



# Ceylon Government Gazette

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

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

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

	PAGE		PAGE
Proceedings of Municipal Councils, &c.	1583	Trade Marks Notifications	—
Notices to Mariners	1583	Local Board Notices	1587
Notifications of Quarantine	—	Road Committee Notices	1588
Returns of Imports and Exports	1582	Notices affecting Small Towns	—
Railway Traffic Returns	—	Notices affecting Village Communities (Gansabhawa)	—
Patents Notifications	—	Unofficial Announcements	1557

### UNOFFICIAL - ANNOUNCEMENTS.

#### MEMORANDUM OF ASSOCIATION OF WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED.

1. The name of the Company is "WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are:—
  - (a) To acquire and take over as a going concern the business or businesses heretofore carried on by the late Rowland Valentine Webster under the style of the Webster Automatic Packeting Factory, the Co-operative Tea Gardens Company, the Maravilla Tea Company, at Colombo, Ceylon, and the Lunawa Mills, at Katubedda, Moratuwa, Ceylon, and all or any of the assets and liabilities of the said business or businesses.
  - (b) To cultivate tea, coffee, cinchona, rubber, coconuts, rice, and other products, and to carry on the business of tea planters, importers, exporters, and dealers in all its branches, to carry on and work the business of cultivators, winners, and buyers of every kind of vegetable, mineral, or other produce of the soil, to prepare, manufacture, and render marketable any such produce, and to sell, dispose of, and deal in any such produce either in its raw, prepared, or manufactured state, and either by wholesale or retail.
  - (c) To carry on the business of a storekeeper in all its branches, and in particular to buy, sell, manufacture, and deal in goods, stores, chattles, and effects of all kinds, both wholesale and retail, and generally to engage in any business or transactions which may seem to the Company directly or indirectly conducive to its interests or convenience.
  - (d) To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in newspapers and weekly and other periodicals and 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.
  - (e) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real and personal property and any rights or privileges of its business, and in particular any land, buildings, easements, machinery, plant, and stock-in-trade.
  - (f) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or Company carrying on or proposing to carry on any of the businesses which this Company is authorized to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or Company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or Company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, or securities so received.

- (g) To enter into partnership or into any arrangement for sharing profits, union of interests, or joint adventure with any person or Company carrying on, or about to carry on, any business which this Company is authorized to carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or securities of any such Company.
- (h) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (i) To lend money to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such persons.
- (j) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrant, debentures, and other negotiable or transferable instruments.
- (k) To borrow or raise or secure the payment of money in such other manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem, and pay off any such securities.
- (l) To sell or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for cash or shares, either fully or partly paid up, debentures or securities of any Company purchasing the same.
- (m) To pay all expenses of and incident to the formation and establishment of the Company.
- (n) To do all such other things as are incidental or as the Company may think 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, the United Kingdom, or elsewhere.

4. The liability of the Members is limited.

5. The nominal capital of the Company is Rupees Two hundred and Fifty thousand, divided into Twenty-five thousand (25,000) shares of Rupees Ten (Rs. 10) each, with power from time to time to increase or reduce such capital.

Any of the shares of the capital, original or increased, may be issued with any preferential, special or qualified rights or conditions as regards dividends, capital, voting, or otherwise attached thereto, and may also be subdivided or converted into shares of different classes with any such guarantee, preference, or other special privilege or advantage over any shares simultaneously or hereafter to be issued as provided by the Articles of Association of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
O. T. MACDERMOTT, Queensdown, Cambridge place, Colombo .. .. .	One
W. H. ATKINSON, Colombo .. .. .	One
F. H. YEATS, Colombo .. .. .	One
J. C. DUNCAN, Colombo .. .. .	One
J. McMurray, Colombo .. .. .	One
W. T. HICKS, Colombo .. .. .	One
FRED. W. WALDOCK, Colombo .. .. .	One
	Seven

Dated the 22nd day of November, 1916.

Witness to the above signatures :

OSMUND TONKS,  
Solicitor, Colombo.

#### ARTICLES OF ASSOCIATION OF WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED.

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

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.

#### INTERPRETATION CLAUSE.

3. 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, viz. :—

Company.—The word "Company" means the "Webster Automatic Packeting Factory, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

The Ordinance.—The "Ordinance" means and includes "The Joint Stock Companies Ordinances, 1861, 1888, and 1893," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special resolution and extraordinary resolution.—"Special resolution" and "extraordinary resolution" have the meanings assigned thereto respectively by "the Ordinance."

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

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

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

Shareholder.—"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

Month.—“ Month ” means a calendar month.

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

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

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

#### BUSINESS.

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

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

#### CAPITAL.

6. The nominal capital of the Company is Rupees Two hundred and Fifty thousand (Rs. 250,000), divided into Twenty-five thousand (25,000) shares of Ten Rupees (Rs. 10) each.

7. The Company may call up the balance capital whenever the Directors shall think fit, and 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.

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

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

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

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

12. 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, surrender, and otherwise.

#### SHARES.

13. The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper. Provided that such unissued shares shall first be offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors may be disposed of by the Directors in such manner as they think most beneficial to the Company. Provided also that the Directors may at their discretion allot any shares in payment for any estates or lands or other property purchased or acquired by the Company, or as remuneration for work done for or services rendered to the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

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

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

17. Shares may be registered in the name of two or more persons not in partnership.

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

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

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

21. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 37 to become a Shareholder in respect of any share.

22. The certificates of shares shall be issued under the seal of the Company, and signed by two Directors or by one Director and the Secretary or Secretaries of the Company.

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

30. The 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.

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

32. In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declination shall be absolute.

33. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2'50, or such other sum as the Directors shall from time to time determine, must be paid, and thereupon the Directors, subject to the powers vested in them by Articles 31, 32, and 34, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

36. The Transfer Books shall be closed during the 14 days immediately preceding each Ordinary General Meeting, including the First General Meeting; also when a dividend is declared, for the 3 days next ensuing the meeting; also at such other times and for such periods as the Directors may from time to time determine, provided always that the Transfer Books shall not be closed for more than 30 days in any one year.

#### TRANSMISSION OF SHARES.

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

38. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2'50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

39. Failing such registration, shares may be sold by the Company. If any person who shall become entitled to be registered in respect of any share under clause 38 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

#### SHARES. (SURRENDER AND FORFEITURE.)

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

41. 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, or his executors or administrators or the trustee or assignee in his bankruptcy requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

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

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

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

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

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

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

47. The nett proceeds of any such sale as aforesaid under the provisions of Articles 42 and 46 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

48. A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that the power of sale given by clause 46 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### CALLS.

50. The Directors may from time to time make such calls as they think fit upon the registered holders of shares in respect of moneys unpaid thereon, and not by the conditions of allotments 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, provided that two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call.

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

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

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

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

#### BORROWING POWERS.

53. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's properties, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Two hundred and Fifty thousand Rupees (Rs. 250,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any bonds, mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage or issue any debentures they shall obtain the sanction thereof of the Company in General Meeting, whether Ordinary or Extraordinary. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged, as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same is issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such

document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

#### MEETINGS.

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

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

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

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

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

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

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

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

62. 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.

63. No business shall be transacted at a General Meeting, except the declaration of a dividend recommended by a report of the Directors or the election of a Chairman, unless there shall be present in person at the commencement of the business three or more persons, being either Shareholders entitled to vote or the duly authorized attorneys of Shareholders or persons holding proxies from Shareholders.

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

65. The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; or if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman, and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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

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

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

#### VOTING AT MEETING.

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

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

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

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

73. On a show of hands every Shareholder present in person or by proxy or attorney shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall (except as provided for in the Articles immediately following) have one vote for every one share held by him up to ten shares. He shall have an additional vote for

every ten shares held by him beyond the first ten shares up to one hundred shares, and an additional vote for every twenty-five shares beyond the first one hundred shares. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him.

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

75. Votes may be given either personally or by proxy or attorney duly authorized.

76. No person shall be appointed a proxy who is not a Shareholder of the Company, but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company.

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

78. The instrument appointing a proxy shall be printed or written, and shall be signed by the appointer, or if such appointer be a corporation, it shall be by the common seal of such corporation.

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

80. Any instrument appointing a proxy may be in the following form:—

*Webster Automatic Packeting Factory, Limited.*

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

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

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

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

DIRECTORS.

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

84. The Directors shall be paid out of the funds of the Company by way of remuneration for their services an annual sum not exceeding Rs. 6,000, and such further or other sums, if any, as may from time to time be determined by the Company in General Meeting. And such remuneration shall be divided among them in such proportion and manner as the Directors may determine, and in default of such determination among them in proportion to their respective attendances at Board Meetings, and such remuneration shall not be considered as including any extra remuneration to the Managing Director or Directors of the Company.

85. The first Directors shall be Nellie Victoria Webster of Hambleden Place, Hambleden, Buckinghamshire, England, Alfred Scott Berwick, Frank Hyatt Yeats of Colombo, Ceylon, and Frederick William Waldock of Colombo, Ceylon. The said Nellie Victoria Webster shall hold office so long as she lives, and the other Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

87. Any casual vacancy occurring at any time and from time to time in the number of Directors may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same, if no vacancy had occurred.

