



# Ceylon Government Gazette

Published by Authority.

No. 6,848 — FRIDAY, JANUARY 19, 1917.

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.

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### UNOFFICIAL ANNOUNCEMENTS.

#### MEMORANDUM OF ASSOCIATION OF THE AIGBURTH TEA COMPANY, LIMITED.

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

- (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or other crops or produce, and to sell, ship, and dispose of such tea, rubber, plumbago, minerals, crops, and produce, either raw or manufactured at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in the United Kingdom, India, Ceylon, or elsewhere stores, shops, and places for the sale of tea, rubber, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money and for the purchase, sale, improvement, development and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash, credit bonds, or hypothecation or mortgages of the Company's property or any part or parts thereof or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interests in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money or otherwise shares or bonds in, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. *The liability of the Shareholders is limited.*

5. The nominal capital of the Company is Two hundred thousand Rupees (Rs. 200,000), divided into 20,000 shares of Rs. 10 each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Name and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
G. W. GREENSHIELDS, Rakwana .. .. .	One
JAMES CRAIG, Rakwana .. .. .	One
E. T. F. S. HARVEY, Colombo .. .. .	One
G. A. ATKINSON, Colombo .. .. .	One
D. W. WATSON, Colombo .. .. .	One
J. T. MUGGERIDGE, Colombo .. .. .	One
H. J. BROMLEY, Colombo .. .. .	One
Total number of shares taken ..	Seven

Witness to the above seven signatures, at Colombo, this 7th day of December, 1916:

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

### ARTICLES OF ASSOCIATION OF THE AIGBURTH TEA COMPANY, LIMITED.

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

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

#### INTERPRETATION CLAUSE.

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

The word "Company" means "The Aigburth Tea Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

#### BUSINESS.

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

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

#### CAPITAL.

4. The original capital of the Company is Two hundred thousand Rupees (Rs. 200,000), divided into 20,000 shares of Rs. 10 each.

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

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

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

#### SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### CALLS.

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

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

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

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

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

## TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

## TRANSMISSION OF SHARES.

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

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

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

## SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### PREFERENCE SHARES.

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

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

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

#### BORROWING POWERS.

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

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

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

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

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

#### GENERAL MEETING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

*The Aigburth Tea Company, Limited.*

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

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

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

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

**DIRECTORS.**

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

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

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

88. The first Directors shall be George Wilson Greenshields, Alfred Churchill Matthew, and Harold Victor Hill, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

**ROTATION OF DIRECTORS.**

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

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

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

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

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

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

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

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

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

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

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

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



## DISQUALIFICATION OF DIRECTORS.

102. The office of the Directors shall be vacated—

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

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

## POWERS OF DIRECTORS.

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

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

105. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, 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, treasurers, accountants, and other officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution or legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and of any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration and observe and perform or enforce the award.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.

- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

#### PROCEEDINGS OF DIRECTORS.

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

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

114. The Board may elect a Chairman of their meetings and determine the period for which he is to hold office, and all meetings of the Directors shall be presided over by the Chairman, if one has been elected and 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.

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

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

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

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

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

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

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

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

#### ACCOUNTS.

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

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

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

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

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

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

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

#### AUDIT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### NOTICES.

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

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

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

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

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

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

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

#### ARBITRATION.

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

#### EVIDENCE.

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

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

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

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

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

G. W. GREENSHIELDS.

JAMES CRAIG.

E. T. F. S. HARVEY.

G. A. ATKINSON.

D. W. WATSON.

J. T. MUGGERIDGE.

H. J. BROMLEY.

Witness to the above seven signatures, at Colombo, this 7th day of December, 1916:

V. A. JULIUS,

Proctor, Supreme Court, Colombo

[*True Publication.*]

#### MEMORANDUM OF ASSOCIATION OF THE RAMBODDE TEA SYNDICATE, LIMITED.

1. The name of the Company is "THE RAMBODDE TEA SYNDICATE, 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 purchase from the proprietors thereof the Rambodde estate, situated in the Rambodde district, in the Central Province, in the Island of Ceylon.
  - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.

- (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
- (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
- (f) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
- (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
- (h) To lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatsoever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash, credit bonds, or hypothecation or mortgages of the Company's property or any part or parts thereof or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.

- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

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

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
W. E. KEELL, Colombo .. .. .	One
H. V. HILL, Colombo .. .. .	One
W. E. M. PATERSON, Colombo .. .. .	One
H. S. JEAFFRESON, Colombo .. .. .	One
Witness to the above four signatures, at Colombo, this 30th August, 1916—	
	H. CREASY, Proctor, Supreme Court.
REGINALD JOHN, Colombo .. .. .	One
A. J. HOWARD-SMITH, Colombo .. .. .	One
R. W. FOWKE, Colombo .. .. .	One
Total number of Shares taken ..	Seven

Witness to the above three signatures, at Colombo, this 31st day of August, 1916—

H. CREASY,  
Proctor, Supreme Court.

#### ARTICLES OF ASSOCIATION OF THE RAMBODDE TEA SYNDICATE, LIMITED.

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

The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not.

#### INTERPRETATION CLAUSE.

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

The word "Company" means "The Rambodde Tea Syndicate, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"Shareholder" means every person who has accepted any share or who has accepted part of a share jointly with another or others whose name is entered on the register of Shareholders as owner or joint-owner of such share.

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

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

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

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

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

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

“Month” means a calendar month.

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

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

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

“Holder” means a Shareholder.

#### BUSINESS.

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

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

#### CAPITAL.

4. The original capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into Three thousand shares of Rupees One hundred (Rs. 100) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts 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 they shall have power to add to such new shares such an amount of premium as may be considered expedient.

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

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

#### SHARES.

8. 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.

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

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

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

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

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

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

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

15. Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but 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.

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

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

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

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

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

21. 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.

#### CALLS.

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

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

#### TRANSMISSION OF SHARES.

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

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

37. If any person who shall become entitled to be registered in respect of any share under clause 35 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.



## SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

45. Such charge or lien may be 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.

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

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

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

## PREFERENCE SHARES.

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

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

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

## BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining,

improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Seventy-five thousand Rupees (Rs. 75,000).

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within 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.

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

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

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

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

73. At any meeting every resolution shall be decided by a show of hands, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some member or in the case of a special resolution

by five members present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

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

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

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

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

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

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

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

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

82. No person shall be entitled to hold a proxy who is not a Shareholder in or the liquidator of the Company, but this rule does not apply to a power of attorney.

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

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

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

*(The Rambodde Tea Syndicate, Limited.)*

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

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

85. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney), except at the meeting or poll at which such 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 shall be prevented from voting by reason of his being personally interested in the result of the voting.

#### DIRECTORS.

87. The number of Directors shall never be less than two 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.

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

As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

88. The first Directors shall be Alexander Craib, Martin Lewis Wilkins, Edward Michael Wyatt, and Harold Victor Hill, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

## ROTATION OF DIRECTORS.

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

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

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

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

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

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

96. A General Meeting may from time to time, at any time, increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

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

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

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

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

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

## DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

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

## POWERS OF DIRECTORS.

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

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

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

106. The Directors shall exercise, in the name and on behalf of the Company, all such powers of the Company as are not expressly required to be exercised by the Company in General Meeting, and shall generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinances and of these presents, and to such

regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration and observe and perform or enforce the award.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.
- (g) Before recommending any dividend, to set aside out of the profits of the Company, such sums as they think proper as a reserve fund to meet contingencies or for special dividends or for equalizing dividends or for repairing, improving, and maintaining any of the property of the Company, and for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with any vary such investments and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the Company, and that without being bound to keep the same separate from their other assets.

#### PROCEEDINGS OF DIRECTORS.

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

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

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

114. 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.

115. 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.

116. The meetings and proceedings of Directors 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.

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

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

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

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

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

#### ACCOUNTS.

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

122. 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.

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

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

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

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

127. 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.

128. 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.

#### AUDIT.

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

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

131. 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.

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

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

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

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

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

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

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

138. The Directors may, before recommending any dividend or bonus, 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 may with the sanction of the Company select, or shall place the same in fixed deposit in any bank or banks.

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

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

141. 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.

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

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

144. 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.

145. 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.

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

#### NOTICES.

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

148. 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.

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

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

151. 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.

152. 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.

153. 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.

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

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

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

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

W. E. KERLL.  
H. V. HILL.  
W. E. M. PATERSON.  
H. S. JEAFFERSON.

Witness to the above four signatures, at Colombo, this 30th August, 1916—

H. CREASY,  
Proctor, Supreme Court.  
REGINALD JOHN.  
A. J. HOWARD-SMITH.  
R. W. FOWKE.

Witness to the above three signatures, at Colombo, this 31st day of August, 1916—

H. CREASY,  
Proctor, Supreme Court.

[Third Publication.]

*b. 2/10*  
*899/11*  
The Patiagama Cinchona Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the shareholders of this Company will be held at the registered office of the Company, No. 11, Queen street, Fort, Colombo, on Thursday, March 15, 1917, at 11 A.M., for the purpose of considering and if thought fit passing the following resolution:—

"That the Directors be and they are hereby authorized to sell and convey the Patiagama estate and premises at or for the price or sum of £5,750 sterling to Edward Becket Creasy (junior) of Colombo the present holder of the option, which he has now exercised, to purchase the said estate at the said price of £5,750 given by the Company by deed No. 736 dated October 17, 1913, and attested by E. R. Williams of Colombo, Notary Public."

By order of the Board,  
BOIS BROS. & CO.  
Agents and Secretaries.

Colombo, January 11, 1917.

*899/11*  
Auction Sale of Property at Church Street, Slave Island.

UNDER mortgage decree in D. C., Colombo, 40,625, entered in favour of Mary Helen Oorloff against Mohamath Chappon Amath and Noor Isey, by virtue of the order issued to me, for the recovery of the sum of Rs. 7,000, with interest thereon at 9 per cent. per annum from September 1, 1916, till payment in full and costs of suit subsequent to June 28, 1915, I shall sell by public auction at the spot at 5 P.M., on Friday, February 9, 1917, all those two allotments of land with the buildings standing thereon, now forming one property, bearing assessment Nos. 773/50 and 51, situate at Church street in Slave Island, in extent 10 square perches.

Further particulars from H. W. de Saram, Esq., Proctor and Notary, Colombo, or—

6, Hulftsdorp, C. E. KARUNARATNA,  
January 16, 1917. Auctioneer.

*899/11*  
Auction Sale of Coconut Land under Mortgage Decree in the Kurunegala District.

UNDER decree D. C., Colombo, No. 43,595, entered in favour of Seena Sayna Ana Oona Narayanan Chetty against (1) Meeana Moona Mohideen Abdul Cader and (2) Meeana Moona Mohideen Ibrahim Saibo, both of Bankshall street, Colombo, and by virtue of the order issued to me for the recovery of the sum of Rs. 54,845.40, with interest on Rs. 48,450 at 12 per cent. per annum from November 23, 1915, to August 4, 1916, and thereafter further interest on the aggregate amount at 9 per cent. per annum till payment in full and costs of suit, I shall sell by public auction at the spot on Friday, February 16, 1917, at 2 P.M.—

The remaining undivided half part or share (other than the undivided half part or share mortgaged and hypothecated as a primary mortgage with Ana Roona Avena Cannappa Chetty, Muttu Kana Avena Veena Sidamberam Chetty, Ana Runa Awana Mana Ramen Chetty, and Kana Nana Ramasamy Pulle created by bond No. 6,697 dated September 30, 1912, and attested by T. H. de Silva of Negombo, Notary Public) from and out of the land and

estate owned and possessed by Meeana Moona Mohideen Abdul Cader, the 1st defendant, upon the deeds No. 18,783 dated September 7, 1900, No. 20,340 dated September 17, 1900, No. 20,339 dated September 17, 1901, and No. 19,761 dated May 10, 1901, all attested by K. B. Karunaratne, Notary Public, No. 7,926 dated September 10, 1900, No. 7,996 dated September 28, 1900, No. 8,040 dated October 8, 1900, No. 8,043 dated October 8, 1900, and No. 8,041 dated October 8, 1900, attested by A. W. Jayawardene, Notary Public, of and from the estate called Guruyaya alias Amunuwelpitihenyaya alias Nugawela-langahenyaya, with the building thereon, situate at Yagamwela, in the Yagam pattu korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province; and bounded on the north by the garden of Allino, on the east by the village boundary of Habarewa and the village boundary of Nawalla, on the south by the lands of Thamby Lebbe and others, and on the west by the garden of Mr. Peiris and the Gansabhawa road; and containing in extent about 100 acres, which said land is marked lot T. K. 13 in preliminary plan 3,936/114.

For particulars apply to Messrs. T. D. & E. L. Mack, Proctors, or to the undersigned—

A. Y. DANIEL,  
4, Baillie street, Fort. of A. Y. DANIEL & SON.

Auction Sale under Mortgage Decree of Valuable Properties in Negombo Town.

UNDER decree in case No. 11,483 of the District Court of Negombo, entered in favour of the plaintiff Edward Jacob Senaviratna of Kadirana, against the defendant Kawanna Kana Nana Kana Vena Velaiden Chetty of Negombo, and by virtue of the order to sell issued to me, for the recovery of the amount therein stated, I shall sell by public auction at the respective spots on Friday, February 9, 1917, the under-mentioned properties, to wit:—

At 4 P.M.

1. All that lot marked B of the land called Lolugahawatta, with the buildings and trees standing thereon, situate at 2nd Division, Udayartoppuwa, in Dunagaha pattuwa in the Negombo District, in extent 1 rood and 5½ perches.

At 4.15 P.M.

2. All that portion marked lot H, in extent 1 rood and 36.75 perches of the land called Dehimalwatta, situate at 1st Division, Tammita, within the gravets of Negombo.

At 4.30 P.M.

3. All that divided portion, in extent 1 rood and 3 perches of the premises called and known as Dehimalwatta comprised of portions of land called Illadigewatta and Illadigekumbura, situate at 1st Division, Udayartoppuwa and 1st Division, Tammita.

At 4.45 P.M.

4. All that portion marked lot P, in extent 1 rood and 3 perches of the land called Dehimalwatta, situate at 1st Division, Tammita.

For further particulars apply to Gregory de Zoysa, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or to me—

K. L. PEREIRA,  
Negombo, January 13, 1917. Auctioneer.



**Auction Sale under Mortgage Decree of a Property  
Liyanagemulla in Negombo District.**

UNDER decree in case No. 11,206 of the District Court of Negombo, entered in favour of the plaintiff Kurukulasuriya Anthony Jafferim Fernando of Negombo, against the defendants (1) Jayakodi Arachchige Dona Justina Hamy and husband (2) Liyana-arachchige Don Stephen Appuhamy, both of Kandana, and by virtue of the order to sell issued to me, for the recovery of the amount therein stated, I shall sell by public auction at the spot at 4 P.M., on Saturday, February 10, 1917, the under-mentioned property, to wit:—

The undivided northern half share of the land called Makullagahawatta and of the buildings standing thereon, situate at Liyanagemulla, in Dasiya pattuwa in Negombo District, containing in extent about 2 acres.

For further particulars apply to Tudor Ranasinghe, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or to me—

K. L. PEREIRA,  
Auctioneer.

Negombo, January 13, 1917.

**Auction Sale under Mortgage Decree of Value Properties  
at Dandugama in Negombo District.**

UNDER decree in case No. 11,250 of the District Court of Negombo, entered in favour of Manuel Pieriswaduge Andrew Peries of Tuozella, against the defendant Mutuwadige Francisco Fernando of Dandugama, and by virtue of the order to sell issued to me, for the recovery of the amount therein stated, I shall sell by public auction at the respective spots, on Saturday, February 17, 1917, the under-mentioned properties, to wit:—

At 4 P.M.

1. The land called Siyambalagahawatta, situated at Dandugama, in Ragam pattu, in extent about 3½ acres.

At 4.30 P.M.

2. An undivided ½ share of a divided portion, in extent about 1 acre, of the land called Siyambalagahawatta, situated at Dandugama aforesaid.

For further particulars apply to M. J. P. Abayaratna, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or to me—

K. L. PEREIRA,  
Auctioneer.

Negombo, January 13, 1917.

**Sale under Mortgage Decree of Properties at Katiyala  
and Kimbulapitiya in Negombo.**

UNDER decree in case No. 10,978, D. C., Negombo, entered in favour of the plaintiff Pina Suna Awanna Thana Arunasalam Chetty of Negombo, against the defendants (1) Manam Punhi Sinno Silva Kankanama of Katiyala, (2) Manam Clementi Silva of Katiyala and Solanga-arachchige Don Jokinu Appuhamy of Disagewatta, and by virtue of the commission issued to me, for the recovery of the amount therein stated, I shall sell the under-mentioned properties by public auction, at the respective spots, on Friday, February 9, 1917, viz.:—

At 2 P.M.

(1) The lot A of the land called Ketakellagahawatta and the buildings standing thereon, situate at Katiyala in Dunagaha pattu of Alutkuru korale, in the District of Negombo, which lot is in extent 2 roods and 12½ perches.

At 2.15 P.M.

(2) The undivided 1/7 share of the land called Kongahawatta and the buildings standing thereon, situate at Katiyala aforesaid; in extent about 5 acres.

At 2.30 P.M.

(3) An undivided 1/7 share of the land called Gorakagahawatta and the buildings standing thereon, situate at Katiyala aforesaid; in extent about 7 acres.

At 2.45 P.M.

(4) An undivided 1/10 share of the land called Dawatagahawatta and the buildings standing thereon, situate at Katiyala aforesaid; in extent about 11 acres.

At 3.30 P.M.

(5) An undivided 1/6 share of the field called Urukunugahakumbura and the buildings standing thereon, situate at Kimbulapitiya, in Dunagaha pattu aforesaid; in extent 10 parras of paddy sowing ground.

