



Ceylon Government Gazette

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 PART III.—Provincial Administration.
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Second Publication

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE LUCKY LAND TEA COMPANY, LIMITED.

1. The name of the Company is "THE LUCKY LAND 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—
 - (1) To purchase or otherwise acquire from Frederick James Whittall and John Gordon the Lucky Land estate situated in the Uda Pussellawa district in Ceylon.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands and real and personal, immovable and movable estate or property and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say: planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.

- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like, conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase, tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tugowners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants, and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures or book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities, and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.

- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable estate, property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up, or partly paid up) or in debentures, debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up, or partly paid up) of any company, or debentures or debenture stock or obligations of any company or person, or partly one and partly any other.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Four hundred thousand Rupees (Rs. 400,000), divided into Forty thousand (40,000) shares of Rs. 10 each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
FREDK. J. WHITTALL, Lucky Land, Uda Pussellawa	One
HELEN ISOLDA WHITTALL, Lucky Land, Uda Pussellawa	One
JNO. GORDON, Delmar, Uda Pussellawa	One
WM. ARTHUR GORDON, Rappannock, Uda Pussellawa	One
ANNIE C. F. GORDON, Delmar, Uda Pussellawa	One
C. G. PRITCHARD, Mousagalla, Namunukula	One
HUGH M. GORDON, Templestowe, Rozelle	One
DOROTHY C. GORDON, Templestowe, Rozelle	One
Total shares taken	Eight

Witness to the signatures of FREDERICK JAMES WHITTALL and HELEN ISOLDA WHITTALL, at Lucky Land, this 28th day of November, 1916:

R. J. CONGREVE, Planter, Blairlmond estate, Uda Pussellawa.

Witness to the signatures of JOHN GORDON and ANNIE CHRISTINA FLORENCE GORDON, at Delmar, this 4th day of December, 1916:

J. M. URQUHART, Planter, Delmar, Halgranoya.

Witness to the signature of COLIN GORDON PRITCHARD, at Mousagalla, this 19th day of December, 1916:

F. W. EARDLEY LIESCHING, Planter, Cannaverella, Namunukula.

Witness to the signatures of HUGH MIDDLETON GORDON and DOROTHY CLAIR GORDON, at Templestowe, this 8th day of December, 1916:

C. PEREBA, Clerk, Templestowe, Rozelle.

Witness to the signature of WM. ARTHUR GORDON, at Rappannock, this 15th day of January, 1917:

R. J. CONGREVE, Planter, Blairlmond, Uda Pussellawa.

ARTICLES OF ASSOCIATION OF THE LUCKY LAND TEA COMPANY, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Month.—“Month” means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Four hundred thousand Rupees (Rs. 400,000), divided into Forty thousand (40,000) shares of Ten Rupees (Rs. 10) each.

SHARES.

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

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

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

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

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

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

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

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

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

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

INCREASE OF CAPITAL.

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

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

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

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

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time, at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred Thousand Rupees (Rs. 100,000). With the sanction of a General

Meeting, the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage, issue any debentures or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DIRECTORS.

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

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

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Frederick James Whittall Esq., of Lucky Land, Uda Pussellawa; John Gordon, Esq., of Delmar, Uda Pussellawa; and Thomas Lister Villiers, Esq., of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said Lucky Land estate.

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

COMPANY'S SEAL.

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

130. *Declaration of dividend.*—The Directors may, with the sanction of the Company in General Meeting, from time to time declare a dividend to be paid, and (or) pay a bonus to the Shareholders in proportion to the amounts paid on their shares, but no dividend or bonus shall be payable except out of nett profits.
131. *Interim dividend.*—The Directors may also, if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.
132. *Reserve fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they shall think fit, or place the same on fixed deposit in any bank or banks.
133. *Application thereof.*—The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for the payment of accumulated dividends due on preference shares or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises, or for the repair or renewal or extensions of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.
134. *Unpaid interest or dividend not to bear interest.*—No unpaid interest, or dividend, or bonus shall ever bear interest against the Company.
135. *No Shareholder to receive dividend while debt due to Company.*—No Shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares whilst any moneys may be due or owing from him (whether alone or jointly with any other person) to the Company in respect of such share or shares, or otherwise howsoever.
136. *Directors may deduct debt from the dividends.*—The Directors may deduct from the dividend or bonus payable to any Shareholder all sums of money due from him (whether alone or jointly with any other person) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.
137. *Dividends may be paid by cheque or warrant and sent through the post.*—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the Shareholder entitled, or, in the case of joint-holders, to the registered address of that one whose name stands first on the register in respect of the joint-holding; but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.
138. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this clause any cheques or warrants which may be issued for dividends or bonuses and may not be presented at the Company's bankers for payment within three years shall rank as unclaimed dividends.
139. *Shares held by a firm.*—Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.
140. *Joint holders other than a firm.*—Every dividend or bonus payable in respect of any share held by several persons jointly, other than a firm, may be paid to, and an effectual receipt given by, any one of such persons.

AUDIT.

141. *Accounts to be audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet and profit and loss account ascertained by one or more Auditor or Auditors.
142. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.
143. *Appointment and retirement of Auditors.*—The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration; all future Auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointments, or until otherwise ordered by a General Meeting.
144. *Retiring Auditors eligible for re-election.*—Retiring Auditors shall be eligible for re-election.
145. *Remuneration of Auditors.*—The remuneration of the Auditors other than the first shall be fixed by the Company in General Meeting, and this remuneration may from time to time be varied by a General Meeting.
146. *Casual vacancy in number of Auditors how filled up.*—If any vacancy that may occur in the office of Auditor shall not be supplied at any Ordinary General Meeting, or if any casual vacancy shall occur, the Directors shall (subject to the approval of the next Ordinary General Meeting) fill up the vacancy by the appointment of a person who shall hold the office until such meeting.
147. *Duty of Auditor.*—Every Auditor shall be supplied with a copy of the balance sheet and profit and loss account intended to be laid before the next Ordinary General Meeting, and it shall be his duty to examine the same with the accounts and vouchers relating thereto, and to report thereon to the meeting, generally or specially, as he may think fit.
148. *Company's accounts to be opened to Auditors for audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be open to the Auditors for the purpose of audit.

NOTICES.

149. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or other persons appointed by the Board to do so.
150. *Shareholders to register address.*—Every Shareholder shall furnish the Company with an address in Ceylon, which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.
151. *Service of notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending it through the post in a prepaid letter, addressed to such Shareholder at his registered address or place of abode; and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the Agent or Secretary or Agents or Secretaries of the Company, their own or some other address in Ceylon.
152. *Notice to joint-holders of shares other than a firm.*—All notices directed to be given to Shareholders shall, with respect to any share to which persons other than a firm are jointly entitled, be sufficient if given to any one of such persons, and notice so given shall be sufficient notice to all the holders of such shares.
153. *Date and proof of service.*—Any notice if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address, and in proving

such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a post box or posted at a post office and the entry in the Company's books of the leaving or sending by post of any notice at or to such address shall be sufficient evidence thereof, and no further evidence shall be necessary.

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

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

FREDK. J. WHITTALL.
HELEN ISOLDA WHITTALL.
C. G. PRITCHARD.
JNO. GORDON.
WM. ARTHUR GORDON.
ANNIE C. F. GORDON.
HUGH M. GORDON.
DOROTHY C. GORDON.

Witness to the signatures of FREDERICK JAMES WHITTALL and HELEN ISOLDA WHITTALL, at Lucky Land, this 28th day of November, 1916:

R. J. CONGREVE, Planter, Blairlmond Estate, Uda Pussellawa.

Witness to the signatures of JOHN GORDON and ANNIE CHRISTINA FLORENCE GORDON, at Delmar, this 4th day of December, 1916:

J. M. URQUHART, Planter, Delmar, Halgranoya estate.

Witness to the signature of COLIN GORDON PRITCHARD at Mousagalla, this 19th day of December, 1916:

F. W. EARDLEY LIESCHING, Planter, Cannaverella, Namunukula.

Witness to the signatures of HUGH MIDDLETON GORDON and DOROTHY CLAIR GORDON, at Templestowe, this 8th day of December, 1916:

C. PERERA, Clerk, Templestowe, Rozelle.

Witness to the signature of WM. ARTHUR GORDON, at Rappahannock, this 15th day of January, 1917:

R. J. CONGREVE, Planter, Blairlmond, Uda Pussellawa.

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF THE UDAGODA TEA AND RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE UDAGODA TEA AND RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase from the proprietors thereof the Udagoda estate, situated in the District of Kegalla, in the Province of Sabaragamuwa, for Rs. 360,000.
 - (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 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 or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, coconuts plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, coconuts, 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 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 rubber, coconuts, 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, coconuts, 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 purpose of the Company upon the security of cash, credit bonds, or of 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, 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 Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into Seven thousand Five hundred (7,500) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.		Number of Shares taken by each Subscriber.	
C. M. GORDON, Steuart House, Colombo	.. ..	..	One
TOM VILLIERS, Colombo	.. ..	..	One
JAMES J. PARK, Colombo	.. ..	..	One
Witness to the above signatures :			
Colombo, December 20, 1916.		H. CREASY, Proctor, Supreme Court.	
MARY ORCHARD, The Glen, Kandy	.. ..	..	One
Witness :			
Kandy, December 22, 1916.		F. LIESCHING, Proctor, Supreme Court.	
ADELA SETON ORCHARD, Nayabedde, Bandarawela	.. ..	..	One
COBHAM GRANT, Nayabedde, Bandarawela	.. ..	..	One
Witness to above signatures :			
Nayabedde, Bandarawela, January 11, 1917.		W. M. PERIS, Clerk.	
D. C. WILSON, c/o Geo. Steuart & Co., Colombo	.. ..	..	One
Witness to the above signature :			
Colombo, January 12, 1917.		H. CREASY, Proctor, Supreme Court.	

ARTICLES OF ASSOCIATION OF THE UDAGODA TEA AND RUBBER 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 or 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 :—

The word "Company" means "The Udagoda Tea and Rubber 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 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 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 nominal capital of the Company is Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into 7,500 shares of One hundred Rupees (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 or for 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 or partnership or of any one or more members of such firm or membership, 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 in respect of shares registered in the name of the firm.

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 37 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. A sum of fifty cents shall be payable for such new 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 has 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 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 at such times 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.

35. No share shall be sold or transferred by any Shareholder or trustee in bankruptcy or assignee or curator or legal or personal representative of any Shareholder unless and until the rights of preemption hereinafter conferred shall have been exhausted.

Every Shareholder or trustee in bankruptcy or assignee or curator who may desire to sell or transfer any original shares, and every legal or personal representative of a deceased Shareholder who may desire to sell or transfer any shares of such deceased Shareholder, shall give notice in writing to the Directors through the Secretary or Secretaries of the Company that he desires to make such sale or transfer, and such notice shall constitute the Board his agent for the sale of such shares to any members or member of the Company, and he shall state in such notice the price at which he offers to sell such shares.

Upon the price for such original shares being agreed on, the Board shall forthwith give notice to each of the Shareholders (other than the Shareholders desiring to sell or transfer the said shares) stating the number and price of such shares and inviting the person to whom the notice is sent to state in writing within two months from the date of such notice whether he is willing to purchase any and if so what maximum number of such shares. At the expiration of such two months the Board shall apportion such shares amongst the Shareholders (if more than one) who shall have expressed their desire to purchase the same and as far as may be *pro rata* according to the number of shares already held by them respectively, or if there be only one such Shareholder the whole of such shares shall be sold to him, provided that no Shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice. Upon such apportionment being made, or such one Shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective Shareholders or to the single Shareholder who shall have agreed to purchase the same.

In the event of the whole of such shares not being sold as herein provided, the party desiring to sell or transfer shall be at liberty to transfer the shares not so sold to persons who are not Shareholders, provided that he shall not sell them for a less sum than the price at which the same shall have been offered for sale to the Shareholders as aforesaid.

The provisions as to transfer herein contained shall not apply to a transfer of shares desired to be made merely for the purpose of effectuating the appointment of new trustees or qualifying a person to act as Director, provided that it is proved to the satisfaction of the Board that such is the case.

TRANSMISSION OF SHARES.

36. 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.

37. 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 in 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.

38. If any person who shall become entitled to be registered in respect of any share under clause 37 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.

39. 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.

40. 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.

41. 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.

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

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

44. A certificate in writing under the hands of 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 42 hereof shall be redeemable after sale or disposal.

45. The Company shall have a first charge or paramount lien upon all the shares of any holder or joint-holders for all moneys for the time being due to the Company by such holder or by all or any of such joint-holders respectively, either in respect of such shares or of other shares held by such holder or joint-holders or otherwise, and whether due from any such holder individually or jointly with others, including all calls 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.

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

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

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

49. Upon any such sale two of the Directors may execute a transfer of such 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.

50. Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued, or then about to be issued (other than shares issued with a preference), or 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.

51. 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.

52. 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.

53. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's 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 Seventy-five thousand Rupees (Rs. 75,000), but the Directors shall not have power to mortgage or hypothecate any of the property of the Company as security for the repayment of such sum or sums of money without the sanction of a General Meeting.

54. 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.

55. For the purpose of securing the repayment of any such moneys so borrowed or raised, or for any other purposes, the Directors may, with the sanction of a General Meeting, 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.

56. Any such securities may be issued, either at par or at a premium or discount, and may from time to time be cancelled, 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

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

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

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

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

65. 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.

66. 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.

67. 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.

68. 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.

69. 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.

70. 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.

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

72. 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.

73. 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.

74. At any meeting every resolution shall be decided by the votes of the Shareholders present in person, or by proxy, or by attorney, 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, either in person or by proxy, or attorney, 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.

75. 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 and proxy, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

76. 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.

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

78. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him.

79. The parent or guardian or curator of an infant Shareholder, the committee or other legal guardian or curator 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.

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

81. 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 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.

82. 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.

83. A person shall be entitled to hold a proxy although not a Shareholder in the Company.

84. The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor (whether a Shareholder or his attorney), or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation.

85. 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 Udagoda Tea and Rubber Company, Limited.

I, _____, of _____, appoint _____, of _____, 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 _____.

86. 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.

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

DIRECTORS.

88. The number of Directors shall never be less than two or 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 Fifteen 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, nor any extra remuneration to the Managing Directors of the Company.

89. The first Directors shall be Thomas Bertram Orchard, Cobham Grant, and James John Park, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

90. 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.

91. 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 92.

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

93. 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.

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

95. 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.

96. 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.

97. 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.

98. 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.

99. 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.

100. 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.

101. 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 tortuous 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.

102. 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.

103. 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.

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

105. 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.

106. 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.

107. 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 expressed power.

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

109. 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, and agreements, bonds, mortgages, proxies to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

110. 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 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.

111. It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders of the Company 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.

112. 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 of 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.

113. 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.

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

115. 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.

116. 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.

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

118. 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.

119. 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.

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

121. 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.

122. 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.

123. 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

133. 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.

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

135. If any vacancy that may occur in the office of Auditor is not supplied at the 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.

136. 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.

137. 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.

138. 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.

139. 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.

140. 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 may invest the same in such securities as they may select, or place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investments and apply such reserve fund or such portion thereof as they think fit to meet contingencies or for special dividends 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 extension 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 without being bound to keep the same separate from the other assets.

141. 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.

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

143. 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.

144. 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.

145. 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.

146. 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.

147. 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.

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 shall name and register in the books of the Company an address at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served.

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 aforewritten 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.

C. M. GORDON, *Steuart House, Colombo.*

TOM VILLIERS, *Colombo.*

JAMES J. PARK, *Colombo.*

Witness to the above signatures :

H. CREASY,

Colombo, December 20, 1916.

Proctor, Supreme Court.

MARY ORCHARD, *The Glen, Kandy.*

Witness :

F. LIESCHING,

December 22, 1916.

Proctor, Supreme Court.

ADELA SETON ORCHARD, *Nayabedde, Bandarawela.*

COBHAM GRANT, *Nayabedde, Bandarawela.*

Witness to above signatures :

W. M. PERIS.

Nayabedde, Bandarawela, January 11, 1917.

Clerk.

D. C. WILSON, *care of Geo. Steuart & Co., Colombo.*

Witness to the above signature :

H. CREASY,

Colombo, January 12, 1917.

Proctor, Supreme Court.

The Dickoya Tea Company, Limited.

NOTICE is hereby given that the Ninth Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, No. 14, Queen street, Colombo, on Saturday, February 24, 1917, at noon.

