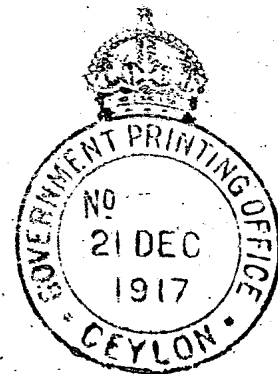
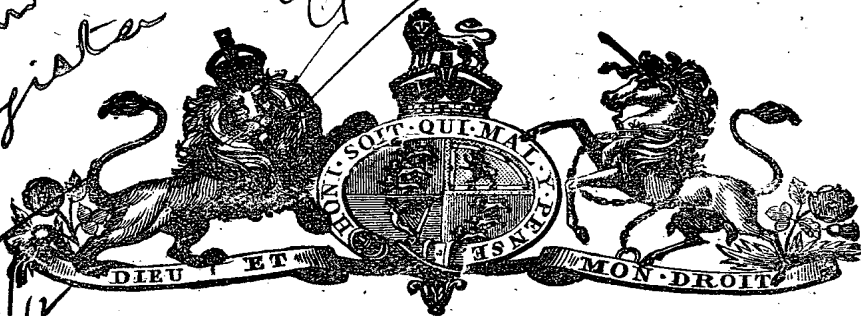


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# Ceylon Government Gazette

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## Part I.—General.

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### MINUTE BY THE GOVERNOR.

HIS EXCELLENCY THE GOVERNOR has received with great regret a telegram from the SECRETARY OF STATE FOR THE COLONIES reporting that Mr. HERBERT WARD MILLIGAN, an Officer in Class III. of the Ceylon Civil Service, and a Second Lieutenant in the Lancashire Fusiliers, was killed in action on November 21 last.

This Officer, after seven years' service in Ceylon, left the Island as a Member of the Ceylon Contingent in November, 1914, and served in Egypt, Gallipoli, and France, being wounded on more than one occasion.

Mr. MILLIGAN, who had early in his career in Ceylon distinguished himself by earning the bronze medal and certificate of the Royal Humane Society for saving two lives from drowning, was an able and conscientious public servant. His death, which will be deeply and widely deplored, deprives the Civil Service of an Officer of great promise.

By His Excellency's command,

Colonial Secretary's Office,  
 Colombo, December 19, 1917.

R. E. STUBBS,  
 Colonial Secretary.

## PROCLAMATIONS BY THE GOVERNOR.

IN the Name of His Majesty GEORGE THE FIFTH, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith.

### PROCLAMATION.

By His Excellency Sir JOHN ANDERSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over the Island of Ceylon, with the Dependencies thereof.

JOHN ANDERSON.

**W**HEREAS by section 28 of "The Courts Ordinance, 1889," it is amongst other things enacted that Criminal Sessions of the Supreme Court shall be holden by one of the Judges thereof, or by a Commissioner of Assize duly appointed under the provisions of the said Ordinance, for each of the Circuits into which the Island is divided, for the hearing, trying, and determining all prosecutions which shall be commenced against any person for or in respect of any crime or offence or alleged crime or offence—

For the Northern Circuit, twice at least in each year at Jaffna, and such other places in such Circuit as the Governor, after previous consultation with the Judges, shall appoint; such Sessions commencing at Jaffna in February and July in each year:

And whereas it appears to Us expedient to order that a Criminal Sessions of the Supreme Court shall be holden on the day hereinafter mentioned at Trincomalee, a place included within the said Northern Circuit:

Now, therefore, know Ye that We, the Governor, for sufficient reasons to Us appearing, and after previous consultation with the Judges of the Supreme Court, do order and appoint that a Criminal Sessions of the Supreme Court shall be holden at Trincomalee, in the said Northern Circuit, on or about Monday, March 4, 1918.

Given at Kandy, in the said Island of Ceylon, this Fifteenth day of December, in the year of our Lord One thousand Nine hundred and Seventeen.

By His Excellency's command,

R. E. STUBBS,  
Colonial Secretary.

GOD. SAVE THE KING.

IN the Name of His Majesty GEORGE THE FIFTH, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith.

### PROCLAMATION.

By His Excellency Sir JOHN ANDERSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over the Island of Ceylon, with the Dependencies thereof.

JOHN ANDERSON.

**W**HEREAS a building has been erected on the land called Kottaboda at Avissawella, in the Colombo District, Western Province, for the purposes of a public slaughter-house, and such building has been certified to His Excellency the Governor by the "proper authority," to wit, the Government Agent of the Western Province, as sufficient for the said purposes:

Now know Ye that We, the said Governor, in exercise of the powers vested in Us by section 22 of "The Butchers Ordinance, 1893," do hereby declare and proclaim the said building to be a public slaughter-house as from and after the date hereof.

Given at Kandy, in the said Island of Ceylon, this Thirteenth day of December, in the year of our Lord One thousand Nine hundred and Seventeen.

By His Excellency's command,

R. E. STUBBS,  
Colonial Secretary.

GOD SAVE THE KING.

IN the Name of His Majesty GEORGE THE FIFTH, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith.

### PROCLAMATION.

By His Excellency Sir JOHN ANDERSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over the Island of Ceylon, with the Dependencies thereof.

JOHN ANDERSON.

**K**NOW Ye that We, the Governor of Ceylon, in pursuance of the powers in Us vested by "The Necessaries of War Exportation Ordinance, 1914," do hereby amend the schedule attached to Our Proclamation published in the *Gazette* of November 10, 1917, in the manner shown in the schedule to this Proclamation.

Given at Kandy, in the said Island of Ceylon, this Twentieth day of December, in the year of our Lord One thousand Nine hundred and Seventeen.

By His Excellency's command,

R. E. STUBBS,  
Colonial Secretary.

GOD SAVE THE KING.

#### SCHEDULE.

Immediately after item No. 106 and in continuation thereof insert the words  
"except receptacles, made of tin, of a less capacity than one gallon."

## APPOINTMENTS, &amp;c., BY THE GOVERNOR.

No. 412 of 1917.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments:—

Mr. N. J. LUDDINGTON to be, in addition to his own duties, Office Assistant at Galle to the Government Agent, Southern Province, from December 22, 1917, to January 2, 1918, inclusive, during the absence of Mr. W. O. STEVENS from the station.

Mr. T. A. PIERIS to act, in addition to his own duties, as Extra Office Assistant, Badulla Kachcheri, from December 28 to 31, 1917, during the absence of Mr. F. MARSHALL on leave.

Mr. C. A. LA BROOY to act as District Judge and Additional Commissioner of Requests, Kandy, for nine days from December 28, 1917, during the absence of Mr. F. R. DIAS on leave.

Mr. A. DE ABREW to act as District Judge, Kalutara, from December 24, 1917, to January 6, 1918, inclusive, during the absence of Mr. A. BEVEN from the station.

Mr. J. KADRAMATAMBY to act as District Judge, Commissioner of Requests, and Police Magistrate, Batticaloa, from December 22, 1917, to January 2, 1918, during the absence of Mr. T. B. RUSSELL from the station.

Mr. J. R. MOLLIGODA to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, from December 22, 1917, to January 5, 1918, during the absence of Mr. H. E. BEVEN from the station.

Mr. V. COOMARASWAMY, Police Magistrate, Negombo, to be, in addition to his own duties, Additional District Judge, Negombo, from December 21, 1917, to January 6, 1918, inclusive, during the absence of Mr. M. S. SRESHTA from the station.

Mr. F. N. DANIELS to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Kurunegala, from December 22, 1917, to January 6, 1918, during the absence of Mr. G. W. WOODHOUSE from the station.

Mr. G. P. KEUNEMAN to act as Commissioner of Requests, Police Magistrate, and Additional District Judge, Matara, from December 23 to 25, 1917, inclusive, and on January 1 and 2, 1918, during the absence of Mr. S. D. DHONDY from the station.

Mr. H. A. BURDEN to be, in addition to his own duties, Additional District Judge for the judicial division of Badulla-Haldummulla for December 18, 1917.

Mr. G. F. ROBERTS to be, in addition to his own duties, Commissioner of Requests, Colombo, from December 22, 1917, to January 5, 1918, inclusive, during the absence of Mr. W. WADSWORTH from the station.

Mr. A. DE ABREW to act as Commissioner of Requests and Police Magistrate, Kalutara, from December 22, 1917, to January 2, 1918, inclusive, during the absence of Mr. C. L. WICKREMESINGHE from the station.

Mr. L. L. HUNTER to be, in addition to his own duties, Additional Commissioner of Requests, Panadure, for December 22, 1917.

Mr. H. J. M. WICKRAMARATNE to act as Commissioner of Requests and Police Magistrate, Balapitiya, from December 22, 1917, to January 2, 1918, during the absence of Mr. V. P. REDLICH from the station.

Mr. F. MARKUS to act at Dandagamuwa as Additional Police Magistrate for the Judicial division of Kurunegala for December 21, 1917.

Mr. W. N. RAE to act, in addition to his own duties, as Government Analyst from December 23, 1917, to January 2, 1918, during the absence of Mr. C. T. SYMONS on leave.

Mr. W. R. SENEVIRATNE, Excise Inspector, Nawadun Range, to act as Assistant Superintendent of Excise, Badulla Circle, for three weeks from December 23, 1917, during the absence of Mr. D. DE KRETZER on leave.

Mr. E. J. CHRISTOFFELSZ, Assistant Superintendent of Excise, Kegalla Circle, to be Assistant Superintendent of Excise, Matara Circle, with effect from December 6, 1917.

Mr. E. A. DE ALWIS, Assistant Superintendent of Excise, Matara Circle, to be Assistant Superintendent of Excise, Anuradhapura Circle, with effect from December 10, 1917.

Mr. N. S. SANDERS, Acting Assistant Superintendent of Excise, Anuradhapura Circle, to act as Assistant Superintendent of Excise, Chilaw Circle, with effect from December 12, 1917.

Mr. R. R. ALEXANDER, Assistant Superintendent of Excise, Chilaw Circle, to be Assistant Superintendent of Excise, Kegalla Circle, with effect from December 14, 1917.

Messrs. R. GARNIER and F. H. GRIFFITH to be Unofficial Visitors of the hospital at Pimbura.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, December 20, 1917.

R. E. STUBBS,  
Colonial Secretary.

No. 413 of 1917.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to nominate the following persons, in terms of section 6 (d) of Ordinance No. 8 of 1907, to be Members of the District School Committee, Kurunegala:—

Mr. J. G. TENNEKON, Ratemahatmaya, Hiriyala hatpattu.

Rev. Father C. MASSIET, O.M.I., Kurunegala.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, December 17, 1917.

R. E. STUBBS,  
Colonial Secretary.

No. 414 of 1917.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned persons to be Assessors for the Sanitary Board town of Mullaittivu for the year 1918, under the provisions of section 5 of Ordinance No. 7 of 1866:—

Mr. S. WIJAYARUTNAM.

Mr. S. PALANIYAPPAR.

Mr. S. ARUMUGAM.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, December 14, 1917.

R. E. STUBBS,  
Colonial Secretary.

No. 415 of 1917.

**H**IS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint Mr. M. SOMASUNDARAM to be an Inquirer for

The Islands division, Northern Province, from December 15, 1917, until further orders, *vice* Mr. V. MUTTYAHPILLAI, deceased.

By His Excellency's command,  
Colonial Secretary's Office, R. E. STUBBS,  
Colombo, December 18, 1917. Colonial Secretary.

No. 416 of 1917.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint Mr. M. SENATHIRAJAH to act as an Inquirer for the division of Pachchilaippali, Northern Province, from December 8 to 29, 1917, during the absence on leave of Mr. S. MUTTATAMBY.

By His Excellency's command,  
Colonial Secretary's Office, R. E. STUBBS,  
Colombo, December 17, 1917. Colonial Secretary.

No. 417 of 1917.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. MOHAMED KAMER CASSIM, of 105, Barber street, Colombo, to be a Notary Public at Colombo and throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,  
Colonial Secretary's Office, R. E. STUBBS,  
Colombo, December 17, 1917. Colonial Secretary.

No. 418 of 1917.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. KANTHAPPAR CANAPATHYPILLAI, at present practising as Notary Public at Urumpiray,

in Jaffna District, to be a Notary Public throughout Vadamaradchi West division of Jaffna District, with residence and office at Imayanan, and to practise as such in the Tamil language.

By His Excellency's command,  
Colonial Secretary's Office, R. E. STUBBS,  
Colombo, December 18, 1917. Colonial Secretary.

No. 419 of 1917.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. EDWARDS MURUGESU CHELLIAH, at present practising as Notary Public at Charavanai, in The Islands Division of Jaffna District, to be a Notary Public throughout Valikamam East division of Jaffna District, with residence and office at Urumpiray, and to practise as such in the Tamil language.

By His Excellency's command,  
Colonial Secretary's Office, R. E. STUBBS,  
Colombo, December 17, 1917. Colonial Secretary.

No. 420 of 1917.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. VELUPPILLAI SIVAPRAKASAM, at present practising as Notary Public at Trincomalee, to be a Notary Public throughout The Islands division of Jaffna District, with residence and office at Punkudutivu West, and additional offices at Delft and Nainativu, and to practise as such in the Tamil language.

By His Excellency's command,  
Colonial Secretary's Office, R. E. STUBBS,  
Colombo, December 12, 1917. Colonial Secretary.

### APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments:—

Mr. C. SENANAYAKE, Head Clerk, Land Registry, Kogalla, to act as Registrar of Lands, Kegalla, for six days from December 28, 1917, during the absence of the Registrar, Mr. E. DE S. GUNAWARDENA, on leave, or until further orders.

PARASIRAMPILLAI CHINNATAMPI provisionally to be Registrar of Marriages (General) of Eruvil pattu division, in the Batticaloa District of the Eastern Province, with effect from February 1, 1918. His office will be at Kurumenveli.

By His Excellency's command,  
Colonial Secretary's Office, R. E. STUBBS,  
Colombo, December 18, 1917. Colonial Secretary.

HIS EXCELLENCY THE GOVERNOR has been pleased to confirm the following appointments:—

PUNCHIRALAGE MUDALIHAM as Registrar of Births and Deaths of Uddiyankulama korale south division, and of Marriages (Kandyan and General) of Hurulu palata division, in the Anuradhapura District of the North-Central Province. His office will be at Bulugahawatta in Manankattiya.

CHANDRASEKARA MUDIYANSELAGE KIRI BANDA as Registrar of Births and Deaths of Nuwaragam korale north division, and of Marriages (Kandyan and General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province. His office will be at Lin-elawatta in Diganegama.

By His Excellency's command,  
Colonial Secretary's Office, R. E. STUBBS,  
Colombo, December 18, 1917. Colonial Secretary.

THE following appointments under section 3 of Ordinance No. 23 of 1900 and section 7 of Ordinance No. 19 of 1907 are hereby notified:—

The Additional Assistant Provincial Registrar, Colombo, has appointed THEWERAPPERUMA ARACHCHIGE DON NICHOLAS SAMARASINHE SIRIWARDENE to act as Registrar

of Births and Deaths of Hendala division, and of Marriages (General) of Ragam pattu of Alutkuru korale south division, in the Colombo District of the Western Province, for thirty days from December 7, 1917, *vice* DON JOHANNES GUNASEKERA, deceased. His office will be at Ehutugahawatta in Pamunugama.

The Additional Assistant Provincial Registrar, Kandy, has appointed GONAGAMA ARACHCHILLAGE DINGIRI APPUHAMY to act as Registrar of Births and Deaths and of Marriages (General) of Uda Bulatgama No. 2 division, in the Kandy District of the Central Province, for two days from December 3, 1917, during the absence of the Registrar, D. B. SAMARAKON, on leave. His office will be at Kotuwagedarawatta in Ambagamuwa.

The Assistant Provincial Registrar, Galle District, has appointed VICTOR GODWIN D'LIVERA KARUNARATNA to act as Registrar of Marriages (General) of Four Gravets of Galle and Akmimana division, in the Galle District of the Southern Province, for two days from December 10, 1917, during the absence of the Registrar, GEORGE ALBERT JAYAWARDHANA, on leave. His office will be at Galle Kachcheri.

The Assistant Provincial Registrar, Galle District, has appointed Mr. SEMON DE SILVA GUNATILAKE to act as Medical Registrar of Births and Deaths of Ambalangoda town division, in the Galle District of the Southern Province, on December 11, 1917, during the absence of the Registrar, P. C. S. DIAS, on leave. His office will be at Civil Dispensary, Ambalangoda.

The Assistant Provincial Registrar, Galle District, has appointed THOMAS PERERA MIHIPAGALA to act as Registrar of Births and Deaths of Poddala division, and of Marriages (General) of Four Gravets of Galle and Akmimana division, in the Galle District of the Southern Province, for eight days from December 24, 1917, during the absence of the Registrar, DON SIYADORIS JAYASUNDARA, on leave. His offices will be at Gudamewatta *alias* Hingagodawatta in Mipawala and Galagawawatta in Kapuhenpola.

The Assistant Provincial Registrar, Hambantota, has appointed DARNELY ALEXANDER SAMARAWERA MUNASINGHE to act as Deputy Registrar of Births and Deaths of

Hambantota town division, in the Hambantota District of the Southern Province, for thirty days from December 7, 1917, during the absence of the Deputy Registrar, W. A. GOONETILLEKE, on sick leave. His office will be at the Government Civil Hospital, Hambantota.

The Assistant Provincial Registrar, Hambantota, has appointed DON BASTIAN HELIYAGODA to act as Registrar of Births and Deaths of Western Walakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for ten days from December 15, 1917, during the absence of the Registrar, D. J. DE S. SUDUSINHA on sick leave. His office will be at Malittangahawatta in Wanduruppa.

The Provincial Registrar, Northern Province, has appointed Mr. MOOTATAMPI SENATHIRAJAH to act as Registrar of Marriages (General) of Pachchilaipally division, in the Jaffna District of the Northern Province, for three weeks from December 8, 1917, during the absence of the Registrar, S. MOOTATAMPI, on leave. His office will be at Innasimanatkadu in Periapalai.

The Provincial Registrar, Northern Province, has appointed Mr. MUTTAIYAPILLAI SOMASUNTARAM to act as Registrar of Marriages (General) of The Islands division, in the Jaffna District of the Northern Province, for thirty days from December 8, 1917, *vice* the Registrar, V. MUTTAIYAPILLAI, deceased. His office will be at Achchavalai in Velanai East; stations: Manatkadu in Punkudutivu and Papparavanchalli in Nayinativu.

The Assistant Provincial Registrar, Mullaittivu, has appointed Mr. TAMU UDATYAR CHELLAIYA, of Maha Irampaikkulam, to act as Registrar of Births and Deaths of Kilakkumulai South division, in the Mullaittivu District of the Northern Province, for thirty days from December 14, 1917, during the absence of the Registrar, V. VELUPPILLAI, interdicted. His office will be at the Udaiyavalavu at Maha Irampaikkulam.

The Assistant Provincial Registrar, Mullaittivu, has appointed Mr. KADIRATA GAMARALAGE KAPPURALA, of Mamaduwa, to act as Registrar of Births and Deaths of Kilakkumulai South Sinhalese division, in the Mullaittivu District of the Northern Province, for six days from December 20, 1917, during the absence of the Registrar, T. M. T. WANNIHAMY, on leave. His office will be at the Ratamahatmaya's residence at Mamaduwa.

The Assistant Provincial Registrar, Trincomalee, has appointed Mr. EDMUND WALTER DAVID SOMANADĒR to act as Registrar of Marriages (General) of Trincomalee town division, in the Trincomalee District of the Eastern Province, for fourteen days from December 14, 1917, during the absence of the Registrar, Mr. V. R. ARULAMPALAM, on

leave. His office will be at the Land Registry, Trincomalee, and at Vannianarvalavu in Division No. 1, Trincomalee.

The Assistant Provincial Registrar, Puttalam, has appointed Mr. JAMES GREGORY KROON to act as Medical Registrar of Births and Deaths of Kalpitiya town division, in the Puttalam District of the North-Western Province, for ten days from December 1, 1917, during the absence of the Registrar, Dr. K. PONNIAH, on leave. His office will be at the Outdoor Dispensary, Kalpitiya.

The Assistant Provincial Registrar, Badulla, has appointed PUNCHI BANDA NAVARATNA MILLEGODA to act as Deputy Medical Registrar of Births and Deaths of Badulla town division, in the Badulla District of the Province of Uva, for twenty days from December 12, 1917, during the absence of the Registrar, N. W. P. STEPHEN on leave. His office will be at the Civil Hospital, Badulla.

The Assistant Provincial Registrar, Badulla, has appointed YAPA MUDIYANSELAGE SUDU BANDA to act as Registrar of Births and Deaths of Soranatotā division and of Marriages (General) of Wiyaluwa division, in the Badulla District of the Province of Uva, for three days from December 14, 1917, during the absence of the Registrar, K. Y. M. PUNCHI BANDA on leave. His office will be at Muttettuwegedara in Muttettuwegama.

The Assistant Provincial Registrar, Badulla, has appointed Mr. FREDRICK RICHARD DE ZILVA to act as Registrar of Marriages (General) of Yatikinda division, in the Badulla District of the Province of Uva, for twenty-three days from December 21, 1917, during the absence of the Registrar, Mr. K. G. FRANCIS DE SILVA on leave. His office will be at the Badulla Kachcheri.

The Assistant Provincial Registrar, Ratnapura, has appointed JAYASUNDERA MUDIYANSELAGE DINGIRI MUDIYANSE to act as Registrar of Births and Deaths of Madalagama division, and of Marriages (General) of Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from December 1, 1917, during the absence of the Registrar, J. M. KIRIMENIKE, resigned. His office will be at Yakdehikanda in Panapitiya.

The Assistant Provincial Registrar, Kegalla, has appointed EDIRISURIYA MUDIYANSELAGE APPUHAMY, of Handagama, to act as Registrar of Births and Deaths of Meddemedaliya pattu division, and of Marriages (General) of Galboda and Kinigoda korale divisions in the Kegalla District of the Province of Sabaragamuwa, on December 17, 1917, during the absence of the Registrar, E. M. KIRI BANDA, on leave. His office will be at Handagamawatta at Handagama.

Registrar-General's Office, W. L. KINDERSLEY,  
Colombo, December 18, 1917. Registrar-General.

## GOVERNMENT NOTIFICATIONS.

### "THE COLOMBO GRAVING DOCK AND PATENT SLIP ORDINANCE, 1908."

IT is hereby notified that His Excellency the Governor in Executive Council, in exercise of the powers in him vested by section 4 of the above-named Ordinance, has been pleased to amend rule 1 of section I. of the rules framed under the said Ordinance, as published by Notification dated February 5, 1914, in *Government Gazette* No. 6,605 of February 6, 1914, by increasing the charges for the use of the Graving Dock by 33½ per cent. as from and after January 1, 1918.

Colonial Secretary's Office,  
Colombo, December 21, 1917.

By His Excellency's command,  
R. E. STUBBS,  
Colonial Secretary.

### "THE PUBLIC OFFICERS (RETIREMENT) AMENDMENT ORDINANCE, NO. 21 OF 1917."

IT is hereby notified for general information that His Excellency the Governor has been pleased, with the approval of the Secretary of State for the Colonies, under section 2 (1) of Ordinance No. 21 of 1917, to substitute the following rule for the existing rule 15 of the Pension Minutes dated December 9, 1908:—

"The Governor may call upon a public servant who is below the limit of age entitling him to retire on pension to retire from the service on the ground of his inability to discharge efficiently the duties of his office. In such a case, if the Governor in Executive Council considers that the special circumstances of the case justify the grant of a retiring allowance, the public servant so called upon to retire may, with the approval of the Secretary of State, be given such retiring allowance as the Governor in Council thinks just and proper, but in no case exceeding the amount for which his length of service would qualify him."

Colonial Secretary's Office,  
Colombo, December 20, 1917.

By His Excellency's command,  
R. E. STUBBS,  
Colonial Secretary.

## "THE VOLUNTEER ORDINANCE, 1910."

THE following amendment to the rules and regulations relating to the Ceylon Volunteer Force made by the General Officer Commanding the Troops, under the provisions of sections 9 and 12 of "The Volunteer Ordinance, 1910," and approved by His Excellency the Governor, is published for general information:—

In Appendix B delete the establishment under C. V. M. C. and substitute the following:—

Lieutenant-Colonel ..	1	Lieutenant and Quartermaster ..	1	Buglers ..	2
Major ..	1			Privates ..	118
Captains ..	2	Total Officers ..	13		
Lieutenants ..	8			Total other Ranks ..	158
		Sergeant-Major ..	1		
		Sergeants ..	9	Total all Ranks ..	171
		Corporals ..	10		
		Lance-Corporals ..	18		

Colonial Secretary's Office,  
Colombo, December 17, 1917.

By His Excellency's command,  
R. E. STUBBS,  
Colonial Secretary.

## "THE VOLUNTEER ORDINANCE, 1910."

THE following amendment to the regulations for the Ceylon Volunteer Force made by the General Officer Commanding the Troops, under the provisions of sections 9 and 12 of "The Volunteer Ordinance, 1910," and approved by His Excellency the Governor, is published for general information:—

After paragraph 194 add:—

194 A. A horse allowance of Rs. 120 will be paid to the Officers Commanding and Second in Command of the Ceylon Light Infantry and Ceylon Planters' Rifle Corps, to the Officers Commanding the 1st and 2nd Battalions, Colombo Town Guard, and to Captains of the Ceylon Light Infantry and Ceylon Planters' Rifle Corps Commanding Companies in camp consisting of four platoons, on condition that each such officer attends camp for two periods of 14 days (*i.e.*, Rs. 60 for each period of 14 days in camp), and is in possession of a suitable horse, which must be his own property. Not more than Rs. 120 may be drawn by any officer in any one year.

Colonial Secretary's Office,  
Colombo, December 20, 1917.

By His Excellency's command,  
R. E. STUBBS,  
Colonial Secretary

## "THE HOLIDAYS ORDINANCE, 1886."

IT is hereby notified that His Excellency the Governor has been pleased, in terms of section 9 of Ordinance No. 4 of 1886, to appoint Monday, December 31, 1917, to be a Bank Holiday, instead of Wednesday, January 2, 1918.