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA,  
Auctioneer.

Negombo, January 16, 1917.

**Sale under Mortgage Decree of Properties at Udammitta.**

UNDER decree in case No. 11,075, D. C., Negombo, entered in favour of the plaintiff Seena Ana Suna Sidam-beram Chetty of Negombo, against the defendant Mantirige Pabilis Silva of Udammitta, and by virtue of the order issued to me, for the recovery of the amount therein stated, I shall sell the under-mentioned properties by public auction at the respective spots, on Friday, February 9, 1917, viz.:—

At 9.30 A.M.

(1) Land called Kajugahawatta, situate at Udammitta, in Ragam pattu of Alutkuru korale, in the District of Colombo, in extent about 1 rood and 30 perches, together with the cadjan thatched house and all other buildings standing thereon, as secondary mortgage.

At 10 A.M.

(2) An allotment of land called Kajugahawatta, situate at Udammitta aforesaid, in extent about 3 roods, with the buildings standing thereon, as secondary mortgage.

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA,  
Auctioneer.

Negombo, January 16, 1917.

**Sale under Mortgage Decree of Valuable Properties in  
two important Centres of the Negombo Town, viz.:—**

*That extensive tiled Building at Main street, presently occupied by Messrs. Tisseira & Co., and other well-situated Blocks of Land at Grand Street.*

UNDER decree in case No. 11,363, D. C., Negombo, entered in favour of the plaintiff Pena Roena Veeyanna Rana Ana Ramasamy Chetty, by his attorney Rawanna Mana Periasamy Palle of Negombo, against the defendants (1) Kurukulasuriya Sebastian Peries, (2) ditto Stephen Philippu Fernando and wife (3) ditto Mariya Josephine Peries, all of Kotakampu, and (4) ditto Manual Joseph Simeon Fernando of 3rd Division, Kurana, and by virtue of the order issued to me, for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by the defendants as primary mortgage by bond No. 1,133 dated June 28, 1909, and attested by Mr. D. C. S. Goonasekera, Notary Public, by public auction at the respective spots, on Wednesday, February 14, 1917, viz.:—

At 10 A.M.

(1) The portion of garden called Naidekankanemalagewatta, situate at Grand street, within the gravets and in the District of Negombo; in extent about 15 perches.

At 10.15 A.M.

(2) Another portion of garden also called Naidekankanemalagewatta, situate at Grand street aforesaid; in extent about 20 perches.

At 4 P.M.

(3) The undivided ½ share of the garden Embrallagahawatta and of the tiled boutique standing thereon, situate at Kotakampu, within the said gravets; which said entire land is in extent about 20 perches.

At 4.30 P.M.

(4) The undivided ½ share of the two tiled boutiques bearing assessment Nos. 313 and 314 standing on the portion of land Embrallagahawatta embracing the said two boutiques, situate at Kotakampu aforesaid; in extent about 1 perch.

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA,  
Auctioneer.

Negombo, January 16, 1917.

## Auction Sale.

UNDER and by virtue of the decree in case No. 5,867 of the District Court of Kurunegala entered in favour of the plaintiff, Pana Lana Pana Lana Velayudam Chetty of Colombo, against the defendants (1) Peena Muna Cheena Sinna Tamby, (2) Peena Muna Cheena Mohiyadeen Rawuther, and (3) Peena Muna Cheena Mammadu Kanny, all of Pannala, in Katugampola Medapattu korale, and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall sell by public auction, at the several spots, commencing at 1 P.M., on Saturday, February 17, 1917, the following property, to wit:—

(1) An undivided  $\frac{1}{2}$  share of Weehena of about 2 pelas paddy sowing extent, exclusive, however, of the high road on the said land, with the plantations thereon.

(2) An undivided  $\frac{1}{2}$  share of Meegahamulaweehena of about 1 timba kurakkan sowing extent, with the plantations thereon.

(3) An undivided  $\frac{1}{2}$  share of Meegahamulaweehena of about 2 lahas kurakkan sowing extent, with the plantations thereon.

(4) An undivided  $\frac{1}{2}$  share of Elowita of about 2 pelas paddy sowing extent, with the plantations thereon.

(5) Dangahakumbura of 4 beras paddy sowing extent, with the plantations thereon.

(6) An undivided  $\frac{1}{2}$  share of Dangahamulaowita of 3 pelas paddy sowing extent, with the plantations thereon.

(7) An undivided  $\frac{1}{2}$  share of Dangahamulaowita of 3 pelas paddy sowing extent, with the plantations thereon, all situate at Pannala.

(8) An undivided 12 acres extent of the eastern undivided  $\frac{1}{2}$  share from and out of the contiguous lands called Gonnaghamulahena, Katugampolaralagewatta and Elowitehena, of about 25 acres in extent, with all the plantations and the buildings erected thereon, situate at Pannala and Galayaya.

(9) Pallahekumbura of 8 lahas paddy sowing extent.

(10) The land Puranidama, towards north of Kanuketiyekumbura, of about 2 lahas paddy sowing extent, with all the plantations thereon, both situate at Elabodagama.

(11) An undivided  $\frac{2}{3}$  share of the western  $\frac{1}{2}$  share of Kanuketiyekumbura of about 15 lahas paddy sowing extent, situate at Dalupatmulla.

(12) Danpitiywatta of about 1 laha kurakkan sowing extent, with all the plantations thereon, situate at Elabodagama.

(13) Elowitesiyambalagahamulawatta of about 1 seer kurakkan sowing extent, with all the plantations and the buildings thereon, situate at Pannala, all in Katugampola Medapattu korale, Katugampola hatpattu, Kurunegala District, in the North-Western Province.

For further particulars apply to Messrs. F. N. & E. Daniels, Proctors and Notaries, Kurunegala, or to  
S. P. SOKKALINGAM PILLAI,  
Kurunegala, January 3, 1917. Auctioneer.

## Auction Sale.

In the District Court of Chilaw.

Warnaculasuriya Paulu Tissera of Ulhitiyawa... Plaintiff.

No. 5,366.

Vs.

(1) Warnaculasuriya Martinu Fernando, (2) ditto Davithu Fernando, both of Ulhitiyawa, (3) Warnaculasuriya Christina Fernando of Wenappuwa..... Defendants.

UNDER and by virtue of the commission issued to us in the above case, we shall sell the under-mentioned properties by public auction, at the spots, on Saturday, January 27, 1917, commencing at 10 A.M. :—

1. The divided  $\frac{1}{2}$  share of the land called Madangahawatta, situate at Ulhitiyawa, in Pitigal korale south of the District of Chilaw, in extent about 50 coconut trees plantable soil and the buildings standing thereon.

2. The divided eastern  $\frac{1}{2}$  share of the land called Padinchi Divulgahawatta, situate at Ulhitiyawa, in Pitigal korale south of the District of Chilaw, in extent of about 40 coconut trees plantable soil and the buildings standing thereon.

Chilaw, January 8, 1917.

R. RAJARATNAM  
for the Chilaw Agency.

## Application for Enrolment as a Notary Public.

ACCORDING to the section 3 of Ordinance No. 1 of 1907, I, Sempakkuddi Joseph Seentamby, Periyakallar, Batticaloa, do hereby give notice that, three months hence, I shall apply to the Registrar-General to be admitted and enrolled a Notary Public to practise in the District of Batticaloa in the Tamil language.

Periyakallar,

S. J. SEENTAMBY

Batticaloa, December 29, 1916.

## Application for Enrolment as a Notary Public.

IN terms of section 8 of Ordinance No. 1 of 1907, three months hence, I, the undersigned, David Charles Karunatilake, of Wigoda, in Dasiya pattu of Alagaha Korale, shall apply to the Registrar-General to be admitted as a Notary Public to practise in Sinhalese language within the District of Negombo.

Wigoda, January 1, 1917.

D. C. KARUNATILAKE.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

## Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Friday, December 1, 1916.

The Council met this day at 3 P.M., pursuant to notice dated November 24, 1916.

Present:—Mr. R. W. Byrde, Chairman; Mr. C. P. Dias; Major A. W. de Wilton; Mr. L. B. Fernando; Mr. N. H. M. Abdul Cader; Mr. Arthur Alvis; Mr. H. L. de Mel; Mr. E. G. Jayewardene; Dr. W. P. Rodrigo; Mr. J. A. Perera; Mr. T. L. Villiers; Mr. F. R. Senanayake; the Hon. Dr. G. J. Rutherford; Mr. W. C. S. Ingles; and Mr. W. A. Cave.

1. The Minutes of the General Meeting of November 3, 1916, having been previously printed and copies thereof having been sent to each Member of Council, were taken as read.

Resolved that the Minutes of the General Meeting of November 3, 1916, be confirmed.

2. The Chairman read the following:—

There have been 18 further cases of human plague and 5 cases of rat plague recorded for the month of November, bringing the totals for the year up to 259 human and 59 rat cases. The corresponding totals for last year were 115 human and 60 rat cases, while in the preceding year there were 383 cases of human plague. Of the 18 human cases, 11 were septic and 7 bubonic in character. All proved fatal, but one bubonic case which recovered at the Infectious Diseases Hospital. The chief centres were Stewart's street, Slave Island, Jampettah street, Chekku street, Mutwal street, and Symond's road.

3. Pursuant to notice, Mr. E. G. Jayewardene presented a petition from K. U. A. Mohamed Omer of No. 7, Symond's road, praying for permission to repair certain buildings falling within the street lines laid down in Symond's road, and offering to enter into a notarial bond at his expense, binding himself, his heirs, executors, administrators, and assigns to remove the building which falls within the street lines whenever required by the Council for widening the street, and moved that the said petition be referred for consideration and report to the Law and Works Committees.

The Chairman stated that he would refer the petition to the Standing Committees on Law and General Subjects and Municipal works.

4. Pursuant to notice, Mr. E. G. Jayewardene asked the Chairman, with reference to the resolution of the Law Committee deputing a Member of the said Committee to interview, and consult with, the Council's lawyers and counsel with regard to action No. 46,031 of the District Court of Colombo, whether there have been in the past other instances in which a Member of this Council was deputed either by the Chairman, or by the Council, or by a Standing Committee to interview and consult with the Council's lawyers in regard to any action before the courts, and if there have been such instances whether the Member concerned did act in the matter or not.

The Chairman replied as follows :—

I have not been able to find a previous case in which a Member of the Council has been deputed by the Council or by a Standing Committee to interview and consult with the Council's lawyers with regard to an action before the courts. But I find that there was a case in January, 1913, in which the Chairman made such a deputation with regard to the action taken against the Council by the late Mr. H. E. de Silva, *ex-Sanitary Inspector*.

In that instance the Chairman, Mr. W. E. Thorpe, wrote to the Member for Wellawatta on January 21, 1913, as follows :—

"I have the honour to inform you that Mr. H. E. de Silva, late Sanitary Inspector, is suing the Council for damages for wrongful dismissal, and the Council's lawyers have been instructed to defend the action. As you appear to know a great deal about the whole matter, and to have taken a considerable part in the proceedings all through, it would be well, if you choose to do so, to see Mr. Julius from time to time and indicate any points you think important."

In reply the Member for Wellawatta stated that he would be most pleased to do all he could in the matter, and requested that Mr. Julius might let him know what he could do to help him. The Chairman in his answer said that he thought it would be simplest if the Member would be good enough to see Mr. Julius himself.

Messrs. Julius & Creasy informed me that the interview took place on January 29, 1913.

Mr. C. P. Dias moved that the Council do go into Committee to consider items Nos. 5 to 11 on the agenda.—  
Mr. E. G. Jayewardene seconded.—Carried.

5-10. The following extracts from the Standing Committees named were laid before the Council in Committee.

*Extract from the Minutes of the Standing Committees on Sanitation and Markets and Law and General Subjects (meeting together) of October 23, 1916.*

(2) To consider the question of :—(a) fixing the price of meat and mutton sold in Colombo ; (b) the applications for meat and mutton stalls in Slave Island.—(a) It is agreed that, in view of the opinion of counsel, the condition with regard to fixing the price of beef and mutton in the case of such private stalls cannot be imposed ; (b) recommended that a license be granted to Mohideen Mastan to open a beef and mutton stall at No. 1, Hyde park corner (opposite the Victoria Mills), provided the building is put in order to meet the requirements of the Medical Officer of Health.

Dr. W. P. Rodrigo moved that the Committee recommends that the applications for opening meat stalls in De Soysa buildings be refused. Mr. F. R. Senanayake seconded.—Carried.

Mr. J. A. Perera dissents from the resolution on the following grounds, *viz.* :—That the Sanitation Committee, he understands, was of opinion that these buildings were not objectionable from a sanitary point of view and that it was possible to render them sanitary, but that they considered that there was a sufficient number of markets in the neighbourhood and that there was no necessity to add to them and that the latter reason is not, in his opinion, one which should influence the question of granting or refusing a license.

(Resolution of Council of November 3, 1916.)

With regard to the above item, Mr. E. G. Jayewardene moved that the consideration of the matter be deferred, and that the papers be circulated. Mr. C. P. Dias seconded.—Carried.

Resolved that the recommendation of the Standing Committees marked (a) be adopted.

With regard to the applications to open meat and mutton stalls in De Soysa buildings, the Hon. Dr. G. J. Rutherford opposed the opening of more meat stalls unless as a matter of absolute necessity.

Mr. J. A. Perera and Mr. C. P. Dias opposed the recommendation of the Standing Committees and were in favour of the increase of meat and mutton stalls in this centre.

Mr. F. R. Senanayake, Mr. T. L. Villiers, and Dr. W. P. Rodrigo spoke in favour of the recommendation of the Standing Committees.

Mr. J. A. Perera formally moved that the licenses as per the following list attached to the recommendation of the Standing Committee on Sanitation and Markets of May 24, 1916, be granted, provided that the buildings are put in order to meet the requirements of the Medical Officer of Health.—Mr. C. P. Dias seconded.

*List referred to above.*

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

The Chairman put the motion to the Meeting and declared it lost, 5 voting for it and 10 against.

Mr. J. A. Perera called for a division, and the Council divided as follows :—

*For.*

Mr. J. A. Perera  
Mr. E. G. Jayewardene  
Mr. Arthur Alvis  
Mr. N. H. M. Abdul Cader  
Mr. C. P. Dias

*Against.*

Mr. W. A. Cave  
Mr. W. C. S. Ingles  
The Hon. Dr. G. J. Rutherford  
Mr. F. R. Senanayake  
Mr. T. L. Villiers  
Dr. W. P. Rodrigo  
Mr. H. L. de Mel  
Mr. L. B. Fernando  
Major A. W. de Wilton  
The Chairman.

Mr. L. B. Fernando moved that the recommendation of the Standing Committees be adopted. Dr. W. P. Rodrigo seconded.—Carried.

*Extract from the Minutes of the Standing Committees on Finance and Sanitation—Markets (meeting together) of November 17, 1916.*

- (2) To consider the suggestion by the Member for Wellawatta Ward *re* establishing a system of rewards to be granted to persons (other than the occupants of the infected house and persons legally bound to give such information) for information leading to the discovery of concealed cases of smallpox. The cost, about Rs. 400 per annum, to be met from Vote H. (a) 4 (Prevention of Infectious Diseases).—Recommended.
- It is further recommended that the amount of the reward be fixed in each case by the Chairman at a sum not exceeding Rs. 25.

Resolved that the recommendation of the Standing Committees be adopted.

*Extract from the Minutes of the Standing Committee on Sanitation and Markets of November 17, 1916.*

- (3) To consider an application for a beef stall at No. 30 B, Green street.—The Committee is not prepared to recommend the grant of the application. The Chairman is of opinion that in the circumstances the application might be granted.

With regard to the above item, the Chairman moved that the consideration of the matter be deferred owing to the absence of the Ward Member (Dr. E. V. Ratnam). Mr. H. L. de Mel seconded.—Carried.

*Extracts from the Minutes of the Standing Committee on Law and General Subjects of November 22, 1916.*

- (2) To consider the draft by-laws *re* public performances.—Recommended that the draft by-laws be adopted under section 110 (15) of Ordinance No. 6 of 1910.
- (3) In view of the expiration on December 31, 1916, of the present contract with the Colombo Gas and Water Co., Ltd., for the supply of gas to the town of Colombo, to consider the terms of the new contract to be entered into with the company.—Recommended that the terms of the existing contract be continued for the period of the war, subject to the alterations of the price of gas in accordance with the sliding scale in Schedule No. 1, and to the alteration in the price of service, columns, &c. in Schedule No. 2 (annexed on page 94).
- (4) To consider the question of Mr. Warwick Major's liability in regard to non-fulfilment of the terms of his agreement with the Council concerning the "Warwick Mansions," in Short's road, Slave Island.—Recommended that the default be brought to the notice of Mr. Warwick Major, and that he be noticed to complete a portion of the building to the value of Rs. 150,000 within a period of one year from the date of the service of the notice, and the remaining portion to a total value of Rs. 250,000, within two years of the date of the service of the notice, and that he also be called upon to pay an additional sum of Rs. 5 a day until completion of the building.
- (8) To consider the new form of agreement to be adopted for the supply of water by meter for shipping purposes.—The alterations suggested by the Standing Committee on Finance at its meeting of October 25, 1916, are approved (amended form attached on page 93).
- (9) To consider the suggested amendment of by-law No. 62 of chapter VIII. of the Municipal by-laws.—Recommended that the word "twelve" be omitted in line 18 and that the word "fifteen" be inserted.
- (10) To consider the further amendment of the proposed rule No. 27 of the Taxi-Cab rules in the light of letter No. 175 of October 25, 1916, from the Hon. the Colonial Secretary.—Recommended that the following rule be adopted:—

27. (1) No person shall drive a car licensed under rule 25 and rule 26 unless he holds a special license from the Chairman of the Municipal Council, Colombo.