Business.

1. To receive the report of the Directors and statement of accounts to December 31, 1916.
2. To consider the payment of a dividend in sterling.
3. To elect a Director, appoint an Auditor, and to transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, February 10, 1917. Agents and Secretaries.

The Kirklees Estate Company, Limited.

NOTICE is hereby given that the Twenty-Second Annual Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, No. 14, Queen street, Colombo, on Saturday, March 3, 1917, at noon.

Business.

1. To receive the report of the Directors and statement of accounts to December 31, 1916.
2. To declare a dividend.
3. To elect a Director, appoint an Auditor, and to transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, February 10, 1917. Agents and Secretaries.

The Syston Estates Company of Ceylon, Limited.

NOTICE is hereby given that the Eleventh Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, No. 14, Queen street, Colombo, on Friday, March 2, 1917, at noon.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1916.
2. To consider the payment of dividends in sterling.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, February 12, 1917. Agents and Secretaries.

The Kandyan Hills 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, Australia Buildings, Colombo, at 12 noon, on Friday, March 9, 1917.

Business.

(1) To confirm as a special resolution the following resolution which was passed by the Shareholders at an Extraordinary General Meeting held at 12 noon on Wednesday, February 14, 1917:—"That the following article 5A be added to the Articles of Association of the Company:—

Article 5A.—The Company in General Meeting may, by special resolution, subdivide or consolidate its shares or any of them."

(2) To consider and, if approved, to pass the following resolution, viz.:

"That the nominal capital of the Company be increased to Rs. 400,000 (Rupees Four hundred thousand), divided into 4,000 (four thousand) shares of Rs. 100 (Rupees One hundred) each.

By order of the Board,

CARSON & Co., LTD.,
Colombo, February 14, 1917. Agents and Secretaries.

The Bank of Uva, Limited.

NOTICE is hereby given that the Tenth Annual Ordinary General Meeting of this Company will be held within the registered office, No. 4, Prince street, Colombo, on Saturday, February 24, 1917, at 12 o'clock noon.

Business.

- (1) To receive and consider the annual statement of accounts and balance sheet and the report of the Directors for the past year.
- (2) To declare a dividend for the year 1916.
- (3) To elect a Director in the place of the one retiring who offers himself for re-election.
- (4) To elect Auditors for 1917.
- (5) To transact any other ordinary business that may arise. (In accordance with the Company's Articles of Association the Transfer Books will be closed from February 10 to February 28, both days inclusive.)

By order of the Directors,

HARRISONS & CROSFIELD, LIMITED,
Colombo, February 9, 1917. Secretaries.

Auction Sale of Valuable House Property at Colpetty under Mortgage Decree.

UNDER and by virtue of the commission issued to me in case No. 42,450 of the District Court of Colombo, and the decree entered therein in favour of William Charles Field of Finchley, London, against Arisi Marikar Mohamad Sah Hadjiar for the recovery of the amounts therein mentioned, I shall sell by public auction at the spot on Monday, March 12, 1917, at 5 P.M., the following property declared bound and executable for the amount of the decree in the said action, to wit:—

All that allotment of land, with all the buildings standing thereon, bearing assessment No. 232, situated at Colpetty, within the Municipality of Colombo, containing in extent 2 roads 27 perches, including all buildings and erections erected on the said premises subsequent to the date of the bond No. 4,892 of February 21, 1913.

A. Y. DANIEL,
(A. Y. DANIEL & SON,
Auctioneers & Brokers).
4, Baillie street, Fort.

**Sale by Auction under Mortgage Decree.
Valuable Pettah Property.**

UNDER decree D. C., Colombo, 42,031, entered in favour of Ellen Van Gayzel, against Daniel Gabriel and others, and by virtue of the order issued to me, for the recovery of the amount therein stated, I shall sell by public auction at the spot at 5.30 P.M., on Friday, March 9, 1917, that allotment of land, with the buildings and plantations standing thereon, bearing assessment Nos. 6 and 7, situated at Washers' quarters, now called Muhandiram's road; containing in extent 27 65/100 perches.

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

6, Hulftsdorp,
February 14, 1917.

C. E. KARUNABATNA,
Auctioneer.

**Sale by Auction under Mortgage Decree.
An extensive Land near Kesbewa.**

UNDER decree D. C., Colombo, 45,990, A. H. Goonewardene, plaintiff, against Werakkodige Don Lean Singho of Kesbewa, defendant, by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell by public auction at my office, 6, Hulftsdorp, Colombo, at 4 P.M., on Friday, March 9, 1917, the following allotments of land, which, from their situation as respects each other, can be described and included in one survey, and now form one property, and will be sold in one block:—Kitulgahamukalana and Kahatuduwamukalana, with the buildings, trees, and plantations standing thereon, situated at Kahatuduwa, in Udugaha pattu of Salpiti korale, in extent 20 acres 32 perches; (2) undivided 26/36 parts or shares, together

with half an acre of land from and out of all that divided one-fifth part of Kahatuduwemukalanawatta at Kahatuduwa aforesaid, which said one-sixth share contains in extent about 20 acres; (3) undivided one-third part of Kitulgahawilamukalanawatta at Kahatuduwa aforesaid, in extent about 64 acres 7 perches, exclusive, however, of an undivided portion of about 5 acres thereof transferred by way of gift.

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

6, Hulftsdorp,
February 14, 1917.

C. E. KARUNARATNA,
Auctioneer.

Auction Sale.

In the District Court of Kalutara.

Busabaduge Francis Isacc Fernando of Beruwala.. Plaintiff.
No. 6,451. Vs.

Hewawasansaru-kalige John Fernando, (2)
Udaris Fernando, both of Warapitiya, in
Negawanbadda Defendants.

UNDER the mortgage decree entered in the above case and by virtue of the order issued to me by the District Court of Kalutara, I shall sell by public auction at the spot at 2.30 P.M., on Saturday, March 10, 1917, the following property, declared bound and executable, for the recovery of the sum of Rs. 1,887.50, with interest on Rs. 1,500 at 2 per cent. per annum from August 23, 1915, till the date of decree, and thereafter at 9 per cent. per annum, till payment and costs, Rs. 181.56, to wit:—

1. The soil and all thereon of a portion of Pujawabendapittaniyagedarawatta; and bounded on the north by Kondugodahenawatta, east by a portion of the said Pujawabendapittaniyagedarawatta, south by a portion of this land, and west by the land called Pansalagodella, belonging to Odiris de Soysa Amarasekara, Vidane Arachehi; containing within the boundaries about 2 acres in extent, situated at Warapitiya.

2. The planter's $\frac{1}{2}$ share of the plantation and the undivided $\frac{1}{2}$ share of the soil and of the remaining two of the southern portion of Pujawabendapittaniyagedarawatta; bounded on the north by a portion of this land, east by a portion of this garden, south by Gorakagahawatta belonging to Bastian Silva, west by Pellewewatta belonging to Peries Fernando; containing within the boundaries about $\frac{1}{2}$ an acre in extent, situated at the said village.

3. The undivided $\frac{1}{2}$ share of the eastern portion of Pujawabendapittaniyagedarawatta; bounded on the north by Kondugodahenawatta, east by Pinpittaniya, Kuruviliadda, south by Weralugahapittaniyawatta, west by the two portions of this land; containing within the boundaries about $\frac{1}{2}$ acre in extent, situated in the said village.

4. The undivided $\frac{1}{2}$ share of the soil and all therein of Dangahaliadda and Kottangahaliadda; bounded on the north by Hakurugeliadda, east by Udumbugodawatta or Siyambalagahawatta and Kajugahaliadda, south by Waduawatta, and Udumbugodapittaniya, and west by Uliiadda Waduawattakottuna, and Bakinigahaliadda; containing within the boundaries about 4 acres in extent, situated in the said village.

C. H. RANASINGHA,
Auctioneer.

Kalutara, February 12, 1917.

Sale under Mortgage Decree of Properties at Dunagaha and Palliyapitiya in Negombo.

UNDER decree in case No. 11,563, D. C., Negombo, entered in favour of the plaintiff Nawanna Kana Nana Natchiappa Chetty of Negombo, against the defendant Weerappulige Sidoris Fernando of Dunagaha, 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, March 9, 1917, viz.:—

At 4 P.M.

(1) The undivided $\frac{2}{6}$ shares of the land called Hedawakagahawatta or Meegahawatta, situate at Dunagaha in Dunagaha pattu of Alutkuru korale, in extent about 4 acres.

At 4.30 P.M.

(2) The undivided $\frac{1}{2}$ share of the field called Kotagara-kumbura, situate at Palliyapitiya, in the said pattu, in extent about 4 parrahs of paddy sowing ground.

At 5 P.M.

(3) The land called Godadeniya at Dunagaha aforesaid, in extent about 1 acre.

Further particulars from Tudor Ranasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, February 13, 1917.

M. P. KURERA,
Auctioneer.

Auction Sale of Properties at Dalupotha in close proximity to the Town of Negombo.

UNDER decree in case No. 10,897, D. C., Negombo, entered in favour of the plaintiff Sena Thana Kana Pana Chana Suna Supperamaniam Chetty of Negombo, against the defendant Weerapurage Heerawando of Dalupotha, 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 Tuesday, March 13, 1917, viz.:—

At 4 P.M.

(1) The $\frac{1}{7}$ of the land called Gorakagahawatta, situate at Dalupotha in Dunagaha pattu of Alutkuru korale, in extent 1 rood and 5 perches.

At 4.30 P.M.

(2) The land called Gorakagahakumbura (exclusive of the cart road that runs through the said land), situate at ditto, in extent about 3 roods.

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

Negombo, February 13, 1917.

M. P. KURERA,
Auctioneer.

Sale under Mortgage Decree of Properties at Demottawa in the District of Negombo.

UNDER decree in case No. 11,508, D. C., Negombo, entered in favour of the plaintiff Sawanna Thana Nana Ramanadan Chetty of Negombo, against the defendants (1) Mutumuni Adiris Nona and husband, (2) Anjanayaka Jayawardana Siman de Silva, (3) Manikulasiris Silva, all of Demottawa, and by virtue of the order issued to me, for the recovery of the amount therein stated, I shall sell by public auction at the spot at 4 P.M., on Monday, March 12, 1917, the half share from and out of the northern undivided half share of the land called Nugagahawatta alias Meelagahawatta, situate at Demottawa, in Dasiya pattu of Alutkuru korale, in the District of Negombo, which said land is in extent about 6 acres.

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

Negombo, February 2, 1917.

M. P. KURERA,
Auctioneer.

Auction Sale of Property at Godigomuwa in the District of Negombo.

UNDER decree in case No. 11,589, D. C., Negombo, entered in favour of the plaintiff Wickramasinghe Senanayake William Perera Appuhamy of Godigomuwa, presently of Hendiyagala, against the defendant Sudasin-senanayake Brampy Perera Appuhamy of Godigomuwa, 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, March 15, 1917, viz.:—

At 4 P.M.

(1) An undivided $\frac{1}{2}$ share of the land called Maragahalandu, situate at Godigomuwa, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, in extent about 3 acres.

At 4.30 P. M.

(2) An undivided $\frac{1}{2}$ share of the field called Palugahakumbura, situate at Godigomuwa aforesaid, in extent 16 parrabs of paddy sowing ground.

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

Negombo, February 12, 1917.

M. P. KURERA,
Auctioneer.

Sale under Mortgage Decree of Properties at Kaluairippua and Batepol: in Negombo.

UNDER mortgage decree in case No. 11,294, D. C., Negombo, entered in favour of the plaintiff Solanga Aratchige Don Charles Appuhamy of Kaluairippua, against the defendant Nissanga Aratchige Don Alvinu Appuhamy of Dematawatta in Kehelella, 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, March 16, 1917, viz. :—

At 4 P. M.

(1) The land called Kongahawatta, situate at Kaluairippua, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, in extent about $1\frac{1}{2}$ acres, of which land an undivided $\frac{2}{3}$ shares, together with the buildings, plantations, and everything else appertaining thereto.

At 4.30 P. M.

(2) Of the land called Ketahillagahawatta, situate at Batepola, in Dunagaha pattu aforesaid, in extent about 5 acres, an undivided $\frac{1}{5}$ share (half share of the said $\frac{1}{5}$ share is subject to the life interest of Gammanage Davith Fernando), together with the buildings, plantations, and everything else appertaining thereto.

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

Negombo, February 13, 1917.

M. P. KURERA,
Auctioneer.

Auction Sale of Properties at Dandugama.

UNDER decree in case No. 11,571, D. C., Negombo, entered in favour of the plaintiff Muna Runa Rawanna Mana Muna Rama Chetty of Negombo, against the defendant Kurukulasuriya Embi Perera Jayawardana, Police Headman of Dandugama, 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 Tuesday, March 20, 1917, viz. :—

At 3 P. M.

(1) The land called Delgahaowita, situate at Dandugama, in Ragam pattu of Alutkuru korale, in extent about 2 roods, with the tiled buildings standing thereon, as primary mortgage.

At 3.15 P. M.

(2) The undivided $\frac{3}{5}$ shares of all that land called Dangahaowita and the buildings standing thereon, situate at Dandugama aforesaid, in extent 1 rood and $23\frac{8}{10}$, as primary mortgage.

At 3.30 P. M.

(3) All that allotment of land called Delgahaowita, situate at Dandugama aforesaid, in extent about 2 roods, and the buildings thereon, as secondary mortgage, subject to the primary mortgage aforesaid.

Further particulars from—

Negombo, February 13, 1917.

M. P. KURERA,
Auctioneer.

Sale under Mortgage Decree of Properties at Dalupota in Negombo District.

UNDER mortgage decree in case No. 11,471 of the District Court of Negombo, entered in favour of the plaintiff Peena Suru Awanna Thana Arunasalam Chetty of Negombo, against the defendant Weerapurege Henry Fernando of Dalupota, 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, March 9, 1917, the under-mentioned properties, to wit :—

At 4 P. M.

1. An undivided $\frac{1}{2}$ share from and out of the $\frac{1}{2}$ share, in extent 1 rood, of the land called Kongahawatta, situate at Dalupota in Dunagaha pattu in Negombo District.

At 4.30 P. M.

2. The land called Ambagahawatta, situate at Dalupota aforesaid, in extent about 1 acre (exclusive of one marked coconut tree).

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

Negombo, February 9, 1917.

K. L. PEREIRA,
Auctioneer.

Sale by Auction under Mortgage Decree of Properties at Kaleliya, Pallewela, in Hapitigam Korale.

UNDER mortgage decree in case No. 11,520 of the District Court of Negombo, entered in favour of the plaintiff Cornelia Henrietta Obeyasekara of Napagoda, Batadon Walawwa, against the defendant Gunasekara Liana Aratchige Podi Appuhamy, Police Headman of Kaleliya Pallewela, in Yatigaha pattu of the Hapitigam korale, 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, March 17, 1917, the under-mentioned properties, to wit :—

At 1 P. M.

1. The land called Wetakeyapothekumbura, situate at Kaleliya, Pallewela, in Yatigaha pattu, in extent 1 acre 3 roods and 11 perches.

At 1.30 P. M.

2. The land called Kaluthalawekumbura, situate at Kaleliya, Pallewela aforesaid, in extent 1 acre 3 roods and 12 perches.

For further particulars apply to Messrs. de Zoysa & Perera, Proctors, Negombo, or to me—

Negombo, February 12, 1917.

K. L. PEREIRA,
Auctioneer.

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

UNDER mortgage decree in case No. 11,690 of the District Court of Negombo, entered in favour of the plaintiff Kawanna Mana Kana Runa Narayanan Chetty of Negombo, against the defendants—(1) Kurukulasuriya Raphael Fernando, (2) Kurukulasuriya Francisco Sebastian Fernando, both of Munnakkara, and (3) Kurukulasuriya Teresia Fernando of Grand street, Negombo, for herself and as legal representative of the estate of the late K. S. Anthony Leitan 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 Monday, March 12, 1917, the under-mentioned properties, to wit :—

At 3 P. M.

1. The 2 contiguous portions of land called Suriyegahawatta, situate at Grand street, within the gravets of Negombo, in extent 28 yards in length and 15 yards in breadth, with the buildings standing thereon.

At 3.15 P. M.

2. The land called Suriyegahawatta, situate at Grand street aforesaid, in extent 12 yards in length from north to south, 4 yards in breadth from east to west, with the buildings standing thereon.