Colonial Secretary's Office,  
Colombo, December 19, 1917.

By His Excellency's command,  
R. E. STUBBS,  
Colonial Secretary.

IT is hereby notified that the syllabus of subjects annexed to the Notification dated December 10, 1917, and published in the *Government Gazette* of the 14th idem, regarding the examination for the Local Division of the Civil Service of Ceylon, is cancelled.

A syllabus of subjects as finally approved by the Civil Service Commissioners will be published in the *Government Gazette* in due course.

Colonial Secretary's Office,  
Colombo, December 17, 1917.

By His Excellency's command,  
R. E. STUBBS,  
Colonial Secretary.

WITH reference to the notice dated November 10, 1916, and published in the *Government Gazette* of November 17, 1916, the following further despatch dated October 27, 1917, received from the Secretary of State for the Colonies, regarding temporary commissions in the Army, is published for general information.

Colonial Secretary's Office,  
Colombo, December 17, 1917.

By His Excellency's command,  
R. E. STUBBS,  
Colonial Secretary

The Right Hon. WALTER H. LONG, M.P., to Governor Sir JOHN ANDERSON, G.C.M.G., K.C.B.

*Circular.*

Downing street, October 27, 1917.

SIR,—WITH reference to my predecessor's circular despatch of September 29, 1916, with regard to the grant of temporary commissions in the Army to candidates residing in the Colonies and Protectorates, I have the honour to inform you that the Army Council have intimated that, as the supply of candidates for admission to Royal Artillery Officer Cadet Units exceeds the demand, it is most desirable that the number of candidates accepted for the Royal Artillery should be kept to a minimum.

2. Accordingly the Army Council request that candidates for this arm of the service may be advised not to proceed to England unless they have very strong claims to be considered for the Artillery, and, in addition, are prepared to accept admission to an Officer Cadet Unit for Infantry or any other branch of the Imperial Service for which they may be considered most suitable on arrival.

I have, &c.,  
WALTER H. LONG.

## "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information that (a) His Excellency the Governor has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that the villagers of the village of Bamunugama, in the Baladora korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Governor reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, December 17, 1917.

R. E. STUBBS,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lots situated in the village of Bamunugama, in the Baladora korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province:—

Preliminary plan 1,642.			
Lot.		Name of Land.	Extent, A. R. P.
1	..	Dangahamulahenyaya ..	.. 78 3 26
10	..	Galagawahena ..	.. 13 2 34
12	..	Bulugahamulahena ..	.. 6 3 15
94	..	Kongahamulahena ..	.. 7 3 9
97	..	Talgahamulahena ..	.. 11 3 36
			119 1 0

## "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information that (a) His Excellency the Governor has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that the villagers of the village of Pahala Hindagahawewa, in the Baladora korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Governor reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, December 17, 1917.

R. E. STUBBS,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lots situated in the village of Pahala Hindagahawewa, in the Baladora korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province:—

Preliminary plan 1,666.			
Lot.		Name of Land.	Extent, A. R. P.
3	..	Telwewahenyaya ..	.. 16 2 5
7	..	Telwewaismattehena ..	.. 8 3 12
22	..	Kongahamulahena ..	.. 14 1 24
38	..	Kongahamullehena ..	.. 5 0 37
			44 3 38

## "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information that (a) His Excellency the Governor has been pleased to set apart the lot of land described in the schedule hereto annexed, which is the property of the Crown, for a common purpose, to wit, that the villagers of the village of Wettiyawatta, in the Baladora korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lot on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Governor reserves to himself the right to resume absolute possession on behalf of the Crown of the said lot or of any portion thereof whenever he thinks fit.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, December 17, 1917.

R. E. STUBBS,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lot situated in the village of Wettiyawatta, in the Baladora korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province:—

Preliminary plan 1,633.			
Lot.		Name of Land.	Extent, A. R. P.
17	..	Narangahamulahena ..	.. 32 1 16



## "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information that (a) His Excellency the Governor has been pleased to set apart the lot of land described in the schedule hereto annexed, which is the property of the Crown, for a common purpose, to wit, that the villagers of the village of Pabbiliya, in the Baladora korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lot on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Governor reserves to himself the right to resume absolute possession on behalf of the Crown of the said lot or of any portion thereof whenever he thinks fit.

Colonial Secretary's Office,  
Colombo, December 14, 1917.

By His Excellency's command,

R. E. STUBBS,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lot situated in the village of Pabbiliya, in the Baladora korale of the Dewamedhi hatpattu of the Kurunegala District, in the North-Western Province:—

Preliminary plan 1,630.

Lot.	Name of Land.	Extent, A.	R.	P.
45	Bulugahamulahenyaya	106	1	37

## "THE REGISTRARS' PROCEEDINGS VALIDATION ORDINANCE, NO. 3 OF 1912."

*An Order in Council for the purpose of giving validity to certain Registrations of Births and Deaths in the Hambantota District of the Southern Province.*

WHEREAS the registrations specified in the schedule hereto annexed of certain births and deaths by P. J. Thuraiappa, Deputy Registrar of Tangalla town division, in the Hambantota District, are invalidated by reason of the irregularities set forth in the second column of the said schedule:

And whereas no other means are by law provided by which the said registrations may be validated:

It is hereby notified that His Excellency the Governor, in exercise of the powers vested in him by section 3 of "The Registrars' Proceedings Validation Ordinance, No. 3 of 1912," and with the advice of the Executive Council, has been pleased to order and direct as follows:—

That the said registrations be as valid and effectual for all purposes as if the said irregularities had not occurred.

Colonial Secretary's Office,  
Colombo, December 7, 1917.

By His Excellency's command,

R. E. STUBBS,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

Birth entries Nos. 543 of May 5, 1904; 544 of May 5, 1904; 545 of May 6, 1904; 546 of May 9, 1904; 547 of May 10, 1904; 548 of May 10, 1904; 549 of May 24, 1904.	These events were registered by the Registrar before his appointment was sanctioned.
Death entry No. 328 of October 13, 1904, of Tangalla town division, in the Hambantota District of the Southern Province.	Event registered on the information of an unqualified informant.

Order of His Excellency the Governor in Council under "The Enemy Property Ordinance, No. 23 of 1916," as amended by Ordinance No. 5 of 1917.

WHEREAS it is provided by section 8 A (1) of "The Enemy Property Ordinance, No. 23 of 1916," as amended by Ordinance No. 5 of 1917, that the Governor in Executive Council may, by Order in Council, vest in the Custodian of Enemy Property any property belonging to an "enemy subject" within the meaning of the said Ordinance:

And whereas the property enumerated in the schedule hereto belongs to J. Kagerbock, an enemy subject, as set out in the said schedule, and it appears expedient to vest the said property in the said Custodian:

Now, therefore, His Excellency the Governor is pleased, by and with the advice of the Executive Council, to order, and it is hereby ordered, that the aforesaid property is vested in the Custodian of Enemy Property, who is authorized to pay out of it any claims against the said J. Kagerbock.

Colonial Secretary's Office,  
Colombo, December 13, 1917.

By order,  
JOHN SCOTT,  
Clerk to the Executive Council.

## SCHEDULE.

A sum of Rs. 8,692.84 lying to the credit of J. Kagerbock's account in the Chartered Bank of India, Australia, and China at Colombo.



**MONTHLY STATEMENT** issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of November, 1917:—

## 1.—Note Account.

	Rs.	c.		Rs.	c.
Total stock on October 31, 1917	62,368,800	0	In vault on November 30, 1917	24,797,660	0
Add Notes received in November, 1917	1,350,000	0	In circulation on November 30, 1917	38,921,000	0
	63,718,800	0			
Deduct Notes written off in November, 1917..	140	0			
	63,718,660	0		63,718,660	0

## 2.—Coin Account.

	Rs.	c.		Rs.	c.
Coin received for Notes in circulation	38,921,000	0	Investments	19,310,963	42
			Coin in vault	11,759,699	91
			Coin in England	7,850,336	67
	38,921,000	0		38,921,000	0

3.—Average amount of Notes in circulation during the month	..	..	38,909,333	0
Average amount of Coin in vault and in England during the month..	..	..	19,598,370	0

## 4.—Investment Account.

	Face Value.			Face Value.		Face Value.		Cost Price.		Market Value.		
	£.	s.	d.	£.	s.	d.	Rs.	c.	Rs.	c.	Rs.	c.
War Loan 5 per cent.	7,669	11	8	—	—	—	—	—	8,130,650	0	5,550,522	49
Colonial Securities	539,481	17	7	—	—	—	—	—	—	—	—	—
Local Loans	18,000	0	0	—	—	—	—	—	—	—	—	—
India 3½ per cent. Stock	—	—	—	96,000	14	7	—	—	1,290,186	0	875,949	37
Indian War Loan 5 per cent.	—	—	—	—	—	—	4,368,066	67	4,149,663	33	4,138,743	17
Indian Securities	—	—	—	—	—	—	5,833,000	0	5,740,464	9	3,951,857	50
Total	565,151	9	3	96,000	14	7	10,201,066	67	19,310,963	42	14,517,072	53

## 5.—Depreciation Fund.

	Face Value.			Face Value.		Face Value.		Cost Price.		Market Value.		
	£.	s.	d.	£.	s.	d.	Rs.	c.	Rs.	c.	Rs.	c.
War Loan 5 per cent.	29,455	4	7	—	—	—	—	—	2,058,398	30	1,629,526	66
Colonial Securities	96,591	4	0	—	—	—	—	—	—	—	—	—
Exchequer Bonds 5 per cent.	21,600	0	0	—	—	—	—	—	—	—	—	—
Indian Securities	—	—	—	—	—	—	719,100	0	716,293	22	487,190	25
Total	147,646	8	7	—	—	—	719,100	0	2,774,691	52	2,116,716	91
Total of Nos. 4 and 5	712,797	17	10	96,000	14	7	10,920,166	67	22,085,654	94	16,633,789	44

Currency Office,  
Colombo, December 17, 1917.

R. E. STUBBS, Colonial Secretary,  
A. S. PAGDEN, Controller of Revenue,  
BERNARD SENIOR, Colonial Treasurer, } Commissioners  
of Currency.

## NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for supplying provisions, &c., to the Ceylon Volunteers, to be delivered at the Camp of Exercise, Diyatalawa, and elsewhere from time to time, as required, between January 1 and December 31, 1918, also horse food, transport, cooly labour, cleaning of latrines, scavenging of camp.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of

the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, or be sent through the post.

4. Tenders should be marked "Tender for provisioning &c., Ceylon Volunteer Camps, 1918," in the left hand top corner of the envelope, and should reach the Office of the

Controller of Revenue not later than midday on January 15, 1918.

5. The tenders are to be made upon forms which will be supplied upon application at the Volunteer Headquarters, Slave Island, Colombo, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 150 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown. Upon a contract being entered into, the deposits of unsuccessful *bona fide* tenderers will be returned.

7. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

8. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of each bond, and all other necessary information, can be ascertained upon application at the office referred to in section 5.

9. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.

10. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender.

F. J. TOTILL, Captain,

Acting Staff Officer, Ceylon Volunteer Force.

Colombo, December 19, 1917.

**TENDERS** are hereby invited for washing blankets, mattresses, kit bags, haversacks, hospital linen, &c., at Diyatalawa and Colombo, from January 1 to December 31, 1918.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders should either be deposited in the tender box, in the Office of the Controller of Revenue, or be sent through the post.

4. Tenders should be marked "Tender for washing Bedding, &c., of the Ceylon Volunteer Force" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on January 15, 1918.

5. The tenders are to be made upon forms which will be supplied upon application at the Volunteer Headquarters, Slave Island, Colombo, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 50 only will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown. Upon a contract being entered into, the deposits of unsuccessful *bona fide* tenderers will be returned.

7. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

8. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of each bond, and all other necessary information, can be ascertained upon application at the office referred to in section 5.

9. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.

10. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender.

F. J. TOTILL, Captain,

Acting Staff Officer, Ceylon Volunteer Force.

Colombo, December 19, 1917.

**TENDERS** are hereby invited for loading and unloading of goods at Galle and Matara Goods Sheds from persons willing to contract for this service from date of acceptance of the tender for a period of one, two, or three years.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, or be sent through the post.

4. Tenders should be marked "Tender for Loading and Unloading of Goods at Galle and Matara Goods Sheds" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, January 8, 1918.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the General Manager of the Railway, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. The amount of security required will be Rs. 500.

8. The security should be furnished within ten days of acceptance of tender being notified.

9. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders will be treated as informal and rejected.

10. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

11. Fines will be inflicted for delays in complying with orders.

12. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender.

13. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence if called for.

14. Contracts may not be assigned or sublet without the authority of the Tender Board.

15. A Government contractor must not issue a power of attorney to a person whose name is in the defaulting contractors' list authorizing him to carry on the contract.

General Manager's Office,  
Colombo, December 14, 1917.

G. P. GREENE,  
General Manager.

**TENDERS** are hereby invited for the supply of firewood to the Railway Department during 1917-18, the work to commence on February 1, 1918, and to be completed by September 20, 1918. The areas to be exploited and further details are given in the schedule hereto.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tendere should either be deposited in the tender box in the Office of the Controller of Revenue, or be sent through the post.

4. Tendere should be marked "Tender for Railway Firewood, Colombo Division, 1917-18," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, January 15, 1918.

5. The tendere are to be made upon forms which will be supplied upon application at the Forest Office, Ratnapura. No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tendere may be treated as informal and rejected.

6. A deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered, or to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained, nor shall the contractor issue a power of attorney to a person whose name is in the list of defaulting contractors authorizing him to carry on the work under this contract. Further, the contractor shall not employ any person whose name is in the list of defaulting contractors, nor any person whom the Assistant Conservator of Forests, for reasons which appear to him sufficient, objects to after giving due notice in writing.

8. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other necessary information can be ascertained upon application at the office referred to in section 5. A further security in cash of 5 per cent. of the value of the contract will be required of the contractor when entering into the bond.

10. Contractor may be required at any time during the period of his contract to fell, stack, and deliver firewood in a quantity and at a rate not exceeding 25 per cent. in excess of or less than the quantity stipulated.

11. A penalty of 25 cents for every cubic yard of firewood not felled or stacked or delivered at the monthly rates specified in the schedule will be exacted from the contractor.

12. A rate per cubic yard delivered must be quoted, written both in words and figures.

13. Tenderers should read and note a draft contract which is available in the Forest Office, Ratnapura, before they obtain tender forms.

14. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.

15. The Government reserves to itself the right, without question, of rejecting any or all tendere, and of accepting any portion of a tender.

16. For any further information application should be made at the Forest Office, Ratnapura. Steps are being taken to provide a wire shoot for the expeditious transport of firewood from forest.

#### General Conditions.

The following species are not to be cut for firewood, viz. :—Etdemata, lunumidella, rukattana, divikaduru, kaju,

walkaduru, imbul, katuimbul, erabadu, dadap, kottan, kekuna, amba, and gedumba

Each piece of firewood shall be 2 feet in length, not less than 9 inches in girth at the small end, and not more than 2 feet in girth at the big end. All large billets shall be reduced by splitting to within these dimensions.

All firewood supplied shall be stacked in such order and to such height as may be required by the Assistant Conservator of Forests.

Rejected firewood shall be stacked separately, and in lieu of such rejected firewood an equal quantity of good wood shall be cut and supplied.

No tree of any description which a Forest Officer has not marked may be cut, lopped, notched, damaged by adjacent stacking, by fire or by any means whatsoever.

The felling point of any tree shall not exceed one foot from the ground. Trees over 18 inches in girth shall be felled by saw or saw and axe combined.

All wood exceeding 18 inches in girth shall be cut into the specified lengths by means of handsaws or crosscut saws only.

Every part fit for firewood of every tree felled shall be delivered as firewood.

Not less than 5 per cent. of the total annual supply of firewood will be required to be stacked, in addition to the quantity to be supplied monthly, as a reserve to meet emergencies; and further, not less than 20 per cent. to be kept near the Railway line up to June 30, 1918, ready to be removed to the stacking ground.

No felling operation will be permitted in forests after July 31, 1918, and wood for the anticipated supplies for the two following months must be held in stock on that date.

Payment may be made on the responsibility of the Assistant Conservator of Forests for not less than 80 per cent. of the stacked firewood ready for delivery, provided that not less than 5 per cent. of the total annual supply remains stacked at the time as a reserve to meet emergencies; the balance to be paid for on final delivery.

The first batch of firewood must be delivered to the Railway not later than the first week in February, 1918.

Tenderers are advised to thoroughly satisfy themselves as to the work and conditions before tendering.

#### SCHEDULE.

A.—To fell all the trees marked by a Forest Officer, standing in (1) Nelugolle forest, 100 acres, approximately, (2) Dummalsamandiya forest, 88 acres, approximately, and (3) Kendangoda forest, 46 acres, approximately, to convert all such trees felled together with every other fallen tree whatsoever in these areas into firewood so as to yield 5,000 cubic yards, more or less, to transport the firewood to the Railway line between Parokaduwa and Kuruwita, and stack and deliver to the Railway at the rate of not less than 800 cubic yards per month.

B.—To fell all the trees marked by a Forest Officer, standing in a block of Marakele reserved forest, 190 acres approximately, to convert all such trees felled together with every other fallen tree whatsoever including end pieces and outside slabs in this area, into firewood so as to yield 2,000 cubic yards, more or less, to transport the firewood to the Railway line between Parakaduwa and Kendangamuwa and to stack and deliver to the Railway at the rate of not less than 300 cubic yards per month.

C.—To fell all the trees marked by a Forest Officer, standing in Aratna forest, 130 acres, approximately, to convert all such trees felled together with every other fallen tree whatsoever in this area into firewood so as to yield 5,000 cubic yards, more or less, to transport the firewood to Kuruwita Railway Station and stack and deliver to the Railway at the rate of not less than 800 cubic yards per month.

H. F. TOMALIN,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, December 17, 1917.

### SALES OF UNSERVICEABLE ARTICLES.

**W**ILL be sold by public auction on Friday, January 4, 1918, at 12 noon, at the Government Stores, some tin lining, bale cloth, empty cement casks, firewood, &c.

Government Stores, J. GIBB,  
Colombo, December 17, 1917. Colonial Storekeeper.

**N**OTICE is hereby given that the following unserviceable articles belonging to the Northern Province Police will be sold by public auction on Saturday, January 12, 1918, at 2 P.M., at the Police Station, Jaffna:—

4 hurricane lamps	4 big lanterns
3 bull's-eye lamps	2 bicycles (Nos. 21 and 217)
1 search light	1 cot

H. N. WOOD,  
Police Office, Assistant Superintendent of Police.  
Jaffna, December 11, 1917.

**N**OTICE is hereby given that a padda boat belonging to the Public Works Department, and lying at Mundel in the Mundel lagoon, near the 16½ mile, Puttalam-Chilaw road, will be sold by public auction on Friday, January 11, 1918, at 9 A.M. Further particulars can be obtained on application at the Office of the District Engineer, Puttalam.

Public Works Office, R. G. BARTHOLOMEW,  
Colombo, December 14, 1917, for Director of Public Works.

**N**OTICE is hereby given that the following unserviceable articles of the Minor Courts, Chavakachcheri, will be sold by public auction at the Courts premises at 2 P.M. on Wednesday, January 9, 1918:—

4 chairs		1 wooden box		1 clock
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P. VYTHIALINGAM,  
Chavakachcheri, December 11, 1917. Police Magistrate.

### VITAL STATISTICS.

#### Registrar-General's Weekly Health Report of the City of Colombo for the Week ended December 15, 1917.

**Births.**—The total births registered in the city of Colombo in the week were 145 (4 Europeans, 14 Burghers, 77 Sinhalese, 21 Tamils, 27 Moors, 1 Malay, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1917, viz., 267,888) was 28·2, as against 20·1 in the preceding week, 24·4 in the corresponding week of last year, and 21·6 the weekly average for last year.

**Deaths.**—The total deaths registered were 143 (1 European, 9 Burghers, 68 Sinhalese, 30 Tamils, 25 Moors, 3 Malays, and 7 Others). The death-rate per 1,000 per annum was 27·8, as against 25·9 in the previous week, 31·0 in the corresponding week of last year, and 27·1 the weekly average for last year.

**Infantile Deaths.**—Of the 143 total deaths, 30 were of infants under one year of age, same as in the preceding week, against 31 in the corresponding week of the previous year, and 25 the average for last year.

**Stillbirths.**—The number of stillbirths registered during the week was 10.

**Principal Causes of Death.**—Thirteen deaths from *Pneumonia* were registered, 7 in Maradana (including 3 deaths of non-residents in hospitals), 1 in Pettah, 1 in St. Paul's, 1 in Kotahena, 1 in Slave Island, 1 in Kollupitiya, and 1 in Wellawatta, as against 9 in the previous week, and 15 the weekly average for last year. Three deaths from *Bronchitis* were registered.

2. Thirteen deaths from *Phthisis* were registered, 4 in Maradana (including 3 deaths of non-residents in hospitals), 4 in Kotahena, 2 in Kollupitiya, 1 in St. Paul's, 1 in New Bazaar, and 1 in Slave Island, as against 15 in the previous week, and 16 the weekly average for last year.

3. Four deaths from *Enteric Fever*, 3 in Maradana (including 1 death of a non-resident in hospital), and 1 in St. Paul's were registered. No deaths were registered in the previous week, and the weekly average for the last year was 3.

4. Two deaths from *Measles* were registered in Kothena. No deaths was registered in the previous week. Three cases were reported during the week. No cases were reported in the previous week.

5. One death registered (in Maradana) was supposed to be due to *Plague*. No deaths were registered in the previous week. One case was reported during the week. No cases were reported in the previous week.

6. Eighteen deaths from *Enteritis* were registered, 14 from *Debility*, 7 from *Diarrhoea*, 7 from *Dysentery*, 4 from *Infantile Convulsions*, 2 from *Worms*, 1 from *Tetanus*, and 54 from *Other Causes*.

7. Two cases of *Chickenpox* were reported during the week, as against 7 in the previous week.

**State of the Weather.**—The mean temperature of air was 78·8°, against 78·0° in the preceding week and 78·7° in the corresponding week of the previous year. The mean atmospheric pressure was 29·867 in, against 29·893 in. in the preceding week and 29·886 in. in the corresponding week of the previous year. The total rainfall in the week was 1·41 in. against 0·38 in. in the preceding week and 1·70 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, December 18, 1917.

FRED. L. ANTHONISZ,  
for Registrar-General.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## PUBLICATIONS FOR SALE at the Government Record Office, Colombo :—

## Legal.

A General Index to the above three volumes can be had, bound separately, price Re. 1.

A companion volume, containing the Acts of the Imperial Parliament applicable to Ceylon, is available, price Rs. 2.50.

Volume IV., Part I., containing Ordinances No. 8 of 1913 to No. 24 of 1915, price Re. 1.

Volume IV., Part II., containing Ordinances Nos. 1 to 42 of 1916, price 90 cents.

Special Editions of the following, with tables of Sections and Indices, in paper covers, are obtainable :—

	Rs.	c.
Penal Code (2 of 1883), revised edition, 1913	2	50
Penal Code (2 of 1883), in Sinhalese or Tamil, each	1	0
The Courts Ordinance (1 of 1889)	0	50
Municipal Councils Ordinance (6 of 1910)	0	75
Separate copies of Ordinances (in English where available, and, where translations have been published in Sinhalese and Tamil) may be obtained at 5 cents for each 8 pages or portion thereof.		
Laws of Ceylon (second edition)	17	50
Tiruwilangam's Digest of Cases, 1820-1895 :—		
Parts 8 to 14	7	50
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Balasingham's Digest, 1903 to 1908	12	50
Do. 1908 to 1910	12	50
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## Colonial and Departmental Papers.

Copies of Government Minutes, Notifications, Regulations, &c., for every 8 pages octavo or 4 pages quarto	0	5
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Review of the results of the Census	10	0
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Occupation Statistics	5	0
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Reviews of the Administration of Ceylon :—		
1896-1903, by Governor Sir West Ridgway	2	0
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Report and Proceedings of the Labour Commission, 1908	9	0
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Register of Books printed in Ceylon and registered under Ordinance No. 1 of 1885 :—		
Part I., 1885-1888	1	20
Part II., 1888-1892	1	40
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Part V., 1898-1901	2	0
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Report on Dutch Records	1	0
Conquista Temporal, e Espiritual de Cejlaõ, by Padre Fernão de Queyroz (in Portuguese)	21	0
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Do. do. in the North-Central Province	1	0
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Nuwara Eliya, by C. J. R. Le Mesurier, C.C.S.	5	0
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District Maps :—		
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Kegalla and Hambantota, each	2	50
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<b>Archæology, &amp;c.</b>		
Dr. Müller's Report on Inscriptions of Ceylon :—		
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Plates	5	0
Architectural Remains of Anuradhapura (with Plates), by J. G. Smither, F.R.I.B.A. :—		
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Documents respecting the International Naval Conference held in London, December, 1908, to February 1909: (1) Declaration concerning the Laws of Naval War; (2) General Report presented to the Naval Conference on behalf of its Drafting Committee	0	50

#### Purchase of Tea by Government for the United Kingdom.

REFERRING to the notice dated 7th instant published in local newspapers and the form thereto attached—  
(a) In order to secure uniformity, the nett average price must be ascertained by deducting from the gross price the following charges, viz.:—

Charges for receiving and storing; sale expenses; brokerage; agency commission.

(b) In calculating the nett average price of the three years, the quantity sold at the average price of each year must be taken into consideration.

(It would be incorrect to suppose that if the nett average price of 1911 tea was 46, nett average price of 1912 tea was 48, nett average price of 1913 tea was 50, the nett average price of the three years must necessarily be 48.)