88. At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 89.

89. The Directors other than Mrs. Nellie Victoria Webster to retire from office at the Second, Third, Fourth, and Fifth Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot, in every subsequent year the Directors to retire shall be those who have been longest in office.

90. Retiring Directors shall be eligible for re-election. In case any question shall arise as to which of the Directors who have been the same time in office shall retire, the same shall be decided by the Directors by ballot.

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

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

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

94. When office of Director to be vacated.—The office of Director shall be vacated:—

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

*Exceptions.*—But the above rule shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or

done any work for, the Company of which he is a Director, or by his being agent, or secretary, or proctor, solicitor or solicitors, or by his being a member of a firm who are agents, or secretaries, or proctors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

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

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

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

#### MANAGING DIRECTOR.

98. The Directors may from time to time appoint one or more of their body or such other person as they may think desirable to be Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

99. A Managing Director shall not, while he continues to hold that office, be subject to retirement, by rotation and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director.

100. The remuneration of a Managing Director shall from time to time be fixed by the Directors, and may be by way of salary or commission or participation in profits or by any or all of those modes.

101. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers either collaterally with or to the exclusion of, or in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

#### POWERS OF DIRECTORS.

102. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company, to be appointed by the Directors for such period and on such terms as they shall determine, and the Directors may pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, lease, or acquisition of the said business or businesses carried on by the said Rowland Valentine Webster as aforesaid, and any other businesses or property, and in or about the working and business of the Company.

103. The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any land or lands, factory or factories, property, rights, options, or privileges which the Company is authorized to acquire at such price, without investigation or requiring the production of the vendors, assignors, or lessors title, and notwithstanding any real or apparent defect in the same, and generally to waive any defect in any title to land or lands, factory or factories, property, rights, options, or privileges, and to accept such title as in their opinion may be, or may be deemed to be, reasonably sufficient, and to acquire through or cause any such estate or estates, land or lands, property, rights, or privileges to be held by any individual or Company as Trustee or Agent for the Company, and generally on such terms and conditions as they may think fit, and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, clerks, secretaries, treasurers, accountants, and other officers, clerks, artizans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, clerks, artizans, labourers, and other servants for such reason as they may think proper and advisable, and without assigning any cause.

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

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

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

107. The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artizans, and workers, and generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company and are not by any Ordinance or by these presents required to be exercised or done by the



Company in General Meeting, subject, nevertheless to the provisions of any such Ordinance and of these presents, and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecutions, or legal proceedings by and against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investment.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board, or any managers, or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained, and they shall have power to fix the remuneration of, and at any time to remove, such Director or other person or company, and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any Agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

116. 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.

117. The Directors shall cause minutes to be made in books to be provided for the purpose of the following matters, *videlicet*:—

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

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

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

#### ACCOUNTS.

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

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

122. At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account of the preceding year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the previous year.

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

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

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

128. The Directors may from time to time apply such portion as they think fit of the reserve fund to meet contingencies, or for equalizing dividends, or for working the business of the Company, or for repairing, or maintaining, or extending the buildings and premises, or for the repair or renewal or extension of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

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

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

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

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

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

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

#### AUDIT.

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

136. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transactions 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.

137. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remunerations, and 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.

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

139. 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.

140. 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.

141. 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.

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

#### NOTICES.

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

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

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

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

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

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

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

#### ARBITRATION.

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

#### EVIDENCE.

149. 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 of the matters aforesaid shall be conclusive evidence of the debt.

#### PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

150. 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.

151. If the Company shall be wound up, and the assets available for distribution among the Members as such shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding up, on the shares held by them respectively. And if in a winding up the assets available for distribution among the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed amongst the Members in proportion to the capital at the commencement of the winding up paid up, or which ought to have been paid up, on the shares held by them respectively. But this clause is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

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

In witness whereof the Subscribers to the Memorandum of Association have hereto set and subscribed their names, at Colombo, this 22nd day of November, 1916.

#### Names and Addresses of Subscribers.

O. T. MACDERMOTT, Queensdown, Cambridge place, Colombo.  
 W. H. ATKINSON, Colombo.  
 F. H. YEATS, Colombo.  
 J. C. DUNCAN, Colombo.  
 J. McMURRAY, Colombo.  
 W. T. HICKS, Colombo.  
 FRED. W. WALDOCK, Colombo.

Witness to the above signatures:

OSMUND TONKS,  
 Solicitor, Colombo.

[Third Publication]

#### MEMORANDUM OF ASSOCIATION OF THE ETAMBAWELA RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE ETAMBAWELA RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (1) To purchase or otherwise acquire from Messrs. T. S. Mason, M. H. Grant Peterkin, and H. V. Hill the Etambawela estate of about 419 acres of land, situated in the district of North Matale, of the Island of Ceylon.
  - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.

- (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands and real and personal, immovable and movable estate or property and assets of any kind of the Company, or any part thereof.
- (4) To plant, grow, and produce rubber, tea, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
- (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say: planters of rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like, conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase, rubber, tea leaf, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tugowners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants, and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of, interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise acquire any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures or book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.

- (20) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities, and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other Company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable estate, property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up, or partly paid up) or in debentures, debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up, or partly paid up) of any company, or debentures or debenture stock or obligations of any company or person, or partly one and partly any other.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Two hundred and Fifty thousand Rupees (Rs. 250,000) divided into Twenty-five thousand (25,000) 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.

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.
H. V. HILL (by his attorney R. WHITTOW), Colombo	One
R. WHITTOW, Colombo	One
C. C. DURRANT, Colombo	One
WILLIAM MOIR, Colombo	One
R. BATTAMS, Colombo	One
F. H. YEATS, Colombo	One
W. R. MCCALLUM, Colombo	One
Total shares taken	Seven

Witness to the signatures of H. V. HILL, R. WHITTOW, C. C. DURRANT, WILLIAM MOIR, R. BATTAMS, F. H. YEATS, and W. R. MCCALLUM, at Colombo, this 6th day of December, 1916:

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

#### ARTICLES OF ASSOCIATION OF THE ETAMBAWELA RUBBER COMPANY, LIMITED.

It is agreed as follows:—

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

## INTERPRETATION.

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

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

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

*Special resolution.*—"Special resolution" has the meaning assigned thereto by the Ordinance.

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

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

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

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

*Shareholder.*—"Shareholder" means a shareholder of the Company.

*Presence or present.*—With regard to a shareholder "presence or present" at a meeting means presence or present personally or by proxy or by attorney duly authorized.

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

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

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

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

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

*Month.*—"Month" means a calendar month.

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

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

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

## BUSINESS.

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

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

## CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Two hundred and Fifty thousand Rupees (Rs. 250,000) divided into Twenty-five thousand (25,000) shares of Ten Rupees (Rs. 10) each.

## SHARES.

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

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

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

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

12. *Shares held by a firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies, but not more than one partner may vote at a time.

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

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

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

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

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

#### INCREASE OF CAPITAL.

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

19. *Issue of new shares.*—The new shares shall be issued upon such terms and conditions and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the General Meeting resolving on the creation thereof or any other General Meeting of the Company shall direct; and in particular such shares may be issued with a preferential or qualified right to the dividends and in the distribution of assets of the Company, and with a special or without any right of voting. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

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

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

#### REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

#### SHARE CERTIFICATES.

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

#### TRANSMISSION OF SHARES.

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

39. *Registration of persons entitled to shares otherwise than by transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

42. (a) *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators, or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

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

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

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

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

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

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



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

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

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

#### PREFERENCE SHARES.

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

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

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

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

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

#### CALLS.

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

(b) *Calls, time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors or by resolution in writing in terms of Article 121.

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

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

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

#### BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time, at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Fifty thousand Rupees (Rs. 50,000). With the sanction of a General Meeting, the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage, issue any debentures or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the

Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

#### MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

75. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned and the poll shall be taken at such time and in such a manner as the Chairman shall direct; and

in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every one share held by him.

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

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

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

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

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

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

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

*The Etambawela Rubber Company, Limited.*

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

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

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

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting, the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act except for the purpose of appointing another and if necessary enabling him to be placed on the register of Shareholders.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Rupees (Rs. 1,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Five hundred Rupees (Rs. 500) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Harold Victor Hill, Esq., of Colombo; Malcolm Henry Grant Peterkin, Esq., of Warleigh, Dickoya; and Richard Whittow, Esq., of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

91. *Appointment of successors to Directors.*—The General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent General Meeting. No person, not being a retiring Director, shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he or some other Shareholder intending to propose him has, at least seven clear days before the meeting, left, at the office, a notice in writing under his hand signifying his candidature for the appointment or the intention of such Shareholder to propose him.

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

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

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

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

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

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

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

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

100. *Resignation of Directors.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by leaving the same at the office or by tendering his written resignation at a meeting of the Directors.