(2) An applicant for a license under this section shall not be entitled to receive such a license unless he shall satisfy the Chairman of the Municipal Council, Colombo, that he is acquainted with the principal places and streets in and around Colombo, and is in all respects a fit and proper person to be a driver of a motor car licensed under the aforesaid rules.

With regard to item No. 2 above (corresponding to items Nos. 9 and 26 of the Standing Committees on Municipal Works and Finance of November 24, 1916, respectively), Mr. J. A. Perera moved that—(1) the words "by such licensee" in rule 79, line 7, of the draft by-laws be deleted; (2) that the words "those permitted to stand" be inserted after the word "except" in the last line but one of rule 81 (a); (3) that the words "likely to be" be inserted after the word "are" in condition No. 7 attached to Form A of the license on page 14.—Mr. E. G. Jayewardene seconded.—Carried.

With regard to item No. 3 (corresponding to item No. 2 of the extracts from the Minutes of the Standing Committee on Finance of November 24, 1916), resolved that the terms of the existing contract, subject to the alteration of the price of gas in accordance with the sliding scale in Schedule No. 1, submitted by the Gas Company, and the alteration in the price of service, columns, &c., in Schedule No. 2, be continued for the year 1917, and to the end of the year 1918, or till the termination of the war, whichever event may first occur, subject to such modifications and alterations which may be mutually agreed upon (Schedules referred to are attached on page 94).

With regard to item No. 4 (corresponding to item No. 14 of the extracts from the Minutes of the Standing Committee on Finance of September 29, 1916), resolved that the recommendations of the Standing Committees be adopted.

With regard to item No. 8 (corresponding to item No. 22 of the extracts from the Minutes of the Standing Committee on Finance of October 27, 1916), the Chairman moved that the matter be postponed for consideration at a later meeting. Dr. W. P. Rodrigo seconded.—Carried.

Resolved that the recommendations of the Committee regarding the remaining items be adopted.

*Extracts from the Minutes of the Standing Committee on Municipal Works of November 24, 1916.*

- (2) To consider the correspondence with Government with regard to the expenditure to be borne by Government and the Council, respectively, in regard to the maintenance of trunk roads.—Recommended that the offer of Government be submitted to the Council for approval.
- (5) To recommend that the Council should, with the sanction of His Excellency the Governor in Executive Council, under section 149 (1) of Ordinance No. 6 of 1910, widen the Galle Face roads in accordance with the lines set out in plans Nos. 803, 828, and 831 signed by the Works Engineer, and bearing dates July 7, August 12, and August 15, 1916, respectively.—Recommended that the lines be adopted with a view to the future widening of the street.
- (7) To consider an estimate of Rs. 659.74 from the Waterworks Engineer for laying a 3-inch water main in the private lane off Temple road, Maradana.—Recommended.
- (9) To consider the draft by-laws *re* public performances.—Recommended.
- (10) To consider an estimate of Rs. 1,422 from the Waterworks Engineer for laying a 3-inch water main for a length of 237 yards in 5th lane, Colpetty.—Recommended.

- (11) To recommend the transfer of a sum of Rs. 150 from Vote I. (c) 30, Works Department (Maintenance and Repairs to Plant) to Vote I. (i) 60 (Printing Department Machinery Upkeep) to meet the cost of repairs to the machinery of the Printing Department.—Recommended.
- (12) To recommend an increase of Rs. 30,000 on the Estimate for the Colombo Waterworks Extensions.—Recommended.
- (13) To consider an estimate of Rs. 1,320 from the Waterworks Engineer for laying a 3-inch water main for a length of 220 yards in 6th lane, Colpetty.—Recommended.
- (14) To consider an estimate of Rs. 1,080 from the Waterworks Engineer for laying a 3-inch water main for a length of 180 yards in 10th lane, Bambalapitiya.—Recommended.

With regard to item No. 2 (corresponding to item No. 10 of the extracts from the Minutes of Standing Committee on Finance of November 24, 1916), resolved that the consideration of the matter be postponed, and that the papers be circulated.

With regard to item No. 5 (corresponding to item No. 16 of the extracts from the Minutes of the Standing Committee on Finance of November 24, 1916), Dr. W. P. Rodrigo moved that the matter be postponed, and that the papers be circulated. Mr. H. L. de Mel seconded.—Carried.

With regard to item No. 9 (corresponding to items Nos. 2 and 26 of the Standing Committees on Law and General Subjects and Finance of November 22 and 24, 1916, respectively), resolved that the draft by-laws, as amended, be adopted. Resolved that the recommendations of the Committee regarding the remaining items be adopted.

*Extract from the Minutes of the Standing Committee on Finance of September 29, 1916.*

- (14) To consider the question of Mr. Warwick Major's liability in regard to non-fulfilment of the terms of his agreement with the Council concerning the "Warwick Mansions" in Short's road, Slave Island.—It is considered that Mr. Warwick Major should be called upon to pay the extra Rs. 5 a day, and that he also be called upon to insure in the joint name of the Council and himself. Resolved that the recommendations of the Law and Finance Committees of November 22, 1916, be adopted.

*Extract from the Minutes of the Standing Committee on Finance of October 27, 1916.*

- (22) To consider the new form of agreement to be adopted for the supply of water by meter for shipping purposes.—Resolved that the form be amended as follows:—  
In paragraph 3, line 3, read. "The Chairman of the Municipal Council" for the "Municipal Council."  
Paragraph 7 to read. "The Chairman of the Municipal Council shall have the power to require the consumer to provide such further or other security as he may deem necessary."  
Paragraph 8 to read. "It shall not be lawful to the consumer to assign or transfer any right under this agreement, and, in the event of any consumer attempting or purporting to do so, the Chairman may discontinue the supply."  
(Form as amended above is annexed on page 93.)  
Resolved that the matter be postponed for consideration at a later meeting.

*Extracts from the Minutes of the Standing Committee on Finance of November 24, 1916.*

- (2) In view of the expiration on December 31, 1916, of the present contract with the Colombo Gas and Water Co., Ltd., for the supply of gas to the town of Colombo, to consider the terms of the new contract to be entered into with the Company.—Recommended that the terms of the existing contract, subject to the alteration of the price of gas in accordance with the sliding scale in Schedule No. 1, submitted by the Gas Company, and the alteration in the price of service, columns, &c., in Schedule No. 2, be continued for the years 1917-1918, subject to such modifications and alterations which may be mutually agreed upon at the termination of the war, if that event occur before the end of 1918. (Schedules referred to are annexed on page 94).
- (4) To consider a letter from Messrs. Julius and Creasy with reference to the lease of the Pavilion Theatre site.—It is recommended that an action should be taken against the lessee for the determination of the lease and the recovery of all dues.
- (6) To recommend the re-transfer of premises No. 758,759/277A, Dematagoda, vested in the Council, to Pavistina Perera Jayatilaka Hamine in consideration of the payment of Rs. 481.65, being amount of the taxes which would have been due had the property not been vested in the Council, and costs.—Recommended, provided that all taxes are paid up to the end of the quarter in which the conveyance is made, together with all costs.
- (8) To recommend the re-transfer of premises No. 1,703/67, Temple road, vested in the Council, to Mr. C. W. de Silva, in consideration of the payment of Rs. 254.35, being amount of the taxes which would have been due had the property not been vested in the Council, and costs.—Recommended, provided that all taxes are paid up to the end of the quarter in which the conveyance is made, together with all costs.
- (9) To recommend the re-transfer of premises No. 1,030/109, Colpetty, vested in the Council, to Mr. Amarasinghegey Albert Silva alias Alfred Silva, in consideration of the payment of Rs. 233.51, being amount of the taxes which would have been due had the property not been vested in the Council, and costs.—Recommended, provided that all taxes are paid up to the end of the quarter in which the conveyance is made, together with all costs.
- (10) To consider correspondence with Government with regard to the expenditure to be borne by Government and the Council, respectively, in regard to the maintenance of trunk roads.—Recommended that the offer of Government as set out in letter No. 191/014691 of November 15, 1916, from the Hon. the Colonial Secretary be submitted to the Council for approval.
- (15) To recommend a gratuity of Rs. 150 to the widow and two minor children of the late Mr. J. A. Carnie, Keeper of the Liveramentu Cemetery, as follows:—Three months' pay to the widow, Rs. 90; one month's pay to each of the two minor children, Rs. 60; total, Rs. 150.—Recommended.
- (16) To recommend that the Council should, with the sanction of His Excellency the Governor in Executive Council, under section 149 (1) of Ordinance No. 6 of 1910, widen the Galle Face roads in accordance with the lines set out in plans Nos. 803, 828, and 831 signed by the Works Engineer, and bearing dates July 7, August 12, and August 15, 1916, respectively.—Recommended that the lines be approved with a view to the future widening of the roads.
- (18) To consider an application from Mr. C. M. Young, the Financial Assistant, for an extension of leave till about December 22.—Recommended that the leave be granted.

- (19) To consider letter No. 178 of November 1, 1916, from the Hon. the Colonial Secretary regarding the pension to be granted to Fireman S. Tegal of the Fire Brigade.—Recommended that the pension be reduced by Re. 1 a month.
- (20) To consider an estimate of Rs. 659·74 from the Waterworks Engineer for laying a 3-inch water main in the private lane off Temple road, Maradana.—Recommended.
- (21) To recommend the addition of a supplementary sum of Rs. 12,500 to Vote M. 13, Sanitation Department (Pumping Stations), to meet the balance cost of 300 tons of anthracite coal, at Rs. 125 per ton.—Recommended.
- (22) To recommend the transfer of a sum of Rs. 3,250 from Vote M. 11, Sanitation Department (Upkeep and Repair of Sewers) to Vote M. 13 (Pumping Stations), to meet heavy expenditure on fuel and purchase of bracket links from the Resident Engineer, Colombo Drainage Works, not provided for in the Estimates.—Recommended.
- (24) To recommend the re-transfer of premises No. 1,412/21A, Maligakanda, vested in the Council, to Mrs. R. A. Fernando, in consideration of the payment of Rs. 330, being amount of the taxes which would have been due had the property not been vested in the Council, and costs.—Recommended, provided that all the taxes up to the end of the quarter in which the conveyance is executed are paid, together with all costs.
- (25) To consider the question of instituting a Medal for the members of the Fire Brigade for meritorious services.—Recommended, the cost to be met from Vote G. (3) Uniforms.
- (26) To consider the draft by-laws re public performances.—Recommended.
- (27) To consider the question of the payment of arrears of increments, amounting to Rs. 140, due to Mr. T. E. de S. Wijeyaratne, Surveyor, Works Department, as follows:—From May 1 to December 31, 1915, Rs. 40; from January 1 to April 30, 1916, Rs. 20; from May 1 to December 31, 1916, Rs. 80; total Rs. 140.—Recommended.
- (30) To consider an estimate of Rs. 1,422 from the Waterworks Engineer for laying a 3-inch water main for a length of 237 yards in 5th lane, Colpetty.—Recommended.
- (31) To recommend the transfer of a sum of Rs. 150 from Vote I. (c) 30, Works Department (Maintenance and Repairs to Plant) to Vote I. (i) 60 (Printing Department Machinery Upkeep), to meet the cost of repairs to the machinery of the Printing Department.—Recommended.
- (34) To recommend an increase of Rs. 30,000 on the estimate for the Colombo Waterworks Extensions.—Recommended.
- (35) To consider an estimate of Rs. 1,320 from the Waterworks Engineer for laying a 3-inch water main for a length of 220 yards in 6th lane, Colpetty.—Recommended.
- (36) To consider an estimate of Rs. 1,080 from the Waterworks Engineer for laying a 3-inch water main for a length of 180 yards in 10th lane, Bambalapitiya.—Recommended.
- (38) To recommend the transfer of a sum of Rs. 1,300 from vote H. (a) 11 Public Health Department (Stationery) to H. (a) 7 (Uniforms) to meet the increased rate for uniforms of Rs. 6 each, as against Rs. 3·50 provided in the Estimates.—Recommended.
- (39) To recommend the transfer of a sum of Rs. 500 from vote H. (d) 22 Public Health Department (Tools and Equipment, Markets) to vote H. (c) 20 (Extras, &c.), to meet the cost of some equipment urgently required for the Enteric Hospital.—Recommended.
- (40) To consider the question of the payment of Rs. 437·13 as overtime as under to the following officers engaged in the collection of riot tax:—

COMMUTATION BRANCH.			ASSESSMENT BRANCH.				
Names.	Amount Due.		Names.	Amount Due.			
	Rs.	c.		Rs.	c.		
Mr. E. P. F. Wijeyaratne	..	47	19	Mr. C. E. Perera	..	41	14
Mr. D. D. Bandaranayaka	..	42	92	Mr. J. H. P. Walker	..	76	2
Mr. K. E. Perera	..	41	96	Mr. L. C. Alwis	..	35	85
Mr. J. W. Fernando	..	24	72	Mr. C. Serasinghe	..	13	18
Mr. D. K. Jayasekera	..	38	32	Mr. B. E. Wickremesinghe	..	15	65
Mr. W. B. Nelson	..	40	90				
Manual Appu, Peon	..	19	28			437	13

Recommended.

- (42) To recommend the transfer of premises No. 2,135/37, Mayfield road, vested in the Council, to Muttusamy Nadarajah, Muttusamy Visalatchi, and Muttusamy Rajenderam (children of Marimuttu Muttusamy, deceased) in consideration of the payment of Rs. 236·69, being amount of the taxes which would have been due had the property not been vested in the Council, and costs.—Recommended, provided that all rates and taxes up to the end of the quarter in which the conveyance is made are paid, together with all costs.

With regard to item No. 4, the Chairman moved that the public do retire while this matter is being discussed.

Mr. Arthur Alvis seconded.—Carried.

The public then withdrew.

Mr. Arthur Alvis moved that the recommendation of the Standing Committee be adopted. Mr. L. B. Fernando seconded.—Carried.

Resolved that the recommendations of the Standing Committee regarding the remaining items, as amended, be adopted.

11. To consider the report of the Special Committee re-appointed on January 13, 1916, "to inquire into the cause or causes of the unusually long duration of the present epidemic of smallpox."

Mr. E. G. Jayewardene moved that the consideration of the matter be deferred, and that the papers be circulated.

Mr. H. L. de Mel seconded.—Carried.

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

The Chairman formally moved in Council that the resolutions of Council in Committee, as amended, be adopted.

Mr. C. P. Dias seconded.—Carried.

12. The Draft Budget for 1917 containing:—(a) An estimate of available Municipal income; (b) details of proposed expenditure, as printed and published in the *Government Gazette* and circulated among the Members, according to the provisions of section 97 of Ordinance No. 6 of 1910, was submitted to the Council. Its further consideration was deferred for the Special Meeting called for December 8, 1916.

Mr. Arthur Alvis moved that the following items on the Agenda, viz.:—Nos. 13 to 16 be adopted. Mr. E. G. Jayewardene seconded.—Carried.

13. To sanction excess leave of 3 further days making 28 days over 42 days granted to A. D. Martin, Binder, Public Health Department, owing to ill-health.
14. To sanction excess leave of 5 days over 42 days granted to Mr. H. D. P. Wijesinghe, Clerk, Veterinary Department, owing to ill-health.
15. To sanction excess leave of 99 days over 42 days granted to Baron Fonseka, Peon, Works Department, owing to ill-health.
16. To sanction excess leave of 3 days over 42 days granted to Mr. Henry Perera, Clerk, Conservancy Depot. The following documents were laid on the table :—
17. The City Analyst's reports on town water for November, 1916, and the Municipal Bacteriologist's report on town water for November, 1916.
18. The Progress Report No. 69 of the City Sanitation Engineer for November, 1916.
19. The report of the Resident Engineer, Colombo Drainage Works, for October, 1916.
20. Statement of receipts and disbursements from January 1, 1916, to October 31, 1916, together with a statement of No. 2 account (riot) up to October 31, 1916, and progress reports showing expenditure up to October 31, 1916.
- Return of Committees of the Municipal Council for 1916.
- Proceedings of Committees.
- C. L. I. Band programme for January, 1917.
- Return of average daily supply and consumption of water for October, 1916.
- The Works Engineer's report for October, 1916, on the condition of tramway routes.
- Report of the Municipal Bacteriologist of work done during October, 1916.
- Diaries of the following officers for the month of November, 1916 :—

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

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

Confirmed on January 12, 1917 :

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

FORM OF AGREEMENT REFERRED TO IN ITEMS NOS. 8 AND 22 OF THE EXTRACTS OF THE MINUTES OF THE  
STANDING COMMITTEES ON LAW AND GENERAL SUBJECTS AND FINANCE OF NOVEMBER 22 AND  
OCTOBER 27, 1916, RESPECTIVELY.

AGREEMENT for a supply of water by meter for shipping purposes, between \_\_\_\_\_ (hereinafter styled the "consumer") on the one part, and the Municipal Council of Colombo on the other part.

2. In consideration of being allowed a supply of water for shipping, the consumer hereby agrees to abide by the conditions hereinafter set forth :—

- (a) That the water shall be supplied through a \_\_\_\_\_ inch meter.
- (b) That the consumer shall pay or cause to be paid to the Municipal Council the sum of Rupees \_\_\_\_\_ a quarter in advance for the rent of the meter.
- (c) That the consumer shall pay or cause to be paid to the Colombo Municipal Council at the rate of Rupees \_\_\_\_\_ per thousand gallons for the quantity of water supplied during each month. The first payment to be made on the first day of \_\_\_\_\_.
- (d) That the consumer shall deposit with the Municipal Council a sum of Rs. \_\_\_\_\_ as security.

3. If the rent of the meter or the charges for water are not paid to the Municipal Council on the due date, the right to the use of the service shall be forfeited, and the Chairman of the Municipal Council may discontinue the supply.