Application for any publication in the above List should be made to the *Government Recordkeeper*, at the Colonial Secretary's Office, Colombo, and should be accompanied by payment in advance. Payment should be made by Post Office Order, Government Draft, or Cheque on a Colombo Bank. *Postage-stamps will not be accepted in payment.*

Colonial Secretary's Office,  
Colombo, December, 1917.

C. H. COLLINS,  
Government Recordkeeper.

#### THE CEYLON GOVERNMENT GAZETTE.

*Published every Friday.*

Rs. 12 per annum.—Single copy, 25 cents.

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For second consecutive insertion, two-thirds of the above rates; for third, fourth, fifth, &c., consecutive insertion, one-half of the above rates.

Advertisements for the current week's issue must reach the Government Printer *not later than Wednesday.*

Cheques on outstation Banks must include the usual Bank commission.

Postage stamps are not accepted in payment for advertisements.

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Volumes II. to XIII., price Rs. 10 per unbound volume of twelve Parts and a Digest.

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(Volume I. is out of print.)

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*(Discontinued December, 1891.)*

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The above may be had at the reduced price of Rs. 21 for the set of seven unbound volumes (original price Rs. 42.25).

#### FOR ALL OTHER GOVERNMENT PUBLICATIONS

application should be made to the Government Recordkeeper, Secretariat, Colombo.

December, 1917.

H. C. COTTLE,  
Government Printer.

2. As regards shipment of tea to the United Kingdom, all bills of lading will in all cases be made out in favour of the Food Controller. Shippers will receive as usual from steamer agents bills of lading for all shipments made by them.

These bills of lading when received should be divided into two classes: (a) London controlled tea; (b) Ceylon controlled tea.

The former (a) will be forwarded as usual by shippers to the London representatives of proprietors.

The latter (b) must be handed over at once to the Tea Commissioner, who will arrange for payment for such tea.

Office of the Tea Commissioner,  
Colombo, December 13, 1917.

A. C. ALLNUTT,  
Tea Commissioner.

**Tea for United Kingdom.**

TEA which is under tender to the Food Controller on the terms offered by him need not be insured (*e.g.*, either against war or marine risks), and freight is not payable thereon.

2. As the form published in local newspapers with my notice of 7th instant has in some cases not been plainly understood, I shall be glad to send on application loose printed forms which make the requirements rather plainer.

Office of the Tea Commissioner, A. C. ALLNUTT,  
Colombo, December 15, 1917. Tea Commissioner.

**Resumption of Traffic on Main Roads.**

WITH reference to the notice appearing in the *Ceylon Government Gazette* No. 6,898 of September 14, 1917, it is hereby declared that the Maguru-oya bridge, situated on the 4th mile of the Kurunegala-Narammala road, is now open to traffic.

Public Works Office, A. E. CALDICOTT,  
Colombo, December 17, 1917. for Director of Public Works.

WHEREAS rinderpest has broken out in the village Nugegoda, in Salpiti korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2) of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Nugegoda to Gangodawila road, south by Dewatte road opposite to the Nugegoda C. M. S. Church, west by Kohuwela to Nugegoda road.

This declaration is to take effect from this date.

The Kachcheri, W. R. JANSZ,  
Colombo, November 18, 1917. for Government Agent.

WHEREAS by declaration dated November 8, 1917, and published in *Government Gazette* No. 6,909 of November 16, 1917, the villages of Etbatuwa and Deniya, in East Giruwa pattu of the Hambantota District, were declared an infected area under sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said villages of Etbatuwa and Deniya, of East Giruwa pattu, they are hereby declared free from rinderpest and to be no longer an infected area.

Hambantota Kachcheri, T. W. GOONEWARDENE,  
December 11, 1917. for Assistant Government Agent.

WHEREAS by proclamation dated September 21, 1917, published in *Government Gazette* No. 6,899, Nambede tulana No. 9 and Elimetta tulana No. 10, in Eppawela korale of the Nuwaragam palata, in the North-Central Province, were proclaimed infected areas owing to the existence of hoof-and-mouth disease, it is hereby declared that the said tulanas are now free from disease and are no longer infected areas.

The order shall take effect from the date hereof.

The Kachcheri, H. R. FREEMAN,  
Anuradhapura, December 11, 1917. Government Agent.

WHEREAS hoof-and-mouth disease has broken out in the following villages in the North-Central Province: I, Herbert Rayner Freeman, Government Agent, North-Central Province, do hereby declare, under section 5 (1) of Ordinance No. 25 of 1909, that the said villages are infected areas:—

*Villages referred to.*

Kawarakkulama, Uddiyankulama, and Wanankulama: Uddiyankulama tulana, Uddiyankulama korale.  
Mahapotana and Tikkanpotana: Mahapotana tulana, Mahapotana korale.

Mailagammana: Ihala Kende tulana, Kende korale.  
Nekatuwewa, Wewetiketiya, and Thambalegollewa: Pahala Kende Tulane, Kende korale.

Navakkulame: Ihala Kelegam tulana, Willachchiya korale.

The Kachcheri, H. R. FREEMAN,  
Anuradhapura, December 18, 1917. Government Agent.

WHEREAS hoof-and-mouth disease has broken out in the following tulanas in the North-Central Province: I, Herbert Rayner Freeman, Government Agent, North-Central Province, do hereby declare, under section 5 (1) of

Ordinance No. 25 of 1909, that these tulanas are infected areas:—

*Tulanas referred to.*

Kotawella tulana, No. 72, Tamankaduwa district.  
Moragaswe tulana, No. 67, Tamankaduwa district.  
Kubukwe tulana, No. 29, Kunchittu korale, Hurulu palata.

The Kachcheri, H. R. FREEMAN,  
Anuradhapura, December 18, 1917. Government Agent.

WITH reference to the Proclamation dated July 6, 1917, and published in the *Ceylon Government Gazette* No. 6,890 of August 3, 1917, it is hereby notified that a general license is hereby issued for the export of black tea to the United Kingdom consigned to the Food Controller.

H. M. Customs, F. BOWES,  
Colombo, December 19, 1917. Principal Collector.

**UNIVERSITY OF LONDON.****Colonial Examinations.****MATRICULATION EXAMINATION, JUNE, 1917.—PASS LIST.***Ceylon (Colombo).***First Division.**

- 3032 De Silva, Owen Basil, St. Benedict's College.  
3071 Jayasuriya, Andrew Leonard, Royal College and St. Joseph's College.  
3083 Karalakulasinghe, Tamby-Pillai Albert, St. Benedict's College and Central College, Jaffna.  
3127 Sathianathan, Sigamoney Daniel, Private study.

**Second Division.**

- 3022 Corea, Ernest Bertram Senerat, Wesley College.  
3024 Dalpatadu, Kosmapatabendige Gilbert, Royal College.  
3041 Dias, Induruwage Edmund, St. John's College, Panadure.  
3053 Gomes, Abraham Peter, Private study.  
3057 Gunasekara, Llewellyn Chandrasara, Royal College.  
3060 Gunawardana, Samson Amarasiri, Trinity College, Kandy.  
3064 Hettiaratchy, Charles Edward, Trinity College, Kandy.  
3085 Kariapper, Mahamood Shamsuddeen, Private study.  
3087 Karunaratne, Bertram Ryland, St. Joseph's College.  
3090 Lawrence, Edward Ariyanayagampilly, St. John's College, Jaffna.  
3095 Mendis, Mahamendige Edward, St. John's College, Panadure.  
3107 Perera, Bodiabaduge William, St. John's College, Panadure.  
3108 Perera, Edward, St. John's College, Panadure.  
3112 Phillips, Reginald Herbert, St. Benedict's College.  
3114 Ponnampalam, Candiah, Private study.  
3125 Rode, Evan St. Clair Anthony, St. Anthony's College, Kandy.  
3128 Schokman, George Vernon, Royal College.  
3129 Seenivasagam, Sanmogam, St. Thomas's College and Private tuition.  
3135 Sinnetamby, Nadaraja, Government Training College and St. Thomas's College.  
3162 Wickremasinghe, Collin Herbert, St. Joseph's College.

**FIRST EXAMINATION FOR MEDICAL DEGREES, JULY, 1917.—PASS LIST.***Ceylon (Colombo).*

- 7002 De Saram, Gerald Samuel William, Ceylon Medical College.  
7003 De Silva, Appu Henedige Don Stephen, Ceylon Medical College.  
7006 Rutnam, Alan Raja, Ceylon Medical College.  
7007 Somasundram, Kandiah, Ceylon Medical College.

**SECOND EXAMINATION FOR MEDICAL DEGREES, PART I. JULY, 1917.—PASS LIST.***Ceylon (Colombo).*

- 7051 De Saram, Gerald Samuel William, Ceylon Medical College.  
7053 Senewiratne, Victor Emmanuel Perera, Ceylon Medical College.  
7054 Telesphor, Leavage Don John, Ceylon Medical College.

**INTERMEDIATE EXAMINATION IN SCIENCE (ECONOMICS), 1917.—PASS LIST.***Ceylon (Colombo).*

- 6051 Goonetilleke, Oliver Ernest, B.A., Private study.  
E. B. DENHAM,  
Director of Education.



## Application No. 1,271.

36.2/-  
 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. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Mr. Charles Cowan Goodwin, trading as G. W. Goodwin & Son, of Ordsall lane, Soap Works, Manchester, England, Soap Manufacturer, who claims to be the proprietor thereof, in respect of perfumed soap in Class 48 in the Classification of Goods in the above-mentioned Regulations:—



The essential particular of the Trade Mark is the distinctive label.

Registrar-General's Office,  
Colombo, December 19, 1917.

W. L. KINDERSLEY,  
Registrar-General.

## Application No. 1,272.

2/-  
 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. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Mr. Charles Cowan Goodwin, trading as G. W. Goodwin & Son, of Ordsall lane, Soap Works, Manchester, England, Soap Manufacturer, who claims to be the proprietor thereof, in respect of perfumed soap in Class 48 in the Classification of Goods in the above-mentioned Regulations:—



The essential particular of the Trade Mark is the distinctive label.

Registrar-General's Office,  
Colombo, December 19, 1917.

W. L. KINDERSLEY,  
Registrar-General.

## Application No. 1,273.

26.9/-  
 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. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Mr. Charles Cowan Goodwin, trading as G. W. Goodwin & Son, of Ordsall lane, Soap Works, Manchester, England, Soap Manufacturer, who claims to be the proprietor thereof, in respect of perfumed soap in Class 48 in the Classification of Goods in the above-mentioned Regulations:—



The essential particular of the Trade Mark is the distinctive label.

Registrar-General's Office,  
Colombo, December 19, 1917.

W. L. KINDERSLEY,  
Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF LEE, HEDGES &amp; COMPANY, LIMITED.

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  3. The objects for which the Company is established are—
    - (a) To acquire and take over as a going concern the business or businesses, assets, and liabilities of the firm of "Lee, Hedges & Co," of No. 12, Queen street, Fort, Colombo.
    - (b) To carry on in Ceylon or elsewhere all or any of the following businesses, that is to say:—Merchants, estate agents, commission agents, exporters, importers, forwarding agents, traders, engineers, capitalists, financiers, and concessionaires, and to undertake, carry on, and execute all kinds of financial, commercial trading, and other operations, and to carry on any other business which may seem to be capable of being conveniently carried on in connection with any of those objects, or calculated, directly or indirectly, to enhance the value of, or facilitate the realization of, or render profitable, any of the Company's property or rights.
    - (c) To purchase, charter, hire, build, or otherwise acquire steam or other ships or vessels, steam launches, flats, barges, and cargo boats, with all equipments and furniture, and to employ the same in the conveyance of passengers, mails, live stock, grain, and other agricultural produce, and treasure, and also of goods and merchandise of every description and specie, and also to run vessels to sea to any port or ports whatsoever, whether inland, seaboard, or foreign, and to take vessels, flats, barges, and other steam craft in tow of its vessels, as the Company may from time to time determine, and to acquire postal subsidies, and enter into mail or other contracts.
    - (d) To carry on the business of shipbuilders and shipowners in all its branches, and the business of landing and shipping contractors and carriers by rail or otherwise on land and water, warehousemen and wharfingers, and to sell, let, charter, or otherwise dispose of the vessels and other property of the Company, and to carry on the business of underwriters or insurers of ships goods or merchandise or other property.
    - (e) To carry on the business of tea, coffee, coconut, cocoa, and rubber planters in all their branches, and to grow, produce, prepare, manufacture, and render marketable tea, coffee, cocoa, coconuts, cardamoms, cinchona, rubber, and every kind of produce, and to buy, sell, dispose of, export, and deal in the same in any manner either by wholesale or retail.
    - (f) To carry on the business of timber growers, timber merchants, and saw mill proprietors, and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used.
    - (g) To search for, work, get, raise, convert, refine, crush, smelt, buy, sell, dispose of and deal in plumbago, oil, coal, coke, and ores and minerals of every kind, bricks, tiles, pipes, and to establish work and carry on any mines, quarries, oil wells, mining rights, and brickfields.
    - (h) To advance, deposit, or lend money, securities, and property, to or with such persons and on such terms as may seem expedient, to discount, buy, sell, and deal in bills, notes, warrants, coupons, and other negotiable or transferable securities or documents.
    - (i) To purchase or otherwise acquire, and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of, and deal with property and rights of all kinds, and in particular, tea and coffee, coconut, cocoa, and rubber gardens and estates, stores, factories, rail and tramways, lands, mortgages, debentures, produce, merchandise, metals, minerals, concessions, options, contracts, patents, annuities, licenses, stocks, shares, bonds, policies, book debts, business concerns and undertakings and claims, privileges and choses in action of all kinds.
    - (j) To subscribe for, conditionally or unconditionally, to underwrite, issue on commission or otherwise, take, hold, deal in, and convert stock and shares in any company in which the liability of the members shall be limited to the amount of their shares or stock, and securities of all kinds, and to enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, or co-operation with any person, partnership, or company, and to promote and aid in promoting, constitute, form, or organize companies, syndicates, or partnerships of all kinds, for the purpose of acquiring and undertaking any property and liabilities of this Company or of advancing, directly or indirectly, the objects thereof, or for any other purpose which the Company may think expedient.
    - (k) To construct, execute, carry out, equip, improve, work, develop, administer, manage, or control in Ceylon and elsewhere public works and conveniences of all kinds, which expression, in this Memorandum, includes railways, tramways, docks, harbours, piers, wharves, canals, reservoirs, embankments, irrigations, reclamations, improvements, sewage, drainage, sanitary, water, gas, electric light, telephonic, telegraphic, and power supply works, and hotels, warehouses, markets, and public buildings, and all other works or conveniences of public utility.
    - (l) To purchase, or by other means acquire, and protect, prolong, and renew, in Ceylon or elsewhere, any patents, patent rights, *brevets d'invention*, licenses, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licenses or privileges in respect of the same, and in improving or seeking to improve any patents, inventions, or rights which the Company may at any time acquire or propose to acquire.
    - (m) To acquire and undertake the whole or any part of the business, good will, and assets of any person, firm, or company carrying on or proposing to carry on any of the business which this Company is authorized to carry on, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limited competition, or for mutual assistance with any such person, firm, or company.
    - (n) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital.
    - (o) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
    - (p) To enter into any arrangements with any Governments, or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that seem conducive to the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
    - (q) To prospect, examine, and explore any territories and places in Ceylon and elsewhere, and to employ and equip expeditions, commissions, experts, and other agents.

- (r) To act as agents, attorneys, brokers, or trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, attorneys, brokers, sub-contractors, or others.
- (s) To remunerate any person, firm, or company, rendering services to this Company, whether by cash payment or by the allotment to him or them of shares, debentures, debenture stocks, or securities of the Company credited as paid up in full, or in part, or otherwise.
- (t) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stock, or securities of this Company.
- (u) To support and subscribe to any exhibition or benevolent, charitable, or public object, and to establish, support, and aid any institution, society, or club which may be for the benefit of the Company or its employes, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (v) To sell, lease, exchange, let on hire, or otherwise dispose of the whole or any part of the undertaking of the Company and all or any real or personal property, concessions, rights, privileges, or easements for the time being held by or on behalf of the Company, either together or in portions, for such considerations as the Company may think fit.
- (w) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, debenture stock, or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.
- (x) To pay for any real or personal property or assets of any kind which may at any time be acquired by the Company, or for any services which may at any time be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company either 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 in any other way with power to issue any shares either fully or partially paid up for such purpose.
- (y) To accept as consideration for the sale or disposal of any real or personal property or assets of any kind which may at any time be sold or disposed of by the Company, or in discharge of any other consideration to be received by the Company, either money or the shares (whether wholly or partly paid up) of any company in Ceylon, India, Great Britain, or abroad, or the mortgages, debentures, or obligations of any company or person or partly one and partly another.
- (z) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.

5. The nominal capital of the Company is One million Two hundred thousand Rupees (Rs. 1,200,000), divided into 6,000 cumulative preference shares of One hundred Rupees (Rs. 100) each and 6,000 ordinary shares of One hundred Rupees (Rs. 100) each. Such preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of six per cent. per annum on the capital for the time being paid up thereon and shall rank as regards return of capital in priority to the ordinary shares, but shall not confer the right to any further participation in profits or assets. The shares forming the capital (original, increased, or reduced) of the Company other than the said preference shares, 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.

6. The profits of the Company for each year, which it shall from time to time be determined to distribute, shall (subject to the provisions of clauses 5 and 8 hereof) be applied in the manner and order following:—

- (1) In payment of a fixed cumulative preferential dividend of 6 per cent. per annum on the capital for the time being paid up on the said preference shares.
- (2) The balance of the remaining profits shall be divided among the holders of the ordinary shares in proportion to the amounts paid up on the shares held by them.

7. In a winding up, voluntary or otherwise, the assets available for distribution amongst the Members shall be applied—

- (1) To the payment off of the capital paid up on the said preference shares with the arrears of dividend thereon whether declared or not up to the commencement of the winding up.
- (2) To the payment off of the capital paid up on all the remaining shares and any dividend declared on the said shares up to the date of winding up in accordance with the Articles of Association.
- (3) To the division among the Shareholders, other than the holders of the said cumulative preference shares, in proportion to the amounts paid up on the shares held by them respectively, of any balance remaining after payment of capital and dividend as provided in sub-sections (1) and (2) hereof.

8. The said preference shares may be subdivided and consolidated, and the rights for the time being attached thereto may be modified or dealt with in manner provided in clause 47 of the accompanying Articles of Association but not otherwise, and that clause and also clause 139 of the said Articles of Association shall be deemed to be incorporated herein and have effect accordingly.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
A. S. BERWICK, Nuwara Eliya .. .. .	One
A. P. WALDOCK, Colombo .. .. .	One
C. S. BURNS, Colombo .. .. .	One
G. H. ELLIOTT, Colombo .. .. .	One
A. S. MAIN, Colombo .. .. .	One
DENIS HARTLEY, Colombo .. .. .	One
J. M. PITTENDRIGH, Colombo .. .. .	One

Total number of Shares taken .. .. . Seven

Witness to above signatures, at Colombo, this 22nd day of November, 1917:

D. L. ABEYERATNE, 12, Queen street, Colombo.

## ARTICLES OF ASSOCIATION OF LEE, HEDGES &amp; COMPANY, LIMITED.

## PRELIMINARY.

1. The regulations contained in Table C in the schedule 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.

2. In these Articles, unless the context otherwise requires—

The "Ordinance" shall mean "The Joint Stock Companies Ordinance, 1861," and every other Ordinance incorporated therewith, or which may from time to time be in force in Ceylon concerning Joint Stock Companies, and which may apply to the Company.

The "Company" means "Lee, Hedges & Company, Limited."

The "Register" shall mean the Register of Members to be kept as required by section 19 of "The Joint Stock Companies Ordinance, 1861," or any statutory modification thereof.

"Member" means any person whose name is entered in the Register of Members as owner or joint owner of any share in the Company.

"Month" shall mean calendar month.

"Paid up" shall include "credited as paid up."

"The Directors" shall mean the Directors of the Company for the time being.

"Secretary" shall include any person appointed to perform the duties of Secretary temporarily.

"Dividend" includes bonus.

Words which have a special meaning assigned to them in the statutes shall have the same meaning in these presents. Words importing the singular number only shall include the plural, and the converse shall also apply.

Words importing males shall include females.

Words importing individuals shall include corporations.

3. No part of the funds of the Company shall be employed in the purchase of or in loans upon the security of the Company's shares.

4. It shall be lawful for the Company to pay commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company to any amount not exceeding 10 per cent. of the nominal amount of the shares in each case subscribed or to be subscribed.

## CAPITAL.

5. The initial capital of the Company shall be One million Two hundred thousand Rupees (Rs. 1,200,000), divided into 6,000 cumulative preference shares of One hundred Rupees (Rs. 100) each and 6,000 ordinary shares of One hundred Rupees (Rs. 100) each.

## SHARES AND CERTIFICATES.

6. The shares, except when otherwise provided, shall be under the control of the Directors, who may at any time issue any unissued shares either at par or at a premium and allot and dispose of the same to such persons, on such terms, and in such manner as they think fit. Provided, however, that such unissued shares first be offered by the Directors to such members as at the date of the offer are entitled to receive notices from the Company of General Meetings in the proportions and in the manner provided by clause 44 of these Articles with regard to new shares. The Directors, however, may allot any unissued shares to the vendor or vendors of any properties or assets which may be acquired by the Company in payment or part payment of the purchase price of any such properties or assets or to any person or persons as remuneration for work done for, or services rendered to, the Company without first offering same to the members.

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

8. The Company shall be entitled to treat the person whose name appears upon the register in respect of any share as the absolute owner thereof, and shall, except as ordered by a court of competent jurisdiction or as by Ordinance required, not be under any obligation to recognize any trust or equity or equitable claim to or interest in such share, whether or not it shall have express or other notice thereof.

9. Every Member shall be entitled, without payment, to one certificate, specifying the share or shares held by him, with the distinctive numbers thereof and the amount paid up thereon, or to several certificates each for one or more shares. Such certificate or certificates shall be delivered to the Member within two months after the allotment or registration of the transfer, as the case may be, of such share or shares.

10. If any certificate be defaced, worn out, lost, or destroyed, it may be renewed on payment of One Rupee or such less sum as the Directors may prescribe, and the person requiring the new certificate shall surrender the defaced or worn out certificate, or give such evidence of its loss or destruction and such indemnity to the Company as the Directors think fit.

## JOINT HOLDERS OF SHARES.

11. Where two or more persons are registered as the holders of any share, they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the provisions following:—

- (a) The Company shall not be bound to register more than three persons as the holders of any share.
- (b) The joint holders of any share shall be liable, severally as well as jointly, in respect of all payments which ought to be made in respect of such share.
- (c) On the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognized by the Company as having any title to such share; but the Directors may require such evidence of death as they may deem fit.
- (d) Any one of such joint holders may give effectual receipts for any dividend, bonus, or return of capital payable to such joint holders.
- (e) Only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share, or to receive notices from the Company; and any notice given to such person shall be deemed notice to all the joint holders.

## CALLS ON SHARES.

12. The Directors may, from time to time, make such calls as they think fit upon the Members in respect of all moneys unpaid on their shares, and each Member shall, subject to receiving fourteen days' notice at least, specifying the time and place for payment, pay the amount of calls so made to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

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

14. If the call payable in respect of any share or any instalment be not paid before or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same at such rate, not exceeding ten per centum per annum, as the Directors shall determine from the day appointed for the payment of such call or instalment to the time of actual payment; but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof.

15. If by the terms of the issue of any shares or otherwise any amount is made payable at any fixed time or by instalments at any fixed times, such amount or instalment shall be payable as if it were a call duly made by the Directors, and of which due notice had been given; and all provisions hereof with respect to the payment of calls and interest thereon, or to the forfeiture of shares for non-payment of calls, shall apply to such amount or instalments and the shares in respect of which they are payable.

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

#### TRANSFER OF SHARES.

17. The instrument of transfer of any share in the Company shall be in writing, and shall be executed both by the transferor and transferee, and duly attested, 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.

18. Shares in the Company shall be transferred in the following form, or in any usual or common form of which the Directors shall approve:—

I, *A.B.*, of \_\_\_\_\_, in consideration of the sum of \_\_\_\_\_ paid to me by *C.D.*, of \_\_\_\_\_, (hereinafter called "the said transferee"), do hereby transfer to the said transferee share (or shares) numbered \_\_\_\_\_ in the undertaking called "*LEE, HEDGES & COMPANY, LIMITED*," to hold unto the said transferee, his executors, administrators, and assigns, subject to the several conditions on which I hold the same; and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid.

As witness our hands the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signed by the above-named \_\_\_\_\_ in the presence of \_\_\_\_\_.

19. A share may be transferred by a Member or other person entitled to transfer to any Member selected by the transferor; but save as aforesaid, and save as provided by clause 25 hereof, no share shall be transferred to a person who is not a Member so long as any Member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership is willing to purchase the same at the fair value.

20. Except where the transfer is made pursuant to clause 19 hereof, the person proposing to transfer any shares (hereinafter called the proposing transferor) shall give notice in writing (hereinafter called the transfer notice) to the Company that he desires to transfer the same. Such notice shall specify the sum at which he is willing to sell the same, and shall constitute the Company his agent for the sale of the share to any Member of the Company or person selected as aforesaid at the price so fixed. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

21. If the Company shall be unable to find a Member or person selected as aforesaid willing to purchase the share at the price fixed by the proposing transferor, the Company may have the fair value of the share fixed by the Auditor in accordance with these Articles and may call on the proposing transferor to elect within a period of 14 days from the date of such notice whether he will sell such share at the price so fixed, and the proposing transferor shall within such period elect by notice in writing served on the Company whether he will sell such share at the fair value fixed as aforesaid or retain such share, and if he fail to notify the Company within such period as aforesaid he shall be deemed to have elected to retain such share.

22. If the Company shall within a space of 60 days after being served with the transfer notice find a Member or person selected as aforesaid willing to purchase the share at the price fixed by the proposing transferor or if (in case of the fair value of the share being fixed by the Auditor as provided in clause 21 hereof and the proposing transferor electing to sell such share at the fair value so fixed) the Company shall within a space of 60 days after being served with such notice of election find a Member or person selected as aforesaid willing to purchase the share at such fair value, and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the price fixed by him or such fair value, as the case may be, to transfer the share to the Member or person selected by the Company as aforesaid (hereinafter called the purchasing Member).