101. No contract, arrangement, or transaction entered into by or on behalf of the Company with any Director, or with any company or co-partnership of which a Director is a partner, or of which he is a Director, Managing Director, or Manager, shall be void or voidable, nor shall such Director be liable to account to the Company for any profit realized by such contract, arrangement or transaction, by reason only of such Director holding that office, or of the fiduciary relation thereby established, provided that the fact of his interest or connection therewith be fully disclosed to the Company or its Directors.

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

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

*Exceptions.*—But the above rule shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company, of which he is a Director, or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors, of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

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

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

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

#### POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said Etambawela estate, situate in the district of North Matale aforesaid.

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

108. *To acquire property, to appoint officers, and pay expenses.*—The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or

any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable and without assigning any cause.

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

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

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

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

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any Agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

121. *Resolution in writing by all the Directors as valid as if passed at a meeting of Directors.*—A resolution in writing signed by all the Directors for the time being resident in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, provided that not fewer than two Directors shall sign it.

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

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

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

#### COMPANY'S SEAL.

124. *The use of the seal.*—The seal of the Company shall not be used or affixed to any deed, certificate of shares, or other instrument except in the presence of two or more of the Directors or of one Director and the Agents and Secretaries, or of the Company, who shall attest the sealing thereof; such attestation on the part of the Agents and Secretaries, in the event of a firm being the Agents and Secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm signing for and on behalf of the said firm as such Agents and Secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the Agents and Secretaries.

#### ACCOUNTS.

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

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

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

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

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

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

138. *Notice of dividend: Forfeiture of unclaimed dividend.*—Notice of all dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this clause any cheques or warrants which may be issued for dividends or bonuses and may not be presented at the Company's Bankers for payment within 3 years shall rank as unclaimed dividends.

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

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

#### AUDIT.

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

142. *Qualification of auditors.*—No person shall be eligible as an auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. 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.

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

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

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

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

147. *Duty of auditor.*—Every auditor shall be supplied with a copy of the balance sheet and profit and loss account 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.

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

#### NOTICES.

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

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

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

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

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

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

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

#### ARBITRATION.

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

#### EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

158. Distribution.—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any) the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary 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, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

159. Payment in specie, and vesting in trustees.—If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributors in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributors 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 Sixth day of December, 1916.

H. V. HILL (by his attorney R. WHITTOW).

R. W. WHITTOW.

C. C. DURRANT.

WILLIAM MOIR.

R. BATTAMS.

F. H. YEATS.

W. R. MCCALLUM.

Witness to the above signatures:

EUSTACE F. DE SARAM,

Proctor, Supreme Court, Colombo, Ceylon.

[Third Publication.]

The Rayigam Company, Limited.

*Handwritten signature and initials*

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Rayigam Company, Limited, will be held at Caffoor's buildings, Main street, Colombo, the registered office of the Company, at noon on Wednesday, January 10, 1917, when the following resolution will be proposed:—

“That the following Clause 7A be added to the Memorandum of Association of the Company:—

“7A. To carry on the business of a mining company and to search for, win, and work plumbago, ores and minerals and to sell and dispose of same, and to grant licenses for mining in or over any lands belonging to the Company, and to lease or sell or otherwise dispose of the mines or mining rights of the Company.”

Should the above resolution be carried by the necessary majority, it will be submitted for confirmation as a special resolution to a subsequent meeting of the Shareholders, of which due notice will be given.

By order of the Board,

MACKWOOD & Co.,

Colombo, December 22, 1916. Agents and Secretaries.

Auction Sale under Mortgage Decree.

*Handwritten signature*

No. 45,580 C, District Court, Colombo.

UNDER decree entered in the above case in favour of Sembiripolage Peternella Maria Peiris of Wellawatta against John Henry Wijesekara Karunaratna and another, and by virtue of the order to sell issued to me, I shall sell by public auction on Friday, January 26, 1917, at 5 P.M., at the spot, the following property specially bound and executable for the recovery of the amount therein stated, to wit:—

All that allotment of land called Apothecaryawatta, situated at Dehiwala; and bounded on the north by lot No. 58, on the east by lot No. 59, on the south by lots Nos. 60, 61, and 62, and on the west by lot No. 58; containing in

extent 1 rood and 27 square perches, together with all the right, title, and interest of the said first defendant therein and thereto.

Further particulars from C. A. Rodrigo, Esq., Proctor and Notary, Colombo, or from—

C. P. AMERASINGHE,  
Auctioneer and Broker.

1, Hulftsdorp, Colombo.

Auction Sale.

In the District Court of Galle.

*Handwritten signature*

Elpitiye Atcharige Babaihamy Baas of Kumbalwellawa Plaintiff.

No. 14,251. Vs.

(1) Ambagahadoowege Hendrick Appu, (2) Hendrick gamage Nennohamy, both of Kumbalwellawa Defendants.

UNDER and by virtue of the decree entered in the above case and the order issued therein, I shall sell by public auction, on Saturday, January 27, 1917, commencing at 2 P.M., at the spot, the following property specially bound and executable for the recovery of the amount therein stated, to wit:—

1. An undivided 1/3 part of all the fruit trees and soil and of the tiled house of 9 cubits standing thereon of lot B bearing No. 2 of the land Ambagahakumbura, situate at Kumbalwellawa, in Galle, which lot is bounded on the north-west, north, and north-east by lot No. 6 and Mullekumburewella, east by Wella and Mullekumbura, south by Cripps road, and west by lot No. 3 of the same land; containing in extent about 18 perches.

2. An undivided 3/4 part of all the fruit trees and soil and of the 13 cubits house standing thereon of an extent of 5 kurunies of paddy from and out of the land Ambagahakumbura, situate at Kumbalwellawa, which 5 kurunies extent is bounded on the north by Godellowatta, east by Dolamullewattapettare, south by the portion of the same land or presently the high road, and west by the portion of the same land.

CHAS. M. GOONASEKERA,  
Auctioneer.



**Revocation of Power of Attorney.**

I, the undersigned, do hereby give notice that I have this day revoked the power of attorney granted by me in favour of S. Ratnamby Valupillai Oueyar of Kallady, in Batticaloa, bearing No. 39, dated July 8, 1910.

V. O. S. KANDIAH,  
Apothecary.

Muthur, December 15, 1916.

Muthur.

**Holy Trinity Church, Colombo.**

There will be a Meeting of the Seatholders of Holy Trinity Church, Colombo, on Sunday, December 31, immediately after the evening service to pass the accounts for the year 1916, elect Trustees for the year 1917, and transact such other business as may arise.

December 14, 1916.

M. J. BURROWS.

**All Saints' Church, Hulftsdorp.**

A MEETING of the Seatholders of All Saints' Church, Hulftsdorp, Colombo, will be held in the vestry of the Church on December 31, 1916, at 5.15 P.M., for the purpose of electing three trustees for the year 1917, in accordance with section 10 of Ordinance No. 12 of 1846.

Colombo, December 11, 1916.

H. B. GOONATILAKA,  
Incumbent.

**St. John Baptist Church, Kegalla.**

A MEETING of Seatholders will be held at the Vestry of St. John Baptist Church, Kegalla, at 6 P.M., on Sunday, December 31, 1916, to elect three Trustees of the Church for the year 1917.

Kegalla, December 13, 1916.

By order of Trustees,  
ELIAN ONDAATJE,  
Honorary Secretary of Trustees.

**Application for Enrolment as a Proctor.**

I, JAMES COHEN WEINMAN, of No. 119, Hulftsdorp, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Chief Justice and other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said court.

December 22, 1916.

J. C. WEINMAN.

**Application for Enrolment as a Notary Public.**

IN terms of section 8 of Ordinance No. 1 of 1907, three months hence, I, the undersigned, Don Juwanis Amarasinha of Handapangoda, in Udugaha pattu of Rayigam korale, shall apply to the Registrar-General to be admitted and enrolled as a Notary Public to practise in Sinhalese within the District of Kalutara.

Handapangoda, December 16, 1916.

D. J. AMARASINHA.

**Application for Enrolment as a Notary Public.**

IN terms of section 8 of Ordinance No. 1 of 1907, three months hence, I, the undersigned, Makawitage Manuel Perera of Tudella, in the Alutkuru korale of the Ragam pattu, in the Colombo District, shall apply to the Registrar-General to be admitted and enrolled as a Notary Public to practise in the Sinhalese language within the District of Kurunegala.

Tudella, December 16, 1916.

M. M. PERERA.

**Application for Enrolment as a Notary Public.**

IN terms of section 8 of Ordinance No. 1 of 1907, three months hence, I, Carolis Weerawarna Nilaweera of Kotuwegoda, Matara, shall apply to the Registrar-General to be admitted and enrolled a Notary Public to practise as such in Sinhalese language within the District of Matara.

Kotuwegoda, Matara,  
December 13, 1916.

C. W. NILAWEERA.

**Application for Enrolment as a Notary Public.**

IN terms of section 8 of Ordinance No. 1 of 1907, three months hence, I, the undersigned, Pathirana Wasam Wira-sena Ratnayake of Boralessgomuwa, in the Palle pattu of Salpiti korale, in the District of Colombo, shall apply to the Registrar-General to be admitted and enrolled as a Notary Public to practise in the Sinhalese language within the District of Kandy.