At 3.30 P. M.

3. The kitchen (dimensions of which are 3 yards on each side) standing on the land called Suriyegahawatta, situate at Grand street aforesaid, in extent about 10 perches.

At 3.45 P.M.

4. The land called Panjimaraththadithottam, situate at Grand street aforesaid, in extent 18 perches, with the buildings standing thereon.

At 4 P.M.

5. The land called Panjimaraththadithottam, situate at Grand street aforesaid, in extent 38/400 of a perch, with the plantations standing thereon.

At 4.30 P.M.

6. The half share of the land called Ambagahawatta, situate at Munnakkara, within the gravets of Negombo aforesaid, which said half share in extent 24½ cubits in breadth and 25 cubits in length, with the buildings standing thereon.

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

K. L. PEREIRA,
Auctioneer.

Negombo, February 12, 1917.

Auction Sale.

In the District Court of Galle.

P. de S. Samarakoon, Maha Vidane of
Ahangama Plaintiff.
No. 14,184. Vs.

(1) Uyanage Dona Cornelia Wiraratna Hamine,
wife of (2) Merenchige Baron de Silva, both of
Ahangama Defendants.

UNDER and by virtue of the decree and order in the above case, I shall sell by public auction the following property, declared bound and executable, for the recovery of the principal, interest, and costs of suit, as follows, viz. :—

On Wednesday, February 28, 1917, at 2 P.M., at the spot.

(a) An undivided ½ part of Meegahakumbura, in extent 1 amunam of paddy, situate at Udukawa, in the Weligam korale.

On Friday, March 2, 1917, at 3 P.M., at the spot.

(b) An undivided ¼ part of Koppera Badahelawatta and owita, together with the tiled house of 13 cubits standing thereon facing the north, and the building standing thereon held and possessed by the 1st defendant by virtue of a deed, exclusive of the portion acquired for the Railway; and containing in extent 1 acre and 15 perches, situate at Ahangama.

For further particulars please apply to G. E. Abeyewardena, Esq., Proctor, Galle, or to me—

D. G. RATNAPALA,
Auctioneer and Broker.

Arya Sinhalawansaya Office, Galle.

Auction Sale.

In the District Court of Galle.

Charles Peter de Silva of Moratuwa Plaintiff.
No. 13,803. Vs.

Mutuwahandi Etoris de Silva of Walagedara,
in Balapitiya, (2) Elaris de Silva Abeygoone-
wardena of Moragalla, in Kalutara totamune. Defendants.

UNDER and by virtue of the decree dated May 31, 1916, and order in the above case, I shall sell by public auction the following property, declared bound and executable, for the recovery of the principal, interest, and costs of suit on Saturday, March 10, 1917, at 1 P.M., at Mawatabodawatta alias Gederawatta at Walagedara.

(1) All that undivided 1/32 part of the soil and soil share trees of Mawatabodawatta alias Gederawatta, in extent about 1½ acres, situate at Walagedara, Balapitiya, together with the undivided 15/64 parts of the planter's share of the fruit trees of the 2nd plantation; and planter's share of the 3rd or the new plantation, and the 2 houses each of 13 cubits, tiled and whitewashed, wherein Etoris de Silva resides, and standing thereon.

2. All that undivided 1/12 part of the soil and the soil share trees of Ganag-addarawatta alias Kanattewatta alias Aratchigewatta, in extent about 5 acres, situate at ditto, together with the planter's share of the coconut trees of the 2nd plantation and the planter's ½ share of the 3rd cinnamon plantation.

3. All that undivided ¼ part of the soil and the soil share of the trees of Kahatagahawatta alias Galpottewatta, in extent about 1½ acres, situate at ditto, together with all the planter's share of the plantation thereof.

4. All that 1/14 part of the soil and soil share trees of Wellakoratuwatta, in extent about 2 roods, situate at ditto.

5. All that undivided 16/60 part of the soil and soil share trees of Pinadara-magawatta alias Gindawatta, about 1 acre in extent, situate at ditto.

For further particulars please apply to J. E. Perera, Esq., Proctor, Galle, or to me—

D. G. RATNAPALA,
Auctioneer and Broker.

Arya Sinhalawansaya Office, Galle.

Auction Sale.

UNDER mortgage decree in case No. 2,735 of the District Court of Ratnapura entered in favour of the plaintiff Kuruppu Achchig; Don John Sinno Appuharry of Ratnapura, against Kirillege Punchiappuharry and Karpaiage alias Dharmasena Patabendige Dona Gissa Hamine, both of Weralupe, and by virtue of the order of sale issued to me for the recovery of the sum of Rs. 983, with interest on Rs. 800 at 15 per cent. per annum from June 13, 1916, till date of decree and thereafter at 9 per cent. per annum on the whole amount of the decree till payment, and costs, I shall sell by public auction at the spot on Saturday, March 17, 1917, at 3 P.M., a undivided ¼ share of the land called Kiriollagewatta; bounded on the north by Budiliedda, east by Kossittawatta, south by Tibbotuwagawatta, and on the west by Hammasgahawatta and road; of the extent of about 8 seers of kurahan sowing, situate at Weralupe, and the whole of the tiled house standing thereon.

For further particulars apply to T. Wallooppillai, Esq., Proctor, Ratnapura.

T. WALLOOPPILLAI,
Ratnapura, February 13, 1917. Commissioner.

Revocation of Power of Attorney.

WE hereby give notice and revoke in today the power of attorney No. 13 dated January 2, 1916, in favour of Mr. D. S. D. S. Gunawardana, and attested by David de Silva, Notary Public, Ambalangoda.

KUMADAPPERUMA RALALAGE DON ROBERT
DE SILVA GUNAWARDANE.
KALUPAHANA JULIA DE SILVA.

January 31, 1917.

Application for Enrolment as a Proctor.

I, WILMOT BALASURIYA of Nupe, Matara, presently of "Penrhyn," Campbell Place, Colombo, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Penrhyn, Campbell Place,
Colombo, February 14, 1917.

W. BALASURIYA.

Application for Enrolment as a Proctor.

I, EDWIN REGINALD SAMARASEKERA presently of "Killarney," Dehiwala, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

February 14, 1917.

E. R. SAMARASEKERA.

Application for Enrolment as a Proctor.

I, TINTERUBALAGE DON CHARLES BERTUS of Paiyagala, do hereby give notice that, I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Paiyagala, February 15, 1917.

DON C. BERTUS.

Application for Enrolment as a Proctor.

I, SANMUGAM KATHIRAVALOO WIJAYARATNAM, of "Karainagar," Negombo, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief

Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

"Karainagar,"
Negombo, February 9, 1917.

S. K. WIJAYARATNAM.

Application for Enrolment as a Proctor.

I, HARRY EDMUND DE SILVA WIJENAYAKE of Mount Lavinia, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

February 14, 1917.

H. E. DE S. WIJENAYAKE.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1903."

THE following Specification has been accepted:—

No. 1,526 of January 15, 1917.

Robert Selmon Whiting & Arthur Stoughton Bloomfield.

"An improved spout for tapping caoutchouciferous plants or rubber bearing trees."

Abstract:—The inventors state:—

The object of this invention is to provide a spout which may be affixed to the tree with a minimum of penetration of the bark both in amount of metal inserted and in bark displaced and in which means are provided for preventing too deep penetration to injure the cambium.

We accomplish this object by providing a spout preferably of metal which is cut away to form projecting points (preferably 4) with a part or parts turned down or back to form a step or stops to prevent penetration beyond the same. These spouts are of curved, V-shape, or rectangular in section and inclined at their penetrating end according to the angle to the tree at which they are to be set.

The claims are:—

1. A spout for tapping caoutchouciferous or rubber bearing trees comprising a spout A having its inner end formed with projecting points A¹ A² and a step A³ for preventing too deep penetration.
2. A spout for tapping caoutchouciferous or rubber bearing trees curved rectangular or V-shape in section cut away to form projecting points for insertion into the tree for holding the same in place substantially as described.
3. A spout for tapping caoutchouciferous or rubber bearing trees formed of sheet metal cut away to form projecting points A¹ A² and A⁴ for insertion into the tree and bent round to a curved or semicircular shape a part or parts A² being left and turned down to form a step substantially as described and as shown in Figs. 1, 2, and 7 of the drawings.
4. A spout for tapping caoutchouciferous or rubber bearing trees formed of sheet metal cut away to form projecting points A¹ A² for insertion into the tree and bent to a V-shape parts A² being left and turned back to form stops substantially as described and as shown in Figs. 3, 4, and 5 of the drawings.
5. A spout for tapping caoutchouciferous or rubber bearing trees formed of sheet metal cut away to form projecting points A¹ A² for insertion into the tree and bent to a rectangular shape, parts A² being left and turned back to form stops substantially as described and as shown in Fig. 6 of the drawings.

One sheet of drawings.

E. HUMAN,
Registrar of Patents.

Ceylon Government Railway.—Comparative Statement of Traffic for the Month ended September 30, 1916.

Particulars of Goods conveyed.	Month ended September 30, 1915.	Month ended September 30, 1916.	Increase in 1916.	Decrease in 1916.	Nett Increase or Decrease from October 1, 1915, to September 30, 1916.	
					Increase in 1915-1916.	Decrease 1915-1916.
					Tons.	Tons.
Kerosine oil ..	394 ..	310 ..	— ..	84 ..	— ..	833 ..
Rubber ..	1,922 ..	2,241 ..	319 ..	— ..	3,804 ..	— ..
Rice ..	13,753 ..	17,313 ..	3,560 ..	— ..	23,770 ..	— ..
Tea ..	8,534 ..	8,607 ..	73 ..	— ..	— ..	1,806 ..
Cacao ..	66 ..	27 ..	— ..	39 ..	— ..	483 ..
Coconut produce ..	7,375 ..	7,616 ..	241 ..	— ..	1,051 ..	— ..
Fruit and vegetable ..	1,548 ..	2,204 ..	656 ..	— ..	3,612 ..	— ..
Tea and rubber packing ..	2,260 ..	1,648 ..	— ..	612 ..	— ..	3,082 ..
Plumbago ..	1,279 ..	2,259 ..	980 ..	— ..	12,320 ..	— ..
Bulk petroleum ..	594 ..	639 ..	45 ..	— ..	686 ..	— ..
Liquid fuel ..	1,179 ..	1,057 ..	— ..	122 ..	— ..	979 ..
Manure ..	10,412 ..	14,169 ..	3,757 ..	— ..	58,898 ..	— ..
Other goods ..	22,969 ..	25,044 ..	2,075 ..	— ..	47,984 ..	— ..
Railway material (open line) ..	9,445 ..	10,137 ..	692 ..	— ..	— ..	1,782 ..
Railway material (extensions) ..	860 ..	2,629 ..	1,769 ..	— ..	3,846 ..	— ..
Breakwater material ..	1,157 ..	2,051 ..	894 ..	— ..	585 ..	— ..
Foreign traffic ..	7,651 ..	10,875 ..	3,224 ..	— ..	19,501 ..	— ..
Total ..	91,398	108,826	18,285	857	176,057	8,965

Colombo, January 31, 1917.

G. P. GREENE,
General Manager.

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, January 12, 1917.

The Council met this day at 3 P.M., pursuant to notice dated January 5, 1917.

Present :—Mr. R. W. Byrde, Chairman; Mr. C. P. Dias; Mr. L. B. Fernando; the Hon. Mr. N. H. M. Abdul Cader; Mr. Arthur Alvis; Mr. H. L. de Mel; Mr. E. G. Jayewardene; Dr. E. V. Ratnam; Dr. W. P. Rodrigo; Mr. J. A. Perera; Mr. L. Villiers; Mr. F. R. Senanayake; the Hon. Dr. G. J. Rutherford; Mr. W. C. S. D'Almeida; Mr. W. A. Gave; and Mr. Harold Creasy.

1. The Minutes of the General Meeting of December 1, and of the Special Meeting of December 8, 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 December 1, and of the Special Meeting of December 8, 1916, be confirmed.

2. The Chairman read the following :—

There have been 32 further cases of human plague and 3 cases of rat plague recorded for the month of December, 1916, bringing the totals for the year up to 291 human and 62 rat cases. The corresponding totals for last year are 139 human and 66 rat cases, while in the preceding year there were 395 cases of human plague. Of the 32 human cases, 16 were septic and 16 bubonic in character. All proved fatal but 2 bubonic cases which are still in the Infectious Diseases Hospital.

With regard to the cases of plague in Symond's road, the Chairman read the following report from the Acting Medical Officer of Health :—

(1) The first case of plague reported was that of Sodalan, a Tamil cooly of No. 4¹¹, Symond's road. This man was removed to the General Hospital from No. 4¹¹, Symond's road, by two of his friends on November 24, 1916. The case was diagnosed as a case of bubonic plague at the General Hospital and the patient was transferred to the Infectious Diseases Hospital and the two contacts and the rickshaw cooly were sent to the camp. On November 25 the Medical Officer of the Infectious Diseases Hospital reported the case to Dr. Loos, who instructed the Ward Inspector, Mr. Melhuisen, to take the necessary steps. The Inspector found another contact of this case and sent him also to the camp.

(2) The infected house and all the other tenements in that block were disinfected and pesterined on the 25th. On making inquiries regarding cases of illness in the neighbourhood the Inspector was informed that a death had occurred at No. 18/20, Symond's road, on the 25th in the house of Mohideen Mastan. The Inspector made inquiries and was told by M. Mastan that his wife had died and that a certificate had been granted by Dr. Alvis for phthisis. The Inspector being satisfied took no further steps in this matter.

Pesterining and claytonizing were carried on in the infected area.

On the 26th, Mohideen Mastan's son, Cader Naina Mohamadu, died at 18/20, Symond's road, and the Inspector was informed that Dr. Lucian de Zilwa had attended on the case and had given a certificate for influenza and broncho pneumonia. The Inspector took no action in the matter.

(3) On the 29th morning during the house to house inspection one Jane Nona was found in tenement No. 4¹², Symond's road, in a dying state. She was in good health on the 28th. Her illness was only of a few hours' duration. In this case a *post-mortem* was held and bacteriological examination proved it to be a case of plague. This case occurred in a tenement that had been disinfected and pesterined.

Six contacts were removed to camp from tenement 4¹², Symond's road. As the whole block of tenements appeared or be very insanitary and dangerous to occupy, the tenants, numbering fifteen, were sent to the camp and the tenements were closed and sealed.

(4) On December 1, Martin Singho, father of Jane Nona of 4¹², Symond's road, developed plague at the camp and died at the Infectious Diseases Hospital on December 4, 1916.

On November 28, 1916, the article in the *Ceylonese* was brought to my notice, and I went down to the infected area in Symond's road on 29th morning and made inquiries. I was then informed of the two cases at Mastan's house. I made careful inquiries regarding the girl Beejambee, who was said to have been removed to Slave Island. Mastan and other people in his house denied all knowledge about the girl and asserted that nobody had been removed from his house to Slave Island.

During the course of my inquiries I also learnt that one Mohamedu Meedin, a boutique keeper of 4⁸, Symond's road, had died on November 17, 1916, after a few days' illness, and one Innasi, a cooly, had died at 4⁸, Symond's road, on the 19th, also after a few days' illness. I sent an Inspector to the Registrar of Deaths, Maradana, to ascertain the cause of death of these two persons, and was told that the deaths had been certified by the Registrar as due to asthma and epilepsy respectively. I ordered the Inspector to thoroughly disinfect the house of Mohideen Mastan and to keep all the occupants in the house under observation, as there was a suspicion in my mind that the two cases at his house might have been due to plague.

As there was reason to suspect plague, I decided to obtain an order for exhumation of the two bodies last buried, viz., the bodies of Casim Amma Beebee and of Cader Naina Mohamedu. Having obtained an order from the Police Magistrate on November 29 the two bodies referred to above were exhumed and a *post mortem* examination held by the Judicial Medical Officer. The bacteriological examination proved the two cases to be cases of plague. Some time later I obtained information that the girl Beejambee was removed to Slave Island on November 22 ill with fever. She died at No. 10, Ditch lane, Slave Island, on the 24th, and her death was certified as due to broncho pneumonia by Dr. Babapulle.

Mohideen Mastan and the other occupants of the house were not removed to camp, as the five days of incubation had practically expired on November 30. All the occupants of the house were, however, under observation.

After the funerals of Mastan's wife and son, his nephew, Abdul Ally, went to Hatton, it is said, ill with fever, with his parents, who had come down to Colombo to attend the funerals.