23. A certificate in writing signed by the Auditor stating the sum which in his opinion is the fair value of any such share as aforesaid shall be final and conclusive as to the fair value of such share.

24. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive the purchase money and shall thereupon cause the name of the purchasing Member to be entered in the register as the holder of the share, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

25. If the Company shall not within a space of 60 days after being served with the transfer notice or within 60 days of service of the notice of election under clause 21 hereof, as the case may be, find a Member or person selected as aforesaid willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months thereafter be at liberty, subject to clause 28 hereof, to sell and transfer the share or shares (or those not placed by the Company) to any person and at any price not being less than the price fixed by the proposing transferor under clause 20 hereof or the fair value fixed under clause 21 hereof, as the case may be. If, however, the proposing transferor shall have elected to retain the share as provided by clause 21 hereof, he shall not be entitled to sell the same without first giving a fresh transfer notice in accordance with the provisions of clause 20 hereof.

26. The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any transfer notice given to the Company pursuant to clause 20 hereof shall be offered to the Members, and as to their rights in regard to the purchase thereof and in particular may give any Member or class of Members a preferential right to purchase the same. Until otherwise determined, every such share shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

27. The Transfer Books and Register of Members may be closed during such times as the Directors think fit, not exceeding in the whole twenty-one days in each year. The Directors may decline to recognize any instrument of transfer unless (a) a fee not exceeding Two Rupees is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the shares. All instruments of transfer which shall be registered

shall be retained by the Company. The Directors may authorize the registration of transfers without the necessity of any meeting of Directors being held for that purpose.

28. The Directors may decline to register any transfer of a share without assigning any reason therefor.

#### TRANSMISSION OF SHARES.

29. On the death of any Member (not being one of several joint holders of a share) the executors or administrators of such deceased Member shall be the only persons recognized by the Company as having any title to such share.

30. Any person becoming entitled to shares in consequence of the death, bankruptcy, or insolvency of any Member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give) be registered as a Member in respect of such shares, or may, subject to the regulations as to transfers hereinafter contained transfer such shares.

31. A person becoming entitled to a share by reason of the death, bankruptcy, or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

#### FORFEITURE OF SHARES AND LIEN.

32. If any Member fail to pay any call or instalment on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid, together with interest accrued and any expenses incurred by reason of such non-payment.

33. The notice shall name a further day on or before which such call or instalment and all interest accrued and expenses incurred by reason of such non-payment are to be paid, and it shall also name the place where payment is to be made, such place being either the registered office, or some other place at which calls of the Company are usually made payable. 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 such call or instalment is payable will be liable to forfeiture.

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

35. Any shares so forfeited shall be deemed to be the property of the Company, and may be sold re-allotted, or otherwise disposed of in such manner, either subject to or discharged from all calls made or instalments due prior to the forfeiture, as the Directors think fit; or the Directors may, at any time before such shares are disposed of, annul the forfeiture upon such terms as they may approve.

36. Any Member whose shares have been forfeited shall, notwithstanding, be liable to pay the Company all calls and instalments owing upon such shares at the time of forfeiture, together with interest thereon, at such rate not exceeding ten per centum per annum as the Directors shall appoint, down to the date of payment; but the Directors may, if they shall think fit, remit the payment of such unpaid calls or interest or any part thereof.

37. When any shares have been forfeited, an entry shall forthwith be made in the Register of Members of the Company recording the forfeiture and the date thereof, and so soon as the shares so forfeited have been disposed of an entry shall also be made of the manner any date of the disposal thereof.

38. The Company shall have a first and paramount lien upon all shares held by any Member of the Company (whether alone or jointly with other persons) and upon all dividends and bonuses which may be declared in respect of such shares for all debts, obligations, and liabilities of such Member to the Company: Provided always that if the Company shall register a transfer of any shares upon which it has such a lien as aforesaid without giving to the transferee notice of its claim, the said shares shall be freed and discharged from the lien of the Company.

39. The Directors may serve upon any Member who is indebted or under obligation to the Company a notice requiring him to pay the amount due to the Company or satisfy the said obligation, and stating that if payment is not made or if the said obligation is not satisfied within a time (not being less than fourteen days) specified in such notice, the shares held by such Member will be liable to be sold; and if such Member shall not comply with such notice within the time aforesaid, the Directors may sell such shares without further notice.

40. Upon any sale being made by the Directors of any shares to satisfy the lien of the Company thereon, the proceeds shall be applied—first, in the payment of all costs of such sale; next in satisfaction of the debts or obligations of the Member of the Company; and the residue (if any) shall be paid to the said Member or as he shall direct.

41. An entry in the Minute Book of the Company of the forfeiture of any shares, or that any shares have been sold to satisfy a lien of the Company, shall be sufficient evidence, as against all persons entitled to such shares, that the said shares were properly forfeited or sold; and such entry, and the receipt of the Company for the price of such shares, shall constitute a good title to such shares, and the name of the purchaser shall be entered in the register as a Member of the Company, and he shall be entitled to a certificate of title to the shares, and shall not be bound to see to the application of the purchase money. The remedy of the former holder of such shares, and of any person claiming under or through him, shall be against the Company and in damages only.

#### ALTERATION OF CAPITAL.

42. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital by the issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the resolution shall prescribe.

43. The new shares shall be issued upon such terms and conditions and with such rights, priorities, privileges, or restrictions as the resolution sanctioning the increase of capital shall direct, and if no such direction be given as the Director shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting, but this Article shall be subject to the provisions of clause 5 of the Memorandum of Association.

44. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of capital, all new shares shall, before issue, be offered to such Members as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. Such offer shall be made by notice, specifying the number of shares offered 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 person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article. The Directors may also allot any new Shares to the vendor or vendors of any properties or assets which may be acquired by the Company in payment or part payment of the purchase price of any such properties or assets or to any person or persons as remuneration for work done for or service rendered to the Company without first offering same to the Members.



45. Any capital raised by the creation of new shares shall, unless otherwise provided by the conditions of issue, be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls and the forfeiture of shares on non-payment of calls, transfer and transmission of shares, lien, or otherwise, as if it has been part of the original capital.

46. The Company may by special resolution—

- (a) Consolidate its shares or any of them into shares of a larger amount than its existing shares.
- (b) By subdivision of its existing shares, or any of them, divide the whole or any part of its capital into shares of smaller amount than is fixed by the Memorandum of Association; Provided that in the subdivision of the existing shares the proportion between the amount paid and the amount (if any) unpaid on each share of reduced amount shall be the same as it was in the case of the existing share from which the share of reduced amount is derived.
- (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
- (d) Reduce its capital in any manner allowed by law.

#### MODIFICATION OF RIGHTS.

47. Whenever the capital is divided into different classes of shares, the rights and privileges attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a resolution passed at a separate General Meeting of the holders of the shares of the class by a majority consisting of not less than three-fourths of the votes given upon the resolution. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall, *mutatis mutandis*, apply but so that at every such separate General Meeting the quorum shall be a person or persons holding or representing by power of attorney or proxy three quarters of the issued shares of the class.

#### BORROWING POWERS.

48. The Directors may from time to time borrow from bankers or others for the temporary purposes of the Company by way of bills, overdraft, cash credit, or other usual means of obtaining trading accommodation such sum or sums of money as they in their discretion shall consider necessary or desirable for the proper and convenient administration of the Company's finances.

49. In addition to the moneys so borrowed under the preceding clause the Directors may, from time to time, at their discretion, raise or borrow money for the purposes of the Company, and may secure the repayment of the same by mortgage or charge upon the whole or any part of the assets and property of the Company (present or future), including its uncalled or unissued capital, and may issue bonds, debentures, or debenture stock, either charged upon the whole or any part of the assets and property of the Company or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time under the provisions of this clause shall not without the consent of the Company in General Meeting exceed the amount of the share capital of the Company for the time being issued or agreed to be issued. Nevertheless no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

50. Any debentures, debenture stocks, bonds, or other securities, may be issued at a discount, premium, or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors, and otherwise.

51. The Register of Mortgages shall be open to inspection by any creditor or member of the Company without payment, and by any other person on payment of the sum of One Rupee for each inspection.

52. A register of the holders of the debentures of the Company shall be kept at the registered office of the Company and shall be open to the inspection of the registered holder of any such debentures and of any holder of shares in the Company at any time between the hours of two and four in the afternoon. The Directors may close the said Register for such period or periods as they may think fit, not exceeding in the aggregate twenty-one days in each year.

#### GENERAL MEETINGS.

53. The First General Meeting shall be held at such time not being more than three months after the incorporation of the Company and at such place as the Directors may determine.

54. 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 other time or place is prescribed at such time and place as may be determined by the Directors.

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

56. The Directors may, whenever they think fit, and they shall upon a requisition made in writing by the holders of not less than one-tenth of the issued capital of the Company, convene an Extraordinary General Meeting of the Company.

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

58. If the Directors do not proceed to convene a meeting within 21 days from the date of the requisition being so deposited the requisitionists may themselves convene the meeting.

59. In the case of an Extraordinary Meeting convened by the requisitionists under the preceding clause three months' notice shall be given to the Members specifying the place, day, and hour of the meeting and the business to be transacted thereat, and no business other than that stated in the requisition as the objects of the meeting shall be transacted.

#### PROCEEDINGS AT GENERAL MEETINGS.

60. Fifteen days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given), and in the case of special business (other than the confirmation of any resolution as a special resolution) one month's notice at the least specifying the place, the day, and the hour of meeting, and in case of special business the general nature of such business, shall be given to the Members in manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by the Company in General Meeting; but the accidental omission to give notice to any Member, or the non-receipt by any Member of such notice, shall not invalidate the proceedings at any General Meeting.

61. The business of an Ordinary General Meeting, other than the first one, shall be to receive and consider the accounts and balance sheets and the reports of the Directors and Auditors, to elect Directors in place of those retiring, to elect Auditors and fix their remuneration, and to sanction a dividend, and to transact any other business which under these presents ought to be transacted at an Ordinary Meeting. All other business transacted at an Ordinary Meeting and all business transacted at an Extraordinary Meeting shall be deemed special.

62. No business shall be transacted at any General Meeting, except the declaration of a dividend or the adjournment of the meeting, unless a quorum of Members is present at the time when the meeting proceeds to business; and such quorum shall consist of not less than three Members present personally or by proxy or attorney representing not less than one-tenth of the issued capital of the Company.



63. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon the requisition of Members, shall be dissolved. 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 be not present, those Members who are present shall be deemed to be a quorum, and may do all business which a full quorum might have done.

64. The Chairman (if any) of the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there be no such Chairman, or if at any meeting he be not present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of the Directors present to be Chairman; or if no Director shall be present and willing to take the chair, the Members present shall choose one of their number to be Chairman.

65. 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. When a meeting is adjourned for twenty-one days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

66. At any General Meeting every question shall be decided in the first instance by a show of hands; and unless a poll be demanded in the case of a special resolution by at least five persons entitled to vote or in any other case by one or more members or any attorney or attorneys representing one or more Members holding or representing not less than one-tenth of the capital of the Company, or be directed by the Chairman, a declaration by the Chairman that a resolution has been carried or not carried, or carried or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company, shall be conclusive evidence of the facts, without proof, of the number or proportion of the votes recorded in favour of or against such resolution.

67. If a poll be demanded or directed in the manner above mentioned, it shall be taken at such time and in such manner as the Chairman may appoint, and the result of such poll shall be deemed to be the resolution of the Company in General Meeting. In the case of an equality of votes at any General Meeting, whether upon a show of hands or on a poll, the Chairman shall be entitled to a second or casting vote. In case of any dispute as to the admission or rejection of any vote, the Chairman shall determine the same, and such determination made in good faith shall be final and conclusive.

68. A poll demanded upon the election of a Chairman or upon a question of adjournment shall be taken forthwith. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

#### VOTES OF MEMBERS.

69. Upon a show of hands every Member present in person shall have one vote only. Where a Member is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Member on a show of hands. Upon a poll every Member present in person or by proxy or attorney shall have one vote for every share held by him upon which there are no calls in arrear.

70. If any Member be a lunatic or idiot he may vote by his committee, or other legal curator.

71. No member shall be entitled to vote at any General Meeting unless all calls due from him have been paid, and no Member shall without the consent of the Directors, which they shall be under no obligation to give, be entitled to vote in respect of any shares that he has acquired by transfer at any meeting held after the expiration of three months from the incorporation of the Company, unless he has been possessed of the shares in respect of which he claims to vote for at least three months previously to the time of holding the meeting at which he proposes to vote.

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

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

74. The instrument appointing a proxy shall be in writing under the hand of the appointor, or of his attorney duly authorized in writing, or if such appointor be a corporation either under its Common Seal or under the hand of an officer or attorney so authorized. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote, but this provision shall not apply to an attorney under a power of attorney: Provided always that a corporation being a Member of the Company may appoint any one of its officers to be its proxy, and the person so appointed may attend and vote at any meeting and exercise the same functions on behalf of the corporation which he represents as if he were an individual Shareholder.

75. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received at the office before the meeting.

76. The instrument appointing a proxy, and the power of attorney or other authority (if any) under which it is signed or under which the attorney of any member proposes to represent such Member at any meeting or a notarially certified copy of such power or authority, shall be deposited at the registered office of the Company not less than forty-eight hours before the time fixed for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument is authorized to vote, and in default the instrument of proxy or power of attorney shall not be treated as valid.

77. An instrument appointing a proxy shall be in the following form, or in any other form of which the Directors shall approve:—

*Lee, Hedges & Company, Limited.*

I, \_\_\_\_\_, of \_\_\_\_\_, being a member of Lee, Hedges & Company, Limited, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ (a member of the Company) as my proxy 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 \_\_\_\_\_, 19\_\_\_\_, and at any adjournment thereof.

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

#### DIRECTORS.

78. Until otherwise determined by a General Meeting the number of the Directors shall not be less than two or more than seven.

79. The first Directors shall be Alfred Scott Berwick, Arthur Plyer Waldock, and Charles Stewart Burns, who shall hold office until the first Ordinary General Meeting of the Company when they shall all retire, but shall be eligible for re-election.

80. The Directors shall have power from time to time to appoint any other persons to be Directors either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above, and so that no such appointment shall be effective, unless all of the then Directors concur therein.

81. The qualification of every Director (other than the first Directors) shall be the holding in his own right and as sole holder of shares of the Company to the nominal value of not less than Rs. 1,500. A person may be elected before acquiring his qualifications, but in such case he shall not act before acquiring such qualification, and it shall be deemed a condition of such election that he shall acquire the said qualification within one month after election. Any person accepting the office of Director, other than a first Director, shall be deemed to have agreed with the Company that if he shall not otherwise be qualified he will within one month after election take from the Company so many shares as shall be necessary to make up with the shares (if any) which he then holds the amount of his said qualification, and his name shall be entered in the Register accordingly.

82. A Director may with the approval of the majority of the other Directors nominate any person to be his substitute, and such appointment shall have effect, and such substitute whilst he holds office as such shall be entitled to notice of meetings of the Directors and to attend and vote thereat accordingly, and he shall *ipso facto* vacate office if and when the appointor vacates office as a Director or removes the substitute from office, and any appointment and removal under this clause shall be effected by notice in writing under the hand of or by cable from the Director making the same. Article 81 as to the share qualification of a Director shall not apply to a substitute appointed under this Article. A Director may appoint (subject as above provided) one of the other Directors to be his substitute who shall thereupon be entitled to exercise (in addition to his own right of voting as a Director), such appointor's rights at meetings of the Board.

83. There shall be paid to the Directors (other than the Managing Director) as remuneration for their services as Directors such sum as the Company in General Meeting shall from time to time determine, and such remuneration shall be divided among them in such proportions and manner as the Directors may determine, and in default of determination among them equally.

#### POWERS OF DIRECTORS.

84. The Directors shall have power to carry into effect the acquisition of the business, assets, and liabilities of the firm of Lee, Hedges & Company, Colombo, and the purchase, acquisition, or lease of any other businesses, lands, estates, or property they may think fit, or any share or shares thereof.

85. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or Managing Directors, with the assistance of an agent or agents, 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 registration of the Company, and in and about the valuation, purchase, and acquisition of the said businesses and properties, and otherwise in or about the working and business of the Company.

86. The Directors shall have power to make, and may make such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, artizans, labourers, and other servants for such period or periods and with such remuneration and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, 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.

87. 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.

88. 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.

89. 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.

90. It shall be lawful for the Directors, if authorized so to do by a special resolution 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.

91. In furtherance and not in limitation of, and without prejudice to, the general powers conferred or implied in any of the preceding clauses, 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 awards.
- (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.

## MANAGING DIRECTORS.

92. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors for such time and at such remuneration (whether by way of salary or commission or participation in profits, or partly in one way and partly in another) as they may think fit, and a Director so appointed shall not, while holding such office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors, but his appointment shall be subject to determination *ipso facto* if he shall cease from any cause to be a Director, or if the Directors shall resolve that his tenure of such office be determined.

93. The Directors may from time to time confer upon and entrust to the Managing Director or Managing Directors all or any of the powers of the Directors (excepting the power to make calls, forfeit shares, borrow money for other than purposes of temporary finance under clause 48, or issue debentures) that they may think fit. But the exercise of all powers by the Managing Director or Managing Directors shall be subject to such regulations and restrictions as the Directors may from time to time impose, and the said powers may at any time be withdrawn, revoked, or varied.

## DISQUALIFICATION OF DIRECTORS.

94. The office of a Director shall be vacated—

- (a) If he become bankrupt or insolvent or compound with his creditors.
- (b) If he become of unsound mind or is found a lunatic.
- (c) If he be convicted of an indictable offence.
- (d) If he cease to hold the necessary share qualification, or do not obtain the same within one month from the date of his appointment.
- (e) If he absent himself from the meetings of Directors for a period of six months without special leave of absence from the other Directors, or without having appointed a substitute pursuant to Article 82.
- (f) If he give the Directors notice in writing that he resigns his office. But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice has been served upon the Directors or an entry has been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

95. A Director shall not be disqualified by his office from entering into contracts, arrangements, or dealings with the Company nor shall any contract, arrangement, or dealing with the Company be voided, nor shall a Director be liable to account to the Company for any profit arising out of any contract, arrangement, or dealing with the Company by reason or such Director being a party to or interested in or deriving profit from any such contract, arrangement, or dealing, and being at the same time a Director of the Company, provided that such Director discloses to the Board at or before the time when such contract, arrangement, or dealing is determined upon his interest therein, or, if his interest be subsequently acquired, provided that he on the first occasion possible discloses to the Board the fact that he has acquired such interest. But no Director shall vote as a Director in regard to any contract, arrangement, or dealing in which he is interested, or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, nor shall he be reckoned for the purpose of constituting a quorum of Directors.

96. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as the number of Directors is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.

## ROTATION OF DIRECTORS.

97. At the first Ordinary General Meeting of the Company all the Directors shall retire from office and at the Ordinary General Meeting in every subsequent year, two of the Directors shall retire from office, the Directors to retire in each year being those who have been longest in office since their last election, but as between persons who became Directors on the same day the Directors to retire shall (unless they otherwise agree among themselves) be determined by lot. This clause however shall not apply to a Managing Director.

98. A retiring Director shall be eligible for re-election.

99. The Company at the Ordinary General Meeting at which any Director retires in manner aforesaid shall fill up the vacated office, and may fill up any other offices which may then be vacant, by electing the necessary number of persons unless the Company shall determine to reduce the number of Directors. The Company may also, at any Extraordinary General Meeting, on notice duly given, fill up any vacancies in the office of Director, or appoint additional Directors, provided that the maximum hereinbefore mentioned be not exceeded.

100. If at any meeting at which an election of Directors ought to take place the places of the vacating Directors be not filled up, the vacating Directors, or such of them as have not had their places filled up, shall continue in office until the Ordinary General Meeting in the next year, and so on from time to time until their places have been filled up.

101. The Company may from time to time in General Meeting increase or reduce the number of Directors (within the limits prescribed by Article 78), and may alter their qualification, and may also determine in what rotation such increased or reduced number is to go out of office.

102. Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, but any person so chosen shall only retain his office until the next Ordinary General Meeting of the Company, when he shall retire, but he shall be eligible for re-election.

103. The Company in General Meeting 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 person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

104. Seven days' previous notice in writing shall be given to the Company of the intention of any Member to propose any person other than a retiring Director for election to the office of Director: Provided always that, if the Members present at General Meeting unanimously consent, the Chairman of such meeting may waive the said notice, and may submit to the meeting the name of any person duly qualified.

## PROCEEDINGS OF DIRECTORS.

105. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall constitute a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time, summon a meeting of the Directors. It shall not be necessary to give any notice of a meeting of Directors to any Director who is absent from Ceylon.

106. All meetings of the Board shall be presided over by a Chairman, to be chosen at each meeting by the Directors present at such meeting.

107. The Directors may delegate any of their powers to committees, consisting of such Member or Members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any

regulations that may be imposed on him or them by the Directors. The regulations herein contained for the meetings and proceedings of Directors shall, so far as not altered by any regulations made by the Directors, apply also to the meetings and proceedings of any committee.

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

109. The Directors may award special remuneration out of the funds of the Company to any Director going or residing abroad in the interests of the Company, or undertaking any work additional to that usually required of Directors of a company similar to this.

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

#### MINUTES.

111. The Directors shall cause minutes to be made in books provided for the purpose—

- (a) Of all appointments of officers made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of any committee of the Directors.
- (c) Of all resolutions and proceedings at all meetings of the Company and of Directors and of committees of Directors.

#### SEAL.

112. The Directors shall forthwith procure a common seal to be made for the Company, and shall provide for the safe custody thereof. The seal shall not be affixed to any instruments except in the presence of one Director and the Secretary, or such other person as the Directors may appoint for the purpose, and such Director and Secretary, or other person as aforesaid, shall sign every instrument to which the Seal of the Company is so affixed in their presence.

#### DIVIDENDS.

113. Subject to the provisions of the Memorandum of Association and to the rights of the holders of any shares entitled to any priority, preference or special privilege, all dividends shall be declared and paid to the members in proportion to the amounts paid up on the shares held by them respectively. No amount paid on a share in advance of calls shall while carrying interest be treated for the purpose of this Article as paid on a share.

114. The Directors shall lay before the Company in General Meeting a recommendation as to the amount which they consider ought to be paid by way of dividend, and the Company shall declare the dividend (if any) to be paid, but such dividend shall not exceed the amount recommended by the Directors. Any General Meeting may direct payment of any dividend declared at such meeting or of any interim dividends which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London or by the distribution of specific assets, and in particular of paid up shares, debentures, or debenture stocks of the Company, or paid up shares, debentures, or debenture stocks of any other company, or in any other form of specie or in any one or more of such ways, and the Directors shall give effect to such resolution; and where 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 Members 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.

115. No dividend shall be paid otherwise than out of the profits arising from the business of the Company.

116. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company.

117. The Directors may deduct from the dividends payable to any Member all such sums of money as may be due from him to the Company on account of calls or otherwise.

118. Notice of any dividend that may have been declared shall be given to each Member in the manner in which notices are given to the Members. Any dividend or bonus unclaimed by any Member for three years after notice thereof shall have been given as aforesaid 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.

119. The Company may transmit any dividend or bonus payable in respect of any share by ordinary post to the registered address of the holder of such share (unless he shall have given written instructions to the contrary), and shall not be responsible for any loss arising therefrom.

120. No dividend shall bear interest as against the Company.

#### RESERVE FUND.

121. Before the declaration of a dividend the Directors may set aside any part of the nett profits of the Company to create a reserve fund, and may apply the same either by employing it in the business of the Company or by investing it in such manner (not being the purchase of or by way of loan upon the shares of the Company) as they shall think fit or place same on fixed deposit in any bank or banks, and the income arising from such reserve fund shall be treated as part of the gross profits of the Company. Such reserve fund may be applied for the purpose of maintaining or extending the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance fund, or for special dividends or equalizing dividends, or for any other purpose for which the nett profits of the Company may lawfully be used, and until the same shall be so applied it shall be deemed to remain undivided profit. The Directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit either to divide or to place to reserve.

#### ACCOUNTS.

122. The Directors shall cause true accounts to be kept—

- (a) Of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place.
- (b) Of the assets and liabilities of the Company.

123. The books of account shall be kept at the registered office of the Company, or at such other place or places as the Directors may determine. The Directors shall from time to time by resolution determine whether and to what extent and at what times and places and on what conditions the books and accounts of the Company, or any of them, shall be open to the inspection of the Members, and the Members shall have only such rights of inspection as are given to them by Ordinance or by such resolution as aforesaid.

124. A balance sheet and profit and loss account shall be made out and laid before the Company at the Ordinary General Meeting in every year, made up to a date not more than six months before such meeting. The balance sheet shall be accompanied by a report of the Directors upon the general state of the Company, and a recommendation as to the amount (if any) which the Directors consider ought to be paid by way of dividend, and as to the amount (if any) which they propose to set aside as a reserve fund.

125. A copy of the balance sheet and report shall, seven clear days previously to such meeting, be served on every Member entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served.

#### AUDIT.

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

127. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration. He or they shall hold office till the Second General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the Ordinary General Meeting of the Company in each year by the Members 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 appointment or until otherwise ordered by a General Meeting.

128. 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.

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

130. If any vacancy that may occur in the office of Auditors 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 or persons who shall hold office until the next Ordinary General Meeting after his or their appointment.

131. 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.

132. 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.

#### INDEMNITY.

133. Every Director, Managing Director, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses, and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him at such officer or servant or in any way in the discharge of his duties, including travelling expenses, and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company, and have priority as between the Members over all other claims.

#### NOTICES.

134. Every Member shall register with the Company an address in Ceylon to which notices may be sent, and any notice required to be given to such Member may be served by the Company upon such Member, either personally or by sending it through the post in a repaid letter addressed to such Member at his registered address.