P. W. W. RATNAYAKE.

Boralessgomuwa, December 10, 1916.

**Application for Enrolment as a Notary Public.**

IN terms of section 8 of Ordinance No. 1 of 1907, three months hence, I, Galle Manage Mendias of Matara, shall apply to the Registrar-General to be admitted and enrolled as a Notary Public to practise as such in Sinhalese language within the District of Matara.

Matara, December 13, 1916.

G. M. MENDIAS.

**Application for Enrolment as a Notary Public.**

IN terms of section 8 of Ordinance No. 1 of 1907, three months hence, I, Wagisha Don Andrius Wickramaratna Gunasekara of Kadeweediya, Matara, shall apply to the Registrar-General to be admitted and enrolled a Notary Public to practise as such in Sinhalese language within the District of Matara.

Kadeweediya, Matara,  
December 13, 1916.

W. D. A. W. GUNASEKARA.

**Application for Enrolment as a Notary Public.**

IN terms of section 8 of Ordinance No. 1 of 1907, three months hence, I, Dianesias Dias Chandradasa Mutucumarana of Weragampita, Matara, shall apply to the Registrar-General to be admitted and enrolled a Notary Public to practise as such in Sinhalese language within the District of Galle.

Weragampita, Matara,  
December 13, 1916.

D. D. C. MUTUCUMARANA.

**Application for Permission to be present in the Notarial Examination.**

I, the undersigned, Neina Manamado Marakaer Mohaideensaibo Marakaer of Silavathurai, do hereby give notice that, three months hence, I intend applying to the Registrar-General, Colombo, for permission to present myself for the Notarial Examination to practise in Muchali and Nanaddan pattu as a Notary under proviso to section 6 of the Ordinance No. 1 of 1907.

Mannar, November 21, 1916.

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**Application for Enrolment as a Notary Public.**

IN terms of schedule 1B of section 8 of Ordinance No. 1 of 1907, three months hence, I, the undersigned, Haputrantrige Don Davith Dharmawijaya Gunasekera of Jamburaliya in Udugaha pattu of Salpiti korale, in the District of Colombo, shall apply to the Registrar-General to be admitted and enrolled as a Notary Public to practise in the Sinhalese language within the District of Colombo.

Jamburaliya, December 22, 1916.

H. D. D. GUNASEKERA.

**Application for Enrolment as a Notary Public.**

IN terms of schedule 1B of section 8 of Ordinance No. 1 of 1907, three months hence, I, the undersigned, Kumbuke Hendrick of Kumbuke, in Kumbuke pattu of Rayigam korale, in the District of Kalutara, shall apply to the Registrar-General to be admitted and enrolled as a Notary Public to practise in the Sinhalese language within the District of Kalutara.

Kumbuke, December 16, 1916.

K. HENDRICK.

Total quantities of the Principal Products of the Island exported in Vessels, whose completed Manifests have been checked, during the period from December 17 to 23, 1916.

Steamship	Date of Clearing	For what Port.	Black Tea		Green Tea		Rubber	Cacao	Cardamoms	Coffee			Cinnamon Quills	Cinnamon Chips	Products of Coconut Palm.				Cinnamon Oil	Cinchona	Gingelly	Ebony	Oronilla	Kittul Fibre	
			lb.	wt.	lb.	wt.				Plantation	Native	Total			Coconut Oil	Copra	Desiccated Coconuts	Ponasa							Coconuts
COLOMBO.																									
Novara	3-11-16	Bombay	17447		5300																				
Do.	3-11-16	Karachi	1394		10																				
Cooca	4-11-16	Brisbane	10																						
Do.	4-11-16	Sydney																							
Do.	4-11-16	Townville																							
Do.	4-11-16	Lyttleton																							
Do.	4-11-16	Auckland																							
Do.	7-11-16	Singapore																							
Amiral Hally	9-11-16	London	218840			120605																			
Mahameda	9-11-16	Suez	15000																						
City of Athens	9-11-16	Levant Base	208000																						
Do.	9-11-16	Port Soudan	16000																						
Do.	9-11-16	Marsailles				44800																			
Cordikere	10-11-16	Penang																							
Hellas	10-11-16	Bangkok	100																						
Do.	10-11-16	Genoa																							
Mongara	12-11-16	Bombay	39445		9420																				
Bombay Maru	12-11-16	Marsailles				22	2957																		
Do.	12-11-16	Marsailles																							
Vinsara	12-11-16	Christina																							
Do.	12-11-16	London																							
Brodholm	14-11-16	London																							
Do.	14-11-16	Port Said																							
Do.	14-11-16	Genoa																							
Loredano	14-11-16	Do.	800																						
Veniro	16-11-16	London	103597																						
Elrano Maru	17-11-16	Bombay	25565																						
Indo Maru	17-11-16	Marsailles	1146931		29895																				
Do.	17-11-16	London																							
Leicestershire	17-11-16	Liverpool	37469																						
Do.	17-11-16	Glasgow																							
Do.																									

GALLE:—Nil.

Statement showing the Importation of Rice into the Ports of Colombo and Galle during the Week ended December 23, 1916.

TO COLOMBO:—		Bags.	
From Calcutta	3,679	Singapore	24,232
Dhanushkodi	19,394	Tuticorin	7,640
Rangoon	57,567		
		Total	112,510

TO GALLE:—Nil.

H. M. Customs,  
Colombo, December 27, 1916.

3,137 Bags Rice have been shipped from the port of Colombo during the week ended December 23, 1916.

S. E. Hancock,  
Principal Collector

## NOTICE TO MARINERS.

## Ceylon—West Coast.

## Approximate position—

Latitude 6° 56' N.  
Longitude 79° 51' E.

NOTICE is hereby given that the Colombo Light, White Group Flashing every ten seconds, may be extinguished at any moment owing to defective machinery.

A further notice will be issued when light is again in working order and reliable.

## Charts affected :—

## Admiralty charts—

No. 914 Colombo Harbour.

No. 3,686 Approaches to Colombo Harbour.

No. 813 Ceylon South Coast.

No. 3,700 Colombo to Galle.

No. 828 Cape Comorin to Coconada.

No. 686 Palk Strait and Gulf of Mannar Sheet 2.

No. 70 Bay of Bengal.

Publications.—Bay of Bengal Pilot, Fourth Edition, 1910, pages 95 and 96.

C. E. STAINER, Lt.-Commander, R.N.,  
Master Attendant's Office, Master Attendant.  
Colombo, December 22, 1916.

## MUNICIPAL COUNCIL NOTICES.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on November 18, 1916, at 8.30 a.m., in accordance with Notice dated November 14, 1916.

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

1. The Minutes of Proceedings of the Meeting held on October 21, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

- (a) Statement of receipts and disbursements from close of 1915 to October 31, 1916, on account of the Municipal Fund.
- (b) Progress report of works brought up to the same date.
- (c) Health Officer's report for October.
- (d) Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of October.
- (e) The reservoir readings for October.

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

3. The following papers were laid on the table :—Reports by the several Inspectors on laundries, bakeries, dairies, standpipes, and house service taps inspected during October.

4. Correspondence :—

(1) Letter No. 36 of October 23, 1916, from the Hon. the Colonial Secretary intimating that the estimate for the new Post Office, Kandy, is Rs. 30,000, approximately.

Mr. Pieries moved—That Government be approached with a view to provision being made in the supplementary supply bill for 1916–1917 for the new Post Office, Kandy. Mr. Ratwatte seconded.—Carried.

(2) Letter No. 37 of October 24, 1916, from the Hon. the Colonial Secretary sanctioning the payment of a gratuity of Rs. 197.70 to Noor Samath, late kangany.—Read.

(3) Letter No. 38 of November 2, 1916, from the Hon. the Colonial Secretary intimating that the by-laws under the provisions of the "Town Schools Ordinance, 1906," as further amended by the Municipal Council, Kandy, have been confirmed by the Governor.—Read.

(4) Letter of November 13 from Honorary Secretary, Kingswood College Union, desiring that the Band be asked to play at the Bogambara Ground, instead of at the Esplanade on the 18th instant.

Resolved—That the Honorary Secretary be informed that the Council has no objection to the Band playing at Bogambara as desired, provided the Band gives a performance on the Victoria Esplanade on another day.

5. Pursuant to notice Mr. Pieries moved—That in view of there being no Municipal Fire Brigade, the Police authorities be asked whether they are willing to take over the fire extinguishing appliances belonging to the Municipality and be responsible for the protection of the town from fire. Mr. Wijegoonewardene seconded.—Carried.

6. To obtain a vote of Rs. 1,000 for benching dangerous corners in Victoria Drive.

Resolved—That the matter lie over for the next Meeting.

7. To obtain sanction to exceed the vote on estimate 6 (Municipal Buildings) by Rs. 200.

Resolved—That the necessary sanction be given.

8. Recommendations of Standing Committees :—

*Law and General Subjects.*

(1) That Green Path and path to Wace Park be set apart for foot-passengers under by-law 219.

(2) That plot No. 9, Bogambara Recreation Ground, be rented to the Kandy Tamil Sports Club at Re. 1 a month.