4. The provisions of Ordinance No. 18 of 1907, and of the regulations made thereunder, shall be taken as part of this agreement, and any regulations which may be made hereafter under any sections of the said Ordinance or any statutory modification thereof shall also be binding on the parties to this agreement.

5. The agreement may be determined by either party giving to the other party 15 days' notice of his or its intention to determine the same.

6. As security for the due payment of the rent of the meter and the charges for water supplied and all sums of money due under by virtue or in respect of this agreement, the consumer doth hereby mortgage and hypothecate to and with the Municipal Council the sum of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) deposited by him with the Municipal Council of Colombo on the \_\_\_\_\_ day of \_\_\_\_\_, 191 —, as per receipt hereto annexed.

7. The Chairman of the Municipal Council shall have the power to require the consumer to provide such further or other security as he may deem necessary.

8. It shall not be lawful to the consumer to assign or transfer any right under this agreement, and, in the event of any consumer attempting or purporting to do so, the Chairman may discontinue the supply.

Signed at Colombo, this \_\_\_\_\_ day of \_\_\_\_\_, 191 —.

\_\_\_\_\_ Consumer.

Witness to Signatures :

(1) \_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_ Waterworks Engineer on behalf  
of the Municipal Council.

SCHEDULES REFERRED TO IN NOS. 3 AND 2, RESPECTIVELY, OF THE EXTRACTS FROM THE MINUTES OF THE  
STANDING COMMITTEE ON MUNICIPAL WORKS AND FINANCE OF NOVEMBER 24, 1916.

*Schedule No. 1.*

During the duration of the war the Company shall be entitled to receive payment in respect of their supply of gas after the rates following, viz. :—

(a) For gas supplied to private consumers per meter the price shall be determined according to the price being paid by the Company per ton of coal delivered at its works, dependent on the following scale :—

When such price of coal is :—

	The price shall be per 1,000 cubic ft. of gas supplied. Rs. c.
Over Rs. 11·50 per ton but not over Rs. 13·50 per ton	4 25
Over Rs. 13·50 per ton but not over Rs. 15·50 per ton	4 50
Over Rs. 15·50 per ton but not over Rs. 17·50 per ton	4 75
Over Rs. 17·50 per ton but not over Rs. 19·50 per ton	5 0
Over Rs. 19·50 per ton but not over Rs. 21·50 per ton	5 25
Over Rs. 21·50 per ton but not over Rs. 23·50 per ton	5 50
Over Rs. 23·50 per ton but not over Rs. 25·50 per ton	5 75
Over Rs. 25·50 per ton but not over Rs. 27·50 per ton	6 0

and so on, 25 cents additional per 1,000 cubic feet of gas supplied for every further increase of Rs. 2 or part thereof on price per ton of coal delivered at the works of the Company.

The Company will give two months' notice to the Council before December 31 of the price per 1,000 cubic feet for the year following based on above scale.

(b) For gas supplied to the Council per meter for lighting purposes at the rate of Re. 1 less than the lighting rate settled by clause (a) of this schedule, which rate shall include maintenance of mantles, mantle rods, burner and cock, glass bulbs, lantern glasses, loss by theft or damage, and painting.

(c) The maintenance rate for each incandescent lamp containing a single No. 3 "Kern" or other incandescent burner complete as described in clause 5, including gas consumed, lighting, and extinguishing mantles, cleaning, loss by theft or damage, repairs, and painting both lantern and column or bracket and number plate, provided that the number of burning hours be not more or less than 4,468 per burner per annum shall be Rs. 85·84 for the year 1917, thereafter at a proportional increase or decrease per cent. determined by the alteration in the lighting rate settled by clause (a) of this schedule.

(d) A single No. 3 "Kern" or other incandescent burner as described in clause 5, including gas consumed, lighting, and extinguishing mantles, cleaning, loss by theft or damage, repairs, and painting both lantern and column or bracket and number plate, provided the number of burning hours be not more or less than 2,234 per burner per annum Rs. 49·59 for the year 1917, thereafter at a proportional increase or decrease per cent. determined by the alteration in the lighting rate settled by clause (a) of this schedule.

(e) The maintenance rate for each incandescent lamp similar to that described in sub-clauses (c) and (d) above, but containing two No. 3 "Kern" or other incandescent burners or one large burner equivalent thereto in illuminating power, including gas, &c., as in sub-clause (c) shall be for not more or less than 4,468 hours per burner per annum Rs. 165·88 for the year 1917, thereafter at a proportional increase or decrease per cent. determined by the alteration in the lighting rate settled by clause (a) of this schedule.

(f) The maintenance rate for two No. 3 "Kern" or equivalent burner, including conditions as set forth in sub-clauses (c) and (d) shall be for not more or less than 2,234 hours per burner per annum Rs. 97·73 for the year 1917, thereafter at a proportional increase or decrease per cent. determined by the alteration in the lighting rate settled by clause (a) of this schedule.

(g) The maintenance rate for each incandescent lamp similar to that described in sub-clause (c) but containing three No. 3 "Kern" burners or one burner with equivalent power, including conditions as in sub-clause (c) shall be for not more or less than 4,468 hours per burner per annum Rs. 244·47 for the year 1917, thereafter at a proportional increase or decrease per cent. determined by the alteration in the lighting rate settled by clause (a) of this schedule.

(h) The maintenance rate for each incandescent lamp similar to that described in sub-clause (c) but containing three No. 3 "Kern" burners or one burner with equivalent lighting power, including the conditions in sub-clause (c) shall be for not more than 2,234 or less hours per burner per annum Rs. 144·42 for the year 1917, thereafter at a proportional increase or decrease per cent. determined by the alteration in the lighting rate settled by clause (a) of this schedule.

(i) The maintenance rate for lamps containing a greater number of burners or a burner consuming more gas than that consumed by three No. 3 "Kern" burners shall be settled independently of this contract by the Council and the Company.

(j) The maintenance rate for each incandescent No. 3 "Kern" burner that shall be lighted at the express request of the Council made in writing, as provided in clause 9, for a greater number of hours than 2,234 per annum shall be cents 1·921 per burner per hour for the year 1917, thereafter at a proportional increase or decrease per cent. determined by the alteration in the lighting rate settled by clause (a) of this schedule.

(k) Should the Council require the Company to supply it with gas for motive power purposes, such gas shall be supplied at Rs. 4·15 per 1,000 cubic feet as registered by a wetmeter for the year 1917, and thereafter at a proportional increase or decrease per cent. determined by the alteration in the lighting rate settled by clause (a) of this schedule.

*Schedule No. 2.*

The price to be paid to the Company for a complete new service lamp column, frog, lantern, anti-vibrator, and burner with mantle, &c., complete and in working order as in clause 5 of the contract described, including number plate shall be Rs. 90.



**Minutes of Proceedings of a Special Meeting of the Municipal Council of Colombo held in the Town Hall  
on Friday, December 8, 1916.**

THE Council met this day at 3 P.M., pursuant to notice dated December 1, 1916, to finally consider the Budget for the year 1917, in accordance with the provisions of section 98 of Ordinance No. 6 of 1910.

*Present*:—Mr. R. W. Byrde, Chairman; Mr. C. P. Dias; Mr. L. B. Fernando; Mr. N. H. M. Abdul Cader; Mr. Arthur Alvis; Mr. H. L. de Mel; Mr. E. G. Jayawardene; Dr. W. P. Rodrigo; Mr. J. A. Perera; Mr. T. L. Villiers; Mr. F. R. Senanayake; and Mr. W. A. Cave.

The Chairman, with the permission of Council, moved that this Council do place on record their deep regret at the sad death of Dr. D. P. Banajee, a Member of this Council, and their high appreciation of the valuable services rendered by him to the Council. And that the Chairman do convey to his sorrowing family the condolences of this Council. Mr. C. P. Dias seconded.—Carried unanimously.

The motion was then put to the meeting and passed in silence, all the Members standing.

Mr. C. P. Dias moved that the Council do go into Committee to consider the Draft Budget for 1917. Mr. L. B. Fernando seconded.—Carried.

Dr. W. P. Rodrigo after commenting on the loss of riot compensation cheque No. 538 for Rs. 7,500, moved that the salaries of all officers in the Finance Department from Nos. 1 to 82 on page 12 of the Draft Budget be reduced by 5 per cent. until the sum of Rs. 7,500 lost be recovered to the ratepayers. Mr. H. L. de Mel seconded *pro forma*.

The Chairman pointed out that if the motion were carried, a large number of persons not responsible for the loss would be punished.

Mr. J. A. Perera and Mr. E. G. Jayawardene spoke against the motion.

The Chairman put the motion to the meeting and declared it lost 1 voting for it and 11 against.

Mr. T. L. Villiers called for a division and the Council divided as follows:—

*For.*

Dr. W. P. Rodrigo.

*Against.*

Mr. W. A. Cave.  
Mr. F. R. Senanayake.  
Mr. T. L. Villiers.  
Mr. J. A. Perera.  
Mr. E. G. Jayawardene,  
Mr. H. L. de Mel.  
Mr. Arthur Alvis.  
Mr. N. H. M. Abdul Cader.  
Mr. L. B. Fernando.  
Mr. C. P. Dias.  
The Chairman.

Mr. H. L. de Mel commented on the recent resignations from the Fire Brigade and fines imposed on the men of the Brigade. He also animadverted on a Canteen Fund, which was said to have been started by the Acting Superintendent of the Brigade, and moved that item No. 2 under the heading "Fire Brigade" on page 13 of the Draft Budget, the salary of Mr. H. R. Pentin, Assistant Superintendent, Fire Brigade, be reduced by Rs. 500. Mr. C. P. Dias seconded.

Mr. J. A. Perera and Mr. E. G. Jayawardene were in favour of an inquiry being held, but were opposed to effect being given to the motion till the result of such inquiry justified such a step being adopted.

The Chairman fully explained the facts in connection with the fines and resignations, but stated that he was not aware of any Canteen Fund being started and undertook to inquire into it.

Mr. H. L. de Mel withdrew the motion on the undertaking of the Chairman to hold an inquiry with regard to the Canteen Fund.

Mr. Arthur Alvis formally moved the adoption of the Budget for 1917. Mr. L. B. Fernando seconded.—Carried.

The Chairman moved that a tax (as provided for on page 22 of the Draft Budget) payable under section 129 of Ordinance No. 6 of 1910, in six days labour or a sum of Rs. 2 in commutation of such labour and such further labour and money commutation as is provided for under the provisions of the Road Ordinance of 1861 and of the amending Ordinance No. 31 of 1884 be imposed and enforced. Mr. C. P. Dias seconded.—Carried.

Mr. C. P. Dias moved that this Council do place on record its appreciation of the able and intelligent manner in which the Budget for 1917 has been framed by Mr. C. W. Bickmore, the Acting Financial Assistant, and its further appreciation of the services rendered by him to the Council while so ably discharging the duties of the Financial Assistant to the Chairman during the absence of Mr. C. M. Young. Mr. Arthur Alvis seconded.—Carried unanimously.

The Chairman thanked Mr. C. P. Dias on behalf of Mr. Bickmore and as Chairman acknowledged the valuable services rendered by Mr. Bickmore to him as Chairman.

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

The Chairman formally moved in Council that the Budget, as considered in Committee, and the resolutions of Council in Committee with regard thereto, be adopted by the Council, including the imposition of a tax (as provided for on page 22 of the Draft Budget) payable under section 129 of Ordinance No. 6 of 1910 in six days' labour or a sum of Rs. 2 in commutation of such labour and such further labour and money commutation as is provided for under the provisions of the Road Ordinance of 1861 and of the amending Ordinance No. 31 of 1884. Mr. L. B. Fernando seconded.—Carried.

*Extract from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together)  
of November, 30, 1916.*

(1) To consider the tenders for supplies for 1917.—Recommended that the recommendations of the Financial Assistant be adopted.

Mr. C. P. Dias moved that the recommendation of the Standing Committees be adopted. Mr. Arthur Alvis seconded.—Carried.

Confirmed on January 12, 1917:

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

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



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

C. M. YOUNG,

Financial Assistant to the Chairman,  
The Municipal Office, Municipal Council, Colombo.  
Colombo, January 9, 1917.

SCHEDULE.

Date of Sale : Wednesday, January 31, 1917.

*Jampettah street.*

Premises No.	Quarter and Year.	Time of Sale.
41.41-46	4th quarter, 1915	7. A.M.
82.45 (2-3)	1st quarter, 1912, to 4th quarter, 1915	7.5
84.45	3rd and 4th quarters, 1915	7.10
86.45E	Do.	7.15

*Lascroen street.*

100.4	3rd and 4th quarters, 1915	7.20 A.M.
101.5	4th quarter, 1915	7.25
103.7	3rd and 4th quarters, 1915	7.30
108.15	Do.	7.35
109.15	Do.	7.40
111.17A	3rd quarter, 1914, to 4th quarter, 1915	7.45
114.19	3rd and 4th quarters, 1915	7.50
115.20/20A	Do.	7.55

*Jampettah street.*

116.49	3rd and 4th quarters, 1915	8 A.M.
117.50	Do.	8.5
119.52	Do.	8.10

*Shoemakers' lane.*

124.1	3rd quarter, 1913, to 4th quarter, 1915	8.15 A.M.
129.6	3rd quarter, 1912, to 4th quarter, 1915	8.20
131.8	3rd and 4th quarters, 1915	8.25
133.8 (2-3)	Do.	8.30
137.14	3rd quarter, 1914, to 4th quarter, 1915	8.35
139.16	1st to 4th quarter, 1915	8.40
145.23 (1-2)	Do.	8.45
154.32/33	3rd and 4th quarters, 1915	8.50
158.36 (1-9)	Do.	8.55
158.37A/1	Do.	9
159.36 (10)	Do.	9.5
160.37-37A	4th quarter, 1915	9.10

*Jampettah street.*

174.70 (1)	4th quarter, 1915	9.15 A.M.
175.70 (2-3)	Do.	9.20
176.70 (4)	Do.	9.25
177.70 & 71	Do.	9.30
178.72	Do.	9.35
179.72B	Do.	9.40
180.72C	Do.	9.45

*Galpotta.*

193.12	1st to 4th quarter, 1915	9.50 A.M.
194.13/13A	Do.	9.55
198.17	3rd and 4th quarters, 1915	10

Date of Sale : Thursday, February 1, 1917.

*Galpotta.*

204.32	3rd and 4th quarters, 1915	7 A.M.
207.34	Do.	7.5
214A.41 (8)	Do.	7.10

*Green street.*

240.32 (1-2)	1st to 4th quarter, 1915	7.15 A.M.
241.32 (1-3)	4th quarter, 1915	7.20
242.34 (1-5)	Do.	7.25
244.36A-D	Do.	7.30

Premises No.	Quarter and Year.	Time of Sale.
245.1 & 2	4th quarter, 1915	7.35 A.M.
246.3-6	Do.	7.40
247.7/11/11A/12/12A	Do.	7.45
248.17	Do.	7.50
249.18 (1-2)	Do.	7.55
250.19-23	Do.	8
251.24-26	Do.	8.5
252.27-29	Do.	8.10
253.30 & 31	Do.	8.15
254.32-42	Do.	8.20
255.43-46	Do.	8.25
256.47	Do.	8.30
257.37/37A	Do.	8.35
265.38 (18-26)	Balance 3rd and 4th quarters, 1915	8.40

*Grandpass road.*

417.1-2	3rd and 4th quarters, 1915	8.45 A.M.
418.3-5	Do.	8.50
419.6/7	Do.	8.55
420.8-12	Do.	9
421.13 & 14	Do.	9.5
422.15/18	Do.	9.10
423.19/20	Do.	9.15
424.21-23	Do.	9.20
425.24-25	Do.	9.25
426.73-73B	Do.	9.30

*St. Joseph's street.*

430.3	3rd and 4th quarters, 1915	9.35 A.M.
435.14	Do.	9.40

*Mansergh Avenue.*

444.14 (2)	3rd and 4th quarters, 1915	9.45 A.M.
444B.13 (2)	Do.	9.50
446.12 & 13	1st to 4th quarter, 1915	9.55
446A.10-11A	3rd and 4th quarters, 1915	10

Date of Sale : Friday, February 2, 1917.

*Mansergh Avenue.*

446B.25B	3rd and 4th quarters, 1915	7 A.M.
448.26 (1-2)	Do.	7.5
450.26A	Do.	7.10

*St. Joseph's street.*

465.30	3rd and 4th quarters, 1915	7.15 A.M.
476.36 & 36A	Do.	7.20

*Mansergh Avenue.*

476A	3rd and 4th quarters, 1915	7.25 A.M.
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*St. Joseph's street.*

478.37A	3rd and 4th quarters, 1915	7.30 A.M.
481A.41A	Do.	7.35

*Mansergh Avenue.*

481C.41A/1	3rd and 4th quarters, 1915	7.40 A.M.
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*St. Joseph's street.*

498.51	3rd and 4th quarters, 1915	7.45 A.M.
500.53	Do.	7.50
501.54	Do.	7.55
501A.54 (1)	Do.	8
510.62 (1-5)	4th quarter, 1915	8.5
511.63 (1-4)	Do.	8.10
512.64 (1-3)	3rd and 4th quarters, 1915	8.15

*Mansergh Avenue.*

512B.64A	3rd and 4th quarters, 1915	8.20 A.M.
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*St. Joseph's street.*

513.65 (1)	4th quarter, 1915	8.25 A.M.
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*Mansergh Avenue.*

513A.65 (2)	4th quarter, 1915	8.30 A.M.
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*St. Joseph's street.*

514.66	1st to 4th quarter, 1915	8.35 A.M.
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*Mansergh Avenue.*

514A.66	1st to 4th quarter, 1915	8.40 A.M.
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*St. Joseph's street.*

522.85A	3rd and 4th quarters, 1915	8.45 A.M.
533.90	Do.	8.50
534.90	Do.	8.55
535.90	Do.	9
536.90	Do.	9.5
537A.90	Do.	9.10
548.98	Do.	9.15

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
549.99	.. 3rd and 4th quarters, 1915..	9.20 A.M.	1738.5A	.. 1st to 4th quarter, 1915	.. 8.30 A.M.
550.99A	.. Do.	.. 9.25 ..	1742.3A	.. 3rd quarter, 1914, to 4th	.. 8.35 ..
551.100	.. Do.	.. 9.30 ..		quarter, 1915	.. 8.35 ..
556.105	.. Do.	.. 9.35 ..		<i>Korteboom street.</i>	
558.107	.. Do.	.. 9.40 ..	2761.2762.103	.. 4th quarter, 1915	.. 8.40 A.M.
559.108	.. Do.	.. 9.45 ..	2763.103	.. Do.	.. 8.45 ..
560.109/109A-C	.. Do.	.. 9.50 ..	2764.103	.. Do.	.. 8.50 ..
578.133	.. Do.	.. 9.55 ..	2765.103	.. Do.	.. 8.55 ..
586.140	.. Do.	.. 10 ..	2780.70	.. Do.	.. 9 ..