Abdul Ally died of plague at Hatton on December 2, 1916, and his mother, Hyathbee, and his father, Abdul Ahamat, also died of plague at the Infectious Diseases Hospital, Dikoya, on December 6, 1916, and December 13, 1916, respectively. On December 15, 1916, Sevagan, the cooly who assisted at the *post mortems* of the two last cases, also died of plague at the Infectious Disease Hospital, Dikoya.

From the bacteriological results of the two cases exhumed, and from the histories of the subsequent cases that occurred at Hatton, I come to the conclusion that the cases of Mohamedu Medin, Innasi, and Beejambee were also cases of plague.

Measures adopted.—From the day the first case was reported, i.e., November 25, the whole of the Symond's road area was carefully inspected house to house. The infected houses and a large number of other tenements in the near neighbourhood were pesterined and claytonized and rat holes filled up.

Tenements 4/4-4/14 were closed under Plague Regulations as they were unfit for habitation.

The following motion stood in the name of Mr. E. G. Jayewardene :—

3. Mr. E. G. Jayewardene to move :—

That I shall invite the Chairman's attention to the prevalence of plague at Symond's road and move for a statement of the number of cases of plague which have occurred in that locality since the beginning of October, 1916, up to date, and also a statement of the measures adopted in that locality for the suppression of the outbreak.

Mr. E. G. Jayewardene withdrew his motion in view of the very full and satisfactory statement made by the Chairman, and added that though he was personally aware that all necessary action had been promptly taken by the Chairman and the Acting Medical Officer of Health, he had given notice of his motion merely with a view to eliciting a public statement detailing the action taken for the benefit of his constituents and the public.

Mr. C. P. Dias moved that the Council do go into Committee to consider items Nos. 5 to 10, inclusive, on the agenda, with the special sanction of Council to consider item No. 10, of which no previous notice had been given. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

5-7. The following extracts from the Standing Committees named were laid before the Council in Committee :—

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

- (8) To consider a letter from Messrs. George Steuart & Co., re license for a copra store.—Resolved that Messrs. George Steuart & Co. be informed that in the opinion of the Finance Committee they are liable for the payment of the fee for a copra store.

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

- (5) To consider a letter from Messrs. George Steuart & Co., re license for a copra store.—It is considered that Messrs. George Steuart & Co. should take out a license for their copra store.

With regard to above items, Mr. J. A. Perera, Dr. W. P. Rodrigo, and Mr. T. L. Villiers spoke against the resolutions of the Standing Committees. Mr. F. R. Senanayake and Mr. E. G. Jayewardene supported the resolutions.

The Chairman dealt with the history of the by-law regulating the license, and stated that the by-law had been unanimously adopted by the Council after careful consideration of the Standing Committees and of the Council.

Mr. L. B. Fernando moved that the recommendations of the Standing Committees be adopted. Mr. E. G. Jayewardene seconded.—Carried.

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. 30B, 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.

Resolution of Council of December 1, 1916.

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.

With regard to the above item, the Chairman detailed the facts concerning the application and relating to the various holders and applicants for this meat stall and other stalls in the immediate neighbourhood.

Dr. W. P. Rodrigo moved that the objection of the Standing Committee be upheld and that the license should not be granted. Mr. C. P. Dias seconded.—Carried.

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 Gallo 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.

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

- (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.
- (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.

Resolutions of Council of December 1, 1916.

With regard to item No. 2 above of the Standing Committee on Municipal Works (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 above of the Standing Committee on Municipal Works (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. 2 of the Standing Committee on Municipal Works of November 24, 1916 (corresponding to item No. 10 of the extracts from the Minutes of the Standing Committee on Finance of November 24, 1916), the Chairman moved that the recommendation of the Standing Committees be adopted. Dr. W. P. Rodrigo seconded.—Carried.

With regard to item No. 5 of the Standing Committee on Municipal Works of November 24, 1916 (corresponding to item No. 16 of the extracts from the Minutes of the Standing Committee on Finance of November 24, 1916), the Chairman moved that the recommendation of Standing Committees be adopted. Mr. Arthur Alvis seconded.—Carried.

8. To sanction the entering into a contract with the Standard Oil Company of New York, Colombo, for the supply of 4,000 gallons of petrol for the year 1917 at Rs. 1' 60 per gallon.

Mr. Arthur Alvis moved that the contract be sanctioned. Dr. W. P. Rodrigo seconded.

Mr. T. L. Villiers moved as an amendment, that the petrol be used for a month and that the matter of the contract be considered after that period. Mr. H. L. de Mel seconded. The amendment was put to the Meeting and declared carried.

9. To consider an offer from the Asiatic Petroleum Co., Ltd., for the supply of liquid fuel on a contract for five years at 19 cents per gallon "naked" *ex-store*, Colombo.

Mr. T. L. Villiers raised a question with regard to the terms and conditions of the contract.

Dr. W. P. Rodrigo moved that the offer be accepted. Mr. E. G. Jayewardene seconded.—Carried.

10. To sanction the purchase of best quality Burma teak at Rs. 6.50 per cubic foot up to the amount of Rs. 10,000 from Messrs. Walker, Sons, & Co., Ltd.

The Hon. Dr. G. J. Rutherford moved that the purchase be sanctioned. Mr. W. A. Cave seconded.

Dr. W. P. Rodrigo moved as an amendment, that the matter be referred to the Standing Committees on Works and Finance. Mr. C. P. Dias seconded.

After further discussion Dr. W. P. Rodrigo withdrew his amendment, and the motion was put to the Meeting and 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. Arthur Alvis seconded.—Carried.

11. To elect Members to form the four Standing Committees for 1917, in terms of section 94 of Ordinance No. 6 of 1910.

The Council proceeded to elect the Members for the four Standing Committees, voting by ballot. The result of the ballot was declared by the Chairman as follows:—

(1) The Standing Committee on Law and General Subjects.—Mr. L. B. Fernando, the Hon. Mr. N. H. M. Abdul Cader, and Mr. J. A. Perera.

(2) The Standing Committee on Sanitation and Markets.—Dr. E. V. Ratnam, Dr. W. P. Rodrigo, and Mr. F. R. Senanayake.

(3) The Standing Committee on Finance.—Mr. Arthur Alvis, Mr. H. L. de Mel, and Mr. T. L. Villiers.

(4) The Standing Committee on Municipal Works.—Mr. C. P. Dias, Mr. Arthur Alvis, and Mr. Harold Creasy.

12. To re-appoint the following Special Committees:—

(1) Special Committee on Drainage Works.

(2) Special Committee—

(a) To formulate a scheme for reducing the cost of establishment without impairing the efficiency.

(b) To inquire into the present rates of pay of all Municipal Officers with a view to ascertain the adequacy or otherwise of such pay.

(c) To frame rules and regulations governing the appointment, duties, salaries, and promotions of all Municipal Officers.

(d) Generally, to make such recommendations in regard to the working of the various Departments as will ensure greater efficiency, coupled with a reduction in the cost.

(3) Special Committee to consider the report of the Municipal Commission and letter No. 43 of March 27, 1915, from the Hon. the Colonial Secretary.

(4) Special Committee to prepare a scheme for the liquidation of the charge upon the Municipal revenue for providing compensation for the damage caused in the late riots under section 32 of Ordinance No. 23 of 1915, entitled "An Ordinance to provide Compensation for Losses by Riots."

The Chairman having read out the names of the members who had served during 1916, moved that the above Special Committees be re-appointed, with Mr. Harold Creasy in place of Mr. Geo. Waddell. Mr. C. P. Dias seconded.—Carried.

Mr. T. L. Villiers expressed his inability to serve on the Establishment Committee.

The Chairman moved that Mr. F. R. Senanayake be appointed in place of Mr. T. L. Villiers to serve on the Establishment Committee. Mr. Arthur Alvis seconded.—Carried.

The following were accordingly elected members of the Special Committees named:—

(1) Special Committee on Drainage Works.—Mr. C. P. Dias, Mr. Arthur Alvis, Mr. E. G. Jayewardene, Dr. W. P. Rodrigo, Mr. J. A. Perera, the Hon. Dr. G. J. Rutherford, Mr. Harold Creasy.

(2) Special Committee *re* Establishment.—Mr. C. P. Dias, Mr. Arthur Alvis, Mr. H. L. de Mel, Mr. E. G. Jayewardene, Dr. W. P. Rodrigo, Mr. J. A. Perera, Mr. F. R. Senanayake, Mr. W. C. S. Ingles, Mr. Harold Creasy.

(3) Municipal Commission Committee.—Mr. C. P. Dias, 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. W. C. S. Ingles, Mr. Harold Creasy.

(4) Riot Ordinance Committee.—The Hon. Mr. N. H. M. Abdul Cader, Mr. Arthur Alvis, Mr. H. L. de Mel, Dr. E. V. Ratnam, Mr. J. A. Perera, Mr. T. L. Villiers, Mr. F. R. Senanayake, the Hon. Dr. G. J. Rutherford.

13. 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. C. P. Dias seconded.—Carried.

Mr. C. P. Dias moved that the following items on the agenda, viz., Nos. 14 to 23, be adopted. Mr. Arthur Alvis seconded.—Carried.

14. To sanction excess leave of a further 1 day over 2 months and 20 days full-pay leave and 3 months and 10 days commuted half-pay leave granted to Mr. A. Raffel, Clerk, City Sanitation Department.

15. To sanction excess leave of 14 days over 42 days granted to Mr. J. Ludekens, Assistant Storekeeper, Finance Department, owing to ill-health.

16. To sanction excess leave of 15 days over 42 days granted to D. W. Sumanasekera, Peon, Finance Department, owing to ill-health.

17. To sanction excess leave of 35 days over 42 days granted to B. A. Perera, Hall Porter, owing to ill-health.

18. To sanction excess leave of 4 days over 42 days granted to Mr. J. V. Mendis, Clerk, Works Department, owing to ill-health.

19. To sanction excess leave of 54 days over 42 days granted to T. A. Akbar, Overseer, Works Department, owing to ill-health.

20. To sanction excess leave of 5 days over 42 days granted to Mrs. R. Balmond, Lady Inspector, Public Health Department, owing to ill-health.

21. To sanction excess leave of 15 days over 42 days granted to M. P. Muruger, Midwife, Public Health Department, owing to ill-health.

22. To sanction excess leave of 1 day over 42 days granted to Dr. D. W. Perera, Medical Officer, Slave Island Dispensary.

23. To sanction excess leave of 8 days over 42 days granted to Mr. W. D. Serasinghe, Sanitary Inspector, Public Health Department, owing to ill-health.

The following documents were laid on the table :—

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

25. The Progress Report No. 70 of the City Sanitation Engineer for December, 1916.

26. The Report of the Resident Engineer, Colombo Drainage Works, for November, 1916.

27. Statement of Receipts and Disbursements from January 1, 1916, to November 30, 1916, together with a statement of No. 2 account (riot) up to November 30, 1916, and progress reports showing expenditure up to November 30, 1916.

Return of Committees of the Municipal Council for 1916.

Proceedings of Committees.

C. L. I. Band Programme for February, 1917.

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

The Works Engineer's report for November, 1916, on the condition of Tramway routes.

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

Diaries of the following officers for the month of December, 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.

Confirmed on February 2, 1917 :

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

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

Riot Account.—Statement of Receipts and Disbursements up to December 31, 1916.

Head of Revenue.	Receipts up to December 31, 1916.		Head of Expenditure.	Expenditure up to December 31, 1916.	
	Rs.	c.		Rs.	c.
Advance by Government ..	850,000	0	Repaid to Government ..	450,000	0
Subscriptions from Sinhalese gentlemen ..	52,565	0	Refund to Sinhalese gentlemen ..	51,765	0
Fines ..	10,000	0	Awards account ..	919,082	8
Riot Compensation :—			Office expenses, &c. ..	2,180	42
Commutation tax ..	361,949	30	Commission on commutation tax ..	6,978	34
Assessment tax ..	190,611	89	Commission on assessment tax ..	—	—
Bank interest ..	1,142	8	Interest to Government ..	20,829	29
Miscellaneous receipts ..	1,179	92			
	1,467,448	19	Advance Account ..	1,450,835	13
Deposit Account ..	194	31	Suspense Account ..	1,000	0
			Cash :—		
			(a) At bank, Rs. 15,755·89		
			(b) In hand, Rs. —		
				15,755	89
	1,467,642	50		1,467,642	50

C. M. YOUNG,
Financial Assistant to the Chairman,
Municipal Council, Colombo.

January 25, 1917.

Riot Account.—Balance Sheet, December 31, 1916.

Assets.		Liabilities.			
Rs.	c.	Rs.	c.		
Advance Account ..	1,000	0	Ceylon Government :—		
Suspense Account ..	51	48	Capital ..	400,000	0
Cash at Bank ..	15,755	89	Interest ..	25,419	35
Deficit to be recovered from rates and taxes of 1917 ..	414,626	73		425,419	35
			Sinhalese gentlemen ..	800	0
			Awards unpaid ..	5,214	75
Total ..	431,434	10	Total ..	431,434	10

C. M. YOUNG,
Financial Assistant to the Chairman,
Municipal Council, Colombo.

January 25, 1917.

Summary of Receipts and Disbursements from January 1, 1916, to December 31, 1916.

Head of Revenue	Amount.		Head of Expenditure.	Amount.	
	Rs.	c.		Rs.	c.
A.—Taxes	270,297	40	A.—Non-effective charges ..	952,665	64
B.—Licenses	199,679	64	B.—Chairman	18,000	0
C.—Judicial fines	59,481	99	C.—Secretariat	45,124	81
D.—Tolls	148,650	14	D.—Finance Department ..	165,219	66
E.—Markets	76,535	65	E.—Veterinary Department ..	126,600	33
F.—Slaughter-house	55,504	21	F.—Municipal Court	14,608	55
G.—Public Health Department ..	18,136	16	G.—Fire Brigade Ambulances ..	42,786	23
H.—Cattle Mart and Quarantine Station ..	35,055	87	H.—Public Health Department ..	185,343	25
I.—Consolidated rate	1,970,174	51	I.—Works Department	1,240,559	64
J.—Water	540,213	59	K.—Waterworks Department ..	459,411	6
K.—Rents	33,104	13	L.—Assessing Department ..	25,405	73
L.—Miscellaneous	130,761	61	M.—Sanitation Department ..	185,179	32
				3,460,904	22
			Excess of receipts over expenditure ..	76,730	68
Total ..	3,537,634	90	Total ..	3,537,634	90

C. M. YOUNG,

Financial Assistant to the Chairman,
Municipal Council, Colombo.

January 25, 1917.

Balance Sheet, December 31, 1916.

Sundry Liabilities.		Rs.	c.	Rs.	c.
1. Deposits:—					
(a) General ..	..	26,576	96		
(b) Security ..	..	24,359	32		
(c) Waterworks ..	..	3,149	30		
(d) Miscellaneous ..	..	11,472	77		
(e) Latrines and house connections:—					
Loan ..	Rs. 360,841	61			
Expenditure ..	Rs. 359,010	23			
		1,831	38		
				67,389	73
2. Excess of Assets over Liabilities:—					
(a) Balance at credit on December 31, 1915 ..	..	389,288	92		
(b) Excess of receipts over expenditure up to December 31, 1916 ..	..	76,730	68		
		466,019	60		
Total ..		533,409	33		

Sundry Assets.		Rs.	c.	Rs.	c.
1. Advance Accounts:—					
(a) Purchase of stores ..	..	71,812	84		
(b) Purchase of stores, Waterworks ..	..	252,039	12		
(c) Miscellaneous ..	..	16,174	16		
		340,026	12		
2. Suspense Account ..	..	—	—	997	2
3. Cash:—					
(a) At Bank on Current Account ..	..	192,386	19		
(b) On Fixed Deposit Account ..	..	—	—	
(c) In hand ..	..	—	—	
		192,386	19		
Total ..		533,409	33		

C. M. YOUNG,

Financial Assistant to the Chairman,
Municipal Council, Colombo.

January 25, 1917.

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 rate and costs be duly paid.

C. M. YOUNG,

Financial Assistant to the Chairman,
Municipal Council.The Municipal Office,
Colombo, February 6, 1917.

SCHEDULE.

Date of Sale : Monday, March 12, 1917.

Premises No.	Quarter and Year.	Time of Sale.
39/40	.. 2nd quarter, 1916	.. 7 A.M.