*Finance and Assessment.*

(3) That a remuneration of Re. 1.50 per diem for the last three days of the Perahera be allowed every year to the Supervisor of Conservancy for the extra scavenging that is to be done.

(4) That the salary of the Storekeeper, Mr. F. V. de Alwis, be increased from Rs. 420 to Rs. 660 by annual increments of Rs. 60. Increments to commence from January 1, 1917.

(5) That the tender of Rs. 9,250 for the market daily rents for 1917 be accepted.

(6) That the rent for 1916 due from the Public Service Cricket Club be waived.

*Municipal Works.*

(7) That house service pipes be allowed on usual terms to No. 837, Peradeniya road—H. G. Jansz.

Resolved—That all the recommendations be adopted, with the exception of (3) which was to lie over.

9. Draft Budget for 1917.—Tabled.

10. With the leave of the Council Mr. Pieries moved—That the Standing Committee on law be asked to consider the framing of a by-law prohibiting the driving of motor vehicles by an unlicensed person in the streets of the town. Mr. Saravanamuttu seconded.—Carried.

Confirmed this 16th day of December, 1916 :

C. S. VAUGHAN,  
Chairman.

## Statement of Receipts and Disbursements to November 30, 1916.

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

REVENUE.	Estimated Revenue.		Receipts.		EXPENDITURE.	Estimated Expenditure.		Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Cemetery account—fees and graves	1,200	0	1,41	0	Cemetery account—wages, &c.	1,340	0	1,252	60
Commutation rate	13,300	0	13,832	0	Commutation rate—commission, &c.	1,610	0	1,500	15
Interest	2,000	0	1,657	75	Government loans—repayment	392	45	392	45
Judicial account—fines	3,300	0	3,387	25	House of shelter—wages, &c.	280	0	222	88
Lake silt—Government contribution	3,000	0	3,000	0	Interest to Government	514	62	514	62
Licenses	2,700	0	3,158	25	Judicial account—establishment, printing, &c.	1,208	0	1,059	0
Miscellaneous receipts	1,425	0	1,743	24	Lake silt—clearing of	3,000	0	3,000	0
Public market—rents	25,500	0	24,736	2	Legal expenses	500	0	660	88
Rents	2,810	0	2,993	87	Licenses—printing and advertising	150	0	53	0
Registration of dogs	600	0	598	34	Miscellaneous charges	4,890	0	9,284	70
Stamp duties	12,388	0	5,961	0	Municipal school	1,470	0	1,188	56
Scavenging—bucket fees	17,325	0	17,763	48	Office charges—establishment and sundries	11,781	77	9,130	36
Slaughter-houses—fees	7,500	0	7,112	63	Pensions	1,226	50	1,105	78
Taxes on vehicles and animals	5,610	0	6,461	5	Public market—establishment, lighting, &c.	5,594	0	5,035	75
Tolls	25,834	0	28,833	98	Rents—expenses on account Town Hall, &c.	1,080	0	1,097	66
Public works—Government contribution, &c.	1,600	0	1,537	0	Registration of dogs—seizing and feeding	1,400	0	1,450	67
					Sanitation—establishment and sundries	11,056	25	8,548	40
					Scavenging	55,708	84	45,304	48
					Slaughter-houses—establishment, grass, &c.	2,712	0	2,503	18
					Taxes—expenses on account vehicles and animals	350	0	341	3
					Time charges—wages, &c.	240	0	224	0
					Tolls charges—repairs of boats and approaches	695	0	899	41
					Public works	41,575	10	31,317	93
								126,087	49
<i>Assessment Tax Account.</i>					<i>Assessment Tax Account.</i>				
Arrears	11,800	0	9,987	94	Assessment tax charges	2,940	0	2,336	51
Assessment tax, 1916	48,200	0	49,530	21	Maintenance of police	21,200	0	30,000	0
Sundry receipts	—		697	72	Street lighting	28,400	0	25,490	84
					Street names and house numbers	150	0	202	5
					Sundry disbursements	—		735	25
								58,764	65
No. 2.—WATER-RATE ACCOUNT.					No. 2.—WATER-RATE ACCOUNT.				
Arrears	6,700	0	4,646	29	Water-rate charges	23,644	92	19,635	61
Water-rate, 1916	29,000	0	28,686	39	Interest and sinking funds	18,154	43	11,904	43
Fairland and Roseneath	1,000	0	1,000	0	Waterworks, maintenance	4,826	0	3,821	76
Water service account	9,800	0	13,131	49	Water service account	4,700	0	6,015	46
Miscellaneous receipts	4,300	0	5,347	79	Sundry disbursements	—		508	82
Sundries	—		455	81					
								41,886	8
								252,789	88
								226,738	22
<b>Total Revenue</b>	<b>236,892</b>	<b>0</b>	<b>234,678</b>	<b>50</b>	<b>Total Expenditure</b>	<b>252,789</b>	<b>88</b>	<b>226,738</b>	<b>22</b>
<i>Advance Account.</i>					<i>Advance Account.</i>				
Petty cash	—		2,925	15	Petty cash	—		3,225	15
Stores	—		8,899	41	Stores	—		9,581	98
Sundry debtors, Rs. 150 and advances on account Dipawali, Rs. 866	—		1,016	0	Compensation for losses by riots	—		34,741	80
Cheques returned from Bank, uncashed	—		23	40	Expenses of collection of riot compensation	—		1,823	4
					Cheques returned from Bank, uncashed	—		23	40
					Dipawali advances to coolies	—		866	0
								50,261	37
<i>Deposit Account.</i>					<i>Deposit Account.</i>				
Miscellaneous	—		2,385	93	Miscellaneous	—		1,589	69
Securities	—		3,653	67	Securities	—		3,801	88
Riot fund, assessment rate	—		1,815	76	Riot fund, commutation rate	—		70	0
Riot fund, commutation rate	—		15,650	0	Riot fund, assessment rate	—		3	18
Riot damages, loan account	—		34,821	10					
								5,64	75
<b>Total receipts</b>	<b>—</b>	<b>—</b>	<b>305,868</b>	<b>92</b>	<b>Total Disbursements</b>	<b>—</b>	<b>—</b>	<b>282,464</b>	<b>34</b>
<b>Cash balance on January 1, 1916</b>	<b>—</b>	<b>—</b>	<b>186,630</b>	<b>93</b>	<b>Cash balance on Nov. 30, 1916</b>	<b>—</b>	<b>—</b>	<b>210,035</b>	<b>51</b>
<b>Grand Total</b>	<b>492,499</b>	<b>85</b>	<b>492,499</b>	<b>85</b>	<b>Grand Total</b>	<b>492,499</b>	<b>85</b>	<b>492,499</b>	<b>85</b>

Kandy, December 6, 1916.

E. B. PERRIS,  
Accountant,

## MUNICIPALITY OF KANDY.

UNDER section 9 of Ordinance No. 7 of 1893, I, C. S. Vaughan, Chairman, Municipal Council, Kandy, hereby give notice of the existence of rabies within the Municipality of Kandy.

Kandy, December 20, 1916.

C. S. VAUGHAN,  
Chairman, Municipal Council, Kandy.

## MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle held in the Municipal Office, on Saturday, November 11, 1916.

THE Council met this day at 2 P.M., pursuant to notice dated November 6, 1916.

*Present* :—The Hon. Mr. R. B. Hellings, Chairman; Mr. D. G. Goonewardena; Mr. D. W. Subesingha; Mr. C. E. de Vos; Mr. G. E. Abeywardena; Mr. J. E. Perera; and Mr. E. H. Vanderstraaten.

1. The Minutes of the General Meeting of Council held on October 14, 1916, a copy of which was sent to each Councillor, were taken as read.

Resolved—That the Minutes of the General Meeting of Council held on October 14, 1916, be confirmed.

Mr. D. W. Subesingha, with the permission of Council, amended the motion, of which he had given due notice, to read as follows :—That the sale of the 4 per cent. commission recovered from the purchaser at the fish auction shed be discontinued. Mr. G. E. Abeywardena seconded.

The motion on being put to the meeting was declared lost, three voting for and four against.

3. Application of Mr. Makan Markar for lease of a plot of Government land situated behind his property, No. 111, Bazaars.—Resolved that Government be recommended to grant the application on the conditions suggested by the Chairman.

4. Papers *re* confirmation of Dr. C. Rajagopal in his office as Medical Officer of Health.

The Chairman moved that Dr. C. Rajagopal be confirmed in his office as Medical Officer of Health. Mr. E. H. Vanderstraaten seconded.—Carried unanimously.

5, 6, and 7. Extracts from the Minutes of the Meeting of the Standing Committee on Municipal Works, Finance and Assessment, and Regulation of Markets and Sanitation of November 11, 1916.

5.—*Extracts from the Minutes of the Meeting of the Standing Committee on Municipal Works of November 11, 1916.*

(6) Papers *re* (1) raising the charges for water service connections to private houses from Rs. 20 to Rs. 25, and excess expenditure on vote 77 for connecting private services already sanctioned by the Council.—Resolved (1) that the Council be recommended to sanction the increased charge for private water service connections from Rs. 20 to Rs. 25; and (2) that the excess of expenditure under vote No. 77 to complete the private services already sanctioned by Council be approved.