## Date of Sale : Saturday, February 3, 1917.

Premises No.	Quarter and Year.	Time of Sale.
	<i>St. Joseph's street.</i>	
606.158	.. 3rd and 4th quarters, 1915 ..	7 A.M.
607.159	.. Do.	.. 7.5 ..
609.159	.. Do.	.. 7.10 ..
610.160	.. Do.	.. 7.15 ..
611.161/161A..	.. Do.	.. 7.20 ..
612.161B	.. Do.	.. 7.25 ..
613.161B	.. Do.	.. 7.30 ..
619.171	.. Do.	.. 7.35 ..
620.172	.. Do.	.. 7.40 ..
621.172	.. Do.	.. 7.45 ..

*Madampitiya.*

1464.244	.. 3rd quarter, 1914, to 4th	.. 7.50 A.M.
	quarter, 1915	.. 7.55 ..
1465.243	.. 3rd and 4th quarters, 1915 ..	8 ..
1466.243A	.. 2nd to 4th quarter, 1915 ..	8 ..
1471.239	.. 1st quarter, 1913, to 4th	.. 8.5 ..
	quarter, 1915	.. 8.10 ..
1473.238	.. 4th quarter, 1915	.. 8.15 ..
1476.233A	.. Do.	.. 8.20 ..
1477.233	.. 3rd and 4th quarters, 1915 ..	8.25 ..
1482.231	.. Do.	.. 8.30 ..
1491.245	.. Do.	.. 8.35 ..
1493.243	.. Do.	.. 8.35 ..

*Blomendahl road.*

1635.62B	.. 3rd and 4th quarters, 1915 ..	8.40 A.M.
1637/1638.61A	.. 1st to 4th quarter, 1915 ..	8.45 ..
1649.55	.. 3rd and 4th quarters, 1915 ..	8.50 ..

*St. James's street.*

1651.18	.. 1st to 4th quarter, 1915 ..	8.55 A.M.
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*Blomendahl road.*

1661.49C	.. 2nd to 4th quarter, 1915 ..	9 A.M.
1665.45	.. 3rd and 4th quarters, 1915 ..	9.5 ..
1669.44B	.. Do.	.. 9.10 ..
1675.40	.. Do.	.. 9.15 ..
1681.35A	.. 4th quarter, 1915	.. 9.20 ..
1682.34	.. 3rd and 4th quarters, 1915 ..	9.25 ..
1684.32	.. 4th quarter, 1915	.. 9.30 ..
1689.28A	.. 1st to 4th quarter, 1915 ..	9.35 ..
1697.46	.. 3rd and 4th quarters, 1915 ..	9.40 ..
1699.21	.. Do.	.. 9.45 ..
1684.32	.. 4th quarter, 1915	.. 9.50 ..
1689.28A	.. 1st to 4th quarter, 1915 ..	9.55 ..
1697.46	.. 3rd and 4th quarters, 1915 ..	10 ..

## Date of Sale : Monday, February 5, 1917.

Premises No.	Quarter and Year.	Time of Sale.
	<i>Blomendahl road.</i>	
1699.21	.. 3rd and 4th quarters, 1915 ..	7 A.M.
1703.17A	.. 4th quarter, 1915	.. 7.5 ..
1704.17	.. 3rd and 4th quarters, 1915 ..	7.10 ..
1705.18	.. 1st to 4th quarter, 1915 ..	7.15 ..
1706.16	.. 2nd to 4th quarter, 1915 ..	7.20 ..
1708-1714.14/14F	.. 3rd and 4th quarters, 1915 ..	7.25 ..
1715.13	.. Do.	.. 7.30 ..
1716.13	.. Do.	.. 7.35 ..
1717.13B	.. Do.	.. 7.40 ..
1718.13C	.. Do.	.. 7.45 ..
1719.13D	.. Do.	.. 7.50 ..
1720.13E	.. Do.	.. 7.55 ..
1722.3	.. Do.	.. 8 ..
1727.8	.. Do.	.. 8.5 ..
1730.10	.. 1st quarter, 1913, to 4th	.. 8.10 ..
	quarter, 1915	.. 8.15 ..
1733.8	.. 1st to 4th quarter, 1915 ..	8.20 ..
1734.7	.. 3rd quarter, 1913, to 4th	.. 8.25 ..
	quarter, 1915	.. 8.25 ..
1737.5	.. 3rd and 4th quarters, 1915 ..	8.25 ..

2816.339	.. 3rd and 4th quarters, 1915 ..	9.5 A.M.
2819.337	.. Do.	.. 9.10 ..
2820.336	.. Do.	.. 9.15 ..
2824.335	.. Do.	.. 9.20 ..
2878.26 (1-6)	.. Do.	.. 9.25 ..
2879.25	.. Do.	.. 9.30 ..
2882.28	.. 1st to 4th quarter, 1915 ..	9.35 ..
	<i>Wall's lane.</i>	
2884.27	.. 3rd and 4th quarters, 1915 ..	9.40 A.M.
2888.19	.. Do.	.. 9.45 ..
2890.18A	.. 1st to 4th quarter, 1915 ..	9.50 ..
2918.15 (1-2)	.. 3rd and 4th quarters, 1915 ..	9.55 ..
2919.14 (1-2)	.. Do.	.. 10 ..

## Date of Sale : Tuesday, February 6, 1917.

Premises No.	Quarter and Year.	Time of Sale.
	<i>Wall's lane.</i>	
2920.14 (3)	.. 3rd and 4th quarters, 1915 ..	7 A.M.
2921.13 (1-4)	.. 1st to 4th quarter, 1915 ..	7.5 ..
2922.9 (1-5)	.. 3rd and 4th quarters, 1915 ..	7.10 ..
2924.11 (1-4)	.. 4th quarter, 1915	.. 7.15 ..
2926.9 (1)	.. 3rd and 4th quarters, 1915 ..	7.20 ..
2928.9 (5-8)	.. 1st to 4th quarter, 1915 ..	7.25 ..
2929.7 (1-2)	.. 3rd and 4th quarters, 1915 ..	7.30 ..
2929A.4 (3)	.. Do.	.. 7.35 ..
2930.3 (1-2)	.. Do.	.. 7.40 ..

*Alutmawata.*

2940.325	.. 3rd and 4th quarters, 1915 ..	7.45 A.M.
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*Wall's lane.*

2941.4 (1-2)	.. 1st quarter, 1914, to 4th	.. 7.50 A.M.
	quarter, 1915	.. 7.50 A.M.

*Alutmawata.*

2943.324	.. 3rd and 4th quarters, 1915 ..	7.55 A.M.
2944.324 (1-5)	.. Do.	.. 8 ..
2946.322	.. Do.	.. 8.5 ..
2947.322 (4)	.. Do.	.. 8.10 ..
2948.322 (5)	.. Do.	.. 8.15 ..
2951.321	.. 1st to 4th quarter, 1915 ..	8.20 ..
2953.320	.. 3rd quarter, 1913, to 4th	.. 8.25 ..
	quarter, 1915	.. 8.30 ..
2957.318 (1-2)	.. 3rd and 4th quarters, 1915 ..	8.30 ..
2958.317	.. Do.	.. 8.35 ..
2959.317	.. 3rd quarter, 1914, to 4th	.. 8.40 ..
	quarter, 1915	.. 8.45 ..
2960.317 (1-2)	.. 3rd and 4th quarters, 1915 ..	8.45 ..
2961.317	.. Do.	.. 8.50 ..
2962.317 (7)	.. Do.	.. 8.55 ..
2963.315 (1-2)	.. Do.	.. 9 ..
2964.315 (3-4)	.. 4th quarter, 1915	.. 9.5 ..
2970.307	.. 1st to 4th quarter, 1915 ..	9.10 ..
2971.305	.. 3rd and 4th quarters, 1915 ..	9.15 ..
2972.305	.. Do.	.. 9.20 ..
2973.305 (1)	.. 1st to 4th quarter, 1915 ..	9.25 ..
2974.303	.. Do.	.. 9.30 ..
2976.302 (2)	.. Do.	.. 9.35 ..
2979A.299 (3)	.. 3rd and 4th quarters, 1915 ..	9.40 ..
2984.308	.. 1st quarter, 1914, to 4th	.. 9.45 ..
	quarter, 1915	.. 9.50 ..
2985.314 (1)	.. 4th quarter, 1915	.. 9.55 ..
2986.313	.. 3rd and 4th quarters, 1915 ..	9.55 ..
2990.298	.. Do.	.. 10 ..

## Date of Sale : Wednesday, February 7, 1917.

Premises No.	Quarter and Year.	Time of Sale.
	<i>Alutmawata.</i>	
2992.295	.. 3rd and 4th quarters, 1915 ..	7 A.M.
2996.294 (5-8)	.. 1st to 4th quarter, 1915 ..	7.5 ..
3003.283 (1-3)	.. 2nd to 4th quarter, 1915 ..	7.10 ..
	<i>St. James's street.</i>	
3008.16	.. 3rd and 4th quarters, 1915 ..	7.15 A.M.

<i>Alutmawata.</i>		
Premises No.	Quarter and Year.	Time of Sale.
3013.276	.. 1st to 4th quarter, 1915	.. 7.20 A.M.
3018.271	.. 3rd and 4th quarters, 1915	.. 7.25 "
3025.264	.. 2nd to 4th quarter, 1915	.. 7.30 "
3038.252	.. 3rd and 4th quarters, 1915	.. 7.35 "
3042.248	.. 2nd quarter, 1914, to 4th quarter, 1915	.. 7.40 "
3121.209	.. 3rd and 4th quarters, 1915	.. 7.45 "
3122.209	.. 3rd quarter, 1914, to 4th quarter, 1915	.. 7.50 "
3125.357 (1-3)	.. Do.	.. 7.55 "
3126 (2).193	.. 3rd and 4th quarters, 1915	.. 8 "
3127.193	.. 4th quarter, 1914, to 4th quarter, 1915	.. 8.5 "
3129.207	.. 3rd and 4th quarters, 1915	.. 8.10 "
<i>Vine street.</i>		
3135.176	.. 3rd and 4th quarters, 1915	.. 8.15 A.M.
3137.199 (1-2)	.. 4th quarter, 1915	.. 8.20 "
3138.199	.. 3rd and 4th quarters, 1915	.. 8.25 "
3141.195	.. 1st to 4th quarter, 1915	.. 8.30 "
3143.194	.. Do.	.. 8.35 "
<i>Alutmawata.</i>		
3160.174	.. 3rd and 4th quarters, 1915	.. 8.40 A.M.
3162.172	.. 1st to 4th quarter, 1915	.. 8.45 "
3163.172	.. Do.	.. 8.50 "
3167.167	.. Do.	.. 8.55 "
3169.170	.. Do.	.. 9 "
3170.165	.. Do.	.. 9.5 "
3173A.163	.. Do.	.. 9.10 "

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of consolidated rate due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the consolidated rate and costs be duly paid.

C. M. YOUNG,  
Financial Assistant to the Chairman,  
The Municipal Office, Municipal Council.  
Colombo, January 16, 1917.

## SCHEDULE.

Date of Sale : Friday, February 9, 1917.

<i>Alutmawata.</i>		
Premises No.	Quarter and Year.	Time of Sale.
3179.142	.. 1st to 4th quarter, 1915	.. 7 A.M.
3180.143	.. 3rd and 4th quarters, 1915	.. 7.5 "
3182.146	.. Do.	.. 7.10 "
3183.145	.. 1st to 4th quarter, 1915	.. 7.15 "
3185.141	.. 3rd and 4th quarters, 1915	.. 7.20 "
3189.121(1-2)	.. 1st quarter, 1913, to 4th quarter, 1915	.. 7.25 "
3192.126	.. 3rd and 4th quarters, 1915	.. 7.30 "
3193.126	.. 4th quarter, 1915	.. 7.35 "
3194.125	.. 3rd quarter, 1914, to 4th quarter, 1915	.. 7.40 "
3195A.124A	.. Do.	.. 7.45 "
3199.113(1-2)	.. 3rd and 4th quarters, 1915	.. 7.50 "
3218.95	.. Do.	.. 7.55 "
3222.92	.. Do.	.. 8 "
3223.92	.. Do.	.. 8.5 "
3229.94	.. Do.	.. 8.10 "
3234.88	.. Do.	.. 8.15 "
3236.84	.. 1st quarter, 1914, to 4th quarter, 1915	.. 8.20 "
3238.73	.. 3rd and 4th quarters, 1915	.. 8.25 "
3238B	.. 4th quarter, 1915	.. 8.30 "
3239.83	.. 1st to 4th quarter, 1915	.. 8.35 "
3240.79(1-7)	.. 4th quarter, 1915	.. 8.40 "
3242.81(2-37)	.. 3rd and 4th quarters, 1915	.. 8.45 "
3243.82	.. Do.	.. 8.50 "
3248.77(1-6)	.. 4th quarter, 1915	.. 8.55 "
3251.77(22)	.. 3rd and 4th quarters, 1915	.. 9 "

Premises No.	Quarter and Year.	Time of Sale.
3252.77(24-29)	.. 3rd and 4th quarters, 1915	.. 9.5 A.M.
3254.77	.. Do.	.. 9.10 "
3255.71(2-6)	.. Do.	.. 9.15 "
3255B.71(7)	.. 1st to 4th quarter, 1915	.. 9.20 "
3258.62(1-2)	.. Do.	.. 9.25 "
3258A.62(3)	.. Do.	.. 9.30 "
3262.57(1)	.. 4th quarter, 1915	.. 9.35 "
<i>St. James's street.</i>		
3267.13	.. 1st to 4th quarter, 1915	.. 9.40 A.M.
3268.13	.. Do.	.. 9.45 "
3273.10	.. 3rd and 4th quarters, 1915	.. 9.50 "
<i>Alutmawata.</i>		
3276.68	.. 2nd to 4th quarter, 1915	.. 9.55 A.M.
<i>St. James's street.</i>		
3302.37(1-3)	.. 3rd and 4th quarters, 1915	.. 10 A.M.
Date of Sale : Saturday, February 10, 1917.		
<i>St. James's street.</i>		
3303.38	.. 3rd and 4th quarters, 1915	.. 7 A.M.
3304.38	.. Do.	.. 7.5 "
3305.34	.. Do.	.. 7.10 "
3306.34(1-3)	.. Do.	.. 7.15 "
3307.35	.. 4th quarter, 1915	.. 7.20 "
3308.32	.. 1st to 4th quarter, 1915	.. 7.25 "
3309.31	.. 4th quarter, 1915	.. 7.30 "
3311.26	.. 3rd and 4th quarters, 1915	.. 7.35 "
3312.26	.. Do.	.. 7.40 "
3313.28	.. 1st to 4th quarter, 1915	.. 7.45 "
3315.27(1-4)	.. 3rd and 4th quarters, 1915	.. 7.50 "
<i>Alutmawata.</i>		
3325.54	.. 3rd and 4th quarters, 1915	.. 7.55 A.M.
3326.53	.. Do.	.. 8 "
<i>Marshall street.</i>		
3327.13(1-2)	.. 3rd and 4th quarters, 1915	.. 8.5 A.M.
3328.13A	.. Do.	.. 8.10 "
3329.12	.. Do.	.. 8.15 "
3333-8	.. 1st to 4th quarter, 1915	.. 8.20 "
3335.6	.. 1st quarter, 1914, to 4th quarter, 1915	.. 8.25 "
3336.5	.. 1st to 4th quarter, 1915	.. 8.30 "
3340.18(1-3)	.. 4th quarter, 1915	.. 8.35 "
3346.15(1-2)	.. 3rd quarter, 1914, to 4th quarter, 1915	.. 8.40 "
3352.44	.. 3rd and 4th quarters, 1915	.. 8.45 "
3353.45	.. Do.	.. 8.50 "
<i>Alutmawata.</i>		
3354.46	.. 3rd quarter, 1914, to 4th quarter, 1915	.. 8.55 A.M.
3357.29(1-2)	.. 3rd and 4th quarters, 1915	.. 9 "
3358.31(1-2)	.. Do.	.. 9.10 "
3358A.30(1-4)	.. Do.	.. 9.15 "
3361.17	.. Do.	.. 9.20 "
3362.26	.. Do.	.. 9.25 "
3376.18(1-2)	.. 2nd to 4th quarter, 1915	.. 9.30 "
<i>New Fishers' Quarters.</i>		
3384.17(5)	.. 1st to 4th quarter, 1915	.. 9.35 A.M.
3385.17(6)	.. 1st quarter, 1914, to 4th quarter, 1915	.. 9.40 "
3386.17(7-7A)	.. 4th quarter, 1915	.. 9.45 "
3387.17(8)	.. 1st to 4th quarter, 1915	.. 9.50 "
3400.18(1-3)	.. Do.	.. 9.55 "
<i>Alutmawata.</i>		
3407.24(2)	.. 3rd and 4th quarters, 1915	.. 10 A.M.