135. No Member shall be entitled to have a notice served on him at any address outside Ceylon, and no Member who has neglected to register with the Company an address in Ceylon shall have any right to be served with any notices by the Company, and any notice published in the *Ceylon Government Gazette* shall be deemed to be good and sufficient notice to such Member for all purposes.

136. Any notice, if served by post, shall be deemed to have been served twenty-four hours after the letter containing the same shall have been posted; and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office or into any post box subject to the control of the Post Office.

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

#### WINDING UP.

138. Any Member, whether a Director or not, and whether alone or jointly with any other Member or Director, and any person not a Member, 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.

139. 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, 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 at the places and on the dates hereafter written.

A. S. BERWICK.  
A. P. WALDOCK.  
C. S. BURNS.  
G. H. ELLIOTT.  
A. S. MAIN.  
DENIS HARTLEY.  
J. M. PITTENDRIGH.  
D. L. ABEYERATNE,  
Colombo, Clerk,

Witness to the above signatures, at Colombo, this 22nd day of November, 1917:



## MEMORANDUM OF ASSOCIATION OF THE TRAFFORD HILL RUBBER ESTATES, LIMITED.

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

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

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand (50,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.



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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
G. BEMELMANS, Wattarantenne, Kandy .. .. .	One
L. VAN GOITSENHOVEN (by his attorney G. BEMELMANS, Paris) .. .. .	One
N. RAYNER, Dalukgalla, Pelmadulla .. .. .	One
J. A. HENDERSON, Colombo .. .. .	One
H. J. HANSCOMB, Colombo .. .. .	One
FRANCIS J. HOLLOWAY, Trafford Hill, Galagedera .. .. .	One
G. K. LOGAN, Colombo .. .. .	One
Total number of Shares taken .. .. .	Seven

Witness to the signatures of GEORGE BEMELMANS, LOUIS VAN GOITSENHOVEN (by the said GEORGE BEMELMANS), N. RAYNER, JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, at Colombo, this 20th day of November, 1917:

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

Witness to the signature of FRANCIS JOSEPH HOLLOWAY, at Kandy, this 23rd day of November, 1917:

F. C. THEOBALD,  
Plumbago Merchant, Morankande Mines, Galagedera.

#### ARTICLES OF ASSOCIATION OF THE TRAFFORD HILL RUBBER ESTATES, 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 Trafford Hill Rubber Estates, 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.

5. (a) The first business of the Company shall be to acquire from the said George Bemelmans, Esq., Louis van Goitsenhoven, Esq., and Francis Joseph Holloway, Esq., the said Trafford Hill Group of estates referred to in clause 3 (1) of the Memorandum of Association, and for the purpose of doing so the Directors shall forthwith affix the seal to an agreement with the proprietors of the said group of estates in the terms of the draft, a copy whereof has, for the purpose of identification been subscribed by Eustace Frederick de Saram, a Proctor of the Supreme Court, with full power, nevertheless,

from time to time to agree to any modification of the terms of such agreement, either before or after the execution thereof. The Company is formed on the basis that the said agreement shall be entered into with or without modification as aforesaid, and that the said George Bemelmans and Francis Joseph Holloway are to be among the first Directors of the Company, and accordingly it shall be no objection to the said agreement that the vendors or any of them derive any benefit thereunder or that they as vendors and Directors stand in a fiduciary position towards the Company, or that they do not in the circumstances constitute an independent board; and every shareholder of the Company, present or future, is to be deemed to join the Company on this basis.

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 Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand (50,000) 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 in the case of shares not fully paid up 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 share 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 except as a matter of grace or favour.

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

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

#### BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power 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 up to ten shares, he shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares, an additional vote for every twenty-five shares beyond the first one hundred shares. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

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

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

*The Tafford Hill Rubber Estates, 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 Five hundred Rupees (Rs. 1,500) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be George Bemelmans, Esq., of Wattarantenne estate, Kandy; Francis Joseph Holloway, Esq., of Tafford Hill estate, Galagedera; and James Alexander Henderson, 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.

89 (a) In accordance with the terms of the agreement referred to in Article 5 (a) the said George Bemelmans shall be managing Director of the Company so long as he is a Director of the Company.

90. *Directors may appoint Managing Director or Directors; his or their remuneration.*—Subject to the provisions of Article 89 (a) 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.

90 (a) The firm of Henderson & Company, of Colombo, or its successors, shall be the Agents and Secretaries of the Company for a term of ten years from the date of the incorporation of the Company upon such terms and conditions as shall or may be agreed upon between the said firm and the Company.

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 Trafford Hill group of estates.

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 Trafford Hill group 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, artizans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artizans, 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, for 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, artizans, 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 at the registered office of the Company as the Directors think fit.

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

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

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

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

## DIVIDENDS, BONUS, AND RESERVE FUND.

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

131 A. *Payment of dividends in specie.*—Any General Meeting may direct payment of any dividend declared at such meeting or of any interim dividends which may subsequently be declared by the Directors, wholly or in part in sterling by means of drafts or cheques on London, or 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 other form of specie, or in any one or more of such ways, and the Directors shall give effect to such direction; and where 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.

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 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.

G. BEMELMANS.

L. VAN GOITSENHOVEN (by his attorney G. BEMELMANS).

N. RAYNER.

J. A. HENDERSON.

H. J. HANSCOMB.

FRANCIS J. HOLLOWAY.

G. K. LOGAN.

Witness to the signatures of GEORGE BEMELMANS, LOUIS VAN GOITSENHOVEN (by the said GEORGE BEMELMANS), N. RAYNER, JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, at Colombo, this 20th day of November, 1917 :

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

Witness to the signature of FRANCIS JOSEPH HOLLOWAY, at Kandy, this 23rd day of November, 1917 :

F. C. THEOBALD,  
Plumbago Merchant, Morankande Mines, Galagedera.

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF THE VAUXHALL RUBBER COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "THE VAUXHALL RUBBER COMPANY OF CEYLON, 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 Laksahena estate, situated in the District of Matale, in the Central Province.
- (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 Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand (5,000) 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.
HERBERT BOIS, Colombo .. .. .	One
G. L. BURNE, Colombo .. .. .	One
W. H. SMALLWOOD, Colombo .. .. .	One
Witness to all the above signatures, at Colombo, this 10th day of November, 1917:	
SYDNEY JULIUS, Proctor and Notary Public, Colombo.	
GEO. M. CRABBE, Ratnapura .. .. .	One
Witness to the above signature, at Colombo, this 20th day of November, 1917:	
E. R. WILLIAMS, Proctor, Supreme Court, Colombo.	
C. M. GORDON, Colombo .. .. .	One
Witness to the above signature, at Colombo, this 22nd day of November, 1917:	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
V. A. JULIUS, Colombo .. .. .	One
F. H. YEATS, Colombo .. .. .	One
Witness to the above signatures, at Colombo, this 22nd day of November, 1917:	
E. R. WILLIAMS, Proctor, Supreme Court, Colombo.	
Total number of Shares taken	Seven

#### ARTICLES OF ASSOCIATION OF THE VAUXHALL RUBBER COMPANY OF CEYLON, LIMITED.

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

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

#### INTERPRETATION CLAUSE.

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

The word "Company" means "The Vauxhall Rubber Company of Ceylon, 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 any person whose name is entered in the Register of Shareholders as owner or joint owner of any share in 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*.

"Holder" means a Shareholder.

#### BUSINESS.

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

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

## CAPITAL.

4. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 5,000 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 for or services rendered to the Company, and that without offering the shares so allotted to the Shareholders.

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

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

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

13. Shares may be registered in the name of a firm or partnership, 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 jointly.

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

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

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

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

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

20. If any certificate be worn out or defaced, then, upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof may 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 have a lien or otherwise, or in case of shares not fully paid up, to any person not approved by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

31. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificates for the shares to be transferred and 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.

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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 in respect of any other debt, liability, or engagement whatsoever, 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 create, issue, and execute upon such terms and conditions as they shall think fit mortgage debentures secured by mortgage of the property and assets of the Company or any part thereof for the purpose of securing to the vendors of the Laksahena estate, or their nominees, the sum of Rs. 160,000, part of the purchase price of Laksahena estate. Also 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, exclusive of the said sum of Rs. 160,000 to be secured as aforesaid, 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 MEETINGS.

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

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 Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder 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 be present or to vote either personally or by proxy or attorney 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 shall be entitled to be present or 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 registered as the holder 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 person shall be entitled to hold a proxy who is not a Shareholder in the Company, but this rule shall not apply to a power of attorney.

83. The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor (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.

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

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

*The Vauxhall Rubber Company of Ceylon, 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 \_\_\_\_\_.

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

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

**DIRECTORS.**

87. The number of Directors shall never be less than two or more than 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 twenty-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.

88. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Three thousand Rupees (Rs. 3,000) 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 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 Herbert Gordon Bois, Cosmo Moray Gordon, and George Mortimer Crabbe, 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. A General Meeting may from time to time increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

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 Laksahena 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 or registered Company being the Secretaries, being signified by a partner or duly authorized manager, secretary, attorney, or agent of the said firm or Company, signing for and on behalf of the said firm or Company 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 or Auditors of the Company and fix his or their remuneration. He or they shall hold office till the second General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the 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 or persons who shall hold office until the next Ordinary General Meeting after his or their 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 may direct payment of any dividend declared at such meeting or of any interim dividends which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London, or 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 other form of specie, or in any one or more of such ways, and the Directors shall give effect to such direction; and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

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 in Ceylon 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. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 149 shall not be entitled to be given any notices.

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

## ARBITRATION.

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

## EVIDENCE.

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

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names.

HERBERT BOIS.  
G. L. BURNE.  
W. H. SMALLWOOD.

Witness to all the above signatures, at Colombo, this 10th day of November, 1917:

SYDNEY JULIUS.

GEO. M. CRABBE.

Witness to the above signature, at Colombo, this 20th day of November, 1917:

E. R. WILLIAMS,  
Proctor, Supreme Court, Colombo.

C. M. GORDON.

Witness to the above signature, at Colombo, this 22nd day of November, 1917:

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

V. A. JULIUS.

F. H. YEATS.

Witness to the above signatures, at Colombo, this 22nd day of November, 1917:

E. R. WILLIAMS,  
Proctor, Supreme Court, Colombo.

## The Colombo Public Hall Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 11, Queen street, Colombo, on January 3, 1918, at noon.

*Business.*

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

That the Memorandum of Association of the Company be altered by the insertion of a clause, as follows:—

"3 D. The sale of 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."

Should the above resolution be duly passed, a further Meeting of the Shareholders will be called at a later date to confirm same as a special resolution.

By order of the Board,  
G. C. SLATER,  
Secretary.

Colombo, December 14, 1917.

## Auction Sale.

UNDER decree entered in case No. 48,421 of the District Court of Colombo in favour of Welatantrige Ana Botejoe Hamine and against Wanaguruge Don Samel Appuhamy de Hokandara and another, and by virtue of the order to sell issued to me, I shall sell the following property specially bound and executable for the recovery of the amount therein stated, to wit:—

On Thursday, January 17, 1918, at 4 P.M., at the spot.

All that undivided  $\frac{1}{2}$  share of the portion of land called Kaluhettiyawatta and of the trees and plantations thereon, with the tile roofed house constructed thereon, situated in the village Hokandara, in the Palle pattu of Hewagam korale, and containing in extent about 30 acres of land.

C. P. AMERASINGHE,  
Auctioneer and Broker.

1, Huttisford, Colombo.

## Auction Sale of Valuable Property.

By virtue of order issued to me in case No. C/47,341, District Court of Colombo, in execution of mortgage decree entered in favour of Liyanage Ranmalhamy, administratrix of estate of K. Bastian de Silva, deceased, against Galbokkayawage Peeris Silva and Henry Peeris, assignee of the insolvent estate of the said Peeris Silva, both of Karagampitiya, I shall sell by public auction, for the recovery of the moneys stated therein, at the spot, on Saturday, January 12, 1918, at 4 P.M.

All that allotment of land marked letter A of Badullagahawatta and the trees and plantations thereto belonging, and all the buildings thereon, situated at Karagampitiya, Palle pattu, Salpiti korale, in extent 35 85/100 perches.

For particulars apply to C. A. Rodrigo, Proctor, Supreme Court, and Notary.

A. AMIT,  
Auctioneer.

126, Huttisford.

## Auction Sale of Valuable Property.

By a commission issued from the District Court of Colombo in partition case No. C/44,834 of the District Court of Colombo, I will sell by public auction, on Saturday, February 2, 1918, at 3.30 P.M., at the spot:—

The divided  $\frac{1}{2}$  of the garden called Ambegahawatta, with the buildings standing thereon, situate at Kudaedanda, in Wattala, Ragam pattu, Alutkuru korale, in extent about 2 $\frac{1}{2}$  acres.

The property will be first put up for sale amongst the co-owners at the amount at which it has been appraised, and if there be no bidders exceeding such amount, then the property will be put up immediately thereafter to the highest bidder amongst the public without reserve.

For particulars apply to Messrs. M. R. & M. S. J. Akbar, Proctors and Notaries, Colombo.

A. AMIT,  
Commissioner and Auctioneer.

## Auction Sale.

UNDER the mortgage decree in case No. 7,125 of the District Court of Kalutara, entered in favour of Don Suwaris Karunaratne of Henegama, against the defendant Weerawarnakurukulasooriyaboosabaduge Mariya Fernando of Alutgama, the legal representative over the estate of Weerakonda-aratchige Migel Silva, and by virtue of order issued to me, I shall sell the under-mentioned properties declared specially bound and executable for the recovery of the sum of Rs. 1,279, with interest on Rs. 744 at 16 per cent. per annum from October 3, 1916, till June 26, 1917, and thereafter at the rate of 9 per cent. per annum on the aggregate amount, till payment in full, and the costs of suit Rs. 221.22, by public auction, at the respective spots, commencing from 10.30 A.M., on Saturday, January 12, 1918:—

1. The undivided  $\frac{1}{2}$  share of the three tiled boutique rooms built thereon and an undivided  $\frac{1}{9}$  share of the soil and of the trees (exclusive of the rail road leading through the centre thereof) of the portion called Santakurusiawattakebella situated at Alutgama; and bounded on the north by Palliyatta alias Gammiyawatta, on the east by the high road, on the south by the portion of the same land belonging to Kurugamage Bastian, and on the west by the portion of 30 fathoms of this land, within these of the extent of 1 rood.

2. The undivided  $\frac{1}{2}$  share of the four thatched boutique rooms and of the ground covered by them (exclusive of the tiled boutique room built with cabook on the western side from the rail road standing thereon) of the portion through which the new road leads of the garden called Santakurusiawatta on the western side from the old high road, situated at Alutgama aforesaid; and bounded on the north by Palliyawatta, on the east by the old high road, on the south by the  $\frac{1}{2}$  portion of Santakurusiawatta allotted to Kurugamage Bastian, and on the west by the portion of this same garden belonging to Nicholas Peiris, within these of the extent of about  $\frac{1}{2}$  an acre.

W. GABRIEL SILVA,  
Auctioneer.

Kalutara, December 11, 1917.

## Auction Sale.

UNDER the mortgage decree in case No. 7,123, District Court of Kalutara, entered in favour of Don Suwaris Karunaratna of Henegama, against the defendants Aliyamariyan Hajiyar Mohamradu Abubakar Lebbe and wife Mariya Muttu Natchiar of Deenagoda, and by virtue of order issued to me, I shall sell the under-mentioned property declared specially bound and executable for the recovery of the sum of Rs. 2,000, with interest at 9 per cent. per annum from October 3, 1916, till payment in full, and costs Rs. 172.45, by public auction at the spot, commencing from 1 P.M., on Saturday, January 12, 1918:—

The entire soil and the remaining trees (exclusive of the planter's share of the trees thereon) of the garden called Mandawalaovita, situated at Deenagoda in Beruwal badda; and bounded on the north by the river, east by Marikkarovita, south by Mandawalaovita belonging to Ahammado Lebbe Marikkar Vedarala and others, and on the west by Mandawalaovita belonging to Uduma Lebbe Marikkar, Notary, and others, or the road; containing in extent about 2 acres.

W. GABRIEL SILVA,  
Auctioneer.

Kalutara, December 11, 1917.

## Sale Under Mortgage Decree.

UNDER and by virtue of the order to sell issued to me in case No. 11,862, D. C., Negombo (Avenna Vana Kana Nana Ramasamy Pulle of Negombo vs. Meeyan Muna Mohideen Ibrahim Saibo of Dummalasuriya and 5 others), I shall sell by public auction on Saturday, January 5, 1918, at the respective spots, commencing at 11 A.M., the under-mentioned properties:—

1. The portion of land called Makullagahahena, situate at Dummalasuriya, in Yagam pattu of Katugampola hatpattu, Kurunegala District, with the plantations and buildings thereon, containing in extent 1 parrah of natcherin (kurakkan) sowing extent.



2. The high and low land called Thimbirigasptiyagama *alias* Thimbirigasptiya, situate at Kekunawala, in Yagam pattu korale and district aforesaid, containing in extent 105 acres 3 roods and 26/100 perches, together with the plantations, buildings, and appurtenances belonging thereto.

Further particulars from De Silva & Perera, Proctors, Supreme Court, Negombo, or—

Negombo, December 10, 1917. H. R. DIRCKZE, Auctioneer.

**Auction Sale of Properties at Hettimulla, in the District of Negombo.**

UNDER decree in case No. 12,094, D. C., Negombo, entered in favour of the plaintiff Seena Nana Kuna Pana Arumugam Chetty of Negombo, against the defendant Menchahamy *alias* Matinnahamy of Hettimulla, widow and legal representative of the estate of the late Ethandahettigamage Siman Appu of Hettimulla, deceased, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by bond No. 19,089 dated May 23, 1910, and No. 19,525 dated August 16, 1911, both attested by Notary H. M. de Silva, by public auction at the respective spots, commencing at 10 A.M., on Saturday, January 19, 1918:—

**SCHEDULE A.**

1. The portion of land called Kahatagahawatta, situate at Hettimulla in Yatigaha pattu of the Hapitigam korale, in the District of Negombo, containing in extent 2 roods and 38 perches.

2. The portion of land called Godakele, situate at Hettimulla aforesaid, containing in extent 2 roods and 4 perches.

3. The field called Gammassama, situate at Hettimulla aforesaid, containing in extent 6 kurunies of paddy sowing ground; of this field an undivided  $\frac{1}{4}$  share.

**SCHEDULE B.**

4. (1) The portion of land called Godakele, situate at Hettimulla aforesaid, containing in extent 2 acres 1 rood and 12 perches.

5. (2) The Godellakele *alias* Kahatagahawatta, situate at Hettimulla aforesaid, containing in extent 1 acre 1 rood and 8 perches.

The above lands, together with all the plantations and buildings, and all the appurtenances thereof are mortgaged as primary mortgage.

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

Negombo, November 20, 1917. M. P. KURERA, Auctioneer.

**Auction Sale of a Property at Grand Street, in the Town of Negombo.**

UNDER decree in case No. 11,789, D. C., Negombo, entered in favour of the plaintiff Jasentukankanama-lake Charles de Silva of Mahahunupitiya in Negombo, against the defendant Mellawa-arachchige Julis Perera Appuhamy of Pannala, in Kurunegala District, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property mortgaged by the defendant, by bond No. 19,389 dated February 18, 1911, and attested by Notary H. M. de Silva, by public auction, at the spot at 4 P.M., on Thursday, January 17, 1918:—

The  $\frac{2}{4}$  shares of the land called Dehigahawatta, at Grand street within the gravets of Negombo, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent 13 perches, together with the buildings standing thereon.

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

Negombo, November 26, 1917. M. P. KURERA, Auctioneer.

**Auction Sale of a Property at Asgiriwalpola, in the District of Negombo.**

UNDER decree in case No. 12,158, D. C., Negombo, entered in favour of the plaintiff Pattiwilage Rokino

Fernando of Madalgamuwa against the defendants (1) Lankahaluge Yohana Fernando and husband (2) Ratnapuli-hewaradage Singa Fernando of Asgiriwalpola, Dasiya pattu of Alutkuru korale, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property, mortgaged by bond No. 2,679, dated January 16, 1914, and attested by Notary D. J. Jayawardana, by public auction, at the spot, at 4 P.M., on Friday, January 18, 1918:—

The portion of land called Gorakagahawatta *alias* Gorakagahalanda, situate at Asgiriwalpola, in Dasiya pattu of Alutkuru korale, in the District of Negombo, Western Province, containing in extent about 3 acres, together with the cadjan thatched house and the other buildings standing thereon.

Further particulars from T. Jno. S. Goonawardana, Esq., Proctor, Negombo, or—

Negombo, November 26, 1917. M. P. KURERA, Auctioneer.

**Auction Sale of Properties at Mahahunupitiya in Negombo.**

UNDER decree in case No. 11,789, D. C., Negombo, entered in favour of the plaintiff Pina Sura Amarna Thana Arunasalam Chetty of Negombo against the defendants (1) Subasinha Arachchige *alias* Amarantunga Arachchige Dona Isohamy *alias* Martham of Mahahunupitiya, in Dunagaha pattu of Alutkuru korale, widow of Jayasinha Arachchige Don Rappi Appuhamy of Mahahunupitiya, deceased, (2) Jayasinha Arachchige Don Pedro Appuhamy and wife, and (3) Pottawatte Vitarriage Dona Engaltina Hamine, both of Mahahunupitiya aforesaid, and by virtue of the order issued to me for the recovery of the amount therein stated, less sum of Rs. 400, I shall sell the under-mentioned properties, mortgaged by bond No. 6,460 dated May 23, 1914, and attested by Notary M. D. C. S. Goonasekara, by public auction at the respective spots, commencing at 10 A.M., on Thursday, January 17, 1918:—

1. The land called Millagahawatta or the  $\frac{1}{4}$  share of the field Madithiyagahakumbura, situate at Mahahunupitiya, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province, containing in extent about 2 acres and 1 rood.

2. The land called Delgahawatta and the cadjan thatched house standing thereon, situate at Mahahunupitiya aforesaid, containing in extent about 3 acres.

3. The land called Delgahawatta, situate at Mahahunupitiya aforesaid, containing in extent about 2 acres and 2 roods.

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

Negombo, December 10, 1917. M. P. KURERA, Auctioneer.

**Auction Sale of an Excellent partly planted Coconut Property with few Trees in bearing, at Baranankatua, in the Puttalam District.**

Extent: 30 acres 1 rood and 28 perches. *Full Crown Grants.*

UNDER decree in case No. 12,058, D. C., Negombo, entered in favour of the plaintiffs (1) Lily Julia Aserappa assisted by her husband, (2) Walter Nicholas Aserappa, Advocate, of Negombo against the defendant Rawanna Mana Moona Veena Vithethan Chetty of Madampe, in the Chilaw District, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property, mortgaged by bond No. 1,036, dated June 15, 1914, and attested by Mr. D. L. E. Amerasinghe, Notary, by public auction at Chilaw, at the office of Basil Anderson, Esq., Proctor, Supreme Court, on Saturday, January 12, 1918, at 4 P.M. viz.:

Four contiguous blocks of land called Palugahamukalana, Weeragahamukalana, Baranankatu-kele *alias* Pilakka-maduakele, and Baranankatu-kele *alias* Pilakamadukele, now forming one land, situate at the village Baranankatua, in Rajakumarawanni pattu of Puttalam pattu, in the District of Puttalam, North-Western Province, containing in extent 31 acres 1 rood and 28 perches.



The above described property lies within four miles from the projected site of the railway station at Mundel, bordering the Baranankatuawewa (tank).

Further particulars from A. E. Aserappa, Esq., Proctor, Negombo, or—

Negombo, December 13, 1917. M. P. KURERA, Auctioneer.

**Auction Sale of Properties at Makevita and Gonagaha, in the District of Negombo.**

UNDER decree in case No. 11,711, D. C., Negombo, entered in favour of the plaintiff V. R. R. M. Leckchamaran Chetty of Negombo, against the defendant Suraweenarachige Don Carolis Appuhamy of Gonagaha 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 Monday, January 14, 1918, viz. :—

At 2 P.M.  
(1) An undivided  $\frac{1}{4}$  share of the land called Gorakagahawatta, situate at Makevita, in Ragam pattu of Alutkuru korale, in the District of Colombo, in extent about  $1\frac{1}{2}$  acres.

At 2.15 P.M.  
(2) The land called Kekunadalupotha, situate at Makevita aforesaid, in extent about  $\frac{1}{2}$  an acre.

At 3 P.M.  
(3) The land called Etambagahawatta, situate at Gonagaha, in pattu and korale aforesaid, in extent 1 acre 1 rood and 8 perches, and the buildings standing thereon.

At 3.15 P.M.  
(4) The western  $\frac{3}{7}$  share, in extent about 3 acres, of the land called Bogahawatta, situate at Gonagaha aforesaid.

At 3.30 P.M.  
(5) The land called Kosgahawatta, situate at Gonagaha aforesaid, in extent about 1 acre.

At 3.45 P.M.  
(6) The north-western  $\frac{3}{4}$  share, in extent about 2 roods, of the land called Bogahawatta, situate at Gonagaha aforesaid, in extent about  $1\frac{1}{2}$  acres.

At 4 P.M.  
(7) The undivided northern  $\frac{1}{4}$  share, of the land called Gorakagahawatta, situate at Gonagaha aforesaid, in extent about  $2\frac{1}{2}$  acres.

At 4.15 P.M.  
(8) All that  $\frac{1}{7}$  share of the land called Etambagaha alias Bogahawatta, situate at Gonagaha aforesaid, which said  $\frac{1}{7}$  share is in extent about 1 acre.

Further particulars from Messrs. de Silva & Perera, Proctors, Negombo, or—

Negombo, December 10, 1917. M. P. KURERA, Auctioneer.