(6) Tenders for whitewashing Municipal Buildings during 1917.—Resolved that the tender of A. de S. Satambi for Rs. 100 a quarter be accepted.

(7) Tenders for purchase of empty kerosine oil tins and cases during 1917.—Resolved that the tender of L. K. Candappa Pillai for cents 19 a tin and cents 11 a case be accepted.

(9) Papers *re* free water supply to the Police Station, premises, quarters, and barracks as provided for in section 3 of the Draft Ordinance to amend "The Police Ordinance, 1865."—Resolved that the Hon. the Attorney-General be informed that the Council's by-laws provided for a free supply of water for domestic purposes only, and that he be requested to be so good as to amend section 3 by inserting the words "for domestic purposes" after the words "cost of supplying water" in line 4.

6.—*Extracts from the Minutes of the Meeting of the Standing Committee on Finance and Assessment of November 11, 1916.*

(3) Tenders for supply of grass to cattle and goats in pounds during 1917.—Resolved that the tender of M. Bandara for 11 cents a bundle of 20 pounds and 4 cents a bundle of 8 pounds be accepted.

(4) Tenders for supply of coir dust to Health Department during 1917.—Resolved that the tender of A. de S. Satambi for Rs. 13 for 100 bags of coir dust be accepted.

(5) Papers *re* assessment rates for 1917.—Resolved that the annual value of all buildings, lands, and tenements contained in the registers for the current year, with such alterations, additions, and amendments as have been found necessary, be adopted and entered in the registers for 1917, and that the authorized rates be payable on or before the following dates, and in such proportions as the Chairman shall approve :—1st instalment on or before March 31, 1917; 2nd instalment on or before June 30, 1917; 3rd instalment on or before September 30, 1917; 4th instalment on or before December 31, 1917.

(6) Letter dated November 1, 1916, from the President of the Galle Young Men's Christian Association, requesting that the quarterly assessment levied on the Galle Young Men's Christian Association building be remitted.—Resolved that the Committee is of opinion that it has no power under the Ordinance to remit the rates.

(7) Application of retired slaughter-house-keeper S. D. M. Ismail for a gratuity.—Resolved that the Council be recommended to grant him one month's salary for each year's service, under rule 2 (IV.) of the Council's pension minute.

(8) Application of Mr. F. Vanderput for increase of salary.—Resolved that the Council be recommended to increase Mr. Vanderput's salary by Rs. 2.50 per mensem from January 1, 1917.

(9) Papers *re* minimum price at which certain fish is to be put up for sale in the fish auction shed from February 5, 1917.—Resolved that the following prices be fixed :—

Seer, at 25 cents a pound; kelawalla, parawa, and theliya, at 15 cents a pound; talapath, coppa, balaya, alaguduwa, galmalu, and badawa, at 10 cents a pound.

7.—*Extracts from the Minutes of the Meeting of the Standing Committee on the Regulation of Markets and Sanitation.*

(4) Papers *re* minimum price at which certain fish is to be put up for sale in the fish auction shed from February 5, 1917. Resolved that the following prices be fixed :—

Seer, at 25 cents a pound; kelawalla, parawa, and theliya, at 15 cents a pound; talapath, coppa, balaya, alaguduwa, galmalu, and badawa, at 10 cents a pound.

(5) Application of H. K. Salman Fernando for free water service to a public bath which he intends to build and maintain on his land at the junction of Jail road and Havelock road by the side of the small railway footbridge.—Resolved that free water be allowed to the public bath on the following conditions and subject to the provisions laid down in "The Municipal Councils Ordinance, 1910," and the Councils' water service by-laws and regulations.

(1) That the building be erected, maintained, and kept in a sanitary state and in good repair at the expense of the applicant; (2) that the bath be always open and available to the public and that no fee be charged for its use as a bathing place; (3) that the building be not used for any other purpose whatsoever; (4) that the site and plans be approved by the Chairman; (5) that the laying of the water-service pipes, connections, and fittings be done at the expense of the applicant; (6) that the Council reserves the right to cut off the water supply at any time, to suspend the service when necessary, and in case of breach of the conditions (1) to (5) to cut off the water supply altogether.

5, 6, and 7. Resolved that the extracts from the Minutes of the Meetings of the Standing Committees on Municipal Works, Finance and Assessment and Regulations of Markets and Sanitation of November 11, 1916, be confirmed.

8. The Chairman moved:—That the Budget containing the estimates of probable receipts and proposed expenditure of the Municipality for the year 1917, prepared after consultation with the several Standing Committees, be approved, and that the rates be raised as follows:—

Assessment rate from 5 per cent. to  $8\frac{1}{2}$  per cent., and lighting rate from 2 per cent. to  $3\frac{1}{2}$  per cent. in the area in which the present rate of 13 per cent. is recovered; (2) that the proposed expenditure under certain heads be reduced in order that the total expenditure may not exceed the probable revenue. These reductions to be considered when the unexpended balance of 1916 is known; (3) that Government be requested to allow the Council to pay the balance of the Police bill for 1914-1916, amounting to Rs. 32,513, in five years, by annual instalments of Rs. 6,532.60 each, with interest. Mr. D. G. Goonewardena seconded.—Carried.

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

- (1) Letter No. 22,497/08 dated October 27, 1916, from the Chief Engineer of Telegraph and Telephones re laying of telephone cables along the roads.
- (2) Statement of Receipts and Disbursements to end of October, 1916.
- (3) Progress Report of Works done on Estimates to end of October, 1916.
- (4) Report of Inspector of Vehicles and Animals on carriages plying for hire during the month of October, 1916.
- (5) Chemical Analysis of water drawn from a standpipe in the bazaars.
- (6) Diaries of (a) Medical Officer of Health; (b) Superintendent of Works; and (c) Manager of the Health Department.

Confirmed:

The Municipal Office,  
Galle, December 9, 1916.

R. B. HELTINGS,  
Chairman.

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

REVENUE.	Amount		Actual		EXPENDITURE.	Amount		Actual Dis-	
	Estimated.	Rs. c.	Receipts.	Rs. c.		Estimated.	Rs. c.	bursements.	Rs. c.
Taxes	27,620	0	27,958	90	Non-effective charges	34,141	31	31,501	97
Assessment	59,800	0	55,074	48	Chairman	500	0	458	34
Licenses	11,885	0	12,736	0	Secretariat	20,251	95	17,398	30
Judicial fines	2,000	0	3,316	57	Vehicle and Animal Department	1,518	0	777	22
Tolls	17,945	0	17,945	0	Judicial	610	0	451	25
Slaughter-houses	1,530	0	1,879	23	Markets	764	0	678	0
Health Department	8,050	0	8,328	64	Fish auction shed	1,920	0	1,896	44
Markets	16,462	0	19,523	20	Slaughter-houses	1,110	0	1,135	25
Rents	1,004	0	981	50	Fire Brigade	1,500	0	1,095	41
Miscellaneous	1,455	0	3,103	97	Town clock	220	0	115	5
Cemeteries	300	0	293	0	Lighting	13,000	0	12,427	77
Waterworks	2,535	0	2,478	60	Cemetery	860	0	738	29
<b>Total Revenue</b>	<b>150,586</b>	<b>0</b>	<b>153,619</b>	<b>9</b>	<b>Public Health Department:—</b>				
Deposits	—	—	135,230	33	Sanitation Branch	10,925	70	7,539	32
Advances repaid	—	—	—	—	Scavenging Branch	13,804	0	12,581	14
<b>Total Receipts</b>	<b>—</b>	<b>—</b>	<b>288,849</b>	<b>42</b>	Conservancy	15,162	0	13,071	27
Cash balance on January 1, 1916	—	—	34,600	8	Waterworks	9,972	0	9,556	68
					<b>Public Works Department:—</b>				
					Annually recurrent	22,073	88	16,243	68
					Extraordinary	2,250	0	2,623	84
					Building a new bridge over the Keppu-ela	—	—	1,271	41
					<b>Total Expenditure</b>	<b>150,582</b>	<b>84</b>	<b>131,560</b>	<b>63</b>
					Deposits repaid	—	—	105,426	15
					Advances	—	—	33	25
					<b>Total Disbursements</b>	<b>—</b>	<b>—</b>	<b>237,020</b>	<b>3</b>
					Cash balance on Nov. 30, 1916	—	—	86,429	47
<b>Total</b>	<b>—</b>	<b>—</b>	<b>323,449</b>	<b>50</b>	<b>Total</b>	<b>—</b>	<b>—</b>	<b>323,449</b>	<b>50</b>

#### B.—Surplus and Deficit Account.

	Amount.		Amount.
	Rs. c.		Rs. c.
Expenditure from January 1 to Nov. 30, 1916	131,560 63	Surplus on January 1, 1916	27,117 4
Surplus on November 30, 1916	49,175 50	Revenue from January to November, 1916	153,619 9
<b>Total</b>	<b>180,736 13</b>	<b>Total</b>	<b>180,736 13</b>

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

LIABILITIES.	Amount.		ASSETS.	Amount.	
	Rs.	c.		Rs.	c.
Deposits ..	37,287	22	Cash in Bank :—		
Surplus ..	49,175	50	Fixed deposits ..	3,985	0
			Current account (Rs. 89,518·68— Rs. 7,274·21) ..	82,244	47
			Cash in hand of Shroff ..	200	0
			Advances ..	33	25
<b>Total ..</b>	<b>86,462</b>	<b>72</b>	<b>Total ..</b>	<b>86,462</b>	<b>72</b>

## D.—Riot Account to November 30, 1916.

HEAD OF REVENUE.	Rs.		HEAD OF EXPENDITURE.	Rs.	
	Rs.	c.		Rs.	c.
Advance by Government ..	70,000	00	Compensation for losses ..	70,396	0
Voluntary contribution ..	12,710	35	Refund of voluntary contribution ..	2,367	0
Riot tax ..	39,523	26	Repaid to Government ..	20,000	0
			Printing, stationery, &c. ..	541	43
			Commission for collection, &c. ..	159	15
			Refunds ..	19	0
				93,482	58
			In Bank ..	Rs. 27,501·03	
			Uncashed cheques ..	Rs. 1,250·00	
				28,751	3
				122,233	61
				122,233	61

The Municipal Office,  
Galle, December 20, 1916.