Date of Sale : Monday, February 12, 1917.

<i>Alutmawata.</i>		
Premises No.	Quarter and Year.	Time of Sale.
3410.27	.. 4th quarter, 1915	.. 7 A.M.
3417.32	.. Do.	.. 7.5 "
3434.41(1-2)	.. 3rd and 4th quarters, 1915	.. 7.10 "
3436/3437.43	.. Do.	.. 7.15 "
3441.46	.. Do.	.. 7.20 "
<i>New Fishers' Quarters.</i>		
3442.47(1)	.. 1st to 4th quarter, 1915	.. 7.25 A.M.
3443.47(2)	.. Do.	.. 7.30 "
3444.48	.. 3rd and 4th quarters, 1915	.. 7.35 "
3446.49	.. Do.	.. 7.40 "
3453.52	.. Do.	.. 7.45 "
3454.53	.. 1st to 4th quarter, 1915	.. 7.50 "

Premises No.	Quarter and Year.	Time of Sale.
3455.53	1st to 4th quarter, 1915	7.55 A.M.
3456.53	3rd and 4th quarters, 1915	8
3463.94	Do.	8.5
3465.96	Do.	8.10
3471/3472.101	Do.	8.15
3475.103	Do.	8.20
3476.104(1-3)	Do.	8.25
3481.109	Do.	8.30

*Elie House road.*

3492.35	3rd quarter, 1913, to 4th quarter, 1915	8.35 A.M.
3493.34	Do.	8.40
3494.33	Do.	8.45
3495.32(1-2)	3rd and 4th quarters, 1915	8.50
3507.21(1-3)	Do.	8.55
3507A.21	Do.	9
3509.33	Do.	9.10
3510.40(1-4)	1st to 4th quarter, 1915	9.15
3516.7	2nd to 4th quarter, 1915	9.20
3517.36(1-3)	3rd and 4th quarters, 1915	9.25
3517A.17(1-2)	4th quarter, 1915	9.30
3518.20(1)	3rd and 4th quarters, 1915	9.35
3518A.17(3)	4th quarter, 1915	9.40
3518A.1.20A(1-5)	3rd and 4th quarters, 1915	9.45
3519.19(1-2)	4th quarter, 1915	9.50
3520.18(1-2)	1st to 4th quarter, 1915	9.55
3521.17(1)	4th quarter, 1915	10

Date of Sale : Tuesday, February 13, 1917.

*Elie House road.*

3523.50	3rd and 4th quarters, 1915	7 A.M.
3524.50	3rd quarter, 1913, to 4th quarter, 1915	7.5
3529.15(1-2)	3rd and 4th quarters, 1915	7.10
3530.15	Do.	7.15
3534.11(1-4)	1st to 4th quarter, 1915	7.20

*Tanque Salgado.*

3548.30	3rd and 4th quarters, 1915	7.25 A.M.
3549.31	Do.	7.30
3550.31	Do.	7.35
3561.42	4th quarter, 1915	7.40
3562.43	3rd and 4th quarters, 1915	7.45

*Mutwal.*

3568.220	3rd and 4th quarters, 1915	7.50 A.M.
3571.217	2nd to 4th quarter, 1915	7.55
3573.218	1st to 4th quarter, 1915	8
3574.218-215	3rd and 4th quarters, 1915	8.5
3575.44	3rd quarter, 1914, to 4th quarter, 1915	8.10
3577.208	3rd and 4th quarters, 1915	8.15
3578.210	1st to 4th quarter, 1915	8.20
3579.207(1-2)	Do.	8.25
3581-3581B.202.		
204(1-2)	4th quarter, 1915	8.30
3582.201	3rd and 4th quarters, 1915	8.35
3593.188(1-2)	Do.	8.40
3604.180(1-4)	Do.	8.45
3605.179	1st to 4th quarter, 1915	8.50
3610.174	3rd and 4th quarters, 1915	8.55
3612.160	3rd quarter, 1914, to 4th quarter, 1915	9
3613.159	1st to 4th quarter, 1915	9.5
3613A.159A	3rd and 4th quarters, 1915	9.10
3614.161(1-4)	1st to 4th quarter, 1915	9.15
3620.163(1-2)	1st quarter, 1914, to 4th quarter, 1915	9.20
3626-3628.153		
(8.9.10)	3rd and 4th quarters, 1915	9.25
3629.154	1st to 4th quarter, 1915	9.30
3630.164(1)	3rd and 4th quarters, 1915	9.35
3632.165(1-3)	4th quarter, 1915	9.40
3633.166	3rd and 4th quarters, 1915	9.45
3634.169(1-3)	4th quarter, 1915	9.50
3635.168	1st to 4th quarter, 1915	9.55
3638.150(1-2)	1st quarter, 1914, to 4th quarter, 1915	10

Date of Sale : Wednesday, February 14, 1917.

*Mutwal.*

Premises No.	Quarter and Year.	Time of Sale.
3639.150(3-1)	3rd and 4th quarters, 1915	7 A.M.
3640.72(1-2)	1st quarter, 1914, to 4th quarter, 1915	7.5
3641.72	3rd and 4th quarters, 1915	7.10
3646.148(1-6)	Do.	7.15
3650.143(1-5)	4th quarter, 1915	7.20
3651.142(1-2)	Do.	7.25
3652.141	Do.	7.30
3653.140	Do.	7.35
3654.139(1-3)	Do.	7.40
3655.138(1-7)	1st to 4th quarter, 1915	7.45

*Madampitiya.*

3656.252-256	1st to 4th quarter, 1915	7.50 A.M.
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*Modera street.*

3661.316	3rd and 4th quarters, 1915	7.55 A.M.
3668.310(1-2)	Do.	8
3671.306	4th quarter, 1915	8.5
3672.305	Do.	8.10
3673.303(1-5)	1st to 4th quarter, 1915	8.15
3674.302(1-4)	4th quarter, 1915	8.20
3678.297	3rd and 4th quarters, 1915	8.25
3679.299	Do.	8.30
3680.299	1st to 4th quarter, 1915	8.35
3681.292	3rd and 4th quarters, 1915	8.40
3682.296	Do.	8.45
3683.295(1-2)	Do.	8.50
3684.107	1st to 4th quarter, 1915	8.55
3687.109	3rd and 4th quarters, 1915	9
3700.116(1)	1st to 4th quarter, 1915	9.5
3707.132	Do.	9.10
3710.110	3rd and 4th quarters, 1915	9.15
3711.134(1)	Do.	9.20
3712.134	1st to 4th quarter, 1915	9.25
3714.294	3rd and 4th quarters, 1915	9.30
3715.292(1)	1st to 4th quarter, 1915	9.35
3716.158	Do.	9.40
3717.158	Do.	9.45
3718.149	3rd quarter, 1913, to 4th quarter, 1915	9.50
3719.150	Do.	9.55
3720.151	1st to 4th quarter, 1915	10

Date of Sale : Thursday, February 15, 1917.

*Modera street.*

3721.152	2nd to 4th quarter, 1915	7 A.M.
3722.153	Do.	7.5
3724.155(1-3)	3rd and 4th quarters, 1915	7.10
3725.273	1st to 4th quarter, 1915	7.15
3727.271	3rd and 4th quarters, 1915	7.20
3729.268(1)	Do.	7.25
3730.267	Do.	7.30
3731.157(1-3)	Do.	7.35
3734.289	4th quarter, 1913, to 4th quarter, 1915	7.40
3735.288(1-2)	1st to 4th quarter, 1915	7.45
3736.287(1-2)	3rd and 4th quarters, 1915	7.50
3737.286	Do.	7.55
3738.291	Do.	8
3739.284	4th quarter, 1915	8.5
3740.284	3rd and 4th quarters, 1915	8.10
3741.285	Do.	8.15
3743.281	1st to 4th quarter, 1915	8.20
3744.283(1)	3rd and 4th quarters, 1915	8.25
3745.283(1-2)	Do.	8.30
3747.280	Do.	8.35
3748.279	1st to 4th quarter, 1915	8.40
3749.278	3rd and 4th quarters, 1915	8.45
3750.277	Do.	8.50
3757.366(2-2A)	Do.	8.55
3762.261	1st to 4th quarter, 1915	9
3764.260	3rd and 4th quarters, 1915	9.5
3767.257	Do.	9.10
3769.255	Do.	9.15
3770.265	4th quarter, 1915	9.20
3772.264	3rd and 4th quarters, 1915	9.25
3773.243	Do.	9.30
3777.253	2nd to 4th quarter, 1915	9.35
3780.251	4th quarter, 1915	9.40

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
3789.242	.. 1st to 4th quarter, 1915	.. 9.45 A.M.	3829.214(1)	.. 3rd and 4th quarters, 1915	.. 8. 5 A.M.
3798.229	.. 3rd and 4th quarters, 1915	.. 9.50 "	3830.208	.. 1st quarter, 1914, to 4th quarter, 1915	.. 8.10 "
3801.236	.. 1st to 4th quarter, 1915	.. 9.55 "	3837.221	.. 3rd and 4th quarters, 1915	.. 8.15 "
3802.236	.. 3rd and 4th quarters, 1915	.. 10 "	3842.197	.. 1st to 4th quarter, 1915	.. 8.20 "
<b>Date of Sale : Friday, February 16, 1917.</b>					
<i>Moderia street.</i>					
3803.235	.. 4th quarter, 1915	.. 7 A.M.	3850.192	.. Do.	.. 8.25 "
3804.227	.. 3rd and 4th quarters, 1915	.. 7. 5 "	3852.191	.. 3rd and 4th quarters, 1915	.. 8.30 "
3804A.227	.. Do.	.. 7.10 "	3858.184	.. 4th quarter, 1915	.. 8.35 "
3806.234	.. Do.	.. 7.15 "	3863.177*	.. 3rd and 4th quarters, 1915	.. 8.40 "
3807.180	.. 1st to 4th quarter, 1915	.. 7.20 "	3865.171	.. Do.	.. 8.45 "
3811.184	.. 3rd and 4th quarters, 1915	.. 7.25 "	3867.190	.. 1st to 4th quarter, 1915	.. 8.50 "
3813.233	.. 1st to 4th quarter, 1915	.. 7.30 "	3869.187	.. 3rd and 4th quarters, 1915	.. 8.55 "
3815.225	.. Do.	.. 7.35 "	3872.167	.. 1st to 4th quarter, 1915	.. 9 "
3820.216	.. 1st quarter, 1913, to 4th quarter, 1915	.. 7.40 "	3875.164	.. Do.	.. 9. 5 "
3821.214	.. 1st to 4th quarter, 1915	.. 7.45 "	3877.168	.. 3rd and 4th quarters, 1915	.. 9.10 "
3823.212	.. 3rd quarter, 1913, to 4th quarter, 1915	.. 7.55 "	3878.170	.. Do.	.. 9.15 "
3826.219	.. 1st quarter, 1914, to 4th quarter, 1915	.. 8 "	3881.169	.. 1st to 4th quarter, 1915	.. 9.20 "
			3882.161	.. 3rd and 4th quarters, 1915	.. 9.25 "
			3884.167	.. 1st to 4th quarter, 1915	.. 9.30 "
			3888.153	.. Do.	.. 9.35 "
			3891.152	.. 3rd and 4th quarters, 1915	.. 9.40 "

### LOCAL BOARD NOTICES.

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

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

1. W. S. Strong.
2. Sina Ana Muna Mohamadu Haniffa Marikar.
3. Muna Nawanna Kana Hamidoo Ussen Marikar.

Kurunegala Kachcheri,  
January 16, 1917.

BERTRAM HILL,  
Chairman.

#### Notice of Sale, Local Board, Puttalam.

NOTICE is hereby given that the lands mentioned in the annexed schedule having been seized for default of payment of Local Board Assessment Taxes for the 2nd and 3rd quarters of 1916, will be sold by public auction at the Puttalam Kachcheri, on February 5, 1917, at 1.30 P.M., by the Assistant Government Agent, Puttalam, in conformity with the Local Board Ordinance, No. 19 of 1905, unless in the meantime the amount owing in respect of the rate, together with the lawful costs of seizure and sale, are duly paid.

Puttalam Kachcheri,  
January 15, 1917.

W. E. WAIT,  
Assistant Government Agent.

#### SCHEDULE REFERRED TO.

List of lands to be sold for non-payment of assessment tax for the 2nd and 3rd quarters of 1916.

On February 5, 1917, at 1.30 P.M. (2nd quarter, 1916).

1st Cross street, Nos. 20, 23 ; 2nd Cross street, Nos. 23A, 24A, 27, 29, 32A, 36, 38K/L, 40, 40A, 40B ; 3rd Cross street, Nos. 18, 31/33, 37, 37C, 39A, 56A, 57 ; 4th Cross street, Nos. 3H, 3I, 4, 19/20 ; 5th Cross street, Nos. 2A, 10, 19, 45, 84, 89, 92A, 94, 96 ; Bazaar street, Nos. 6, 47, 52 ; Chetty

street, Nos. 11, 12, 16, 40A, 62 ; Colombo-Jaffna street, Nos. 48, 88, 101, 102, 120, 124/125, 135, 150, 151/154, 155, 186, 187, 215/226 ; Kanganikulam street, Nos. 1B, 1C, 1D, 1E, 1F, 15, 19A, 23, 31, 32/34, 39, 39A, 46 ; Marikar's street, Nos. 2A, 5E, 9, 10A, 10B, 11, 12D, 12E, 16, 20, 28, 29A, 35, 39A, 40B, 44, 49, 50 ; Lake Shore street, Nos. 43, 55A, 55D, 81, 89, 114, 131, 135B, 137, 146/147 ; Kurunegala road, Nos. 13C, 13D, 17A, 17B, 17E, 19C, 19F, 19K, 19, 24C, 32/34, 45, 45A, 46, 52A, 56, 56A, 64/69, 71, 72, 75A, 75B ; Anuradhapura road, Nos. 5C, 12D, 27, 28, 32, 34, 49A, 49B, 50, 55, 60A, 62, 64, 73A, 80, 93, 102A, 103B, 105B, 105C, 106C, 107C, 107D, 107K/L, 110, 114/117 ; Service road, Nos. 5A, 11.

On February 5, 1917, at 1.30 P.M. (3rd quarter, 1916).

1st Cross street, Nos. 17, 18, 21 ; 2nd Cross street, Nos. 7C, 7D, 11A, 13B, 22A, 25, 26, 30B, 32A, 40, 40C, 42B ; 3rd Cross street, Nos. 1B, 4, 7A, 9/11, 18, 37A, 39A, 41, 50D, 56A, 60 ; 4th Cross street, Nos. 3F, 3G, 3H, 4 ; 5th Cross street, Nos. 2A, 7, 10, 17, 19, 22B, 22E, 29, 45, 49A, 51, 75, 82, 83, 83A, 84A, 88, 89, 92A, 96, 97 ; Bazaar street, Nos. 9, 10, 11A, 48/50, 53/53A, 55 ; Chetty street, Nos. 11, 12, 13/15, 16, 21A, 26, 26A, 40A, 45, 62, 64, 64A ; Colombo-Jaffna road, Nos. 2, 4, 4A, 4B, 48, 49, 56, 58, 67, 88, 90A, 91A, 94, 101, 102, 104/105, 113/114, 120/121, 120, 127B, 137, 143, 150, 151, 155, 179B, 187 ; Kanganikulam street, Nos. 1C, 1D, 1E, 1F, 2B, 5B, 6, 6B, 8A, 9, 10, 13, 15, 18, 20A, 20B, 25, 26/27, 31, 38, 39, 46, 46A, 53, 57, 59, 69C ; Marikar's street, Nos. 2A, 5B, 5D, 5E, 6A, 10A, 10B, 11, 11A, 11B, 11H, 12, 12A, 12G, 12G/1, 13, 14A, 14B, 15, 16, 17, 19B, 20, 22, 24, 27, 28, 29A, 33A, 33B, 35, 36, 38D, 39A, 40B, 42A, 44, 48, 49, 53, 61, 63A, 65/66 ; Lake Shore street, Nos. 2, 3, 3A, 4, 5, 13C, 21, 21A, 25, 30B, 31A, 35A, 55, 55E, 65, 67, 74/75, 76, 80, 80B, 82, 89, 92B, 99, 104, 106/107, 111, 120, 121/122, 126/130, 131, 135B, 136, 137, 145A, 146/147, 148, 151 ; Kurunegala road, Nos. 13, 13B, 14, 16, 17A, 17C, 17D, 17E, 18A, 19H, 19I, 19K, 19C, 19Q, 22, 24C, 25, 26, 26A, 32/34, 38A, 45, 45A, 45B, 45D, 45E, 46, 46A, 52A, 55, 56, 56A, 62, 63, 71, 75A, 75B ; Anuradhapura road, Nos. 4A, 5, 5A, 5B, 8/9, 11, 12, 12C, 12D, 12E, 13, 14, 15, 22, 23, 25, 27, 29/30, 31, 40, 40A, 41, 42, 44, 46, 51, 56, 60, 62, 64, 64C, 65, 66A, 68, 72, 73A, 73B, 73I, 74C, 79, 80, 85, 86F, 86G, 87, 87B, 90B, 93, 103, 103A, 104, 105, 105B, 105C, 106C, 107C, 107D, 107H, 107K/L, 107M, 107N, 107P, 107Q, 109A, 110 ; Service road, Nos. 3A, 4, 6A, 6B ; Bailie road, Nos. 2, 3.