Premises No.	Quarter and Year.	Time of Sale.
45/132	.. 3rd quarter, 1914, to 2nd quarter, 1916	.. 7. 5 A.M.
114/45	.. 4th quarter, 1915, to 2nd quarter, 1916	.. 7. 10 A.M.
201/61	.. 1st and 2nd quarters, 1916	.. 7. 15 A.M.
202/62	.. Do.	.. 7. 20 "
221. 86/87	.. Do.	.. 7. 25 "
354. 4A	.. 1st and 2nd quarters, 1916	.. 7. 30 A.M.
355. 4A	.. Do.	.. 7. 35 "
441/445. 11/15	.. 1st and 2nd quarters, 1916	.. 7. 40 A.M.
468. 93	.. 1st and 2nd quarters, 1916	.. 7. 45 A.M.
467. 92	.. 3rd quarter, 1915, to 2nd quarter, 1916	.. 7. 50 "
474. 87	.. 1st quarter, 1914, to 2nd quarter, 1916	.. 7. 55 "
591. 91	.. 1st and 2nd quarters, 1916	.. 8 A.M.
610. 74	.. 2nd quarter, 1916	.. 8. 5 "
611. 73	.. Do.	.. 8. 10 "

Premises-No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
<i>Messenger street.</i>			<i>Messenger street.</i>		
623.108	.. 1st and 2nd quarters, 1916	.. 8.15 A.M.	1243.50	.. 2nd quarter, 1916	.. 7.35 A.M.
653.84	.. Do.	.. 8.20 "	1244.47	.. Do.	.. 7.40 "
683.62	.. Do.	.. 8.25 "	1245.49p	.. Do.	.. 7.45 "
702.41	.. Do.	.. 8.30 "	1246.53B	.. Do.	.. 7.50 "
707.36	.. Do.	.. 8.35 "	1247.53A	.. 1st and 2nd quarters, 1916	.. 7.55 "
721.22	.. Do.	.. 8.40 "	1250.46A	.. 2nd quarter, 1916	.. 8 "
<i>Armour street.</i>			<i>Armour street.</i>		
802/804.49/50	.. 2nd quarter, 1915, to 2nd quarter, 1916	.. 8.45 A.M.	1263.42A	.. Do.	.. 8.5 "
<i>Grandpass road.</i>			<i>Grandpass road.</i>		
901.27	.. 1st and 2nd quarters, 1916	.. 8.50 A.M.	1269.39A	.. Do.	.. 8.10 "
1030A.123	.. Do.	.. 8.55 "	1270.39	.. Do.	.. 8.15 "
1035.105	.. Do.	.. 9 "	1273.35	.. 3rd quarter, 1915, to 2nd quarter, 1916	.. 8.20 "
1038.104A	.. Do.	.. 9.5 "	1274.34	.. 4th quarter, 1915, to 2nd quarter, 1916	.. 8.25 "
<i>Galkapanaivatta.</i>			<i>Galkapanaivatta.</i>		
1063.94	.. 1st and 2nd quarters, 1916	.. 9.10 A.M.	1276.32	.. 1st and 2nd quarters, 1916	.. 8.30 "
1085.77	.. Do.	.. 9.15 "	1275.33	.. 2nd quarter, 1916	.. 8.35 "
1096.65	.. Do.	.. 9.20 "	1277.31	.. 1st and 2nd quarters, 1916	.. 8.40 "
Date of Sale : Tuesday, March 13, 1917.			Date of Sale : Tuesday, March 13, 1917.		
<i>Dematagoda.</i>			<i>Dematagoda.</i>		
1131.104	.. 2nd quarter, 1916	.. 7 A.M.	1282.26	.. 2nd quarter, 1916	.. 8.45 "
1135/1136.100	.. 1st and 2nd quarters, 1916	.. 7.5 "	1291.21A	.. Do.	.. 8.50 "
1137/1138.99	.. Do.	.. 7.10 "	1292.21	.. 3rd quarter, 1915, to 2nd quarter, 1916	.. 8.55 "
1152.92	.. Do.	.. 7.15 "	1293.21C	.. 1st and 2nd quarters, 1916	.. 9 "
1153/1154.91	.. 3rd quarter, 1915, to 2nd quarter, 1916	.. 7.20 "	1295.21D	.. 2nd quarter, 1916	.. 9.5 "
1161.90F	.. 1st and 2nd quarters, 1916	.. 7.25 "	1296.16	.. 1st and 2nd quarters, 1916	.. 9.10 "
1163.90I	.. 2nd quarter, 1916	.. 7.30 "	1298.14	.. Do.	.. 9.15 "
1164.90E	.. 1st and 2nd quarters, 1916	.. 7.35 "	1307.5A	.. Do.	.. 9.20 "
1165.90G	.. Do.	.. 7.40 "	1311.2A	.. Do.	.. 9.25 "
1165A.90B	.. Do.	.. 7.45 "	1313.2	.. 3rd quarter, 1915, to 2nd quarter, 1916	.. 9.30 "
1166.90H	.. Do.	.. 7.50 "	<i>2nd Division, Maradana.</i>		
1167.90N	.. 2nd quarter, 1916	.. 7.55 "	1317/1318.185	.. 4th quarter, 1915, to 2nd quarter, 1916	.. 9.35 A.M.
1169.90	.. 1st and 2nd quarters, 1916	.. 8 "	1321/1323.182	.. 2nd quarter, 1915, to 2nd quarter, 1916	.. 9.40 "
1171.89	.. 4th quarter, 1915, to 2nd quarter, 1916	.. 8.5 "	1325.179	.. 3rd quarter, 1915, to 2nd quarter, 1916	.. 9.45 "
1172.89	.. Do.	.. 8.10 "	1326.178	.. 2nd quarter, 1916	.. 9.50 "
1181.86	.. 3rd quarter, 1915, to 2nd quarter, 1916	.. 8.15 "	1327.177	.. Do.	.. 9.55 "
1185.83A	.. Do.	.. 8.20 "	1330.174	.. Do.	.. 10 "
1188.81A	.. 2nd quarter, 1916	.. 8.25 "	Date of Sale : Thursday, March 15, 1917.		
1189.81	.. 1st and 2nd quarters, 1916	.. 8.30 "	<i>2nd Division, Maradana.</i>		
1189A.81	.. 2nd quarter, 1916	.. 8.35 "	1344.166	.. 1st quarter, 1915, to 2nd quarter, 1916	.. 7 A.M.
1191.72A	.. 1st and 2nd quarters, 1916	.. 8.40 "	1345.166A	.. Do.	.. 7.5 "
1192/1193.79	.. Do.	.. 8.45 "	1346.165A	.. 1st and 2nd quarters, 1916	.. 7.10 "
1196.77A	.. 3rd quarter, 1915, to 2nd quarter, 1916	.. 8.50 "	1347.165	.. Do.	.. 7.15 "
1197.77	.. 1st and 2nd quarters, 1916	.. 8.55 "	1348.164	.. 2nd quarter, 1916	.. 7.20 "
1198.76B	.. Do.	.. 9 "	<i>Maligakanda.</i>		
1200.76	.. 2nd quarter, 1914, to 2nd quarter, 1916	.. 9.5 "	1353.1A	.. 1st and 2nd quarters, 1916	.. 7.25 A.M.
1205.72	.. 3rd quarter, 1915, to 2nd quarter, 1916	.. 9.10 "	<i>2nd Division, Maradana.</i>		
1207.67	.. 2nd quarter, 1916	.. 9.15 "	1351A/1352A.164A	.. 1st and 2nd quarters, 1916	.. 7.30 A.M.
1218.66	.. Do.	.. 9.20 "	1348A/1352	.. Do.	.. 7.35 "
1219.65	.. Do.	.. 9.25 "	<i>Maligakanda.</i>		
1220.64	.. 1st and 2nd quarters, 1916	.. 9.30 "	1355.2	.. 1st and 2nd quarters, 1916	.. 7.40 A.M.
1221.63	.. Do.	.. 9.35 "	1356.3	.. 2nd quarter, 1916	.. 7.45 "
1221A.63A	.. 1st quarter, 1915, to 2nd quarter, 1916	.. 9.40 "	1369.6	.. Do.	.. 7.50 "
1224.59	.. 4th quarter, 1915, to 2nd quarter, 1916	.. 9.45 "	1370.7	.. Do.	.. 7.55 "
1224A.59	.. 3rd quarter, 1915, to 2nd quarter, 1916	.. 9.50 "	1371.9	.. 1st and 2nd quarters, 1916	.. 8 "
1225.59A	.. Do.	.. 9.55 "	1372.10	.. Do.	.. 8.5 "
1226.60A	.. 2nd quarter, 1916	.. 10 "	1373.11	.. 2nd quarter, 1916	.. 8.10 "
Date of Sale : Wednesday, March 14, 1917.			Date of Sale : Wednesday, March 14, 1917.		
<i>Dematagoda.</i>			<i>Dematagoda.</i>		
1209.70	.. 2nd quarter, 1915, to 2nd quarter, 1916	.. 7 A.M.	1381.14B	.. 1st and 2nd quarters, 1916	.. 8.15 "
1227.68	.. 2nd quarter, 1916	.. 7.5 "	1382.14C	.. Do.	.. 8.20 "
1228.58	.. 1st and 2nd quarters, 1916	.. 7.10 "	1415.21D	.. 4th quarter, 1915, to 2nd quarter, 1916	.. 8.25 "
1237.49A	.. Do.	.. 7.15 "	1416/1418.22	.. 2nd quarter, 1916	.. 8.30 "
1239.49C	.. Do.	.. 7.20 "	1418A.22A	.. Do.	.. 8.35 "
1241.49E	.. Do.	.. 7.25 "	1420.33D	.. 1st and 2nd quarters, 1916	.. 8.40 "
1242.50A	.. Do.	.. 7.30 "	1421.33D	.. Do.	.. 8.45 "
Date of Sale : Thursday, March 15, 1917.			Date of Sale : Thursday, March 15, 1917.		
<i>Dematagoda.</i>			<i>Dematagoda.</i>		
1209.70	.. 2nd quarter, 1915, to 2nd quarter, 1916	.. 7 A.M.	1422.33D	.. Do.	.. 8.50 "
1227.68	.. 2nd quarter, 1916	.. 7.5 "	1423.33	.. Do.	.. 8.55 "
1228.58	.. 1st and 2nd quarters, 1916	.. 7.10 "	1429/1433.23/24	.. Do.	.. 9 "
1237.49A	.. Do.	.. 7.15 "	1434.25	.. Do.	.. 9.5 "
1239.49C	.. Do.	.. 7.20 "	1436.26	.. Do.	.. 9.10 "
1241.49E	.. Do.	.. 7.25 "	<i>2nd Division, Maradana.</i>		
1242.50A	.. Do.	.. 7.30 "	1446.157	.. 1st and 2nd quarters, 1916	.. 9.15 A.M.
Date of Sale : Thursday, March 15, 1917.			Date of Sale : Thursday, March 15, 1917.		
<i>Dematagoda.</i>			<i>Dematagoda.</i>		
1209.70	.. 2nd quarter, 1915, to 2nd quarter, 1916	.. 7 A.M.	1447.156	.. 2nd quarter, 1916	.. 9.20 "
1227.68	.. 2nd quarter, 1916	.. 7.5 "	1449/1450.154	.. 1st and 2nd quarters, 1916	.. 9.25 "
1228.58	.. 1st and 2nd quarters, 1916	.. 7.10 "	1459.149c	.. 4th quarter, 1915, to 2nd quarter, 1916	.. 9.30 "
1237.49A	.. Do.	.. 7.15 "	Date of Sale : Thursday, March 15, 1917.		
1239.49C	.. Do.	.. 7.20 "	<i>2nd Division, Maradana.</i>		
1241.49E	.. Do.	.. 7.25 "	1446.157	.. 1st and 2nd quarters, 1916	.. 9.15 A.M.
1242.50A	.. Do.	.. 7.30 "	1447.156	.. 2nd quarter, 1916	.. 9.20 "

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
1461A.149	1st quarter, 1915, to 2nd quarter, 1916	9.35 A.M.	1619.4	2nd quarter, 1916	7.30 A.M.
1462.149B	2nd quarter, 1916	9.40 "	1621.6	1st and 2nd quarters, 1916	7.35 "
<i>Maligakanda.</i>			1624.8	2nd quarter, 1916	7.40 "
1464.32B	3rd quarter, 1915, to 2nd quarter, 1916	9.45 A.M.	1625.9	1st and 2nd quarters, 1916	7.45 "
1469.31c	1st and 2nd quarters, 1916	9.50 "	1626.10	Do.	7.50 "
<i>2nd Division, Maradana.</i>			<i>Dematagoda.</i>		
1476.147	1st and 2nd quarters, 1916	9.55 A.M.	1643A.119	3rd quarter, 1915, to 2nd quarter, 1916	7.55 A.M.
<i>Maligakanda.</i>			<i>Temple road.</i>		
1485A.62	1st and 2nd quarters, 1916	10 A.M.	1644/1646.36	1st and 2nd quarters, 1916	8 A.M.
Date of Sale: Friday, March 16, 1917.			1655.25D	Do.	8.5 "
<i>Maligakanda.</i>			1656/1657.25	Do.	8.10 "
1488c.60	1st and 2nd quarters, 1916	7 A.M.	1658.26	Do.	8.15 "
1489.61A	2nd quarter, 1916	7.5 "	1670.20A	Do.	8.20 "
1491.61B	1st and 2nd quarters, 1916	7.10 "	1671.20	Do.	8.25 "
1494A.34B	2nd quarter, 1916	7.15 "	1673/1675.19A	2nd quarter, 1916	8.30 "
1497.33A	Do.	7.20 "	1688.14	4th quarter, 1915, to 2nd quarter, 1916	8.35 "
1505.46	3rd quarter, 1915, to 2nd quarter, 1916	7.25 "	1690.14	Do.	8.40 "
1508.37	1st and 2nd quarters, 1916	7.30 "	1691.14c	Do.	8.45 "
1509.37A	Do.	7.35 "	1690A.14	1st and 2nd quarters, 1916	8.50 "
1510.36A	Do.	7.40 "	1690B.14	3rd quarter, 1915, to 2nd quarter, 1916	8.55 "
1512.36	Do.	7.45 "	1696.68A	1st and 2nd quarters, 1916	9 "
1513.35	Do.	7.50 "	1697.68c	Do.	9.5 "
1515/1516.59	Do.	7.55 "	1697A.68c	1st quarter, 1914, to 2nd quarter, 1916	9.10 "
1518.59c	3rd quarter, 1915, to 2nd quarter, 1916	8 "	1705.1	2nd quarter, 1916	9.15 "
1519.59B	1st and 2nd quarters, 1916	8.5 "	1706.1	4th quarter, 1915, to 2nd quarter, 1916	9.20 "
1520.55	2nd quarter, 1916	8.10 "	1707A.73	Do.	9.25 "
<i>2nd Division, Maradana.</i>			1709.55	2nd quarter, 1916	9.30 "
1538.139A	3rd quarter, 1915, to 2nd quarter, 1916	8.15 A.M.	1712.54	2nd quarter, 1915, to 2nd quarter, 1916	9.35 "
1546.137	Do.	8.20 "	1715.56	1st and 2nd quarters, 1916	9.40 "
1547.137A	Do.	8.25 "	1716.47K	Do.	9.45 "
<i>Maligakanda.</i>			1718.47N	Do.	9.50 "
1549.54A	4th quarter, 1914, to 2nd quarter, 1916	8.30 A.M.	1719.47T	Do.	9.55 "
1550.54A	3rd quarter, 1914, to 2nd quarter, 1916	8.35 "	1721.45G	Do.	10 "
1553.53c	Do.	8.40 "	Date of Sale: Monday, March 19, 1917.		
1555.40	1st and 2nd quarters, 1916	8.45 "	<i>Temple road.</i>		
1556.39	Do.	8.50 "	1724.45J	1st and 2nd quarters, 1916	7 A.M.
1556A.39	4th quarter, 1914, to 2nd quarter, 1916	8.55 "	1729.43B	Do.	7.5 "
1558.50	1st and 2nd quarters, 1916	9 "	1730/1730A.44A	3rd quarter, 1915, to 2nd quarter, 1916	7.10 "
1562.48	2nd quarter, 1916	9.5 "	1731.44B	Do.	7.15 "
1563.48A	4th quarter, 1915, to 2nd quarter, 1916	9.10 "	1732.44A	4th quarter, 1915, to 2nd quarter, 1916	7.20 "
1565.46c	2nd quarter, 1916	9.15 "	1733/1735.44A	2nd quarter, 1916	7.25 "
1566.46A	Do.	9.20 "	1739.43E	1st quarter, 1915, to 2nd quarter, 1916	7.30 "
1569.42	Do.	9.25 "	1740.43E	1st and 2nd quarters, 1916	7.35 "
1570.42	Do.	9.30 "	1742.43E	4th quarter, 1915, to 2nd quarter, 1916	7.40 "
1570A.42A	Do.	9.35 "	1745.43c	3rd quarter, 1915, to 2nd quarter, 1916	7.45 "
1571.42A	Do.	9.40 "	1746.43A	1st and 2nd quarters, 1916	7.50 "
1572.43	Do.	9.45 "	1753.45A/1	2nd quarter, 1916	7.55 "
1573.43A	Do.	9.50 "	1759.46A	4th quarter, 1915, to 2nd quarter, 1916	8 "
<i>2nd Division, Maradana.</i>			1762.47G	2nd quarter, 1916	8.5 "
1598.139	1st and 2nd quarters, 1916	9.55 A.M.	1763.47E	Do.	8.10 "
1605.119B	3rd quarter, 1915, to 2nd quarter, 1916	10 "	1766.47B	4th quarter, 1915, to 2nd quarter, 1916	8.15 "
Date of Sale: Saturday, March 17, 1917.			1767.47A	3rd quarter, 1915, to 2nd quarter, 1916	8.20 "
<i>2nd Division, Maradana.</i>			1768/1769.47D	1st and 2nd quarters, 1916	8.25 "
1611.127	1st and 2nd quarters, 1913, and 3rd quarter, 1915, to 2nd quarter, 1916	7 A.M.	1770A.47D	2nd quarter, 1916	8.30 "
<i>Temple road.</i>			1771.47F	1st quarter, 1915, to 2nd quarter, 1916	8.35 "
1614.3	4th quarter, 1915, to 2nd quarter, 1916	7.5 A.M.	1779A.51(3)	1st and 2nd quarters, 1916	8.40 "
1615.3A	1st and 2nd quarters, 1916	7.10 "	1780.51(4)	Do.	8.45 "
1616.1	4th quarter, 1915, to 2nd quarter, 1916	7.15 "	1781A.52(1)	Do.	8.50 "
1617.1A	3rd quarter, 1915, to 2nd quarter, 1916	7.20 "	1782.52(2.2A)	Do.	8.55 "
1618.3	4th quarter, 1915, to 2nd quarter, 1916	7.25 "	1794.79	Do.	9 "
			1795.82	Do.	9.5 "
			1796.82A	Do.	9.10 "
			1801.85	Do.	9.15 "
			1808.81	Do.	9.20 "