**Auction Sale of Property at Etgala, in the District of Negombo.**

UNDER decree in case No. 11,973, D. C., Negombo, entered in favour of the plaintiff Pena Awanna Thana Ulagappa Chetty of Negombo, against the defendants (2) Asabena Fernando Juan Pulle of Etgala, (3) Anthony Fernando Juan Pulle of Etgala, and (4) Bastian Fernando Juan Pulle of Etgala (added in place of the 1st defendant, deceased), 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 Wednesday, January 16, 1918, viz. :—

At 4 P.M.  
(1) The southern  $\frac{1}{4}$  share of the land called Bogahalanda alias Bogahawatta, in extent of about 4 acres, situate at Etgala, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, is in extent about 1 acre, with the buildings thereon.

At 4.30 P.M.  
(2) The  $\frac{1}{4}$  share of the land called Bogahawatta, situate at Etgala aforesaid; which said  $\frac{1}{4}$  share is in extent about 1 acre. Of which land the undivided  $\frac{7}{8}$  shares, with the buildings standing thereon.

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

M. P. KURERA, Auctioneer.  
Negombo, December 11, 1917.

**Sale by Auction of a Property at Udangawa, in the District of Negombo.**

UNDER decree in case No. 12,046, D. C., Negombo, entered in favour of the plaintiff Vena Rawanna Mana Ana Runa Adappa Chetty of Negombo, against the defendant Karunanayaka Liyanage Bastian Perera Police Headman of Udangawa, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property mortgaged by bond No. 12,122 dated February 14, 1916, and attested by T. H. de Silva, Notary, by public auction, at the spot at 2.30 P.M., on Wednesday, January 16, 1918 :—

The garden called Bogahakumbura, situate at Udangawa, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent about 1 acre.

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

M. P. KURERA, Auctioneer.  
Negombo, December 11, 1917.

**Auction Sale of Properties at Neligama and Lindora, in the District of Negombo.**

UNDER decree in case No. 12,041, D. C., Negombo, entered in favour of the plaintiff Seena Nana Kuma Pana Arumugam Chetty of Negombo, against the defendant Nissanga-achchi Kankanamalage Appusinna Appuhamy of Neligama in Udugaha pattu of Hapitigam korale, in the District of Negombo, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by bonds No. 783 dated September 2, 1910, and attested by D. E. Jayakodi, Notary Public, No. 4,440 dated April 12, 1912, and attested by M. D. C. S. Goonasekara, Notary Public, and No. 6,452 dated March 3, 1916, and attested by D. E. Jayakodi, Notary Public, by public auction at the respective spots on Saturday, January 19, 1918 :—

At 2 P.M.  
(1) The land called Meegahawatta alias Paluthotupola, situate at Neligama in Udugaha pattu of Hapitigam korale, in the District of Negombo, containing in extent about 1 acre and 2 roods. This land and all the appurtenances thereof, as secondary mortgage, subject to the primary mortgage, effected by bond No. 13,789 dated February 8, 1910, and attested by M. J. D. S. Wijewardana, Notary Public.

At 2.15 P.M.  
(1) The land called Maragahawatta, situate at Neligama aforesaid, containing in extent about 3 measures of kurakkan sowing ground, of this land and the buildings thereon, the undivided  $\frac{1}{4}$  share as primary mortgage.

At 2.45 P.M.  
(3) The land called Thuththirihena, situate at Neligama aforesaid, containing in extent 4 acres 3 roods and 9 perches, of this land an undivided  $\frac{1}{4}$  share as primary mortgage.

At 4 P.M.  
(4) The land called Narangahalanda, situate at Lindora in the Udugaha pattu of Hapitigam korale aforesaid, containing in extent 13 perches, as primary mortgage.

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

M. P. KURERA, Auctioneer.  
Negombo, December 11, 1917.

**Auction Sale.**

UNDER decree in case No. 12,172, D. C., Negombo, entered in favour of the plaintiff Heethaka Guneris de Silva of 2nd division, Udayartoppu, against the defendant Edirimuni Belin Zoysa of Udammitta, and by virtue of the order issued to me for the recovery of the amount due in respect of bond No. 13,269 dated November 16,

1916, and attested by T. H. de Silva, Notary, I shall sell the under-mentioned properties by public auction, on Monday, January 14, 1918, viz. :—

At 10 A.M. at the spot.

(1) The undivided  $\frac{3}{4}$  share of the land called Meellagahawatta, situate at Udammitta, in Ragam pattu of Alutkuru korale, in extent about 1 rood.

At 10.15 A.M. at the spot.

(2) An undivided  $\frac{1}{7}$  share of the land called Ketakellagahawatta, situate at Udammitta aforesaid, in extent about 4 acres.

At 10.30 A.M. at the second-mentioned land.

(3) The right, title, and interest of the above-named defendant in and to the mortgage bond No. 4,494 dated April 5, 1915, and attested by B. P. Samerasinghe, Notary Public, effecting the following lands :—(a) The land called Piniyawatta, situate at Udammitta aforesaid, in extent about 1 acre and 2 roods, with the buildings standing thereon ; (b) an undivided  $\frac{1}{4}$  share of the land called Delgahawatta, situate at Udammitta aforesaid, in extent about  $1\frac{1}{2}$  acres.

At 10.45 A.M. at the second-mentioned land.

(4) The right, title, and interest of the above-named defendant in and to the mortgage bond No. 3,351 dated September 4, 1913, attested by D. J. A. Wickramasinghe, Notary Public, effecting the following lands :—(a) An undivided  $\frac{1}{4}$  share, with buildings standing thereon, of the land called Dawatagahayonpolawatta, situate at Raddehuwa, in extent about 2 acres and 2 roods ; (b) an undivided  $\frac{1}{14}$  share and the buildings standing thereon of the land called Dandalagaha alias Yonpolawatta, situate at Raddehuwa aforesaid, in extent about 4 acres.

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

M. P. KURERA,  
Auctioneer.

Negombo, December 17, 1917.

#### Auction Sale of Properties at Kelepitimulla and Keenawinna, in the District of Negombo.

UNDER decree in case No. 12,249, D. C., Negombo, entered in favour of the plaintiff Ana Runa Awanna Arumugam Chetty of Negombo, against the defendant Maddumamutugalage Warliyanu Fernando of Keenawinna, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by bond Nos. 10,818 and 10,942 dated April 12, 1915, and May 10, 1915, respectively, and attested by T. H. de Silva, Notary, by public auction, at the respective spots, on Wednesday, January 23, 1918, viz. :—

At 4 P.M.

(1) An undivided  $\frac{1}{2}$  share of the portion of land called Mawathabodanda, situate at Kelepitimulla, in Dunagaha pattu of Alutkuru korale, in the District of Negombo ; containing in extent about  $1\frac{1}{2}$  acres, and the buildings standing thereon.

At 4.30 P.M.

(2) The undivided  $\frac{1}{2}$  share of the land called Galborella or the land bearing No. 6,707, situate at Keenawinna, in the said pattu ; in extent 2 acres and  $6\frac{1}{4}$  perches, and the buildings standing thereon.

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

M. P. KURERA,  
Auctioneer.

Negombo, December 18, 1917.

#### Auction Sale.

In the District Court of Galle.

E. A. Wijesuriya, Registrar of Dodanduwa . . . . . Plaintiff.  
No. 14,790. Vs.

Manawaduge Kalu Appu of Modera Patuwata . . . . . Defendant.

UNDER and by virtue of the decree and order in the above case, I shall sell by public auction the lots 1 and 1A lying on both sides of the high road of the land called Kumbalawatta, situate at Modera Patuwata, in extent 13.76 perches, on Friday, December 28, 1917, at 2 P.M., at the spot.

For further particulars please apply to E. A. Wijesuriya Esq., Proctor, Galle, or to me—

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

#### Auction Sale under the Partition Ordinance, No. 10 of 1863.

Valuable Property, in the Port, Galle.

BY virtue of the commission issued to me in case No. 15,254, D. C., Galle, I was directed by public auction on Saturday, February 2, 1918, at 1 P.M., at the spot :—

The house and premises bearing No. 49, situated in Port, Galle ; bounded on the north by houses Nos. 47 and 50, on the east by Lighthouse street, on the south by houses Nos. 48 and 12, and on the west by Parawa street ; containing in extent  $38\frac{1}{2}$  perches, according to the survey and description thereof bearing No. 194, dated October 10, 1917, made by Mr. E. M. Anthonisz, Licensed Surveyor.

The house and premises will be first put up for sale among the owners at the appraised value, and if not bought by any of them, then the same will be put up for sale by public auction.

R. L. EPBRAUMS,  
Auctioneer.

#### Sales of Lands under Mortgage Decree.

In the District Court of Jaffna.

Thambipillai Vanniasingham of Manipal . . . . . Plaintiff.  
No. 11,685. Vs.

(1) Thangamuttachchy, widow of Mailvaganam of Navaly,  
(2) Mailvaganam Sivaprakasam of ditto . . . . . Defendants.

BY virtue of the order granted to the undersigned by Mr. P. E. Pieris, District Judge, Jaffna, dated November 30, 1917, I am authorized, empowered and commissioned to sell by public auction the under-mentioned lands under mortgage decree in the above said case on the different dates hereunder more fully described, for the recovery of the judgement debt, with interest and costs for the benefit of the plaintiff in the said case :—

Schedule of lands which are to be sold on Wednesday, January 9, 1918, commencing at 1 P.M., on the different spots.

1. All the right, title, interest, claim, and demand in and over that piece of land mentioned as 1st in the commission, situated at Navaly, in Manipal parish, called Manavarivayal, in extent  $38\frac{1}{2}$  lachams paddy culture, with well ; bounded on the east by the property of the heirs of the late Ilayatamby, on the north by the property of Vissuvalingam Mutturaja and others, on the west by the property of Suppiah Sinnatamby, and on the south by lane.

2. All the right, title, interest, claim, and demand in and over that piece of land mentioned as 4th in the said commission, situated at Navaly aforesaid, called Eechchampiddy, in extent 80 lachams paddy culture ; and bounded on the east by Crown land, on the north by the property of Theyvanaipillai, wife of Veluppillai, on the west by the lane, and on the south by waste land.

3. All the right, title, interest, claim, and demand in and over that piece of land mentioned as 6th in the said commission, situated at Anaikkottai, in the parish of Manipal, called Veliyilvalavu, in extent 7 lachams varagu culture and 6 kulies, with the appurtenances ; and bounded on the east by the property of Sinnatamam, wife of Kanther Appakkutty and others, on the north by the property of Kanthan Maruthan, and on the west and south by lane.

4. All the right, title, interest, claim, and demand in and over all that piece of land mentioned as 8th in the said commission, situated at Navaly aforesaid, called Kanda-vattai, in extent  $2\frac{1}{2}$  lachams varagu culture, with the appurtenances ; and bounded on the east by the property of Saravanamuttu Arumugam and others, on the north by lane, on the west by the front of a road, and on the south by road.

Schedule of land which is to be sold on Saturday, January 12, 1918, commencing at 10 A.M., on the spot.

All the right, title, interest, claim, and demand in and over all that piece of land mentioned as 10th in the said commission, situated at Palai, in Tellipalai parish, called Thoppu and Thoppuputhukkadu, in extent 6 lachams varagu culture and 10 kulies, with godowns and other appurtenances.

and bounded on the east by the land belonging to the temple of Kandaswamy, at Maviddapuram, on the north by the property of Sivakampillai, widow of Muttiah and others, on the west by road, and on the south by the property of Kurunathar Ponnampalam.

Schedule of lands which are to be sold on Monday, January 14, 1918, commencing at 10 A.M., on the different spots.

1. All the right, title, interest, claim, and demand in and over all that piece of land mentioned as 2nd in the said commission, situated at Navaly aforesaid, called Vallavarasivalavoo, in extent 12½ lachams varagu culture, with the appurtenances; and bounded on the east by the property of Kanther Katiravelu, on the north by the property of Katalippillai, and on the west and south by road.

2. All the right, title, interest, claim, and demand in and over all that piece of land mentioned as 3rd in the said commission, situated at Navaly aforesaid, called Vedduvankandi, in extent 21 lachams paddy culture; and bounded on the east by the property of Kulanthaitamby Murugesar, on the north by tank, on the west by the property of Velu Ponnai, and on the south by lane.

3. All the right, title, interest, claim, and demand in and over all that piece of land mentioned as 5th in the said commission, situated at Navaly aforesaid, called Kallundaively, in extent 6 acres 2 roods and 21 perches; and bounded on the east by lane reserved for road, on the north by land reserved for road and the property of Ramalingam Velayuthar, on the west by the property of Nagan Sinnatamby, and on the south by the property of Arunasalam Suppiah.

4. All the right, title, interest, claim, and demand in and over all that piece of land mentioned as 7th in the said commission, situated at Navaly aforesaid, called Kantavattai and other parcels in extent 1½ lachams varagu culture with the appurtenances; and bounded on the east and south by the property of Murugesar Vaitilingam and others, on the north by road, and on the west by the temple land of Pillaiyar.

5. All the right, title, interest, claim, and demand in and over all that piece of land mentioned as 9th in the said commission, situated at Navaly aforesaid, called Arasarnallatoddi, in extent 24 lachams varagu culture, with well and other appurtenances; and bounded on the east by the property of Subramaniam, on the north by road, on the west by lane, on the south by the property of Mailvaganam Arasanayagam and others.

6. All the right, title, interest, claim, and demand in and over all that piece of land mentioned as 11th in the said commission, situated at Anaikkottai aforesaid, called Antikkuli and Veerantidal, in extent 33 lachams varagu culture, with the appurtenances belonging thereto; and bounded on the east by the property of Valoo and others, on the north by the property of Ramalingam and others, on the west by lane, and on the south by the property of Valoo and others.

7. All that right, title, interest, claim, and demand in and over all that piece of land mentioned as 12th in the said commission, situated at Anaikkottai aforesaid, called Pirampady and Tankantoddam, in extent 27½ lachams varagu culture, with the appurtenances; and bounded on the east by the property of Sithamparanather and others, on the north and west by lane, and on the south by the property of Nagamuttu.

8. All the right, title, interest, claim, and demand in and over all that piece of land mentioned as 13th in the said commission, situated at Navaly aforesaid, called Koditankuvayal, in extent 13 lachams paddy culture; and bounded on the east by the property of Sinnammah, wife of Marutappu, on the north by the property of Kanthen Ally, on the west by the property of Sinnamma, wife of Maruthappu, and lane, and on the south by the property of Kumaroo Sinnappu.

G. A. TISSEVERASINGHE,  
Auctioneer and Commission Agent,

Martyn's road,  
Jaffna, December 6, 1917.

Cancellation of Power of Attorney.

I, the undersigned, Sana Ana Aiya Thamby de Mel of No. 109, Fourth Cross street, Pettah, Colombo, do hereby notify with public that the power of attorney bearing No. 1,748, dated May 28, 1906, attested by F. A. Prins (junior), of Colombo, Notary Public, whereby I appointed Manual Aiya Pillai Victoria, then of No. 109, Fourth Cross street, Pettah, Colombo, presently of Vembar in the Tinnevely District, South India, as my attorney in Ceylon, has been cancelled as and from December 22, 1916.

Colombo, December 12, 1917.

S. A. A. T. DE MEL.

All Saints' Church, Hulftsdorp.

A MEETING of the Seat-holders of All Saints' Church, Hulftsdorp, will be held at the Vestry of the Church on Sunday, the 30th instant, at 5.15 P.M., in accordance with the provisions of section 10 of Ordinance No. 12 of 1846, for the purpose of electing three Trustees for the year 1918.

College Street, Kotahena,  
Colombo, December 11, 1917.

H. B. GOONATILAKA,  
Incumbent.

Holy Trinity Church, Colombo.

THERE will be a Meeting of the Seat-holders of Holy Trinity Church, Colombo, immediately after the 9 A.M. service, on Sunday, December 30, to receive accounts for the past year, elect Trustees and Auditor for 1918, and discuss such other business as may arise.

December 4, 1917.

M. J. BURROWS,  
Acting Vicar.

St. John's Church, Kalutara.

A MEETING of the congregation of the above Church will be held on Sunday, December 23, at 6.15 P.M. in the vestry, for the purpose of electing three Trustees as required by Ordinance.

St. John's,  
Kalutara, December 4, 1917.

J. S. H. EDIRISINGHE,  
Incumbent.

Christ Church, Tangalla.

NOTICE is hereby given that, in pursuance of the 10th clause of Ordinance No. 12 of 1846, a meeting of the congregation of Christ Church, Tangalla, will be held in the church vestry, on Sunday, December 23, 1917, at 6 P.M., for the purpose of electing Trustees for the ensuing year.

Tangalla, December 3, 1917.

J. A. KALPAGE,  
Vicar.

St. James's Church, Chilaw.

NOTICE is hereby given that in pursuance of the provisions of Ordinance No. 12 of 1846, a meeting of the congregation of St. James's Church, Chilaw, will be held in the church vestry, on Sunday, December 30, 1917, at 6 P.M., for the purpose of electing Trustees for the ensuing year.

Chilaw, December 1, 1917.

N. J. MARTIN,  
Lay Reader in Charge.

## ROAD COMMITTEE NOTICES.

## Lindula-Agra Branch Road.

(Between Lindula and end of Agra Road.)

(Waverly 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 maintenance of the above bridge for the year ending September 30, 1918, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions at the rate of '0070c. per acre. Total acreage 5,609 :—

(Estimate No. D 277 of 1917-18.)

Proprietors or Agents.	Estates.	Acreage.	Amount due. Rs. c.
Government moiety			Rs. 39'00
Private contributions			Rs. 39'39
Ceylon Tea Plantations Co., Limited	Waverly	157	1 10
Glasgow Estate Company, Ltd.	Nithsdale	242	1 70
Portmore Tea Estate Co., Ltd.	Portmore	311	2 19
Do.	Aldourie	269	1 89
Lutyens Bros. (A. L. Scott)	Mornington	417	2 93
Ceylon Tea Plantations Co., Limited	Ardallie	209	1 47
Heirs of T. Mackie & P. Moir (W. B. Bartlett)	Lot 112,364, Powys land.	165	1 16
Balmoral Ceylon Estates Co., Limited	Sandringham and Yarvale	542	3 81
New Dimbula Company, Ltd.	Diyagama	3,125	21 94
Heirs of J. M. Sayres	Nutbourne	172	1 20
	Total		39 39

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 22, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, December 7, 1917. Chairman.

## Lindula-Agra Branch Road.

(Between Lindula and end of Agra Road.)

(Latrines for Cooly Lines.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for erecting 22 seats latrines for cooly lines on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions at the rate of '0243c. per acre. Total acreage, 23,154.

(Estimate No. D 17 of 1917-18.)

Proprietors or Agents.	Estates.	Acreage.	Amount due. Rs. c.
Government moiety			Rs. 550'00
Private contributions			Rs. 563'75
Dimbula Valley Co., Limited	Belgravia	305	7 42
A. V. & J. H. Renton	Talankande	268	6 52
The Misses Temple (A. T. Sydney Smith)	Diyanilakele	267	6 49
A. H. Bell, Mrs. H. C. C. Bell, and Miss R. M. Bell	Fairfield	319	7 76
The Ceylon Tea Plantations Co., Limited	Wallaha	290	7 5
The Dimbula Valley Tea Co., Limited	Mousaella	550	13 38

Proprietors or Agents.	Estates.	Acreage.	Amount due. Rs. c.
Eildon Hall Tea & Rubber Co., Limited	Eildon Hall	413	10 5
The Bambrakelle Estates Tea Company, Limited	Bambarakelle	486	11 82
Do.	Lot 110,386, Dell	100	2 43
T. Fairhurst & W. C. Oswald	Oddington	100	2 43
Mrs. Wiggins & Son	Melton	207	5 3
T. Fairhurst	Ferham	273	6 64
Scottish Trust and Loan Company, Limited	Rahanwatta	308	7 49
Do.	Queenwood	239	5 81
The Dimbula Valley Co., Ltd.	Tillicoultry	401	9 76
J. A. & N. G. Campbell	Waltrim	370	9 0
Lord Chelmsford	Agrakanda	288	7 0
C. R. S. Carew (G. H. Masefield)	Fassifern West	138	3 35
W. H. Sealey (J. E. Baillie Hamilton)	Fassifern East	138	3 35
F. A. & W. N. Fairlie	Kowlahena	366	8 90
Geo. Beck (J. E. Baillie Hamilton)	Henfold and St. Regulas	570	13 87
The Dimbula Valley Tea Company, Limited	Lippakele	206	5 1
The Ceylon Estates Investment Association, Limited	Macduff	221	5 37
The Ceylon Tea Plantations Company, Limited	Tangakelle	910	22 14
Sumtravale Estates Company, Limited	Maria	297	7 22
The Dimbula Valley Tea Company, Limited	Elgin	291	7 8
Do.	Kellyhill	158	3 84
The Vellekelle Tea Company	Ouvahkellie	593	14 43
Heirs of John M. Smith	Caledonia	255	6 20
Eildon Hall Tea & Rubber Co., Limited	Agra	276	6 71
Mooloya Estates, Ltd.	Braemore	265	6 45
Cranley Tea Estates Co.	Cranley and Cranley Upper	818	19 92
Holbrook Co., Ltd.	Holbrook	200	4 87
The Agra Tea Company of Ceylon, Limited	Ardlaw	209	5 9
Heirs of J. M. Smith	Albion	291	7 9
A. G. Seton & C. A. Seton (A. Hamilton Harding)	St. Margaret's	197	4 80
Balmoral Ceylon Estates Company, Limited	Balmoral	626	15 24
Do.	Clydesdale		
Do.	Galatea		
Alliance Tea Company, Ltd.	Thornfield	290½	7 8
The Agra Tea Company of Ceylon, Limited	Wishford	158	3 85
R. S. & G. J. Pieris	Agra Elbedde	276	6 72
A. R. Ashton (E. E. Megget)	Iona	112	2 73
G. L. Gwatkin (E. E. Megget)	Torrington	283	6 89
Do.	Helbeck	109	2 66
Alex. Stevenson	Lot 110,382, Mossend	125	3 5
P. B. Seton (A. Hamilton Harding)	New Preston	167½	4 8
A. G. & C. A. Seton (A. Hamilton Harding)	Lot 110,383, Preston No. 2	250	6 9
Ceylon Tea Plantation Company, Limited	Glenlyon, Stair, & Polmont	683	16 63
The Alliance Tea Company of Ceylon, Ltd.	Gleneagles	222	5 41

Proprietors or Agents.	Estates.	Acreage.	Amount due.		Proprietors or Agents.	Estates.	Acreage.	Amount due.	
			Rs.	c.				Rs.	c.
Agra Ouvah Estates Co.	Agra Ouvah	331	8	26	Alex, Stevenson	Lot 110,382, Mossend	125	0	50
Do.	Fankerton	193	4	70	P. B. Seton (A. Hamilton Harding)	New Preston	167½	0	59
Heirs of R. W. Wickham	Holmwood	391	9	52	A. G. & C. A. Seton (A. Hamilton Harding)	Lot 110,383, Preston No. 2	250	0	90
Galaha Ceylon Tea Estates and Agency Co.	Hauteville	320	7	79	Ceylon Tea Plantations Company, Limited	Glenlyon, Stair, and Polmont	683	2	44
Do.	Woodlake	162	3	95	The Alliance Tea Company of Ceylon, Ltd.	Gleneagles	222	0	79
Do.	Freshwater	251	6	11	Agra Ouvah Estates Co.	Agra Ouvah	331	1	18
Do.	St. George	263	6	41	Do.	Fankerton	193	0	68
John K. Gilliatt & Co. (Cumberbatch & Co.)	Sutton	277	6	75	Galaha Ceylon Tea Estates and Agency Co.	Hauteville	320	1	14
Glasgow Estates Company, Ltd.	Glasgow	472	11	49	Do.	Woodlake	162	0	57
Ceylon Tea Plantation Co., Limited	Waverley	157	3	83	Do.	Freshwater	251	0	90
Potmore Tea Estate Co., Ltd.	Aldourie	269	6	55	Do.	St. George	263	0	94
Glasgow Estate Company, Ltd.	Nithsdale	242	5	90	John K. Gilliatt & Co. (Cumberbatch & Co.)	Sutton	277	0	99
Portmore Tea Estate Co., Ltd.	Portmore	311	7	57	Heirs of R. W. Wickham	Holmwood	391	1	40
Balmoral Ceylon Estates Co., Ltd.	Sandringham and Yaravale	542	13	20	Glasgow Estate Company, Ltd.	Glasgow	472	1	69
Heirs of T. Mackie & P. Moir (W. B. Bartlett).	Lot 112,364, Powys land	165	4	2	Ceylon Tea Plantation Co., Limited	Waverly	157	0	55
Lutyens Bros. (A. L. Scott)	Mornington	417	10	15	Glasgow Estate Company, Ltd.	Nithsdale	242	0	87
Ceylon Tea Plantations Co., Ltd.	Ardallie	209	5	9	Postmore Tea Estate Co., Ltd.	Portmore	311	1	11
New Dimbula Company, Ltd.	Diyagama	3,125	76	7	Do.	Aldourie	269	0	96
Heirs of J. M. Sayres	Nutbourne	172	4	19	Lutyens Bros. (A. L. Scott)	Mornington	417	1	49
				563 75	Ceylon Tea Plantations Co., Limited	Ardallie	209	0	74

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 22, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, December 7, 1917. Chairman.

**Lindula-Agra Branch Road.**  
(Between Lindula and end of Agra Road.)

(Glenlyon 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 maintenance of the above bridge for the year ending September 30, 1918, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions at the rate of 0035c. per acre. Total acreage, 11, 610½:—

(Estimate No. D 277 of 1917-18.)