THE under-mentioned packages having been left at the baggage office beyond the time prescribed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on February, 13, 1917, at 1 P.M. Goods should be paid for and removed on or before Friday, February 16, 1917:—

Date.	S. R. No.	Name.	Vessel.	Quantity and Description.
1916.				
Aug. 7	2,530	B. Andai	ss. Legazpi	1 bottle mineral water.
—	2,533	Ryde or nil	ss. Kashgar	1 chair
Aug. 25	2,678	Mr. Levey, G. O. H.	ss. Kaiser-I-Hind	1 revolver
Sept. 2	2,704	Mr. Rustom	ss. Malakand	1 parcel wearing apparel
Sept. 8	2,769	80th Carnatic Infantry	ss. Gracious	1 gun
—	2,788	Abdul (found in boat) No. 25	—	1 stick
—	2,898	National Bank of India	ss. Raneer	1 parcel sugar samples

H. M. Customs,  
Colombo, January 10, 1917.

H. E. NEWHAM,  
for Principal Collector.

THE under-mentioned packages having been kept in No. 14 Warehouse beyond the time prescribed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on February 6, 1917. Goods to be cleared on or before February 9, 1917:—

Folio.	Date of Landing.	Vessel.	From	Marks.	Quantity and Description of Packages.
107	May 10	ss. Totomi Maru	Japan	1/14 in a square	1 case enamelware
115	June 1	ss. Yetropu Maru	China	S in a square and V 1 outside	1 case earthenware
116	July 7	ss. Penang Maru	Japan	2306 in a triangle	1 case glassware
	July 7	Do.	do.	A C in a diamond and M M outside	2 cases crockery
	July 7	Do.	do.	M M A C in a diamond	1 case toys
	July 7	Do.	do.	C M M H in a square	3 cases leather goods
117	June 7	Do.	do.	M C A R upon 292 in a square	2 cases enamel mugs
	June 7	Do.	do.	S C in a square	1 case toys
	June 7	Do.	do.	2306 in a square and A N outside	1 case chimneys
125	Sept. 9	ss. Rangoon Maru	do.	142 in a diamond and A S outside	2 cases cups and saucers
	Sept. 9	Do.	do.	S O S upon 184 in a diamond and M K S C outside	1 case banians
	Sept. 9	Do.	do.	638 in a diamond and A V A R outside	2 cases crockery
	Sept. 9	Do.	do.	—644—	1 case crockery
	Sept. 9	Do.	do.	M upon 22 in a diamond and I P outside	1 case wine glasses
126	Sept. 9	Do.	do.	Ismail & Sons	1 case books
	July 8	ss. Worcestershire	Liverpool	241 in a diamond	1 case locks
	July 8	Do.	do.	—719—	do.
	July 8	Do.	do.	—752—	12 cases lawn mowers
	July 8	Do.	do.	—//—	1 case handles
	Aug. 12	ss. Bombay Maru	do.	339 in a diamond and A H outside	1 case enamel cups
128	Sept. 1	ss. Maeda	London	J.F.L. upon 113	1 case playing cards
	Sept. 1	Do.	do.	J.R.P. upon 407	1 case soap and tooth powder
	Sept. 13	ss. Shinkoku Maru	Japan	Various	28 jars acetic acid
	Oct. 4	ss. Merionethshire	London	N & Coy.	1 case embroidery samples
129	Oct. 2	ss. Yetropu Maru	Japan	M.A.C.	2 cases lamp globes
	Oct. 2	Do.	do.	— in a diamond	1 jar sulphuric acid
	Oct. 27	ss. Marwarri	London	P upon A S in a triangle	1 case tin trays
	Oct. 27	Do.	do.	22/644 in a diamond	1 case cardboard boxes
	Oct. 27	ss. Luzon Maru	—	W. G. Ball Agency, Ltd.	1 case sample tea chest
	Oct. 27	Do.	—	D in a triangle	1 case small mirrors
	Oct. 12	ss. Penang Maru	Japan	706 in a diamond	3 cases banians
130	Oct. 25	ss. Colaba	Calcutta	G S O I	1 case hats
	Oct. 27	ss. Marwarri	London	T or nil	8 cases tea shooks
	Oct. 26	ss. Clan Chattan	Calcutta	4405 in a diamond and F S & Co. outside	1 case books
	Oct. 31	ss. Agga	Singapore	—	2 bags rice sweepings
	July 6	ss. Malay Maru	—	—	4 casks cement
	July 6	Unknown	—	—	1 lot planks
131	Oct. 12	ss. Mongara	London	41 in a diamond and M M M outside	1 case sauce
	Oct. 12	Do.	do.	C P in a diamond	1 case crockery
	Oct. 12	Do.	do.	B B upon S O L M upon 826	1 case trunks
	Dec. 1	ss. Java Maru	Japan	—	9 barrels cement (7 barrels empty)
	Dec. 2	ss. Itola	Coconada	M & Coy.	1 bale chaff
	Oct. 13	ss. Malay Maru	Japan	Boustead Bros:	1 case pamphlets
	Oct. 4	Unknown	—	—	4 bundles gunnies
132	Nov. 18	ss. Lightning	Tuticorin	M S H in a diamond and 80 outside	1 bag flour
1	—	Unknown	—	—	1 case tea shooks
	—	Do.	—	—	1 cask tea shooks

Folio.	Date of Landing. 1916.	Vessel.	From	Marks.	Number and Description of Packages.
	— ..	Unknown	..	—	.. 3 empty cement barrels
	— ..	Do.	..	—	.. ½ barrel cement sweepings
	— ..	Do.	..	—	.. 2 bundles hoop iron
	— ..	Do.	..	—	.. 1 empty barrel
	— ..	Do.	..	—	.. 1 broken chair
1 ..	— ..	Do.	..	—	.. 1 bundle mats
	— ..	Do.	..	—	.. 2 bags manure (slack)
	— ..	Do.	..	—	.. 1 bag green peas
1 ..	Oct. 10 ..	ss. Yahiko Maru	.. Japan	.. 111 in a diamond and M B K outside	.. 1 case tea shooks
1 ..	— ..	Unknown	..	—	.. 10 pieces cloth
					.. 35 pieces cloth
1 ..	Aug. 22 ..	ss. Falernia	.. New York	.. A M & Co.	.. 1 case hardware

H. M. Customs,  
Colombo, January 15, 1917.

H. E. NEWNHAM,  
for Principal Collector.

### TRADE MARKS NOTICES.

*Application No. 1,166.*

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Chevrolet Motor Company of Michigan, a corporation organized and existing under the laws of the State of Michigan, and having a place of business at Flint, in the State of Michigan, United States of America, Manufacturers, who claim to be the proprietors of the following Trade Mark have applied for the registration of the same in their name, in respect of automobiles and motor vehicles and parts thereof, in Class 22 in the Classification of Goods in the above-mentioned Regulations:—

**CHEVROLET**

Registrar-General's Office,  
Colombo, January 17, 1917.

W. L. KINDERSLEY,  
Registrar-General.

*Application No. 1,169.*

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Westminster Tobacco Company, Limited, of Westminster House, 7, Millbank, London, S.W., England, Tobacco Manufacturers, who claim to be the proprietors of the following Trade Mark, have applied for the registration of the same in their name in respect of manufactured tobacco, in Class 45 in the Classification of Goods in the above-mentioned Regulations:—

**COMMANDER**

Registrar-General's Office,  
Colombo, January 17, 1917.

W. L. KINDERSLEY,  
Registrar-General.

### ROAD COMMITTEE NOTICES.

#### Aluwihare-Dullewe Gap Estate Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee of the above road will be held on Thursday, January 25, 1917, at 9.30 A.M., at Beredewella Cocoa Store.

*Business.*

To elect a Chairman and a Member in place of Mr. Gerald Abbott, who is leaving the district, for the term ending October 12, 1918.

Nikakotuwa Estate,  
Matale, January 3, 1917.

GERALD ABBOTT,  
Chairman, Local Committee.

#### Kandenera-Wariapola Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1917, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by the under-mentioned estates to make up the private contributions:—

Government contribution .. Rs. 1,500.00  
Private contribution .. Rs. 8,283.90

1st and 2nd sections, 1 mile 66 chains.

Government contribution	..	Rs. 329.09
Private contribution	..	Rs. 1,810.91
		<u>Rs. 2,140.00</u>

Total acreage, 4,222—Rate per acre, 4289c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Warriapola Estates Co., Ltd. (R. H. Coombs)	Warriapola	.. 960	.. 411 77
Warriapola Estates Co., Ltd. (M. B. W. Ward)	Kandenera	.. 1,000	.. 428 93
P. C. Adams (C. Pern)	Wattegodde	.. 344	.. 147 54
Ceylon Land and Pro- duce Co., Ltd. (C. Pern)	Strathisla	.. 456	.. 195 58
Pitakanda Tea Company of Ceylon (F. H. Fraser)	Pitakanda	.. 1,462	.. 627.09
			<u>Total .. 1,810 91</u>

3rd section, 46 chains.

Government contribution	..	Rs. 111.25
Private contribution	..	Rs. 618.75
		<u>Rs. 730.00</u>

Total acreage, 3,262—Rate per acre, 1896c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Warriapola Estates Co., Ltd. (M. B. W. Ward)	Kandenewera..	1,000 ..	189 69
P. C. Adams (C. Pern)	Wattegodde ..	344 ..	65 25
Ceylon Land and Pro- duce Co., Ltd. (C. Pern)	Strathisla ..	456 ..	86 50
Pitakanda Tea Company of Ceylon (F. H. Fraser)	.. Pitakanda ..	1,462 ..	277 31

Total .. 618 75

4th and 5th sections, 2 miles.

Government contribution	.. Rs.	557 96
Private contribution	.. Rs.	3,075 94
		Rs. 3,633 90

Total acreage, 3,828—Rate per acre, 8035c.

Warriapola Estates Co., Ltd. (M. B. W. Ward)	Kandenewera..	1,000 ..	803 54
P. C. Adams (C. Pern)	Wattegodde ..	344 ..	276 42
Ceylon Land and Pro- duce Co., Ltd. (C. Pern)	Strathisla ..	456 ..	366 41
Pitakanda Tea Company of Ceylon (F. H. Fraser)	.. Pitakanda ..	1,462 ..	1,174 77
The Bandarapola Ceylon Company, Ltd. (C. P. Anderson)	.. Godapola ..	460 ..	369 63
Do.	.. Karagahalanda	106 ..	85 17
		Total ..	3,075 94

6th section, 28 chains.

Government contribution	.. Rs.	66 86
Private contribution	.. Rs.	373 14
		Rs. 440 00

Total acreage, 2,912—Rate per acre, 1281c.

Warriapola Estates Co., Ltd. (M. B. W. Ward)	Kandenewera..	1,000 ..	128 14
P. C. Adams (C. Pern)	Wattegodde ..	344 ..	44 8
Pitakanda Tea Company of Ceylon (F. H. Fraser)	.. Pitakanda ..	1,462 ..	187 33
The Bandarapola Ceylon Company, Ltd. (C. P. Anderson)	.. Karagahalanda	106 ..	13 59
		Total ..	373 14

7th section, 40 chains.

Government contribution	.. Rs.	97 76
Private contribution	.. Rs.	542 24
		Rs. 640 00

Total acreage, 2,568—Rate per acre, 2111c.

Warriapola Estates Co., Ltd. (M. B. W. Ward)	Kandenewera..	1,000 ..	211 15
Pitakanda Tea Company of Ceylon (F. H. Fraser)	.. Pitakanda ..	1,462 ..	308 70
The Bandarapola Ceylon Company, Ltd. (C. P. Anderson)	.. Karagahalanda	106 ..	22 39
		Total ..	542 24

8th and 9th sections, 1 mile 60 chains.

Government contribution	.. Rs.	337 08
Private contribution	.. Rs.	1,862 92
		Rs. 2,200 00

Total acreage, 2,462—Rate per acre, 7566c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Warriapola Estates Co., Ltd. (M. B. W. Ward)	Kandenewera..	1,000 ..	756 68
Pitakanda Tea Company of Ceylon (F. H. Fraser)	.. Pitakanda ..	1,462 ..	1,106 24
		Total ..	1,862 92

Abstract.

	Rs.	c.	
Warriapola estate	..	411 77	
Kandenewera estate	..	2,518 13	
Wattegodde estate	..	533 29	
Strathisla estate	..	648 49	
Pitakanda estate	..	3,681 44	
Godapola estate	..	369 63	
Karagahalanda estate	..	81 15	
		Total ..	8,283 90

A sum of Rs. 1,608 20 has been over-spent by the Local Committee during 1915-16 as follows:—

	Rs.	c.	
On sections Nos. 1 and 2	..	290 24	
On section No. 3	..	323 62	
On section No. 4	..	994 34	
		Total ..	1,608 20

A sum of Rs. 3,392 10 remains on account of 1915-16 to the credit of the following sections, viz.:

	Rs.	c.	
Section No. 6	..	1,216 66	
Section No. 7	..	1,737 98	
Sections Nos. 8 and 9	..	437 46	
		Total ..	3,392 10

Estates concerned are assessed as follows:—

Excess Expenditure, 1915-16.

	1st and 2nd Sections.	3rd Section.	4th Section.
Total acreage	.. 4,222 ..	3,262 ..	3,828 ..
Excess spent	.. Rs. 290 24 ..	Rs. 323 62 ..	Rs. 994 34 ..
Rate per acre	.. 0687c. ..	0992c. ..	2597c. ..
Warriapola estate (960)	Rs. c. 65 99 ..	.. ..	.. ..
Kandenewera estate (1,000)	.. 68 75 ..	.. 99 21 ..	.. 259 76 ..
Wattegodde (344)	.. 23 65 ..	.. 34 13 ..	.. 89 35 ..
Strathisla (456)	.. 31 35 ..	.. 45 24 ..	.. 118 45 ..
Pitakanda (1,462)	.. 100 50 ..	.. 145 4 ..	.. 379 76 ..
Godapola (460)	.. ..	.. ..	.. 119 49 ..
Karagahalanda (106)	.. ..	.. ..	.. 27 53 ..
	290 24	323 62	994 34

Less Expenditure, 1915-16.

	6th Section.	7th Section.	8th and 9th Sections.
Total acreage	.. 2,912 ..	2,568 ..	2,462 ..
Less expenditure	.. Rs. 1,216 66 ..	Rs. 1,737 98 ..	Rs. 437 46 ..
Rate per acre	.. 4178c. ..	6767c. ..	1776c. ..
	Rs. c. 417 81 ..	Rs. c. 676 78 ..	Rs. c. 177 69 ..
Kandenewera (1,000)	.. 143 73 ..	.. ..	.. ..
Wattegodde (344)	.. 610 83 ..	.. 989 43 ..	.. 259 77 ..
Pitakanda (1,462)	.. 44 29 ..	.. 71 77 ..	.. ..
Karagahalanda (106)			
	1,216 66	1,737 98	437 46

**Balance Assessment Payable on Account of 1916-17.**

	Rs.	c.
Warriapola estate ..	477	76
Kandnewera ..	1,673	57
Wattegodde ..	536	69
Strathisla ..	843	53
Pitakanda ..	2,446	71
Godapola ..	489	12
Karagahalanda ..	32	62
<b>Total</b> ..	<b>6,500</b>	<b>0</b>

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to C. P. Anderson, Esq. (Bandarapola estate, Matale), Chairman of the Local Committee, on or before January 22, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, January 8, 1917. Chairman.

**Glenlyon-Preston Branch Road.**

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a Meeting of the estate representatives interested in the above road will be held on Tuesday, January 30, 1917, at "Agras Club," at Glenlyon, at 4.15 P.M.

**Business.**

To elect a Local Committee for two years, commencing from March 22, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, January 16, 1917. Chairman.

**Glenlyon-Preston 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 30, 1917, at "Agras Club," at Glenlyon, at 4 P.M.

**Business.**

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

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

for the assessment of the moiety of cost of maintenance for the year ending September 30, 1917.

A. J. HAMILTON HARDING,  
Preston Estate, Chairman, Local Committee.  
Agrapatnas, January 12, 1917.

**St. Margarets-Kirklees 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 Thursday, February 1, 1917, at Dickson's Corner Club, at 4 P.M.

**Business.**

- To elect a Chairman.
- To elect another Committee Member for the term ending August 9, 1917.

WM. ARTHUR GORDON,  
January 14, 1917. Honorary Secretary, Local Committee.

**St. Margarets-Kirklees Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of 4.50 miles of the above road for the year ending September 30, 1917, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in

the district to make up the private contributions, as follows:—

(Estimate No. D 308 of 1916-17.)

Government moiety ..	Rs. 3,600
Private contribution ..	Rs. 3,636

1st section, 1 mile.

Total acreage, 3,682—Moiety of cost, Rs. 798.14—  
Sectional rate, .2167c.—Total rate, .2167c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
J. G. Sinclair and N. S. Mansergh (R. G. Con- greve)	Blairlmond ..	518 ..	112	29

1st to 4th section, 4 miles.

Total acreage, 3,164—Moiety of cost, Rs. 2,394.42—  
Sectional rate, .7567c.—Total rate, .9734c.

Lanka Plantations Com- pany (W. A. Gordon)	Rappahannock	474 ..	461	46
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1st to ½ of 5th section, 4.50 miles.

Total acreage, 2,690—Moiety of cost, Rs. 399.56—  
Sectional rate, .1485c.—Total rate, 1.1119c.

Estates Company of Uva (E. Strickland) ..	Gampaha ..	866 ..	.971	71
Kirklees Estates Co. (George Steuart & Co., R. Lindsay White) ..	Kirklees ..	1,077 ..	1,203	47
Mrs. Fanning Patterson (C. J. Patterson) ..	Alagolla ..	375 ..	420	78
F. J. Whittall and J. Gordon (F. J. Whittall)	Lucky land ..	372 ..	4.7	41
<b>Total</b> ..			<b>3,592</b>	<b>12</b>

Private contributions ..	3,636	0
Unexpended balance, 1915-16 ..	43	88

Amount to be recovered on account 1916-17 .. 3,592 12

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before January 27, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, January 11, 1917. Chairman.