Premises No.	Quarter and Year.	Time of Sale.
2653.1	.. 2nd quarter, 1916	.. 9.25 A.M.
2654.1	.. Do.	.. 9.30 "
2655.1	.. Do.	.. 9.35 "
2656/2657.1	.. Do.	.. 9.40 "
2658.1	.. Do.	.. 9.45 "
2659.1	.. Do.	.. 9.50 "
2660.1	.. Do.	.. 9.55 "
2661.4	.. Do.	.. 10 "

Date of Sale : Tuesday, March 20, 1917.

<i>Jail road.</i>		
Premises No.	Quarter and Year.	Time of Sale.
2662.3	.. 2nd quarter, 1916	.. 7 A.M.
2663.2	.. Do.	.. 7.5 "
2664.2	.. Do.	.. 7.10 "
2665.5/8	.. Do.	.. 7.15 "
2677.13A	.. Do.	.. 7.20 "
2678.13	.. 1st and 2nd quarters, 1916	.. 7.25 "
2678A.13	.. Do.	.. 7.30 "
2680.12	.. 2nd quarter, 1916	.. 7.35 "
2683.14	.. Do.	.. 7.40 "
2690.14C	.. 1st quarter, 1915, to 2nd quarter, 1916	.. 7.45 "
2692.14E	.. 4th quarter, 1914, to 2nd quarter, 1916	.. 7.50 "
2693.14F	.. 1st quarter, 1915, to 2nd quarter, 1916	.. 7.55 "
2694.15R	.. Do.	.. 8 "
2696.15M/1	.. Do.	.. 8.5 "
2697.15M/2	.. Do.	.. 8.10 "
2698.15M/3	.. Do.	.. 8.15 "
2705/2707.15N	.. 1st and 2nd quarters, 1916	.. 8.20 "
2712.15K	.. 1st quarter, 1915, to 2nd quarter, 1916	.. 8.25 "
2714.15P	.. 2nd quarter, 1916	.. 8.30 "
2715.15A	.. 1st and 2nd quarters, 1916	.. 8.35 "
2716.15J	.. 4th quarter, 1915, to 2nd quarter, 1916	.. 8.40 "
2717.15T	.. 1st quarter, 1914, to 2nd quarter, 1916	.. 8.45 "
2718.15N	.. 4th quarter, 1914, to 2nd quarter, 1916	.. 8.50 "

Premises No.	Quarter and Year.	Time of Sale.
2745.20	.. 3rd quarter, 1915, to 2nd quarter, 1916	.. 8.55 A.M.
<i>3rd Division, Maradana.</i>		
2758.119	.. 2nd quarter, 1916	.. 9 A.M.
2759.119	.. Do.	.. 9.5 "
2760.119A	.. Do.	.. 9.10 "
2761.119A	.. Do.	.. 9.15 "
2762.118	.. Do.	.. 9.20 "
2763.118	.. Do.	.. 9.25 "
2766.116	.. 1st quarter, 1914, to 2nd quarter, 1916	.. 9.30 "
2767.116	.. Do.	.. 9.35 "
2768/2769.114/115	.. Do.	.. 9.40 "
2771.112	.. 1st and 2nd quarters, 1916	.. 9.45 "
2773.111	.. 3rd quarter, 1915, to 2nd quarter, 1916	.. 9.50 "
2774.109/110	.. 1st and 2nd quarters, 1916	.. 9.55 "
2789.93	.. 2nd quarter, 1916	.. 10 "

Date of Sale : Wednesday, March 21, 1917.

<i>3rd Division, Maradana.</i>		
Premises No.	Quarter and Year.	Time of Sale.
2790.94	.. 1st and 2nd quarters, 1916	.. 7 A.M.
2794.89	.. 2nd quarter, 1916	.. 7.5 "
2795.89A	.. Do.	.. 7.10 "
2796.89B	.. Do.	.. 7.15 "
2797.89C	.. Do.	.. 7.20 "
2798.89D	.. Do.	.. 7.25 "
2799.89E	.. Do.	.. 7.30 "
2800.89F	.. Do.	.. 7.35 "
2801.89G	.. Do.	.. 7.40 "
2812.69	.. Do.	.. 7.45 "
2822.78/79	.. Do.	.. 7.50 "
2839A.60	.. Do.	.. 7.55 "
2839B.60	.. 1st and 2nd quarters, 1916	.. 8 "
2847.54	.. Do.	.. 8.5 "
2863.65	.. 2nd quarter, 1916	.. 8.10 "
<i>2nd Division, Maradana.</i>		
1928.59A	.. 1st quarter, 1910, to 2nd quarter, 1911	.. 8.15 A.M.

MUNICIPALITY OF KANDY.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Kandy, in terms of the 137th clause of the Ordinance No. 6 of 1910, for arrears of Police and lighting rate due on account four quarters, 1914, on the premises, and of which particulars are given in the under-mentioned lists, will be sold by public auction on the spot in the order and time stated, unless in the meantime the amount of the rate and costs be duly paid.

List D/2.—On Thursday, March 1, 1917, commencing at the first-named premises at 8 o'clock A.M.

List E/2.—On Friday, March 2, 1917, commencing at the first-named premises at 8 o'clock A.M.

By order,
The Municipal Office,
Kandy, February 13, 1917.

JAS. JAYATILEKE,
Secretary.

LIST D/2.

Mavilmada.

No.	Description of Property.	Reputed Owner.
1a	.. House and land	.. Nittawela Pansala (lessee, Ukku)
6	.. Do.	.. Dingiri Banda and others
26 and 32	.. House and field	.. Watagodegedera Appuhamy

No.	Description of Property.	Reputed Owner.
43'	.. Garden	.. K. Ukku Banda, Velmuladeniya
65 and 67	.. House and garden	.. K. Dingiri Banda and others
69	.. Garden	.. K. Ukku Banda Velmuladeniya
75	.. Field	.. Kollegedera Mutu Menika
78	.. Do.	.. K. Ukku Banda, Velmuladeniya
79	.. Do.	.. K. Dingiri Banda and others
81	.. Do.	.. A. M. Medduma Banda, Arachchi, and others
85	.. Do.	.. John Stephen
87	.. Do.	.. Watagodegedera Appuhamy
90 and 92	.. Do.	.. A. M. Medduma Banda, Arachchi, and others
94	.. Do.	.. A. M. Appuhamy
101	.. Do.	.. Watagodegedera Appuhamy
113	.. Garden	.. A. M. Medduma Banda, Arachchi, and others
119	.. Do.	.. Watagodegedera Appuhamy and others
120	.. Do.	.. Watagodegedera Appuhamy
128 and 130	.. House and garden	.. A. M. Medduma Banda, Arachchi, and others
131	.. Garden	.. A. M. Medduma Banda, Arachchi, and Appuhamy
133 and 134	.. House and garden	.. Watagodegedera Appuhamy

No.	Description of Property.	Reputed Owner.	No.	Description of Property.	Reported Owner.
142 and 143..	House and garden	William Appuhamy			
144 ..	Do.	C. B. Stephen	1	Field	Hunkirigedera Kiri-bandu and others
171 and 172..	Garden	A. M. Tikiri Menika	3	Do.	A. M. Medduma Banda and others
181 ..	Field	K. Utku Banda, Vel-Vidane	9	Do.	Watagodegedera Appuhamy
184 ..	Do.	Watagodegedera Appuhamy and others	30	Garden	Kiri Banda and others
185 ..	Do.	K. Utku Banda	36	Do.	Hunkirigedera Kiri Banda
191 ..	Do.	A. M. Medduma Banda, Arachchi, and others	55	House and garden	Kiri Bandu and others
199 ..	House and garden	Nittawela Pansala (lessee, Appuhamy, late Arachchi)	58	Do.	Nittawela Pansala
202 ..	Field	do.	63	Do.	Hunkirigedera Kiri Bandu and others
			67	Do.	Alawatugedera Mohotha
			69	Field	Alawatugedera Mohotha and others
			74	Do.	Kahalle Utku Banda, Arachchi
			75a	Garden	Hunkirigedera Appuhamy
			76	Do.	Kiri Banda and others
			77	Do.	Hunkirigedera Banda
			78	Field	Hunkirigedera Kiri Bandu
			88	Do.	Tikiri Kolla
			89	Do.	Mutuwa
			87 and 91 ..	Do.	Gangarama Vihare
			94	Brick kiln	Martin Wijesooria

List E/2.

Nittawela..

11	House and garden	Nittawela Pansala
23	Garden	Omaru Lebbe and others
27a	House and garden	Maimun Achehi
32	Do.	Alima Umma
33	Do.	Ana Segu Lebbe
34	Do.	Howamma Mammadu Ismail
36	Do.	Nittawela Pansala
39	Garden	do.

LOCAL BOARD NOTICES.

SANITARY BOARDS, KANDY DISTRICT.

Statement of Revenue and Expenditure of the Town of Wattagama, 1916.

REVENUE.		Amount.	EXPENDITURE.		Amount.
		Rs. c.			Rs. c.
Sanitary rate ..	..	636 44	Scavenging ..	..	960 0
Water rate ..	..	952 85	Remuneration to assessors ..	..	45 0
Road tax ..	..	530 0	Commission to collectors ..	..	113 50
Double rate road tax ..	..	8 0	Pay of clerks ..	..	150 0
Liquor licenses ..	..	805 0	Rent of slaughter-house ..	..	84 0
Cart licenses ..	..	288 0	Stationery, stores, &c. ..	..	80 0
Butcher licenses ..	..	30 0	Destroying stray dogs ..	..	24 24
Slaughter-house fees ..	..	518 50	Advertising charges ..	..	2 85
Explosives ..	..	1 50	Drains (construction) ..	..	2,500 0
Fines ..	..	230 0	Repairs to waterworks ..	..	292 0
Dog tax ..	..	5 75	Guardian, waterworks ..	..	180 0
Refund of unexpended balances ..	..	21 0	Water supply ..	..	350 0
Miscellaneous ..	..	5 75	Sinking fund on loans ..	..	221 0
			Interest on loans ..	..	386 76
			Miscellaneous ..	..	54 78
			Travelling allowance to Sanitary Inspector ..	..	80 0
Total Revenue ..	..	4,032 79	Total Expenditure ..	..	5,524 13
Balance on December 31, 1915 ..	..	6,540 89	Balance ..	..	5,049 55
Total ..	..	10,573 68	Total ..	..	10,573 68

C. S. VAUGHAN, Chairman.

Statement of Revenue and Expenditure of the Town of Pussellawa, 1916.

REVENUE.		Amount.	EXPENDITURE.		Amount.
		Rs. c.			Rs. c.
Sanitary rate ..	..	558 83	Scavenging ..	..	595 0
Road tax ..	..	338 0	Remuneration to assessors ..	..	39 0
Liquor licenses ..	..	350 0	Commission to collectors ..	..	46 60
Cart licenses ..	..	10 0	Pay of clerks ..	..	60 0
Butcher licenses ..	..	10 0	Rent of slaughter-house ..	..	112 50
Gun licenses ..	..	1 0	Stationery, stores, &c. ..	..	50 0
Slaughter-house fees ..	..	176 60	Destroying stray dogs ..	..	3 23
Dog tax ..	..	5 0	Advertising charges ..	..	2 84
Miscellaneous ..	..	3 75	Drains (construction) ..	..	110 0
			Miscellaneous ..	..	4 0
Total Revenue ..	..	1,453 18	Total Expenditure ..	..	1,023 17
Balance on December 31, 1915 ..	..	2,411 83	Balance ..	..	2,841 84
Total ..	..	3,865 1	Total ..	..	3,865 1

C. S. VAUGHAN, Chairman.

Statement of Revenue and Expenditure of the Town of Norwood, 1916.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Sanitary rate ..	475	52	Scavenging ..	679	0
Road tax ..	250	0	Remuneration to assessors ..	36	0
Liquor licenses ..	400	0	Commission to collectors ..	49	45
Cart licenses ..	126	0	Pay of clerks ..	80	0
Butcher licenses ..	10	0	Stationery, stores, &c. ..	100	0
Rent of fish market ..	37	50	Advertising charges ..	2	85
Rent of mutton market ..	35	0	Rent of market ..	1	0
Rent of beef market ..	186	25	Sinking fund on loans ..	20	32
Dog tax ..	5	50	Interest on loans ..	35	56
Miscellaneous ..	6	20			
Total Revenue ..	1,531	97	Total Expenditure ..	1,004	18
Balance on December 31, 1915 ..	4,391	0	Balance ..	4,918	79
Total ..	5,922	97	Total ..	5,922	97

C. S. VAUGHAN, Chairman.

Statement of Revenue and Expenditure of the Town of Bogawantalawa, 1916.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Sanitary rate ..	430	8 ²	Scavenging ..	648	0
Road tax ..	316	0	Remuneration to assessors ..	30	0
Liquor licenses ..	180	0	Commission to collectors ..	51	46
Cart licenses ..	6	0	Pay of clerks ..	60	0
Slaughter-house fees ..	231	10	Rent of slaughter-house ..	54	0
Dog tax ..	7	50	Advertising charges ..	2	85
Miscellaneous ..	8	70	Drains (construction) ..	3	65
Total Revenue ..	1,180	12	Total Expenditure ..	849	96
Balance on December 31, 1915 ..	894	35	Balance ..	1,224	51
Total ..	2,074	47	Total ..	2,074	47