D. M. MOREIRA,  
Secretary.

## LOCAL BOARD NOTICES.

## Commutation Tax, Sanitary Board, Colombo District.

NOTICE is hereby given to persons residing within the Sanitary Board limits of Avissawella, Puwakpitiya, Padukka, Hanwella, Gampaha, Jaela, Peliyagoda, Veyangoda, Pugoda, Kochchikade, Peliyandara, Mirigama, Mount Lavinia-Dehiwala, Kirillapone-Nugegoda, Egoda-Kolonnawa, Waga, Kosgama, Kelaniya, Homagama, Kandana, Wattala-Mabole, Cotte, Welikada-Nawala, Seeduwa, and Divulapitiya, in the District of Colombo, Western Province, that the Sanitary Board of the Colombo District, acting under the provisions of section 32 (1) of Ordinance No. 18 of 1892, has resolved that on account of the year 1917 a tax payable in six days' labour be imposed upon all persons residing within the limits of the said towns, who, if the said section had not been enacted in the said Ordinance, would have been liable, under the provisions of "The Road Ordinance of 1861," to the performance of labour for the maintenance of roads or other means of communication by land or by water.

Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1917.

December 23, 1916.

A. P. BOONE,  
for Chairman.

## Election of Unofficial Members, Local Board, Minuwangoda.

IT is hereby notified that the following gentlemen have been elected to serve as Unofficial Members on the Local Board of Health and Improvement, Minuwangoda, for the years 1917 and 1918 :—

Mr. James Edward Senaratne.  
Mr. Don Martinus Penra Rajapaksa Senanayaka.  
Mr. Thomas Silva Gunawardana.

December 19, 1916.

J. G. FRASER,  
Chairman.

## Notice of Sale, Local Board, Hatton-Dikoya.

NOTICE is hereby given that the houses, &c., at Hatton and Dikoya mentioned in the annexed schedule having been seized for default in payment of Police and Local Board rates for the 2nd quarter, 1916, will be sold by public auction

on January 27, 1917, on the spot at 8 A.M., in conformity with the Local Board Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale, are duly paid.

Further particulars can be obtained at the Local Board Office, Hatton.

Kandy Kachcheri,  
December 22, 1916.

C. S. VAUGHAN,  
Government Agent.

## SCHEDULE.

Hatton, Nos. 138, 177, 200, 206, 437, 462; Dikoya, No. 105A.

## Commutation Tax, 1917, Sanitary Board, Matara District.

NOTICE is hereby given to all persons residing within the limits of Sanitary Board towns of Weligama and Dondra that the Sanitary Board of the Matara District, acting under the provisions of section 33 of Ordinance No. 18 of 1892, has resolved that on account of the year 1917 a tax payable in six days' labour be imposed upon all persons residing within the limits of the said towns, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1917, after which date the payment will be double that amount.

Matara Kachcheri,  
December 28, 1916.

T. REID,  
Chairman.

## Election of Unofficial Members, Local Board, Trincomalee.

IT is hereby notified that the following gentlemen have been elected Unofficial Members of the Local Board of Trincomalee for the years 1917 and 1918 :—

1. Mr. Myilvagana Mudaliyar Subramaniam.
2. Mr. Sivagurunather Tiagarajah.
3. Mr. Saravanamuttu Visvalingam.

Batticaloa Kachcheri,  
December 21, 1916.

R. A. G. FESTING,  
Government Agent.

**Commutation Tax, Haputale, &c., 1917.**

NOTICE is hereby given to persons residing within the limits of the Board of Health towns of Haputale, Passara, Koslanda, Lunugala, Welimada, and Haldummulla that the Board, acting under the provisions of section 32 of the Ordinance No. 30 of 1909, has resolved that on account of the year 1917 a tax payable in six days' labour be imposed upon all persons residing within the limits of the said towns, who, if this section had not been passed, would have been liable, under "The Road Ordinance, 1861," to the performance of labour for the maintenance of the roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1917.

Badulla Kachcheri,  
December 20, 1916.

L. D. C. HUGHES,  
for Chairman.

**Commutation Tax, Local Board, Bandarawela.**

NOTICE is hereby given to persons residing within the limits of the Local Board of Bandarawela that the Board, acting under the provisions of section 35 of the Ordinance No. 13 of 1898, has resolved that on account of the year 1917 a tax payable in six days' labour be imposed upon all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of the Ordinance

No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1917.

Local Board Office,  
Badulla, December 20, 1916.

F. BARTLETT,  
Chairman.

**Vehicles and Animals Tax, Local Board, Bandarawela.**

NOTICE is hereby given to persons residing within the limits of the Local Board of Bandarawela that the Board, acting under the provisions of chapter IX., section 56, of the Ordinance No. 2 of 1901, has resolved that an annual tax be imposed for the year 1917 on all carriages, carts, hackeries, horses, ponies, bulls, mules, and asses, kept or used within the limits of the Local Board of Bandarawela, at the rate specified in the schedule hereto annexed:—

**SCHEDULE.**

	Rs.	c.
For every carriage	4	0
For every cart	2	0
For every hackery	2	0
For every jinricksha	1	0
For every horse, pony, or mule	1	0
For every ass	0	50
For every bullock	0	50

Local Board Office,  
Badulla, December 20, 1916.

F. BARTLETT,  
Chairman.

**ROAD COMMITTEE NOTICES.****St. Margaret's-Kirklees Branch Road.**

NOTICE is hereby given that the Provincial Road Committee, acting under section 22 of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate interested in the above road for its share of the eighth instalment of the planters' contribution towards the cost of construction, which falls due on December 31, 1916, and the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury the following contributions:—

(Estimate No. 280. Sanctioned August 17, 1914.)

Government moiety	Rs. 59,500·00
Private contribution	Rs. 60,987·50

1st to 7th section, 3½ miles.

Total acreage, 3,682—Estates' contribution, Rs. 40,443·65—Sectional rate, Rs. 10·9838c.—Total rate, Rs. 10·9838c.

Proprietors or Agents.	Estate.	Acreage.	Total Amount due.	Amount already paid.	Balance due on		Contribution on Eighth Instalment.	Total Amount due.
					Revised Estimate.	Balance on December 31, 1916.		
			Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
J. G. Sinclair and N. S. Mansergh (R. G. Con- greve)	Blairlomond	518	5,689 79	4,995 68	694 21	13 88	694 21	708 9

1st to 8th section, 4 miles.

Total acreage, 3,164—Estates' contribution, Rs. 4,889·93—Sectional rate, Rs. 1·5454c.—Total rate, Rs. 12·5293c.

Lanka Plantations Com- pany (W. N. Gordon)	Rappahannock	474	5,939 5	5,223 97	715 8	14 30	715 8	729 38
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1st to 11th section, 5½ miles.

Total acreage, 2,690—Estates' contribution, Rs. 15,653·92—Sectional rate, Rs. 5·8193c.—Total rate, Rs. 18·3217c.

Estates Company of Uva (E. Strickland)	Gampaha	866	15,890 17	13,984 49	1,905 68	38 12	1,905 68	1,943 80
Kirklees Estates Co. (George Steuart & Co., R. Lindsay White)	Kirklees	1,077	19,761 80	17,391 77	2,370 3	47 40	2,370 3	2,417 43
Mrs. Fanning Patterson (C. J. Patterson)	Allagolla	375	6,880 87	6,055 69	825 18	16 50	825 18	841 68
F. J. Whittall and J. Gor- don (F. J. Whittall)	Lucky land	372	6,825 82	6,007 23	818 59	16 37	818 59	834 96
			60,987 50	53,658 73	7,328 77	146 57	7,328 77	7,475 34

Provincial Road Committee's Office,  
Kandy, December 15, 1916.