**Dotala Branch Road.**

(Between Wattegama near Railway Bridge and  
Elkaduwa.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1917, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

(Estimate No. D 274 of 1916-17.)

Government moiety ..	Rs. 2,100
Private contributions ..	Rs. 2,121

1st to 3rd section, 2.53 miles.

Total acreage, 5,383—Moiety of cost, Rs. 655.98—  
Sectional rate, .1218c.—Total rate, .1218c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Mackwood & Co. ..	Inchestelly ..	110 ..	13	40

1st to 7th section, 6.53 miles.

Total acreage, 5,273—Moiety of cost, Rs. 1,037.09—  
Sectional rate, .1966c.—Total rate, .3184c.

E. G. Simpson ..	Mandolgirikande	220 ..	70	17
Colombo Commercial Company, Limited (C. C. Dupre Moore)	Hunasgiriya ..	1,426 ..	454	22

1st to 8th section, 7·53 miles.

Total acreage, 3,627—Moiety of cost, Rs. 259·27—  
Sectional rate, ·0714c.—Total rate, ·3898c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
C. Ross Wright	.. Merrig	.. 100	39	0
Ukuwela Estate's Com- pany (H. L. Anley)	Tallingamadde	.. 75	29	24

1st to 9th section, 8·18 miles.

Total acreage, 3,452—Moiety of cost, Rs. 168·55—  
Sectional rate, ·0488c.—Total rate, ·4386c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Bosanquet & Co. (D. A. Miles)	.. Elkaduwa Group	1,810	794	27
Skeen & Co. (F. J. Reiss)	.. Hunugalla Group	686	301	12
E. G. Beiby	.. Weygalla	.. 357	156	64
H. L. Anley	.. Mahatenna	.. 384	168	50
Geo. Steuart & Co. (H. D. Graham)	.. Galgawatta	.. 215	94	33
		<b>Total</b>	<b>2,120</b>	<b>89</b>

N. B.—Private contributions .. 2,121 0  
Unexpended balance, 1915-16 .. 0 11

Amount to be recovered on account 1916-17 .. 2,120 89

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before January 27, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, January 11, 1917. Chairman.**Wanarajah Branch Road (between Wanarajah Bridge and Claverton Store).**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1917, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate interested in the repair of the said road to make up the private contributions, as follows:—

(Estimate No. D 341 of 1916-17.)

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

1st section, 1 mile.

Total acreage, 4,509—Moiety of cost, Rs. 222·58—  
Sectional rate, ·0493c.—Total rate, ·0493c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Wanarajah Tea Company of Ceylon, Ltd.	.. Wanarajah	.. 345	17	2

1st and 2nd sections, 2 miles.

Total acreage, 4,164—Moiety of cost, Rs. 222·58—  
Sectional rate, ·0534c.—Total rate, ·1027c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
South Wanarajah Tea Estates Company	.. South Wanara- jah	.. 250	25	71

1st to 4th section, 4 miles.

Total acreage, 3,914—Moiety of cost, Rs. 445·16—  
Sectional rate, ·1137c.—Total rate, ·2164c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Ceylon Proprietary Com- pany	.. Summerville	.. 239	51	76
K. D. Kershaw	.. Blair Athol	.. 306	66	27
M. V. Aranasalem Retty Cangany	.. Carfax	.. 298	64	53
K. Rollo and Mrs. Mercer.	Gothie	.. 308	66	70
Whittall & Co.	.. Dunkeld	.. 237	51	32
Castlereagh Estate Com- pany	.. Castlereagh	.. 511	110	66
Whittall & Co.	.. Banff	.. 211	45	69
Do.	.. Elstree	.. 167	36	17

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Lethenty Tea Estates Company (H. G. Eccles)	Lethenty and Essex	.. 320	69	30
Do.	.. Marlborough	.. 258	55	87
Do.	.. Blairgowrie	.. 114	24	69

1st to 6th section, 4·50 miles.

Total acreage, 945—Moiety of cost, Rs. 111·32—  
Sectional rate, ·1177c.—Total rate, ·3341c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Lethenty Tea Estates Company (H. G. Eccles)	Claverton	.. 198	66	20
Uplands Tea Estates of Ceylon	.. Osborne	.. 441	147	44
Lethenty Tea Estates Company (H. G. Eccles)	Broad Oak	.. 306	102	31
		<b>Total</b>	<b>1,001</b>	<b>64</b>

N.B.—Private contributions .. 1,010 0  
Deduct unexpended balance, 1915-16 .. 8 36

Amount to be recovered on account 1916-17 .. 1,001 64

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before January 27, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, January 12, 1917. 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- lemburum)	.. Erin	.. 336	56	94
			<b>209</b>	<b>83</b>

Second 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- lemburum)	.. Erin	.. 336	56	94
			<b>209</b>	<b>83</b>

## Third section, 1 mile.

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

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Gordon Frazer & Co. (Sellembrium)	.. Erin	.. 336	.. 209 83

## Fourth section, 1st half mile.

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

Gordon Frazer & Co. (Sellembrium)	.. 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.

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)	.. Pooprasie Group	.. 1,365	.. 66 6
			209 83

Eighth section,  $\frac{1}{2}$  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)	.. Pooprasie Group	.. 1,365	.. 41 30
			131 19

## Culvert, Retaining Wall, and Widening Road.

## Sixth section.

Total acreage, 4,336—Cost, Rs. 1,100.  
Rate per acre, ·4358c.

Gordon Frazer & Co. (A. P. Sandbach)	.. Le Vallon	.. 2,095	.. 913 3
Cumberbatch & Co. (H. W. Kay)	.. New Forest	.. 429	.. 186 97
			1,100 0

## Abstract.

	Rs.	c.
Vedchetta ..	305	78
Erin ..	428	62
Le Vallon ..	1,566	69
New Forest ..	256	38
Yarrow ..	35	17
Pooprasie ..	107	36
		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 27, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, January 12, 1917. Chairman.

## Maintenance of Deniyaya-Hayes Branch Road during 1916-1917.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1916-1917, the Provincial Road Committee of the Southern Province, acting under the provisions of the Branch Roads Ordinance, No. 9 of 1907, will on Saturday, February 17, 1917, at 2 P.M., at their office in Galle, proceed to assess the under-mentioned estates to make up the private contributions:—

MAINTENANCE OF DENYAIYA-HAYES ROAD.  
(Estimate No. D 459 of 1916-17.)

Government moiety .. Rs. 3,463·00  
Private contributions .. Rs. 3,514·94

## 1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
D. M. Rajapaksa (D. M. Rajapaksa)	.. Deniyaya	.. 275

## 1st and 2nd sections, 2 miles.

W. Silva and others	.. Kekunahena	.. 80
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## 1st to 4th section, 4 miles.

J. Anderson (Geo. Steuart & Co.)	Handford	.. 754
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## 1st to 6th section, 6 miles.

E. C. Anderson (E. C. Anderson)	Anningkanda	.. 775
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## 1st to 8th section, 8 miles.

Lipton, Ltd. (Lipton, Ltd.)	.. Panilkanda	.. 852
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## 1st to 10·1 section, 10·1 miles.

Haydella Tea and Rubber Co., Ltd. (Whittall & Co.)	.. Hayes	.. 1,638 $\frac{1}{2}$
Do.	.. Gongalla	.. 574
Do.	.. Longford	.. 257
		5,205 $\frac{1}{2}$

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

Provincial Road Committee's Office, R. B. HELLINGS,  
Galle, January 10, 1917. Chairman.

## Kegalla-Polgahawela Road to Lowlands Estate.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having granted the under-mentioned sum for the maintenance of the road from Kegalla-Polgahawela road to Lowlands estate during 1916-1917, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will, on Saturday, January 27, 1917, at 1 P.M., at the Kurunegala Kachcheri, proceed to assess the under-mentioned estates to make up the private contributions:—

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

Proprietors or Agents.	Estates.	Acreage.
Charles Peries ..	Sirapis ..	60
Lipton, Limited ..	Cairnhill ..	132
Do. ..	Lower Eadella ..	20
Do. ..	Lowlands ..	65
Do. ..	Upper Eadella ..	438
Do. ..	Lesmoir ..	114

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

Provincial Road Committee's Office, R. B. NARSH,  
Kurunegala, January 4, 1917. Secretary.

#### Mallawapitiya-Rambadagalla Branch Road.

THE report of the Local Committee on the Mallawapitiya-Rambadagalla branch road having been received, notice is hereby given that, in accordance with the provisions of section 19 of "The Branch Roads Ordinance, 1896," the Provincial Road Committee will on Saturday, January 27, 1917, at 1 p.m., at the Office of the Government Agent, Kurunegala, after hearing objections, if any, adopt, alter, modify, or confirm such report, and will proceed to assess in the manner prescribed by the said section the proportion due by each estate on account of the moiety of the cost of maintenance during 1916-1917 of the said road.

The Local Committee have recommended that the following estates should be assessed for the sections and on the acreage stated opposite to each:—

Amount of Government moiety for the maintenance of the road ..	Rs. 6,200
Amount of private contributions for the maintenance of the road ..	Rs. 6,262

Proprietors or Agents.	Estates.	Acreage.
1st to 2nd section, 1 mile.		
Mrs. J. A. Dona Thekala	..	
Hamine ..	Mallawapitiya ..	100
Mr. Simon Fernando ..	Uyandanawatta ..	100
1st to 3rd section, 1½ mile.		
G. D. John Fernando ..	Uyandanawatta ..	60
M. M. Kana Meera Saibo ..	Dangahamulawatta ..	23
Mr. J. D. Nicholas ..	(Estate sold by Mr. Modder) ..	70
Mr. C. P. Markus ..	Rhenil ..	165
1st to 4th section, 2 miles.		
Mr. J. M. V. Rodrigo ..	Galpottewatta ..	120

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Mr. P. Gooneratne ..	Lizzidale <i>alias</i> Tara-potewatta ..		250
1st to 5th section, 2½ miles.			
Heirs of P. B. Migolle, Korala	Paragahamulawatta ..		40
1st to 6th section, 3 miles.			
Dr. Rockwood ..	Galgodawatta ..		100
Do. ..	Kotakanda ..		30
1st to 7th section, 3½ miles.			
Mr. Mohamed Ali, J.P. ..	Kotakande ..		100
1st to 8th section, 4 miles.			
Messrs. James Finlay & Co. ..	Aspokunawatta ..		321
Mrs. A. M. Abeysekera ..	Lindapitiyawatta ..		56
Tingole Suppiah ..	Tingolewatta ..		48
Meegolle Arachchi ..	Leeniyagolla ..		30
H. D. Sasira ..	Attikkagahamulawatta ..		30
1st to 9th section, 4½ miles.			
Mr. F. N. Daniels ..	Kospotuoya ..		135
Mr. T. B. Delwita ..	Pitawelawatta ..		64
Mr. T. Y. Wright ..	Shakerley ..		1,303
1st to 11th section, 5½ miles.			
Dr. H. M. Fernando ..	Meegastenna ..		164
1st to 16th section, 8 miles.			
Messrs. Bosanquet & Co. ..	Pangalle ..		520
1st to 18th section, 9 miles.			
Messrs. H. Don Carolis & Sons. Reedi	Uyanawatta ..		233
1st to 23rd section, 11½ miles.			
Mr. A. S. L. Price ..	Redeegama Group ..		1,352
1st to 24th section, 12 miles.			
Arunachalam Chetty ..	Maryland or Kaliswara ..		140
1st to 25th section, 12½ miles.			
Egoris Appuhamy ..	Veyangoda ..		36
Sadiris Appuhamy ..	do. ..		38
The Central Tea Co. of Ceylon, Ltd. ..	Delhena ..		504
Mr. T. B. Delwita ..	Delwita Walawwa ..		24
1st to 28th section, 14 miles.			
Messrs. James Finlay & Co. ..	Delwita Group ..		2,749
Messrs. Harrisons & Crossfield, Ltd. ..	Keppitigala ..		1,751
Messrs. Carson & Co. ..	Nella Oola ..		300
Provincial Road Committee, Kurunegala, January 15, 1917.			BERTRAM HILL, Chairman.

#### JAFFNA MARKETS FUND.

##### Statement of Receipts and Expenditure of the Markets Fund for the Half-Year ended December 31, 1916.

RECEIPTS.	Amount.	EXPENDITURE.	Amount.
	Rs. c.		Rs. c.
Rent of Chunnakam market ..	689 0	Pay of market keepers, sweepers, and watchers ..	495 50
Rent of Chankanai market ..	553 63	Maintenance of market buildings ..	286 76
Rent of Chavakachcheri market ..	553 1	Repairs to Chavakachcheri market railings ..	375 65
Rent of Pandateruppu market ..	56 70		
Rent of Tholpuram market ..	38 21		
Rent of Elephant Pass market ..	54 12		
Rent of temporary sheds in markets ..	14 75		
Produce of trees on market lands ..	45 75		
Miscellaneous ..	14 50		
	2,019 67		1,157 91
Balance on June 30, 1916 ..	10,792 19	Balance on December 31, 1916 ..	11,653 95
Total ..	12,811 86	Total ..	12,811 86



## MULLAITTIVU MARKET FUND.

## Statement of Receipts and Expenditure on account of Markets Fund in Mullaittivu District for the last Half-Year of 1916.

RECEIPTS.	Amount.		Total.	EXPENDITURE.	Amount.		Total.
	Rs.	c.			Rs.	c.	
Balance on June 30, 1916 ..	—	—	487 73	Cost of repairs to Tanniyuttu market building ..	—	—	11 25
Four instalments of Tanniyuttu market rent for 1916 ..	55	11		Balance ..	—	—	558 29
One-sixth purchase amount of Tanniyuttu market rent for 1917 ..	26	70					
			81 81				
			569 54				569 54

District Road Committee's Office,  
Mullaittivu, January 12, 1917.

W. L. MURPHY,  
Chairman.

## UNOFFICIAL ANNOUNCEMENTS.

(Continued from page 88.)

*90.7/-*  
Sale under Mortgage Decree of Negombo  
Town Properties.

*8/19/16*  
*8/19/16*  
Valuable and well situated.

UNDER decree in case No. 11,359, D. C., Negombo, entered in favour of the plaintiff Pena Reena Veeyanna Rana Ana Periyasamy Pulle of Negombo, against the defendants (1) Kurukulasuriya Stephen Philippu Fernando and wife (2) Kurukulasuriya Maria Josephina Peries, both of Negombo, and by virtue of the order issued to me, for the recovery of the amount therein stated, I shall sell the under-mentioned properties by public auction, at the respective spots on Thursday, February 15, 1917, viz. :—

At 2 P.M.

(1) The portion of garden called Naidekankanamalagewatta, situate at Grand street, within the gravets and in the District of Negombo; in extent about 15 perches, with the building standing thereon.

At 2.15 P.M.

(2) The portion of garden also called Naidekankanamalagewatta, situate at Grand street aforesaid; in extent about 20 perches, with the building standing thereon.

At 3 P.M.

(3) The undivided  $\frac{1}{2}$  share of the land called Embrallahawatta and of the tiled boutique standing thereon, situate at Kotakampu, within the gravets and in the District of Negombo, which said entire land is in extent about 20 perches.

At 3.15 P.M.

(4) The undivided  $\frac{1}{2}$  share of the two tiled boutiques bearing assessment Nos. 313 and 314, standing on the portion of land called Embrallahawatta, embracing the said two boutiques, situate at Kotakampu aforesaid, which said portion is in extent about 1 perch.

The aforesaid four lands are bound as secondary mortgage, subject to the primary mortgage, effected by bond No. 1,133 dated June 28, 1909, and attested by Mr. D. C. S. Goonasekera, Notary Public.

At 4 P.M.

(5) The undivided  $\frac{1}{2}$  share of the land of several contiguous lots called Divulgahawatta, Dimbulgahawatta, and Suriyagahawatta, and of the two cadjan thatched houses and all other buildings standing thereon, situate at Grand street aforesaid, which said land is in extent 2 acres 2 roods and 30 perches.

At 4.15 P.M.

(6) The land called Divulgahawatta, situate at Grand street aforesaid; in extent 27 $\frac{1}{2}$  perches, with the buildings standing thereon.

The aforesaid 5th and 6th mentioned lands are bound as secondary mortgage, subject to the primary mortgage, effected by bond No. 607 dated May 22, 1912, and attested by S. G. de Zoysa, Notary Public.

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, January 16, 1917.

M. P. KURERA,  
Auctioneer.

*90.7/-*  
Sale under Mortgage Decree of Property at  
Grand street, Negombo.

UNDER decree in case No. 11,362, D. C., Negombo, entered in favour of the plaintiff Pena Reena Veeyanna Rana Ana Ramasamy Chetty, by his attorney Rawanna Mana Periasamy Pulle of Negombo, against the defendant Kurukulasuriya Stephen Philip Fernando of Grand street, Negombo, and by virtue of the order issued to me, for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by the defendant as primary mortgage by bond No. 607 dated May 22, 1912, and attested by S. G. de Zoysa, Notary Public, by public auction at the respective spots on Wednesday, February 14, 1917, viz. :—

At 10.30 A.M.

(1) All that undivided  $\frac{1}{2}$  part or share of the two contiguous gardens called Divulgahawatta, Dimbulgahawatta, and Suriyagahawatta and of the two cadjan thatched houses standing thereon, situate at Grand street, within the gravets and in the District of Negombo; in extent about 2 acres 2 roods and 30 perches.

At 10.45 A.M.

(2) All that garden called Divulgahawatta, situate at Grand street aforesaid; in extent 27 $\frac{1}{2}$  perches.  
Further particulars from D. L. E. Amerasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, January 16, 1917.

M. P. KURERA,  
Auctioneer.