Government moiety	Rs. 41 00		
Private contributions	Rs. 41 41		
Proprietors or Agents.	Estates.	Acreage.	Amount due.
			Rs. c.
Heirs of J. M. Smith	Albion	291	1 4
A. G. Seton & C. A. Seton (A. Hamilton Harding)	St. Margaret's	197	0 70
Balmoral Ceylon Estates Company, Limited	Balmoral	626	2 23
Do.	Clydesdale		
Do.	Galatea		
R. S. & G. J. Peris	Agra Elbedde	276	0 98
A. R. Ashton (E. Megget)	Iona	112	0 39
G. L. Gwatkin (E. Megget)	Torrington	283	1 1
Do.	Helbeck	109	0 38

Alex, Stevenson	Lot 110,382, Mossend	125	0 50
P. B. Seton (A. Hamilton Harding)	New Preston	167½	0 59
A. G. & C. A. Seton (A. Hamilton Harding)	Lot 110,383, Preston No. 2	250	0 90
Ceylon Tea Plantations Company, Limited	Glenlyon, Stair, and Polmont	683	2 44
The Alliance Tea Company of Ceylon, Ltd.	Gleneagles	222	0 79
Agra Ouvah Estates Co.	Agra Ouvah	331	1 18
Do.	Fankerton	193	0 68
Galaha Ceylon Tea Estates and Agency Co.	Hauteville	320	1 14
Do.	Woodlake	162	0 57
Do.	Freshwater	251	0 90
Do.	St. George	263	0 94
John K. Gilliatt & Co. (Cumberbatch & Co.)	Sutton	277	0 99
Heirs of R. W. Wickham	Holmwood	391	1 40
Glasgow Estate Company, Ltd.	Glasgow	472	1 69
Ceylon Tea Plantation Co., Limited	Waverly	157	0 55
Glasgow Estate Company, Ltd.	Nithsdale	242	0 87
Postmore Tea Estate Co., Ltd.	Portmore	311	1 11
Do.	Aldourie	269	0 96
Lutyens Bros. (A. L. Scott)	Mornington	417	1 49
Ceylon Tea Plantations Co., Limited	Ardallie	209	0 74
Heirs of T. Mackie & P. Moir (W. B. Bartlett)	Lot 112,364, Powys land	165	0 58
Balmoral Ceylon Estates Co., Limited	Sandringham and Yaravale	542	1 93
New Dimbula Company, Ltd.	Diyagama	3,125	11 13
Heirs of J. M. Sayres	Nutbourne	172	0 61
			41 41

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 22, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, December 7, 1917. Chairman.

**Wanarajah Branch Road (between Wanarajah Bridge and Claverton Store).**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1918, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate interested in the repair of the said road to make up the private contributions, as follows:—

(Estimate No. D 180 of 1917-18.)

Government moiety	Rs. 1,000		
Private contributions	Rs. 1 010		
1st section, 1 mile.			
Total acreage, 4,509—Moiety of cost, Rs. 224 44—			
Sectional rate, 0497c.—Total rate, 0497c.—			
Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Wanarajah Tea Company of Ceylon, Ltd.	Wanarajah	345	17 17

1st and 2nd sections, 2 miles.			
Total acreage, 4,164—Moiety of cost, Rs. 224·44—			
Sectional rate, '0539c.—Total rate, '1036c.			
Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
South Wanarajah Tea Estates Company	South Wanarajah	250	25 91
1st to 4th section, 4 miles.			
Total acreage, 3,914—Moiety of cost, Rs. 448·88—			
Sectional rate, '1146c.—Total rate, '2182c.			
Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Ceylon Proprietary Company	Summerville	239	52 19
K. D. Kershaw	Blair Athol	306	66 82
M. V. Aranasalem Retty Cangany	Carfax	298	65 7
K. Rollo and Mrs. Mercer	Gothie	308	67 26
Whittall & Co.	Dunkeld	237	51 75
Castlereagh Estate Company	Castlereagh	511	111 58
Whittall & Co.	Banff	211	46 8
Do.	Elstree	167	36 47
Lethenty Tea Estates Company (H. G. Eccles)	Lethenty and Essex	320	69 88
Do.	Marlborough	258	56 34
Do.	Blairgowrie	114	24 90
1st to 5th section, 4·50 miles.			
Total acreage, 945—Moiety of cost, Rs. 112·24—			
Sectional rate, '1187c.—Total rate, '3369c.			
Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Lethenty Tea Estates Company (H. G. Eccles)	Claverton	198	66 75
Uplands Tea Estates of Ceylon	Osborne	441	148 67
Lethenty Tea Estates Company (H. G. Eccles)	Broad Oak	306	103 16
Total			1,010 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 December 22, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, December 7, 1917. Chairman.

#### Bathford Valley Branch Road.

(Between Dikoya Post Office to Tillyrie 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, 1918, 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 173 of 1917-18.)

Government contribution	Rs. 1,400
Private contribution	Rs. 1,414
1st section, 1 mile.	
Total acreage, 8,044—Moiety of cost, Rs. 214·24—	
Sectional rate, '0266c.—Total rate, '0266c.	
Proprietors or Agents.	Amount. Rs. c.
Anglo-Ceylon and General Estates Co.	17 97
Wanarajah Tea Company of Ceylon, Limited	12 72
Battalgalla Tea Estates Company	6 17
Scottish Ceylon Tea Company, Limited	8 14
Vogan Tea Company	3 67
Do.	3 67

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Scottish Ceylon Tea Company, Limited	Waterloo	207	5 51
W. G. B. Dickson	Annfield	289	7 69
Sir C. Hartley (J. D. Forbes)	Kinloch	122	3 24
Mrs. R. H. S. Scott	Ottery	381	10 14
Trustees of G. Steuart & Co.	Erlsmere	173	4 60
Trustees of the late W. H. Walker	Roscrea and Dorothea	205	5 45
J. W. Holt (A. Craib)	St. Ley's	130	3 46

1st to 3rd section, 3 miles.			
Total acreage, 4,574—Moiety of cost, Rs. 428·48—			
Sectional rate, '0936c.—Total rate, '1202c.			
Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Battalgalla Tea Estates Co.	Battalgalla	444	53 42
Lanka Tea Estates Co.	Fordyce Group	938	112 85
Vogan Tea Estates Company	Barkindale	81	9 74

1st to 4th section, 4 miles.			
Total acreage, 3,111—Moiety of cost, Rs. 214·24—			
Sectional rate, '0688c.—Total rate, '1890c.			
Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Chas. Mackwood & Co.	Bathford	219	41 43
Hornsey Tea Estates Company, Limited	Hornsey	251	47 48

1st to 5th section, 5 miles.			
Total acreage, 2,641—Moiety of cost, Rs. 214·24—			
Sectional rate, '0811c.—Total rate, '2701c.			
Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Whittall & Co.	Ingestre	737	199 20
Hornsey Tea Estates Company, Limited	Abercairney	222	60 1
C. Mackwood & Co.	Berat	226	61 9
C. L. Davis	Blinkbonnie	223	60 28

1st to 7th section, 6·60 miles.			
Total acreage, 1,233—Moiety of cost, Rs. 342·80—			
Sectional rate, '2780c.—Total rate, '5481c.			
Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
The Ceylon Tea Plantation Company, Limited	Tillyrie	754	413 42
South Wanarajah Co.	Poyston	316	173 27
J. M. Power and C. Johnson	Bon Accord	163	89 38
Total			1,414 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 December 22, 1917.

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

#### Pupuressa Branch Road.

(Between Delpitiya and Pupuressa.)

(Latrines for Cooly Lines.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for erecting cooly latrines with 6 seats on the 2½ mile of the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions at the rate of '0106c. per acre. Total acreage, 10,728½.

(Estimate No. D 16 of 1917-18.)

Government moiety	Rs. 111·00
Private contributions	Rs. 113·77
Amount.	
Proprietors or Agents.	Amount. Rs. c.
S. R. M. P. L. P. Palaniappa Chetty (K.R. A. R. Arunasalem Chetty)	50 0 53
T. P. L. P. R. Somasundaram	150 1 60
A. A. J. G. Yapamudiyanselagey Punchi Banda	80 0 85
A. L. French	150 1 60



Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunasalem Chetty)	Mount Havana	190	2 2
D. S. de Simon	Zion Hill	59	0 62
A. R. L. S. V. N. Supramaniam Chetty and A. R. L. V. N. Sevugan Chettiar	Grovehill	77	0 82
Central Province Tea Estate Co. (H. J. G. Marley)	Castlemilk	437	4 64
S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunasalem Chetty)	Wariyagoda	70	0 74
H. J. G. Marley	Pussatenna	429	4 55
W. D. Ranasingha	Antanidena	75	0 80
T. N. Christie (A. Stott)	Moolgama	382½	4 6
Kaluhamy Arachchi	Pannanwalayawatta	40	0 42
W. William Soysa	Kalawelgolla	24	0 25
Do.	Barakarayadeniya	24	0 25
W. J. Soysa	Kalugamuwa	24	0 25
Do.	Sammimalley	44	0 46
Do.	Maligamalle	64	0 67
Geo. de Silva	Sydney Hill	150	1 60
Ceylon Proprietary Estates Co. (H. M. Picken)	Beaumont Group	1216	12 89
Anglo-Ceylon and General Estates Co., Ltd. (J. G. Forsyth)	Stellenberg	589	6 25
J. Northmore (J. G. Forsyth)	Whyddon	314	3 33
H. Rogers, Sons & Co. (W. Evelyn Crick)	Delta	1782	18 89
Rajawella Produce Company (A. P. Sandbach)	Le Vallon Group	2067	21 92
Mrs. David Smith (H. Wilkinson Kay)	New Forest	429	4 55
E. D. Padwick (E. A. Clive)	Yarrow Group	447	4 74
Lipton, Limited (G. L. H. Doudney)	Pooprassie Group	1365	14 47
			113 77

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 22, 1917.

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

**Pupuressa 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 road for the year ending September 30, 1918, 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 165 of 1917-18.)

Government moiety	Rs. 3,800
Private contributions	Rs. 3,838

1st section, 1 mile.

Total acreage, 10,728½—Moiety of cost, Rs. 383·80—  
Sectional rate, ·0357c.—Total rate, ·0357c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunasalem Chetty)	Godamadittiya-watta	50	1 86
T. P. L. P. R. Somasundaram	Angamone	150	5 45

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
A. A. J. G. Yapamudiyanselagey Punchi Banda	Melbourne	80	2 95
A. L. French	Ascot	150	5 45
1st to 3rd section, 3 miles.			
Total acreage, 10,298½—Moiety of cost, Rs. 767·60— Sectional rate, ·0745c.—Total rate, ·1102c.			
S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunasalem Chetty)	Mount Havana	190	21 4
D. S. de Simon	Zion Hill	59	6 59
A. R. L. S. V. N. Supramaniam Chetty and A. R. L. S. V. N. Sevugan Chettiar	Grovehill	77	8 58
Central Province Tea Estate Co. (H. J. G. Marley)	Castlemilk	437	48 29
1st to 5th section, 5 miles.			
Total acreage, 9,535½—Moiety of cost, Rs. 767·60— Sectional rate, ·0804c.—Total rate, ·1906c.			
S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunasalem Chetty)	Wariyagoda	70	13 44
1st to 7th section, 7 miles.			
Total acreage, 9,465½—Moiety of cost, Rs. 767·60— Sectional rate, ·0810c.—Total rate, ·2716c.			
H. J. G. Marley	Pussatenna	429	116 72
W. D. Ranasingha	Antanidena	75	20 48
T. N. Christie (A. Stott)	Moolgama	382½	102 8
Kaluhamy Arachchi	Pannanwalayawatta	40	10 96
W. William Soysa	Kalawelgolla	24	6 61
Do.	Barakarayadeniya	24	6 61
W. J. Soysa	Kalugamuwa	24	6 61
Do.	Sammimalley	44	12 5
Do.	Maligamalle	64	17 49
Geo. de Silva	Sydney Hill	150	40 87
1st to 9th section, 9 miles.			
Total acreage, 8,209—Moiety of cost, Rs. 767·60— Sectional rate, ·0935c.—Total rate, ·3651c.			
Ceylon Proprietary Estates Co. (H. M. Picken)	Beaumont Group	1,216	444 39
1st to 10th section, 10 miles.			
Total acreage, 6,993—Moiety of cost, Rs. 383·80— Sectional rate, ·0548c.—Total rate, ·4099c.			
Anglo-Ceylon and General Estates Co., Limited (J. G. Forsyth)	Stellenberg	589	247 62
J. Northmore (J. G. Forsyth)	Whyddon	314	132 5
H. Rogers, Sons & Co. (W. Evelyn Crick)	Delta	1,782	748 99
Rajawella Produce Company (A. P. Sandbach)	Le Vallon Group	2,067	868 76
Mrs. David Smith (H. Wilkinson Kay)	New Forest	429	180 38
E. D. Padwick (E. A. Clive)	Yarrow Group	447	187 94
Lipton, Limited (G. L. H. Doudney)	Pooprassie Group	1,365	573 74
			Total .. 3,838 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 December 22, 1917.

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

**Galaha-Pupuressa Estate Cart Road.**

NOTICE is hereby given that the Provincial Road Committee of the Central Province, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate interested in the above-mentioned road, as follows, to make up the amount (Rs. 2,212) of the private contribution on the estimate for the maintenance of the road for the twelve months ending September 30, 1918.

(Government moiety Rs. 1,400.)

Government contribution .. Rs. 168·82  
Private contribution .. Rs. 266·00

First section, 1 mile.

Total acreage, 1,238—Cost, Rs. 434·82—  
Rate per acre, ·2148c.

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
Galaha Ceylon Tea Estates and Agency Co. (J. R. Rennie)	Vedehetta	902	193 80
Gordon Frazer & Co. (Sellembrum)	Erin	336	72 20
			266 0

Government contribution .. Rs. 168·82  
Private contribution .. Rs. 266·00

Second section, 1 mile.

Total acreage, 1,238—Cost, Rs. 434·82—  
Rate per acre, ·2148c.

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
Galaha Ceylon Tea Estates and Agency Co. (J. R. Rennie)	Vedehetta	902	193 80
Gordon Frazer & Co. (Sellembrum)	Erin	336	72 20
			266 0

Government contribution .. Rs. 168·82  
Private contribution .. Rs. 266·00

Third section, 1 mile.

Total acreage, 336—Cost, Rs. 434·82—  
Rate per acre, ·7916c.

Gordon Frazer & Co. (Sellembrum)	Erin	336	266 0
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Government contribution .. Rs. 84·41  
Private contribution .. Rs. 133·00

Fourth section, 1st half mile.

Total acreage, 336—Cost, Rs. 217·41—  
Rate per acre, ·3958c.

Gordon Frazer & Co. (Sellembrum)	Erin	336	133 0
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Government contribution .. Rs. 84·41  
Private contribution .. Rs. 133·00

Fourth section, 2nd half mile.

Total acreage, 2,406—Cost, Rs. 217·41—  
Rate per acre, ·0552c.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,406	133 0
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Government contribution .. Rs. 168·82  
Private contribution .. Rs. 266·00

Fifth section, 1 mile.

Total acreage, 2,406—Cost, Rs. 434·82—  
Rate per acre, ·1104c.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,406	266 0
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Government contribution .. Rs. 168·82  
Private contribution .. Rs. 266·00

Sixth section, 1 mile.

Total acreage, 2,835—Cost, Rs. 434·82—  
Rate per acre, ·0831c.

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,406	225 75
Cumberbatch & Co. (H. W. Kay)	New Forest	429	40 25
			266 0

Government contribution .. Rs. 285·09  
Private contribution .. Rs. 449·73

Seventh section, 1 mile.

Total acreage, 4,647—Cost, Rs. 734·82—  
Rate per acre, ·0967c.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,406	232 84
Cumberbatch & Co. (H. W. Kay)	New Forest	429	41 52
E. D. Padwick (E. A. Clive)	Yarrow Group	447	43 26
Lipton, Limited (G. L. H. Doudney)	Pooprassie Group	1,365	132 11
			449 73

Government contribution .. Rs. 101·99  
Private contribution .. Rs. 166·27

Eighth section,  $\frac{1}{2}$  mile.

Total acreage, 4,647—Cost, Rs. 268·26—  
Rate per acre, ·0357c.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,406	86 8
Cumberbatch & Co. (H. W. Kay)	New Forest	429	15 35
E. D. Padwick (E. A. Clive)	Yarrow Group	447	16 0
Lipton, Limited (G. L. H. Doudney)	Pooprassie Group	1,365	48 84
			166 27

Abstract.

	Rs. c.
Vedehetta	387 60
Erin	543 40
Le Vallon	943 67
New Forest	97 12
Yarrow	59 26
Pooprassie	180 95
	2,212 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman of the Local Committee (Mr. A. P. Sandbach, Le Vallon estate) on or before December 22, 1917.

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

**Rattota-Gammaduwa Estate Cart Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1918, the Provincial Road Committee, acting under the provisions of the Estates Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate in the district interested in the road, as follows:—

Government moiety .. Rs. 1,600  
Private contributions .. Rs. 6,081

1st to 5th section, 5 miles.

Total acreage, 8,866—Moiety of cost, Rs. 4,343·55—  
Sectional rate, 4899c.—Total rate, 4899c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Consolidated Estates Company	Ellagalla	516	252 80
1st to 6th section, 6 miles.			
Total acreage, 8,350—Moiety of cost, Rs. 868·71— Sectional rate, 1040c.—Total rate, 5939c.			
Opalgalla Tea and Rubber Estates Co., Ltd.	Opalgalla Group	1,534	911 11
A. H. D. Bastian de Silva	Kudoya	331	196 60

1st to 7th section, 7 miles.

Total acreage, 6,485—Moiety of cost, Rs. 868·74—  
Sectional rate, 1339c.—Total rate, 7278c.

Ankanda Estates Co., Ltd.	Altwood	102	74 25
Allan B. Thomson, Wm. C. Brodie, B. Brodie	Dromoland, Ewhurst, and Park.	503	366 14
Heirs of late James Westland	Dooromadella and Mousakanda	1,111	808 70
East Matale Co., Ltd.	Forest Hill	121	88 8
Do.	Kensington	325	236 57
New Ceylon Plantation Co., Ltd.	Gammaduwa, Caton	1,158	842 91
F. S. Mitchell	Hinguruwatta	307	223 47
F. R. C. Storey	Karagahatenna, Galbodde, Dryburgh, and Moncrieff	1,220	888 4
De Vos & Gratien	Nargalla	490	356 68
A. van Starrex	Sacombe	97	70 61
Heirs of late James Westland	Yalam Malai	461	335 57
C. L. Bellerio	Lynapitiya	302	219 83
John A. M. Bond	Ambena	288	209 64
Total			6,081 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to H. S. Wills, Esq., Chairman of the Local Committee (Opalgalla estate, Gammaduwa), on or before December 22, 1917.

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

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

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1918, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district to make up the private contributions, as follows:—

(Estimate No. D 168 of 1917-18.)

Government moiety	Rs. 3,800
Private contribution	Rs. 3,838

1st section, 1 mile.

Total acreage, 3,682—Moiety of cost, Rs. 697·82—  
Sectional rate, 1895c.—Total rate, 1895c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
J. G. Sinclair and N. S. Mansergh (R. G. Congreve)	Blairlmond	518	98 18

1st to 4th section, 4 miles.

Total acreage, 3,164—Moiety of cost, Rs. 2,093·46—  
Sectional rate, 6616c.—Total rate, 8511c.

Lanka Plantations Company (W. A. Gordon)	Rappahannock	474	403 46
--	--------------	-----	--------

1st to 6th section, 5·50 miles.

Total acreage, 2,690—Moiety of cost, Rs. 1,046·72—  
Sectional rate, 3891c.—Total rate, Re. 1·2402c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Estates Company of Uva (E. Strickland)	Gampaha	866	1,074 8
Kirklees Estates Co. (George Steuart & Co., R. Lindsay White)	Kirklees	1,077	1,335 78
Mrs. Fanning Patterson (C. J. Patterson)	Alagalla	375	465 11
F. J. Whittall and J. Gordon (F. J. Whittall)	Lucky land	372	461 39
Total			3,838 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 December 22, 1917. (Notice dated November 19, 1917, is cancelled.)

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

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

(Latrines for Cooly Lines.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for erecting latrines for cooly lines on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district to make up the private contributions, as follows:—

(Estimate No. D 24 of 1917-18.)

Government moiety	Rs. 337·50
Private contribution	Rs. 345·94

Total acreage, 3,682—Rate per acre, 0939c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
J. G. Sinclair and N. S. Mansergh (R. G. Congreve)	Blairlmond	518	48 67
Lanka Plantations Company (W. A. Gordon)	Rappahannock	474	44 54
Estates Company of Uva (E. Strickland)	Gampaha	866	81 37
Kirklees Estates Co. (George Steuart & Co., R. Lindsay White)	Kirklees	1,077	101 19
Mrs. Fanning Patterson (C. J. Patterson)	Alagolla	375	35 23
F. J. Whittall and J. Gordon (F. J. Whittall)	Lucky land	372	34 94
Total			345 94

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 22, 1917. (Notice dated November 19, 1917, is cancelled.)

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

**Padiyapelella-Ellamulla 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, 1918, 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. D156 of 1917-18.)

Government moiety	Rs. 1,700
Private contributions	Rs. 1,717

1st to 4th section, 4 miles.

Total acreage, 1,805—Moiety of cost, Rs. 1,404·48—  
Sectional rate, ·7781c.—Total rate, ·7781c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Central Tea Co. of Ceylon, Ltd. (H. G. Lyell)	Kabaragala	635	494 10
1st to 5th section, 4·89 miles.			
Total acreage, 1,170—Moiety of cost, Rs. 312·52— Sectional rate, ·2671c.—Total rate, Re. 1·0452c.			
George Steuart & Co. (R. K. Symonds)	Gallella	273	285 34
The Anglo-American Danish Tea Trading Co., Ltd. (G. Baird)	Mandaranewara	466	487 7
Colombo Commercial Co., Ltd. (R. K. Symonds)	Ellamulla	431	450 49
Total			1,717 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 December 31, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, December 17, 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, 1918, 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 157 of 1917-18.)

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

1st section,  $\frac{1}{2}$  mile.

Total acreage, 2,084—Moiety of cost, Rs. 115·43—  
Sectional rate, ·0553c.—Total rate, ·0553c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Ranagala Tea Co. (W. Sinclair)	Ranwella	200	11 8
1st to 4th section, 1 $\frac{1}{2}$ mile.			
Total acreage, 1,884—Moiety of cost, Rs. 288·57— Sectional rate, ·1531c.—Total rate, ·2084c.			
Galaha Ceylon Tea Estates and Agency Company, Limited	Cottaganga	590	123 5
M. L. Wilkins	Gonawela	560	116 79
C. J. Pattenson	New Tunisgala and Girindi- ella	734	153 8
Total			404 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 December 31, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, December 18, 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 the maintenance of the above road for the year ending September 30, 1918, 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 road, as follows:—

(Estimate No. D 164 of 1917-18.)

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

1st to 3rd section, 3 miles.

Total acreage, 2,965—Moiety of cost, Rs. 984·75—  
Sectional rate, ·3321c.—Total rate, ·3321c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Carson & Co.	Hylton	534	177 36
1st to 4th section, 4 miles.			
Total acreage, 2,431—Moiety of cost, Rs. 328·25— Sectional rate, ·1350c.—Total rate, ·4671c.			
The Lanka Plantations Co., Limited, Colombo (J. M. S. Barlow)	Yatawatta	1,251	584 40
The Dangan Rubber Co. (1913), Ltd. (T. B. Worthington)	Dangan	596	278 42
Do.	Lower Dangan	225	105 11
George Greig (G. A. Greig)	Laksahena	359	167-71
Total			1,313 0

Which sums the proprietors, managers, or superintendents of the several estates are hereby required to pay into the Colonial Treasury, on or before December 31, 1917.

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, December 18, 1917. Chairman.

#### Ratnapura-Malwala Ferry 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 Malwala ferry bridge on the Ratnapura-Malwala ferry branch road during 1917-1918, 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," will on Saturday, December 29, 1917, at 1.30 p.m., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

#### BRIDGE ACROSS MALWALA FERRY.

(Estimate D 493 of November 20, 1917.)

Government moiety .. Rs. 112·50  
Private contributions .. Rs. 114·75

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Lansdowne Rubber Co., Ltd., (Carson & Co., Agents)	Lansdowne		721
N. D. S. Silva, Winyatt's, Gregory's road, Colombo	Silvaland		506
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agarsland		469
The Consolidated Tea and Lands Company, Ltd.	Galboda		742
Do.	Hapugastenna Group		3,393
Do.	Alupolla		2,496
M. G. Gomez	Dikmukalana		200
Total			8,527

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, W. A. WEERAKOON,  
Ratnapura, December 5, 1917. for Chairman.

#### Closing of a Resthouse, Province of Sabaragamuwa.

NOTICE is hereby given that the resthouse at Pindeniya, Kegalla District, Province of Sabaragamuwa, will be closed from and after December 31, 1917.

Provincial Road Committee, W. A. WEERAKOON,  
Ratnapura, December 6, 1917. Secretary.

## 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, November 2, 1917.**

THE Council met this day at 3 P.M., pursuant to notice dated October 26, 1917.

*Present* :—Mr. R. W. Byrde, Chairman ; Mr. C. P. Dias ; Major A. W. de Wilton ; Mr. L. B. Fernando ; 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. T. L. Villiers ; Capt. P. W. Mathew, R.A.M.C. ; Mr. W. C. S. Ingles ; Mr. W. A. Cave ; Mr. Harold Creasy ; and Mr. J. K. Hormusjee.

1. The Minutes of the General Meeting of October 5, 1917, having been previously printed and a copy thereof having been sent to each Member of Council, were taken as read.

Resolved that the Minutes of the General Meeting of October 5, 1917, be confirmed.

2. The Chairman read the following :—Since the last meeting 4 cases of human plague and 1 case of rat plague have been recorded, making a total for this year of 191 human and 57 rat cases, as against 241 human and 54 rat cases during the corresponding period of last year, while in the preceding year there were 99 cases of human plague. Of the 4 human cases, 3 were septicæmic and 1 bubonic in character. The cases occurred in Java lane, Bankshall street, and Second Division, Maradana. One case was reported from the hospital. The patient was said to have no fixed residence, but to sleep in verandahs in the Pettah—usually Maliban street. The rat was found dead in the Fourth Cross street in the open.

3. The Chairman explained that the Member for Slave Island Ward had sent in a question, to be included in the agenda, after the due date, but that, with the permission of the Council, the question may be put.