C. S. VAUGHAN, Chairman.

Statement of Revenue and Expenditure of the Town of Maskeliya, 1916.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Sanitary rate ..	721	3	Scavenging ..	1,200	0
Road tax ..	355	90	Remuneration to assessors ..	51	0
Double rate road tax ..	4	0	Commission to collectors ..	33	90
Liquor licenses ..	800	0	Pay of clerks ..	100	0
Cart licenses ..	56	0	Rent of slaughter-house ..	125	0
Butcher licenses ..	10	0	Destroying stray dogs ..	1	80
Slaughter-house fees ..	230	55	Water supply ..	298	29
Explosives ..	2	50	Guardian, waterworks ..	10	0
Dog tax ..	4	25	Miscellaneous ..	0	50
Miscellaneous ..	4	50			
Total Revenue ..	2,188	73	Total Expenditure ..	1,820	49
Balance on December 31, 1915 ..	1,842	46	Balance ..	2,210	70
Total ..	4,031	19	Total ..	4,031	19

C. S. VAUGHAN, Chairman.

Statement of Revenue and Expenditure of the Town of Huluganga, 1916.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Sanitary rate ..	216	63	Scavenging ..	417	0
Road tax ..	108	0	Remuneration to assessors ..	21	0
Liquor licenses ..	350	0	Commission to collectors ..	15	17
Butcher licenses ..	5	0	Advertising charges ..	2	85
Fines ..	40	0	One-fifth of loan payable to Government ..	285	0
Dog tax ..	5	50	Water supply ..	290	0
Miscellaneous ..	4	25	Travelling allowance to Sanitary Inspector ..	80	0
Total Revenue ..	729	38	Total Expenditure ..	1,111	2
Balance on December 31, 1915 ..	1,325	55	Balance ..	943	91
Total ..	2,054	93	Total ..	2,054	93

C. S. VAUGHAN, Chairman.

Statement of Revenue and Expenditure of the Town of Ulapane, 1916.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Sanitary rate ..	285	63	Scavenging ..	415	0
Road tax ..	186	0	Remuneration to assessors ..	14	0
Double rate road tax ..	4	0	Commission to collectors ..	27	40
Liquor licenses ..	300	0	Pay of clerks ..	150	0
Cart licenses ..	34	0	Stationery, stores, &c. ..	30	0
Dog tax ..	4	0	Miscellaneous ..	15	0
Miscellaneous ..	3	50			
Total Revenue ..	817	13	Total Expenditure ..	651	40
Balance on December 31, 1915 ..	1,341	2	Balance ..	1,506	75
Total ..	2,158	15	Total ..	2,158	15

C. S. VAUGHAN, Chairman.

Statement of Revenue and Expenditure of the Town of Teldeniya, 1916.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Sanitary rate ..	323	88	Scavenging ..	643	0
Road tax ..	292	0	Remuneration to assessors ..	29	0
Double rate road tax ..	4	0	Commission to collectors ..	29	46
Liquor licenses ..	655	0	Pay of clerks ..	80	0
Cart licenses ..	65	0	Advertising charges ..	2	84
Butcher licenses ..	10	0	Repairs to waterworks ..	250	0
Conservancy of school latrine ..	36	0	Guardian, waterworks ..	70	0
Fines ..	146	90	Travelling allowance to Sanitary Inspector ..	80	0
Petroleum ..	40	0	Miscellaneous ..	2	35
Dog tax ..	2	50			
Refund of unexpended balances ..	5	0			
Miscellaneous ..	2	66			
Total Revenue ..	1,582	94	Total Expenditure ..	1,186	65
Balance on December 31, 1915 ..	3,654	82	Balance ..	4,051	11
Total ..	5,237	76	Total ..	5,237	76

C. S. VAUGHAN, Chairman.

Statement of Revenue and Expenditure of the Town of Mallapitiya, 1916.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Sanitary rate ..	232	83	Scavenging ..	360	0
Road tax ..	154	0	Remuneration to assessors ..	18	0
Cart licenses ..	96	0	Commission to collectors ..	24	96
Dog tax ..	4	25	Pay of clerks ..	90	0
Miscellaneous ..	1	0	Stationery, stores, &c. ..	50	0
			Advertising charges ..	2	84
			Miscellaneous ..	1	20
Total Revenue ..	488	8	Total Expenditure ..	547	0
Balance on December 31, 1915 ..	723	88	Balance ..	664	96
Total ..	1,211	96	Total ..	1,211	96

C. S. VAUGHAN, Chairman.

Statement of Revenue and Expenditure of the Town of Galaha, 1916.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Sanitary rate ..	265	2	Scavenging ..	225	0
Road tax ..	246	0	Remuneration to assessors ..	18	0
Liquor licenses ..	350	0	Commission to collectors ..	31	43
Cart licenses ..	16	0	Rent of slaughter-house ..	30	0
Butcher licenses ..	10	0	Destroying stray dogs ..	2	25
Slaughter-house fees ..	82	55	Advertising charges ..	2	84
Fines ..	107	50	Latrine construction ..	650	0
Dog tax ..	1	75	Repayment of loan ..	300	0
Miscellaneous ..	1	75	Interest on loans ..	202	50
			Travelling allowance to Sanitary Inspector ..	80	0
			Miscellaneous ..	0	25
Total Revenue ..	1,080	57	Total Expenditure ..	1,542	27
Balance on December 31, 1915 ..	2,586	96	Balance ..	2,125	26
Total ..	3,667	53	Total ..	3,667	53

C. S. VAUGHAN, Chairman.

Statement of Revenue and Expenditure of the Town of Kadugannawa, 1916.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Sanitary rate	718	17	Scavenging	1,210	0
Road tax	704	0	Remuneration to assessors	63	0
Double rate road tax	16	0	Commission to collectors	81	12
Liquor licenses	702	0	Pay of clerks	30	0
Cart licenses	30	0	Rent of slaughter-house	30	0
Butcher licenses	10	0	Destroying stray dogs	11	25
Gun licenses	2	0	Advertising charges	2	85
Slaughter-house fees	180	0	Latrines, repairs, &c.	33	40
Explosives	1	50	Interest on loans	180	0
Fines	233	50	Sinking fund on loans	80	0
Petroleum	75	0	Attendance Officer under Rural Schools Ordinance	70	0
Dog tax	7	75	Cost of land acquired for burial ground	844	55
Miscellaneous	7	25	Travelling allowance to Sanitary Inspector	80	0
			Miscellaneous	1	50
Total Revenue	2,687	97	Total Expenditure	2,717	67
Balance on December 31, 1915	1,263	14	Balance	1,233	44
	3,951	11	Total	3,951	11

C. S. VAUGHAN, Chairman.

TRADE MARKS NOTICES.

Application No. 1,174.

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 Messrs. P. V. Ponniah Nadar & Company of Kalutara South, Merchants, 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 common soap manufactured locally in Class 47 in the Classification of Goods in the above-mentioned Regulations:—



Translation of the words in Sinhalese characters appearing on the Mark is "Lotus Brand."

Registrar-General's Office,
Colombo, February 7, 1917.W. L. KINDERSLEY,
Registrar-General.

Application No. 1,177.

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 Mr. P. M. Sundaram Pulla, of No. 41 Garden, Forbes road, Maradana, Colombo, tabla maker, who claims to be the proprietor of the following Trade Mark, has applied for the registration of the same in his name in respect of tabla, drums, and other musical instruments of a like nature in Class 9 in the Classification of Goods in the above-mentioned Regulations:—



No claim is made to the device of a tabla appearing on the mark.

Registrar-General's Office,
Colombo, February 7, 1917.W. L. KINDERSLEY,
Registrar-General.

Total Quantities of the Principal Products of the Island exported in Vessels, whose completed Manifests have been checked, during the period from February 4 to 10, 1917.

Steamship.	Date of Clearing.	For what Port.	Black Tea.	Green Tea.	Rubber.	Cacao.	Cardamoms.	Coffee.			Cinnamon Quills.	Cinnamon Chips.	Coconut Oil.	Coconut Copra.	Unskinned Coconuts.	Coconut Pones.	No. Coconuts.	Plumbago.	Yarn.	Matress.	Fibre Bristle.	Citronella Oil.	Cinnamon Oil.	Cinchona.	Crucially Poonac.	Ebony.	Orohilla.	Kital Fibre.	
			lb.	lb.	lb.	ewt.	ewt.	lb.	Plantation.	Native.	Total.	lb.	lb.	ewt.	ewt.	ewt.	ewt.	ewt.	No.	ewt.	ewt.	ewt.	ewt.	lb.	oz.	lb.	ewt.	ewt.	lb.	owt.
COLOMBO.																													
Karmala	.. 27-12-16	Auckland	3180																										
Do.	.. 27-12-16	Hamilton	1620																										
Do.	.. 27-12-16	Napier	1380																										
Do.	.. 27-12-16	Nelson	—			20																							
Do.	.. 27-12-16	Lyttleton	12912			400																							
Do.	.. 27-12-16	Forth	5450																										
Do.	.. 27-12-16	Bluff	—																										
Do.	.. 27-12-16	Invercargill	4380																										
Do.	.. 27-12-16	Masterton	400																										
Do.	.. 27-12-16	Palmerston	1800																										
Kaiser-i-Hind	.. 29-12-16	Aden	—																										
Do.	.. 29-12-16	Marseilles	19555																										
Do.	.. 29-12-16	London	605866																										
GALLE.—Nil.																													

Statement showing the Importation of Rice into the Ports of Colombo and Galle during the Week ended February 10, 1917.

TO COLOMBO		TO GALLE	
From	Bags.	Tuticorin	Total
Bombay	663		
Calcutta	6,059		
Dhanushkodi*	25,622		
Rangoon	145,937		
			184,912
			6,631
			191,543

H. M. Customs,
Colombo, February 13, 1917.

* By Rail.

6,313 bags rice have been shipped during the week.

W. T. SOUTHERN,
for Principal Collector.

ROAD COMMITTEE NOTICES.

Ulapane-Riverside Branch Road, Ulapane Bridge.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Ulapane Bridge for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate interested in the bridge to make up the private contribution, as follows:—

(Estimate No. D 518 of 1915-16.)

Government moiety	Rs. 200
Private contributions	Rs. 202
Total acreage, 1,636—Rate per acre, 1234c.	

Proprietors or Agents.	Estates.	Acreage.	Amount due.
			Rs. c.
The English and Scottish Co-operative Wholesale Societies	.. Mahavilla	.. 321	.. 39 64
The English and Scottish Co-operative Wholesale Societies (Geo. Benzie)	.. Weliganga and Halgolla	.. 204	.. 25 18
Messrs. Lee, Hedges & Co. and S. O. Hanbury	.. Kanapediwatta	393	.. 48 53
Sirimala Duraya	.. Mahugahena	.. 35	.. 4 32
Korale Estates Co. (Messrs. Cumberbatch & Co., Agents; G. G. Westland)	.. Riverside	.. 390	.. 48 16
The English and Scottish Co-operative Wholesale Societies and Geo. Benzie	.. Dambagalla	.. 98	.. 12 10
Do.	.. Nugawella	.. 195	.. 24 7
		Total	.. 202 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 17, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, February 3, 1917. Chairman

Lantern Hill-Somerset Estate Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a general meeting of the estate representatives will be held on Wednesday, February 21, 1917, at Somerset bungalow, at 3 P.M.

Business.

To elect a Local Committee to serve for two years.

N.B.—The meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, February 5, 1917. Chairman.

Duckwari-Cottaganga Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 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 repair of the said road, as follows:—

(Estimate No. D 278 of 1916-17.)

Government moiety	Rs. 400
Private contributions	Rs. 404

1st section, $\frac{1}{2}$ mile.
Total acreage, 2,084—Moiety of cost, Rs. 115 41—
Sectional rate, 5550c.—Total rate, 5550c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Ranagala Tea Co. (W. Sinclair)	.. Ranwella	.. 200	.. 11 8

Proprietors or Agents.	Estate.	Acreage.	Amount.
			Rs. c.
1st to 4th section, $1\frac{1}{2}$ mile.			
Total acreage, 1,884—Moiety of cost, Rs. 288 48—			
Sectional rate, 1523c.—Total rate, 2073c.			

Proprietors or Agents.	Estate.	Acreage.	Amount.
			Rs. c.
Galaha Ceylon Tea Estates and Agency Company, Limited	.. Cottaganga	.. 590	.. 123 1
M. L. Wilkins	.. Gonawela	.. 560	.. 116 76
C. J. Pattenson	.. New Tunisgala and Girindilla	.. 734	.. 153 4
		Total	.. 403 89

N.B.—Private contributions .. 404 0
Unexpended balance, 1915-16 .. 0 11

Amount to be recovered on account 1916-17 403 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 February 19, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, February 6, 1917. Chairman.

Golohenwatta-Yatawatta 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 maintenance of the above-mentioned road for the year ending September 30, 1917, the Provincial Road Committee, acting under the provisions of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate in the district interested, as follows:—

(Estimate No. D 292 of 1916-17.)

Government moiety	Rs. 1,300
Private contributions	Rs. 1,313

1st to 3rd section, 3 miles.

Total acreage, 2,965—Moiety of cost, Rs. 984 53—
Sectional rate, 3320c.—Total rate, 3320c.

Proprietor or Agent.	Estates.	Acreage.	Amount.
			Rs. c.
Carson & Co.	.. Hylton	.. 534	.. 177 31

1st to 4th section, 4 miles.

Total acreage, 2,431—Moiety of cost, Rs. 328 17—
Sectional rate, 1349c.—Total rate, 4669c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
The Lanka Plantations Company, Limited, Colombo (J. M. S. Barlow)	.. Yatawatta	.. 1,251	.. 584 27
The Dangan Rubber Plantations Coy. (A. C. Morgan)	.. Dangan	.. 596	.. 278 36
Do.	.. Lower Dangan	225	.. 105 9
George Greig (G. A. Greig)	.. Laksahena	.. 359	.. 167 67
		Total	.. 1,312 70

N.B.—Private contributions .. 1,313 0
Deduct unexpended balance, 1915-16 .. 0 30

Amount to be recovered on account of 1916-17 1,312 70

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 19, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, February 6, 1917. Chairman.

Norwood-Campion Branch Road.

(Kotiyagala Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge situated on 8th mile of the Norwood-Campion road for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 17, 1917, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	Rs. 34.00
Private contributions	..	Rs. 34.34

12th section, 8th mile.

Proprietors or Agents.	Estates.	Acreage.
K. Rollo ..	Chapelton ..	685
Heirs of G. K. Maitland ..	Theresa ..	340
D. E. Kelly ..	Killarney ..	355
Bogawantalawa Tea Co., Ltd. ..	Bridwell ..	473
Do. (G. H. Sparkes) ..	Bogawana ..	436
Anglo-American Direct Tea Trading Co., Ltd. ..	Lynsted ..	405
Imperial Ceylon Tea Estates, Ltd. ..	Friedland ..	163
Major-General Sir C. Fr. Hadden, K.C.B., and Fred. Hadden ..	Kotiyagala ..	1,089
Kandapola Estates Co., Ltd. ..	Devonford ..	287
Kintyre Estates Company (Geo. Stuart & Co.) ..	Eltofts ..	290
Ceylon Land and Produce Company, Ltd. ..	Fetteresso ..	438
R. H. Cooper ..	Lynford ..	273
Chas. Strachan & Co. (T. Gidden) ..	Campion and Kohinoor ..	724
Ceylon Provincial Estates Co., Ltd. ..	Loinorn ..	239
Imperial Ceylon Tea Estates, Ltd. ..	St. Vigean's ..	185
T. Farr & A. VanCitters ..	Northcove ..	265
J. Sheriff ..	Dunlow & Aldie ..	477

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, February 5, 1917. Chairman.

Norton-Carolina Branch Road.

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

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the 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 repair of the said road, as follows:—

(Estimate No. D 339 of 1916-17.)

Government moiety	..	Rs. 1,500
Private contributions	..	Rs. 1,515

1st to 3rd section, 1½ mile.

Total acreage, 7,279—Moiety of cost, Rs. 395.17—
Sectional rate, .0542c.—Total rate, .0542c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
T. E. Earle (R. Bennett) ..	St. Aubins ..	336 ..	18 24
Carolina Tea Co. (S. P. Blackmore) ..	Dotiagala ..	181 ..	9 83

1st to 5th section, 2½ miles.

Total acreage, 6,762—Moiety of cost, Rs. 263.45—
Sectional rate, .0389c.—Total rate, .0931c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Scottish Ceylon Tea Co., Ltd. (R. Bennett) ..	Lonach and Benachie ..	759 ..	70 77

1st to 8th section, 4 miles.

Total acreage, 6,003—Moiety of cost, Rs. 395.18—
Sectional rate, .0658c.—Total rate, .1589c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
A. H. & E. P. Harding (S. Flyburg) ..	Killin ..	307 ..	48 84

1st to 9th section, 4½ miles.