C. S. VAUGHAN,  
Chairman.



## Galaha-Pupuressa Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee of the Central Province, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate interested in the above-mentioned road, as follows, to make up the amount (Rs. 2,700) of the private contribution on the estimate for the maintenance of the road for the twelve months ending September 30, 1917.

(Government moiety Rs. 1,700.)

*Maintenance.*

Government contribution .. Rs. 1,400  
Private contribution .. Rs. 1,600

Rs. 3,000

*Culvert, Retaining Wall, and Widening Road.*

Government contribution .. Rs. 300  
Private contribution .. Rs. 1,100

Rs. 1,400

## First section, 1 mile.

Total acreage, 1,238—Cost, Rs. 209·83—  
Rate per acre, ·1694c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Galaha Ceylon Tea Estates and Agency Co. (Harold North) ..	Vedehetta ..	902 ..	152 89
Gordon Frazer & Co. (Sel-lembrum) ..	Erin ..	336 ..	56 94
			209 83

## Second section, 1 mile.

Total acreage, 1,238—Cost, Rs. 209·83—  
Rate per acre, ·1694c.

Galaha Ceylon Tea Estates and Agency Co. (Harold North) ..	Vedehetta ..	902 ..	152 89
Gordon Frazer & Co. (Sel-lembrum) ..	Erin ..	336 ..	56 94
			209 83

## Third section, 1 mile.

Total acreage, 336—Cost, Rs. 209·83—  
Rate per acre, ·6244c.

Gordon Frazer & Co. (Sel-lembrum) ..	Erin ..	336 ..	209 83
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## Fourth section, 1st half mile.

Total acreage, 336—Cost, Rs. 104·91—  
Rate per acre, ·3122c.

Gordon Frazer & Co. (Sel-lembrum) ..	Erin ..	336 ..	104 91
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## Fourth section, 2nd half mile.

Total acreage, 2,095—Cost, Rs. 104·92—  
Rate per acre, ·0500c.

Gordon Frazer & Co. (A. P. Sandbach) ..	Le Vallon ..	2,095 ..	104 92
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## Fifth section, 1 mile.

Total acreage, 2,095—Cost, Rs. 209·83—  
Rate per acre, ·1001c.

Gordon Frazer & Co. (A. P. Sandbach) ..	Le Vallon ..	2,095 ..	209 83
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## Sixth section, 1 mile.

Total acreage, 2,524—Cost, Rs. 209·83—  
Rate per acre, ·0831c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Gordon Frazer & Co. (A. P. Sandbach) ..	Le Vallon ..	2,095 ..	174 16
Cumberbatch & Co. (H. W. Kay) ..	New Forest ..	429 ..	35 67
			209 83

## Seventh section, 1 mile.

Total acreage, 4,336—Cost, Rs. 209·83—  
Rate per acre, ·0302c.

Gordon Frazer & Co. (A. P. Sandbach) ..	Le Vallon ..	2,095 ..	101 37
Cumberbatch & Co. (H. W. Kay) ..	New Forest ..	429 ..	20 76
E. D. Padwick (E. A. Clive)	Yarrow Group	447 ..	21 64
Lipton, Limited (G. L. H. Doudney) ..	Pooprassie Group ..	1,365 ..	66 6
			209 83

## Eighth section, ½ mile.

Total acreage, 4,336—Cost, Rs. 131·19—  
Rate per acre, ·0302c.

Gordon Frazer & Co. (A. P. Sandbach) ..	Le Vallon ..	2,095 ..	63 38
Cumberbatch & Co. (H. W. Kay) ..	New Forest ..	429 ..	12 98
E. D. Padwick (E. A. Clive)	Yarrow Group	447 ..	13 53
Lipton, Limited (G. L. H. Doudney) ..	Pooprassie Group ..	1,365 ..	41 30
			131 19

*Culvert, Retaining Wall, and Widening Road.*

## Seventh section.

Total acreage, 4,336—Cost, Rs. 1,100.  
Rate per acre, ·2536c.

Gordon Frazer & Co. (A. P. Sandbach) ..	Le Vallon ..	2,095 ..	531 49
Cumberbatch & Co. (H. W. Kay) ..	New Forest ..	429 ..	108 83
E. D. Padwick (E. A. Clive)	Yarrow Group	447 ..	113 39
Lipton, Limited (G. L. H. Doudney) ..	Pooprassie Group ..	1,365 ..	346 29
			1,100 0

*Abstract.*

	Rs.	c.
Vedehetta ..	305	78
Erin ..	428	62
Le Vallon ..	1,185	15
New Forest ..	178	24
Yarrow ..	148	56
Pooprassie ..	453	65
	2,700	0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman of the Local Committee (Mr. A. P. Sandbach, Le Vallon estate) on or before January 8, 1917.

Provincial Road Committee's Office,  
Kandy, December 20, 1916.

C. S. VAUGHAN,  
Chairman.

**Kadugannawa-Alagalla Branch Road.**

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held on Tuesday, January 9, 1917, at Kirrimittia bungalow, at 4 P.M.

*Business.*

1. To elect members of the Local Committee in place of those who have left the district for the term ending March 4, 1917.

2. To elect a Chairman of the Local Committee for the same period.

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

- (a) The names of the estates (with their acreages) which are interested in and which use the road ;  
 (b) The sections of the road used by these estates ;  
 (c) The names of the proprietors, resident managers, or superintendents and of the agents of these estates ;  
 for the assessment of the moiety of Rs. 1,400 for maintenance for the year ending September 30, 1917.

GORDON SKENE,  
 Kirrimittia Estate, Chairman, Local Committee.  
 Kadugannawa, December 20, 1916.

**Kadugannawa-Alagalla Branch Road.**

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a general meeting of the estate representatives interested in the above road will be held on Tuesday, January 9, 1917, at Kirrimittia bungalow, at 4.15 P.M., for the purpose of electing a Local Committee to serve for two years from March 4, 1917.

*Note.*—Section 11 of Ordinance requires this meeting should consist of proprietors or resident managers to represent not less than one-third of the acreage in the district, and the members to be elected to be not less than three nor more than five.

Provincial Road Committee's Office, C. S. VAUGHAN,  
 Kandy, December 22, 1916. Chairman.

**Talatuoya-Kirimetiya Estate Cart Road.**

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the estate representatives interested in the above road will be held on Saturday, January 13, 1917, at 2 P.M., at the Kirimetiya bungalow :—

*Business.*

1. To elect a local committee for two years.

The local committee to consider and report to the Provincial Road Committee with regard to—

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

2. To prepare an estimate for the maintenance of the road for the year ending September 30, 1917.

3. Any other business duly brought before the meeting.

Provincial Road Committee's Office, C. S. VAUGHAN,  
 Kandy, December 19, 1916. Chairman.

**Road from Koslanda Bazaar to Poonagala Factory.**

NOTICE is hereby given that the Governor, with the advice of the Legislative Council, having granted a moiety of the cost of maintenance of the under-mentioned road from October, 1916, to September, 1917, the Provincial Road Committee, Uva, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the maintenance of the said road, as follows :—

**ROAD FROM KOSLANDA BAZAAR TO POONAGALA FACTORY.**

	Government moiety	Private contributions	1st to 2nd section, 1st and 2nd $\frac{1}{2}$ miles—Private contributions, Rs. 279—Total acreage, 3,061—	Rate per acre, 9.1146c.	Amount.
Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Rs.
J. M. Robertson & Co Arnhall	..	226	..	20	60
G. A. Coombe (Macaldeniya Tea and Rubber Co.)	..	Macaldeniya	..	703	.. 64 8
Poonagala Valley Ceylon Co., Ltd., per R.					
G. Coombe, Manager Poonagala Group	..	2,016	..	183	75
Ramasamy Kangany Hingarawatta	..	0 60	..	5	47
P. A. Agostinu Silva	..	0 56	..	5	10
		3,061		279	0

3rd and 4th sections, 3rd and 4th  $\frac{1}{2}$  miles—Private contributions, Rs. 278—Total acreage, 2,945—  
 Rate per acre, 9.4397c.

J. M. Robertson & Co. Arnhall	..	226	..	21	34
G. A. Coombe (Macaldeniya Tea and Rubber Co.)	..	Macaldeniya	..	703	.. 66 36
Poonagala Valley Ceylon Co., Ltd., per R.					
G. Coombe	..	Poonagala Group	..	2,016	.. 190 30
		2,945		278	0

5th and 6th sections,  $\frac{3}{4}$  mile—Private contributions, Rs. 208—Total acreage, 2,719—Rate per acre, 7.6498c.

G. A. Coombe (Macaldeniya Tea and Rubber Co.)	..	Macaldeniya	..	703	.. 53 78
Poonagala Valley Ceylon Co., Ltd., per R.					
G. Coombe	..	Poonagala Group	..	2,016	.. 154 22
		2,719		208	0

*Abstract.*

	Rs.	c.
Arnhall	..	41 94
Macaldeniya	..	184 22
Poonagala Group	..	528 27
Hingarawatta	..	5 47
Ampititenna	..	5 10
		765 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Provincial Road Committee, Badulla, on or before February 15, 1917.

Provincial Road Committee,  
 Badulla, December 22, 1916.

F. BARTLETT,  
 Chairman.