The permission having been given, Mr. H. L. de Mel asked :—Whether this Council has been consulted by Government in regard to the proposed railway extension through the north-east end of Colombo, especially as regards crossing public roads and other vested rights of rate-payers ?

The Chairman replied as follows :—This Council has not been consulted by Government in this matter. A proposal for the diversion and improvement of Alutmawata road and the closing of Uplands road, which have become necessary for the prosecution of the work of constructing the Harbour rail connection has been recently forwarded for my information and for any observations which I may wish to make. The proposal is being placed before the respective Committees for consideration. After the Committees have considered the matter, the Council will be able to draw the attention of Government to the fact that it has not been consulted with regard to the project.

4. Pursuant to notice, Mr. E. G. Jayewardene moved :—That this Council recommends that Ordinance No. 6 of 1910 be so amended as (a) to confer power on the Council to cancel sales of immovable property carried out for non-payment of rates or taxes after the Chairman had signed the certificate in the form H in terms of section 146 of the said Ordinance ; (b) to vest a discretion in the Chairman to sign or to refuse to sign a certificate in the form G in terms of section 143 of the said Ordinance. Mr. J. A. Perera seconded.

The Chairman gave details of the present procedure, pointing out where it is liable to lead to hardship on the owners of property, and suggested that the matter be referred to the Standing Committees on Law and General Subjects and Finance for consideration.

With the consent of the Council the mover added the words " that the matter be referred to the Standing Committees on Law and General Subjects and Finance to draft sections for the purpose."

The motion was put to the Meeting and carried.

Mr. C. P. Dias moved that the Council do go into Committee to consider items Nos. 5 to 9 (inclusive) on the agenda. Mr. L. B. Fernando seconded.—Carried.

5—9. The following extracts from the Minutes of the Special and Standing Committees, named, were then laid before the Council in Committee :—

*Extract from the Minutes of the Special Committee re Municipal Commission of October 19, 1917.*

(2) To consider letter No. 145 of October 1, 1917, from the Hon. the Colonial Secretary, with regard to the Supplementary Report of the Committee.

*Re paragraph 2 :* (1) The Committee considers that Government should be asked that the Hon. the Attorney-General should draft the necessary provisions as an amendment to the Municipal Councils Ordinance, No. 6 of 1910 ; (2) recommended that the proposal be approved ; (3) recommended that inquiries be made from the Municipalities in India, the Straits, Hong Kong, and Shanghai, as to whether the Fire Insurance Companies pay any tax, contribution, or fire rate towards the maintenance of the Fire Brigade ; (4) recommended that it be pointed out to Government that the proposal by the Council is that the Council should obtain a special loan from Government on the usual terms and be solely liable to Government for the re-payment of the loan, and that, if this is done, the Council should, it is submitted, have full control as to the application of the fund, free from any outside restriction. Under the suggestion made by the Commission, it is understood, that the loan is to be made by the Government direct to the householder. The proposition now made is that the loan should be made direct to the Council, and that the Council should hold itself liable to Government for it. If the proposal of the Commission were to be adopted, it would involve a conflict between the right of the Council with regard to the recoveries of rates and taxes and the right of Government with regard to recovery of the advance as to the first charge on the property in the event of any default. This would necessarily lead to serious complications. It is calculated that the Council will only require a limited sum from time to time, and not the whole amount at once.

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

*Extract from the Minutes of the Special Committee re Establishment of October 23, 1917.*

(6) To consider the question of the post held by Mr. F. Ginger in the Finance Department.—Recommended that the post in the Finance Department, of Correspondence Clerk, held by Mr. F. Ginger, be abolished as from January 1, 1918, and that Mr. F. Ginger be retired on pension.

Mr. L. B. Fernando moved that the recommendation of the Special Committee be adopted. Mr. C. P. Dias seconded.—Carried.

*Extract from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of September 26, 1917.*

(13) To recommend an estimate of Rs. 4,800 from the Waterworks Engineer for engineering survey work for the preparation of plans for increasing the capacity of Labugama reservoir, by raising the dam 10 feet in height, to provide for approximately an additional storage of 500 million gallons.—Recommended.

*Resolution of Council of October 5, 1917.*

With regard to item No. 13, it was resolved that the consideration of the matter be postponed, and that the papers be circulated with the opinion of the Waterworks Engineer as to which of the two schemes for augmenting the water supply should be first adopted, namely:—(1) The raising of the dam; (2) the diversion of the stream.

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

*Extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of October 26, 1917.*

(7) To consider an application from the Waterworks Engineer for the issue of a raincoat to Overseer L. M. Perera, at a cost of about Rs. 30.—Recommended that the purchase of the raincoat be sanctioned.

(9) To recommend the cancellation of the provision of Rs. 750 on account of vote I (c) 36, under item No. 11 (d) of the recommendations of the Standing Committees on Municipal Works and Finance (meeting together) of August 30, 1917, and sanctioned by Council of September 7, 1917, and to substitute this sum of Rs. 750 under Vote I (i) 55 (Works Department), construction and repairs of night soil carts.—Recommended.

(12) To consider the tenders for supplies for 1918:—With regard to the tenders for coconut shell charcoal, recommended that the contract be given to Mr. L. B. Goonetilleke, provided he contracts at Rs. 52.50 per ton. Recommended that the tenders recommended by the Tender Board be accepted, but that no tenders be accepted at present for the supply of metal, and no contract be entered into for the supply of stationery.

(14) To consider an application from Mr. Francis Daniel for permission to erect a bridge or drawbridge in Ferguson's road.—Recommended that the permission be granted and that the terms be settled when it is decided what style of bridge is necessary.

Mr. E. G. Jayewardene moved that the recommendations of the Standing Committees be adopted. Mr. C. P. Dias seconded.—Carried.

*Extracts from the Minutes of the Standing Committee on Finance of October 26, 1917.*

(3) With reference to the recommendation of item No. 15 of the Standing Committee on Finance of July 27, 1917, and approved of by Council on August 3, 1917, to recommend that the premises No. 294/18, Marties lane, vested in the Council, be re-transferred to Mr. W. A. Fernando, instead of as therein stated to Mr. C. W. Fernando.—Recommended.

(4) To consider an application from Mr. R. St. P. S. Wyndham, Sub-Inspector, City Sanitation Department, for the application in his case of the rule with regard to Municipal employes on active service.—Recommended that he be granted half pay for the period he was absent without pay.

(10) To consider an application from Mr. C. M. Young, Financial Assistant, for leave out of the Island, as follows:—1917, casual leave: from December 17 to 22, 6 days; from December 28 to 31, 4 days; total, 10 days. 1918, vacation leave: from January 1, about 15 days.—Recommended.

(13) To recommend supplemental provision of Rs. 7,500 on account of Interest and Sinking Fund on Waterworks loan.—Recommended.

(16) To recommend supplementary provision of Rs. 2,000 under vote C 5 (Secretariat) stationery, as the vote is insufficient to meet the expenses for the year.—Recommended.

(17) To recommend sanction of 8 days' leave in April, 1917, to peon Manikkan Pillai, in excess of the regulation, 14 days' casual leave.—Recommended.

(18) To recommend the transfer of Rs. 500 from vote K 7 (Waterworks Department), purchase and upkeep of meters, to vote K 8, purchase and repairs to tools, as the vote is insufficient to meet the expenses for the year.—Recommended.

(20) To consider a proposal for the payment of a conveyance allowance of Rs. 10 per mensem from November 1, 1917, to each of the two bicycle orderlies of the Secretary's Office, in lieu of the provision of bicycles to them by the Council, the orderlies providing their own bicycles: M. J. Perera, Council circulating peon; S. de Costa, peon.—Recommended.

With regard to item No. 4, the Chairman made special reference to the case of Mr. Wyndham, which he thought called for sympathetic consideration on the part of the Council, in view of the services rendered by him at the Front.

Mr. E. G. Jayewardene read an extract from a war leaflet issued by the Education Department regarding Mr. Wyndham's response to the call for war service, and moved that the recommendation of the Standing Committee be adopted. Mr. H. L. de Mel seconded.—Carried.

Mr. E. G. Jayewardene moved that the recommendations of the Standing Committee with regard to the remaining items be adopted. Mr. Arthur Alvis seconded.—Carried.

*Extract from the Minutes of the Standing Committee on Law and General Subjects of October 29, 1917.*

(12) To consider an application from Mr. Francis Daniel for permission to erect a bridge or drawbridge in Ferguson's road.—Recommended that the permission be granted and that the terms be settled when it is decided what kind of bridge is required.

Resolved that the recommendation of the Standing Committee be adopted.

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

The Chairman formally moved in Council that the resolutions of Council in Committee be adopted. Mr. E. G. Jayewardene seconded.—Carried.

Before the motion was put to the meeting, Mr. T. L. Villiers spoke with regard to the recommendations of the Special Committee re Municipal Commission. The motion was put to the meeting and carried.

Mr. C. P. Dias moved that the following item, viz:—No. 10 on the Agenda be adopted. Mr. L. B. Fernando seconded.—Carried.

10. To sanction excess leave of 50 days over 42 days granted to Municipal midwife, Sarah Dias, of the Public Health Department.

The following documents were laid on the table:—

11. The report of the Medical Officer of Health for the 2nd quarter of 1917.

12. The City Analyst's reports on town water for October, 1917, and the Municipal Bacteriologist's report on town water for October, 1917.

13. The Progress Report No. 80 of the Acting City Sanitation Engineer for October, 1917.

14. The report of the Resident Engineer, Colombo Drainage Works, for September, 1917.

15. Statements of receipts and disbursements from January 1 to September 30, 1917, together with a statement of No. 2 account (riot) up to September 30, 1917, respectively, and progress reports showing expenditure for September, 1917.

An estimate of probable receipts and the proposed expenditure for the ensuing financial year.

Return of Committees of the Municipal Council for 1917.

Proceedings of Committees.

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

Return of average daily supply and consumption of water for September, 1917.

The Works Engineer's report for September, 1917, on the condition of tramway routes.

Report of the Acting Municipal Bacteriologist of work done during September, 1917.



Diaries of the following officers for the month of October, 1917:—The Works Engineer and his Assistants, the Waterworks Engineer and his Assistants, the Medical Officer of Health and his Assistants, the Prosecuting Inspector, the Acting City Sanitation Engineer, the Financial Assistant to the Chairman and the Officers of his Department, the Veterinary Surgeon and his Officers, and the City Analyst.

Confirmed on December 7, 1917:

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

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

**Summary of Receipts and Disbursements from January 1 to October 31, 1917.**

Head of Revenue.		Amount.	Head of Expenditure.		Amount.
		Rs. c.			Rs. c.
A.—Taxes ..	..	262,799 96	A.—Non-effective charges ..	..	710,382 99
B.—Licenses ..	..	171,529 81	B.—Chairman ..	..	15,000 0
C.—Judicial fines ..	..	36,845 17	C.—Secretariat ..	..	40,771 81
D.—Tolls ..	..	138,504 81	D.—Finance Department ..	..	140,066 41
E.—Markets ..	..	67,065 7	E.—Veterinary Department ..	..	107,677 33
F.—Slaughter-house ..	..	44,826 60	F.—Municipal Court ..	..	12,093 14
G.—Public Health Department ..	..	7,320 58	G.—Fire Brigade and Ambulances ..	..	49,563 42
H.—Cattle Mart and Quarantine Station ..	..	26,661 7	H.—Public Health Department ..	..	154,436 23
I.—Consolidated rate ..	..	1,560,039 88	I.—Works Department ..	..	1,104,514 79
J.—Water ..	..	393,661 57	K.—Waterworks Department ..	..	206,581 42
K.—Rents ..	..	34,188 0	L.—Assessing Department ..	..	22,917 57
L.—Miscellaneous ..	..	148,198 93	M.—Sanitation Department ..	..	140,453 59
					2,704,458 70
			Excess of receipts over expenditure ..	..	187,182 75
Total ..	..	2,891,641 45	Total ..	..	2,891,641 45

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

November 13, 1917.

**Balance Sheet, October 31, 1917.**

Sundry Liabilities.		Rs. c.	Rs. c.	Sundry Assets.		Rs. c.	Rs. c.
1. Deposits:—				1. Advance Accounts:—			
(a) General ..	..	25,539 18		Miscellaneous ..	..	—	24,969 14
(b) Security ..	..	24,136 30					
(c) Waterworks ..	..	2,177 89		2. Stock of Stores:—			
(d) Miscellaneous ..	..	13,555 68		(a) Suduwella ..	..	184,981 55	
			65,409 5	(b) Maligakanda ..	..	234,060 88	
2. Suspense Account: Profit on Municipal Council metal quarries ..	..	—	1,695 20				419,042 43
3. Treasury Account: Construction of latrines and house connections—				3. Suspense Account ..	..	—	40 0
Amount received from Government on account of loan ..	..	381,091 61		4. Cash:—			
Expenditure ..	..	377,544 45		(a) At Bank on Current Account 128,702 19			
			3,547 16	(b) On Fixed Deposit Account 150,000 0			
4. Excess of Assets over Liabilities:—				(c) In hand ..	..	1,100 0	
(a) Balance at credit on December 31, 1916 ..	..	466,019 60					279,802 19
(b) Excess of receipts over expenditure up to October 31, 1917 ..	..	187,182 75					
			653,202 35				
Total ..	..	723,853 76		Total ..	..	723,853 76	

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

November 13, 1917.

**Riot Account.—Balance Sheet, October 31, 1917.**

Liabilities.		Rs. c.	Rs. c.	Assets.		Rs. c.	Rs. c.
Ceylon Government:—				Advance Account ..	..	1,000 0	
Capital ..	..	89,893 46		Cash ..	..	151,887 47	
Interest ..	..	1,943 1					
			91,836 47				
Awards unpaid ..	..	..	3,955 50				
Deposit Account ..	..	..	587 28				
Surplus ..	..	..	56,508 22				
Total ..	..	152,887 47		Total ..	..	152,887 47	

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

November 14, 1917.

## Colombo Municipality, Riot Account.—Statement of Receipts and Disbursements to October 31, 1917.

Head of Revenue.	Receipts to Oct. 31, 1917.		Head of Expenditure.	Expenditure to Oct. 31, 1917.	
	Rs.	c.		Rs.	c.
Advance by Government ..	850,000	0	Repaid to Government ..	760,106	54
Fines ..	10,000	0	Awards account ..	912,841	33
Riot Compensation:—			Loss by theft ..	7,500	0
Commutation tax ..	661,386	82	Office expenses ..	4,147	10
Assessment tax ..	390,978	57	Commission on commutation tax ..	16,190	18
Bank interest ..	1,313	41	Commission on assessment tax ..	2,651	31
Miscellaneous receipts ..	1,279	95	Interest to Government ..	59,222	10
	1,914,958	75		1,762,658	56
Deposit Account ..	587	28	Advance Account ..	1,000	0
			Cash:—		
			At Bank ..	Rs. 151,787	47
			In-hand ..	Rs. 100	00
				151,887	47
<b>Total ..</b>	<b>1,915,546</b>	<b>3</b>	<b>Total ..</b>	<b>1,915,546</b>	<b>3</b>

November 14, 1917.

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

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

The Municipal Office,  
Colombo, December 11, 1917.

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

## SCHEDULE.

Time and Date of Sale : Saturday, December 22, 1917, at 2 p.m.

1, Lotus Road.

Premises No.	Quarter and Year.	Property seized.
528A	1st quarter, 1916, to 2nd quarter, 1917, and riot tax for 1916 and 1917.	1 betel stand (wooden), 3 cups and 7 saucers, 1 zinc tumbler, 3 glass tumblers, 2 knives, 1 arecanut cutter, 1 tea boiler and stand, 1 zinc basin, 1 hanging lamp, 3 benches, 15 empty bottles, 1 show case (without glass), 2 buckets, 1 glass case (broken), 2 China plates, 1 zinc tray, 2 dealwood boxes, 2 tin cutters, 2 wall brackets (dealwood), 1 counter (dealwood).

Prices of Food Stuffs, &c., in Colombo  
on December 19, 1917.

	Rs.	c.
Muttusamba, No. 1 quality .. Per bushel	6	25
Kara Rice .. do.	—	—
Kallunda, No. 1 quality .. Per bag (2½ bushels)	11	75
Sulai, No. 1 do. .. do.	12	0
Kaivara, No. 1 do. .. do.	12	12
Raw Rice, Rangoon .. Per bushel	4	62
Do. Singapore .. do.	—	—
Mysore Dholl .. do.	5	50
Green Peas (Gram) .. do.	5	0
Thovarem Dholl .. do.	5	25
Chillies, No. 1 quality .. Per thulan (26½ lb.)	5	75
Do. Rangoon do. .. do.	—	—
Red Onions .. do.	2	25
Bombay Onions .. Per cwt.	8	0
Potatoes, Indian, Red .. do.	10	50
Do. Indian .. do.	10	0
Maldive Fish, No. 1 quality .. do.	60	0
Sugar, Crystal .. Per bag (2 cwt.)	37	0
Soft Sugar .. Per cwt.	22	50
Matches, "Three Stars" .. Per case of 50 gross boxes	167	0
Kerosine Oil "Monkey Brand" Per tin	4	65

	Rs.	c.
Kerosine Oil "Daylight" .. Per tin	4	85
Do. "Rising Sun" .. do.	—	—
Coriander .. Per lb.	0	15
Beef .. do.	0	30*
Mutton .. do.	0	60*
Chicken .. Each	0	62*
Fish, Fresh (Seer) .. Per lb.	0	75*
Do. (Common) .. do.	0	40*
Dry Fish (Kumbalawas) No. 1 quality .. Per 900	7	0
Do. (Halmessan), No. 1 quality .. Per cwt.	20	0
Eggs .. Each	0	4*
Milk, Fresh, Cow .. Per pint	0	24*
Bread .. Per lb.	0	16*
Plantains .. Each	0	1*
Limes .. Per 100	0	25/50
Salt .. Per bushel	2	52
Coconuts .. Per 100	4	0
Firewood .. Per cwt.	1	0

\* Retail prices.

C. M. YOUNG,  
Financial Assistant to the  
Chairman, Municipal Council,  
December 19, 1917.



## Assessment Tax, Sanitary Board, Colombo District.

IT is hereby notified that the Sanitary Board of the Colombo District has, in terms of section 7 of "The Small Towns Sanitary Ordinance, 1892," as amended by section 2 (3) of Ordinance No. 13 of 1905, made and assessed a rate of 5 per cent. per annum for the year 1918 on the annual value of all houses and buildings of every description, and all lands and tenements whatsoever situated within the towns of Avissawella, Puwakpitiya, Padukka, Hanwella, Gampaha, Ja-ela, Peliyagoda, Veyangoda, Pugoda, Kochchikade, Piliyandala, Mirigama, Mount Lavinia, Kirillapone, Nugegoda, Egoda Kolonnawa, Waga, Kosgama, Kelaniya, Homagama, Kandana, Wattala-Mabole, Cotta, Welikada-Nawala, Seeduwa, and Diulapitiya in the Colombo District, save such as are by the said section of the said Ordinance exempted from payment of such rate.

The Kachcheri,  
Colombo, December 17, 1917.

J. G. FRASER,  
Chairman.

## Commutation Tax, Sanitary Board, Colombo District.

NOTICE is hereby given to persons residing within the Sanitary Board Towns of Avissawella, Puwakpitiya, Padukka, Hanwella, Gampaha, Ja-ela, Peliyagoda, Veyangoda, Pugoda, Kochchikade, Piliyandala, Mirigama, Mount Lavinia, Kirillapone-Nugegoda, Egoda Kolonnawa, Waga, Kosgama, Kelaniya, Homagama, Kandana, Wattala-Mabole, Cotta, Welikada-Nawala, Seeduwa, and Diulapitiya in the Colombo District, Western Province, that the Board, acting under the provisions of section 32 of Ordinance No. 18 of 1892, has resolved that, on account of the year 1918, a tax payable in six days' labour be imposed upon all persons residing within the limits of the said towns, who if this section had not been passed, would have been liable under "The Road Ordinance, 1861," to the performance of labour for the maintenance of roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1918.

The Kachcheri,  
Colombo, December 17, 1917.

J. G. FRASER,  
Government Agent.

## Statements of Revenue and Expenditure of the Small Towns in the Western Province for the Year 1916.

AVISSAWELLA.			
Revenue.	Rs. c.	Expenditure.	Rs. c.
Balance on December 31, 1915 ..	7,511 15	Commission ..	180 68
Assessment ..	1,658 56	Refund of fines ..	70 0
Commutation ..	685 90	Loan ..	6,000 0
Fines ..	680 50	Printing and stationery ..	89 87
Compensation for local rates ..	356 8	Salaries and stationery ..	710 50
Loan ..	4,000 0	Market ..	842 46
Licenses ..	1,666 25	Stores ..	1 80
Market ..	74 0	Latrine ..	131 50
Miscellaneous ..	990 82	Miscellaneous ..	515 57
		Balance ..	8,542 38
	17,623 26		9,080 88
			17,623 26

PUWAKPITIYA.			
Revenue.	Rs. c.	Expenditure.	Rs. c.
Balance on December 31, 1915 ..	534 62	Commission ..	137 88
Assessment ..	1,292 87	Printing and stationery ..	45 0
Commutation ..	634 0	Salaries ..	672 50
Fines ..	32 50	Market ..	2,396 12
Compensation for local rates ..	8 20	Stores ..	3 50
Licenses ..	143 25	Miscellaneous ..	64 33
Market ..	792 53		
	3,437 97	Balance ..	3,319 33
			118 64
			3,437 97

PADUKKA.			
Revenue.	Rs. c.	Expenditure.	Rs. c.
Balance on December 31, 1915 ..	794 90	Commission ..	327 5
Assessment ..	473 63	Loan ..	1,265 0
Commutation ..	281 0	Printing and stationery ..	23 0
Fines ..	45 0	Salaries ..	193 80
Compensation for local rates ..	36 16	Market ..	535 0
Loan ..	1,565 0	Miscellaneous ..	1,288 21
Licenses ..	49 75		
Market ..	374 50	Balance ..	3,632 66
Miscellaneous ..	76 0		63 28
	3,695 94		3,695 94

HANWELLA.			
Revenue.	Rs. c.	Expenditure.	Rs. c.
Balance on December 31, 1915 ..	881 65	Commission ..	46 96
Assessment ..	350 2	Loan ..	250 0
Commutation ..	167 50	Printing and stationery ..	10 0
Fines ..	10 0	Salaries ..	160 0
Compensation for local rates ..	34 60	Stores ..	60 0
Licenses ..	45 25	Miscellaneous ..	23 1
	1,489 2	Balance ..	549 97
			939 5
			1,489 2

GAMPAHA.			
Revenue.	Rs. c.	Expenditure.	Rs. c.
Balance on December 31, 1915 ..	2,821 42	Commission ..	411 63
Assessment ..	960 54	Printing and stationery ..	52 0
Commutation ..	687 95	Salaries ..	682 0
Fines ..	168 25	Latrine ..	140 0
Compensation for local rates ..	82 60	Market ..	137 47
Licenses ..	876 25	Stores ..	15 11
Market ..	348 65	Miscellaneous ..	2,948 62
Miscellaneous ..	98 92		
	6,044 58	Balance ..	4,886 83
			1,657 75
			6,044 58

JA-ELA.			
Revenue.	Rs. c.	Expenditure.	Rs. c.
Balance on December 31, 1915 ..	1,691 61	Commission ..	89 12
Assessment ..	678 17	Printing and stationery ..	47 0
Commutation ..	266 0	Salaries ..	557 0
Fines ..	238 0	Market ..	203 96
Licenses ..	708 25	Stores ..	1 25
Market ..	939 0	Miscellaneous ..	3,765 31
Miscellaneous ..	208 25		
	4,729 28	Balance ..	4,663 64
			65 64
			4,729 28

PELIYAGODA.			
Revenue.	Rs. c.	Expenditure.	Rs. c.
Balance on December 31, 1915 ..	2,169 68	Commission ..	165 36
Assessment ..	1,167 78	Refund of licenses erroneously credited ..	15 0
Commutation ..	996 70	Printing and stationery ..	57 0
Fines ..	595 50	Salaries ..	897 0
Compensation for local rates ..	7 0	Latrine ..	250 0
Licenses ..	902 0	Market ..	2,914 62
Market ..	255 0	Stores ..	6 95
Miscellaneous ..	188 68	Miscellaneous ..	1,601 9
	6,282 34	Balance ..	5,907 2
			375 32
			6,282 34

VEYANGODA.			
Revenue.	Rs. c.	Expenditure.	Rs. c.
Balance on December 31, 1915 ..	540 14	Commission ..	544 81
Assessment ..	1,714 57	Loan ..	4,000 0
Commutation ..	885 40	Printing and stationery ..	20 0
Fines ..	47 50	Salaries ..	800 0
Compensation for local rates ..	121 68	Market ..	6,076 77
Loan ..	6,000 0	Stores ..	19 30
Licenses ..	481 25	Latrine ..	205 0
Market ..	1,986 10	Miscellaneous ..	115 29
Miscellaneous ..	10 0		
	11,786 64	Balance ..	11,781 17
			5 47
			11,786 64

PUGODA.			
Revenue.	Rs. c.	Expenditure.	Rs. c.
Balance on December 31, 1915 ..	395 87	Commission ..	187 67
Assessment ..	344 16	Printing and stationery ..	12 0
Commutation ..	165 50	Salaries ..	149 50
Fines ..	14 50	Market ..	392 46
Licenses ..	22 0	Miscellaneous ..	43 69
Market ..	95 54		
Miscellaneous ..	1 0	Balance ..	765 32
	1,038 57		273 25
			1,038 57

KOCHCHIKADE.			
Revenue.	Rs. c.	Expenditure.	Rs. c.
Balance on December 31, 1915 ..	4,676 70	Commission ..	464 96
Assessment ..	904 33	Printing and stationery ..	93 0
Commutation ..	806 0	Salaries ..	747 50
Fines ..	138 50	Miscellaneous ..	62 24
Compensation for local rates ..	72 0		
Licenses ..	3,937 0	Balance ..	1,367 70
Miscellaneous ..	270 3		9,436 86
	10,804 56		10,804 56