Total acreage, 5,696—Moiety of cost, Rs. 131.72—
Sectional rate, .0231c.—Total rate, .1820c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
A. H. & E. P. Harding (Dawson) ..	Comar ..	261 ..	47 56

1st to 10th section, end of road, 5½ miles.

Total acreage, 5,435—Moiety of cost, Rs. 197.59—
Sectional rate, .0363c.—Total rate, .2183c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Alliance Tea Co. (A. J. McKee) ..	Aberdeen ..	480 ..	104 91
Heirs of Robert Aspland (E. Ware) ..	Norton ..	336 ..	73 43
Hon. Mr. T. E. de Sarnpaya and L. B. Fernando (B. J. A. Carrim) ..	Hardenhuish and Ellaoya ..	477 ..	104 26
H. A. Grigg (S. H. Grigg) ..	Lammermoor ..	187 ..	40 87
H. A. Grigg and W. J. Hamilton (S. H. Grigg) ..	Laxapanagalla ..	344 ..	75 19
Do. ..	Theberton ..	201 ..	43 93
Fred. Clerk (H. Wallace) ..	Elfindale ..	640 ..	139 88
H. A. Grigg ..	Galawatta ..	176 ..	38 47
Donnybrook Tea Co. (Carson & Co.) (E. Ware) ..	Donnybrook ..	375 ..	81 97
R. Fenwick (E. Ware) ..	Glengariffe ..	338 ..	73 87
Eastern Produce & Estates Co., Ltd. (C. W. Jones) ..	Dandakalawa and Vellaioya ..	1,881 ..	411 9
Total ..			1,383 11

N. B.—Private contributions	..	Rs. 1,515 0
Unexpended balance, 1915-16	Rs. 22.35	
Unexpended balance, Estimate No. 851 of 1913-14	..	109.54
		131 89

Amount to be recovered on account 1916-17 1,383 11

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 26, 1917.

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

Bathford Valley Branch Road.

(Between Dikoya Post Office to Tillyric Stores.)

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, No. 14 of 1896," have assessed the proportion due by each estate interested in the road, as follows:—

(Estimate No. D 334 of 1916-17.)

Government contribution	..	Rs. 1,400
Private contribution	..	Rs. 1,414

1st section, 1 mile.

Total acreage, 8,044—Moiety of cost, Rs. 213.29—
Sectional rate, .0265c.—Total rate, .0265c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Anglo-Ceylon and General Estates Co. ..	Darawella ..	675 ..	17 89

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Wanarajah Tea Company of Ceylon, Limited	Menikwatta	478	12	67
Battalgalla Tea Estates Company	Hadley	228	6	4
Scottish Ceylon Tea Company, Limited	Invery	306	8	11
Vogan Tea Company	Stamford Hill No. 1	138	3	66
Do.	Stamford Hill No. 2	138	3	66
Scottish Ceylon Tea Company, Limited	Waterloo	207	5	49
W. G. B. Dickson	Annfield	289	7	67
Sir C. Hartley (J. D. Forbes)	Kinloch	122	3	24
Mrs. R. H. S. Scott	Ottery	381	10	11
Trustees of G. Steuart & Co.	Erlsmere	173	4	59
Trustees of the late W. H. Walker	Roscrea and Dorothea	205	5	44
J. W. Holt (A. Craib)	St. Ley's	130	3	45
1st to 3rd section, 3 miles.				
Total acreage, 4,574—Moiety of cost, Rs. 426.58—				
Sectional rate, .0932c.—Total rate, .1197c.				
Battalgalla Tea Estates Co.	Battalgalla	444	53	18
Lanka Tea Estates Co.	Fordyce Group	938	112	35
Vogan Tea Estates Company	Barkindale	81	9	71
1st to 4th section, 4 miles.				
Total acreage, 3,111—Moiety of cost, Rs. 213.29—				
Sectional rate, .0685c.—Total rate, .1822c.				
Chas. Mackwood & Co.	Bathford	219	41	25
Hornsey Tea Estates Company, Limited	Hornsey	251	47	27
1st to 5th section, 5 miles.				
Total acreage, 2,641—Moiety of cost, Rs. 213.29—				
Sectional rate, .0807c.—Total rate, .2689c.				
Whittall & Co.	Ingestre	737	198	32
Hornsey Tea Estates Company, Limited	Abercainey	222	59	74
C. Mackwood & Co.	Berat	226	60	82
C. L. Davis	Blinkbonnie	223	60	1
1st to 7th section, 6.60 miles.				
Total acreage, 1,233—Moiety of cost, Rs. 341.33—				
Sectional rate, .2768c.—Total rate, .5457c.				
The Ceylon Tea Plantation Company, Limited	Tillyrie	754	411	60
South Wanarajah Co.	Poyston	316	172	52
J. M. Power and C. Johnson	Bon Accord	163	88	99
Total			1,407	78

	Rs.	c.
N.B.—Private contributions	1,414	0
Deduct unexpended balance, 1915-16	3	70
Ditto (Estimate No. 449 of 1914-15)	2	52
		6 22

Amount to be recovered on account 1916-17 .. 1,407 78

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 26, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, February 9, 1917. Chairman.

Madulkelle-Kabragalla Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a General Meeting of the Estate Representatives interested in the above road will be held on Saturday, March 3, 1917, at 2 P.M., at Brae Group Bungalow.

Business.

1. To elect a Local Committee to serve for two years.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, February 10, 1917. Chairman.

Madulkele-Kabaragalla Branch Road. (Between Madulkele and Kabragalla.)

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 276 of 1916-17.)

Government moiety .. Rs. 1,300
Private contributions .. Rs. 1,313

1st section, 1 mile.

Total acreage, 6,394—Moiety of cost, Rs. 399.42—
Sectional rate, .0624c.—Total rate, .0624c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
H. F. Dalton	Ellerton	72	4	51
Do.	Nilomally	1,005	62	78
C. W. Wood	Kelebokka	690	43	10

1st and 2nd sections, 2 miles.

Total acreage, 4,627—Moiety of cost, Rs. 399.42—
Sectional rate, .0863c.—Total rate, .1487c.

R. W. Nott	Galleria	600	89	27
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1st to 4th section, 3½ miles.

Total acreage, 4,027—Moiety of cost, Rs. 499.30—
Sectional rate, .1239c.—Total rate, .2726c.

Carson & Co.	Bræ and Dell, Hatanwalla, Marnagala	1,694	462	7
H. W. Kennedy	Deyanella	460	125	48
Gordon Frazer & Co.	Relugas	378	103	12
H. W. Kennedy	Kabaragalla	386	105	30
G. W. Hunter Blair	Poengalla, Hoolan- kanda, and Kiri- zalpotta	1,109	302	51
Total			1,298	14

N.B.—Private contributions .. 1,313 0
Unexpended balance, 1915-16 .. 14 86

Amount to be recovered on account 1916-17 .. 1,298 14

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 26, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, February 9, 1917. Chairman.

Branch Road from Norwood to Campion.

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 repair of the said road, as follows:—

(Estimate No. D 335 of 1916-17.)

Government moiety .. Rs. 3,700
Private contributions .. Rs. 3,737

1st section, 52.80 lines.

Total acreage, 14,199—Moiety of cost, Rs. 371.32—
Sectional rate, .0261c.—Total rate, .0261c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
The Eastern Produce Co., Ltd.	Norwood	882	23	6
George Steuart & Co.	Portree	275	7	19

1st to 3rd section, 94·21 lines.

Total acreage, 13,042—Moiety of cost, Rs. 291·21—
Sectional rate, ·0223c.—Total rate, ·0484c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Bogawantalawa Tea Co., Ltd. (G. H. Sparkes)	Elbedde	.. 747 ..	36 20
H. F. Laycock	.. Lawrence	.. 565 ..	27 38

1st to 4th section, 118·21 lines.

Total acreage, 11,730—Moiety of cost, Rs. 168·78—
Sectional rate, ·0143c.—Total rate, ·0627c

H. F. Laycock	.. Venture	.. 405 ..	25 45
D. G. Brebner	.. Kew	.. 526 ..	33 5

1st to 6th section, 214·66 lines.

Total acreage, 10,799—Moiety of cost, Rs. 678·27—
Sectional rate, ·0628c.—Total rate, ·1255c.

J. M. Robertson & Co. (Capt. Guy Walker)	.. St John Del Rey	.. 725 ..	91 15
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1st to 7th section, 245·43 lines.

Total acreage, 10,074—Moiety of cost, Rs. 216·36—
Sectional rate, ·0214c.—Total rate, ·1469c.

Bogawantalawa Tea Co., Ltd. (G. H. Sparkes)	Kirkoswald	.. 877 ..	129 9
A. C. T. Meyer	.. Tientsin	.. 385 ..	56 67
G. Stewart & Co.	.. Morar	.. 497 ..	73 15
H. A. Oliverson (T. Gid- den)	.. Singarawatta	143 ..	21 4
A. C. Smail and T. Gid- den (J. W. Baillie)	.. Robgill	.. 433 ..	63·73

1st to 10th section, 334·60 lines.

Total acreage, 7,739—Moiety of cost, Rs. 627·09—
Sectional rate, ·0810c.—Total rate, ·2279c.

Colombo Commercial Co., Ltd.	.. Bogawantalawa	615 ..	140 35
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1st to 12th section, 387·40 lines.

Total acreage, 7,124—Moiety of cost, Rs. 371·32—
Sectional rate, ·0521c.—Total rate ·2800c.

K. Rollo	.. Chapelton	.. 685 ..	192 2
Heirs of G. K. Maitland	Theresa	.. 340 ..	95 31

1st to 14th section, 435·58 lines.

Total acreage, 6,099—Moiety of cost, Rs. 338·84—
Sectional rate, ·0555c.—Total rate, ·3355c.

D. E. Kelly	.. Killarney	.. 355 ..	119·24
Bogawantalawa Tea Co., (G. H. Sparkes)	.. Bridwell	.. 473 ..	158 87
Do.	.. Bogawana	.. 436 ..	146 44

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Anglo-American Direct Tea Trading Co., Ltd.	Lynsted	.. 405 ..	136 3

1st to 15th section, 476·76 lines.

Total acreage, 4,430—Moiety of cost, Rs. 289·59—
Sectional rate, ·0653c.—Total rate, ·4008c.

Imperial Ceylon Estates, Ltd.	.. Friedland	.. 163 ..	65 40
Major-General Sir C. Fr. Hadden, K.C.B., and Fred. Hadden	.. Kotiyagala	.. 1,089 ..	436 96
Kandaola Estates Co., Ltd.	.. Devonford	.. 287 ..	115 16

1st to 16th section, 529·56 lines.

Total acreage, 2,891—Moiety of cost, Rs. 371·32—
Sectional rate, ·1284c.—Total rate, ·5292c.

Kintyre Estates Co. (Geo. Stewart & Co.)	.. Eltofts	.. 290 ..	153 61
Ceylon Land and Produce Co.	.. Fettaresso	.. 438 ..	231 99

1st to 17th section, 530·64 lines.

Total acreage, 2,163—Moiety of cost, Rs. 7·60—
Sectional rate, ·0035c.—Total rate, ·327c.

R. H. Cooper	.. Lynford	.. 273 ..	145 56
Chas. Strachan & Co. (T. Gidden)	.. Campion and Kohinoor	.. 724 ..	385 92
Ceylon Provincial Es- tates Co., Ltd.	.. Loinorn	.. 239 ..	127 43
Imperial Ceylon Tea Es- tates, Ltd.	.. St. Vigeans	.. 185 ..	98 64
T. Farr and A. van Citters	Northcove	.. 265 ..	141 29
J. Sheriff	.. Dunlow and Aldie	.. 477 ..	254 32

Total .. 3,731 70

N. B.—Private contributions .. 3,737 0
Unexpended balance, 1915-16 .. 5 30

Amount to be recovered on account of 1916-17 3,731 70

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 26, 1917.

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

Darrawella-Annfield Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 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 said road, as follows:—

(Estimate No. D 342 of 1916-17.)

Government moiety ..	.. Rs. 750·00
Private contributions	.. Rs. 757·50

1st section, 32·85 lines.

Proprietors or Agents.	Estates.	Acreage.	Total Acreage.	Estate's Share of Cost. Rs. c.	Sectional Rate. c.	Total Rate. c.	Amount. Rs. c.
N. G. Campbell	.. Darrawella	.. 629	.. 2,556	.. 129 9	.. ·0505	.. ·0505	.. 31 77
1st to 2nd section, 1 mile, 17·65 lines.							
Carson & Co.	.. Hadley	.. 228	.. 1,927	.. 147 74	.. ·0766	.. ·1271	.. 29 0
1st to 3rd section, 1 mile, 32·56 lines.							
M. L. Wilkins	.. Invery	.. 513	.. 1,699	.. 58 59	.. ·0344	.. ·1615	.. 82 93
Mrs. R. H. S. Scott	.. Ottery (excluding Stamford Hill)	.. 243	.. —	.. —	.. —	.. —	.. 39 28
1st to 4th section, 2 miles, 19·07 lines.							
Mrs. R. H. S. Scott	.. Ottery (Stamford Hill division)	.. 138	.. 943	.. 154 46	.. ·1637	.. ·3252	.. 44 91
1st to 5th section, 2 miles, 31·84 lines.							
A. Craib	.. St. Leys	.. 130	.. 805	.. 50 20	.. ·0623	.. ·3875	.. 50 42
1st to 6th section, 3·50 miles.							
W. G. B. Dickson (Agent)	.. Annfield	.. 289	.. 675	.. 186 8	.. ·2756	.. ·6631	.. 191 75
George Steuart & Co.	.. Roscrea	.. 213	.. —	.. —	.. —	.. —	.. 141 32
Do.	.. Erlsmere	.. 173	.. —	.. —	.. —	.. —	.. 114 78
							Total .. 726 16

Rs. c.

Rs. c.

N.B.—Private contributions

Deduct unexpended balance, 1915-16

12 82

Ditto (Estimate No. 851 of 1913-14)

18 52

31 34

Amount to be recovered on account 1916-17

.. 726 16

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 26, 1917.

Provincial Road Committee's Office,
Kandy, February 10, 1917.

C. S. VAUGHAN,
Chairman.

Election of Members, District Committee, Mannar.

NOTICE is hereby given that under the 26th clause of the Ordinance No. 10 of 1861 all persons intending to offer themselves as candidates for the office of European and Native Member of the District Committee of Mannar for the remaining period of 1917 and 1918 are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Northern Province at least 10 days before the day of election. The election will be held on March 5, 1917, at 11 A.M., at Mannar.

Provincial Road Committee,
Jaffna, February 8, 1917.

P. NICHOLAS,
Secretary.

Road from Parakaduwa Station to Hemmingford Estate.

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 from October 1, 1916, to September 30, 1917, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate in the district interested in the maintenance of the under-mentioned road as follows:—

ROAD FROM PARAKADUWA STATION TO
HEMMINGFORD ESTATE.

(Estimate No. D 148 of October 11, 1916.)

Government moiety	..	Rs. 600
Private contributions	..	Rs. 612

1st section, 1 mile.

Total acreage, 2,919—Moiety of cost, Rs. 413·51—
Rate per acre, 14·1661c.

Proprietors or Agents.	Estates.	Acreage.	Assess-ment. Rs. c.
The Grand Central Rubber Co.	.. Meegastenna	.. 132	.. 18 69

1st to 2nd section, 1·48 mile.

Total acreage, 2,787—Moiety of cost, Rs. 198·49—
Rate per acre, 7·1219c.—Total rate, 21·2880c.

Proprietors or Agents.	Estates.	Acreage.	Assess-ment. Rs. c.
The General Tea Estates, Ltd.	.. Hemmingford Group	.. 1,297	.. 276 15
G. A. Talbot	.. Digowa	.. 541	.. 115 16
Manikanda Rubber Co., Ltd. (Carson & Co., Agents)	.. Manikanda	.. 400	.. 85 15
J. K. Hormusjee	.. Maryland	.. 59	.. 12 55
A. J. R. de Soysa	.. Tatuwalakanda	.. 310	.. 65 99
T. A. de S. Wijeratna, Caffoor Buildings, Fort, Colombo	.. Pannila	.. 180	.. 38 31
			Total .. 612 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before March 23, 1917.

Provincial Road Committee's Office,
Ratnapura, February 10, 1917.

W. A. WEERAKOON,
for Chairman.