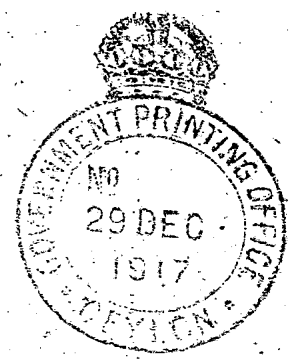
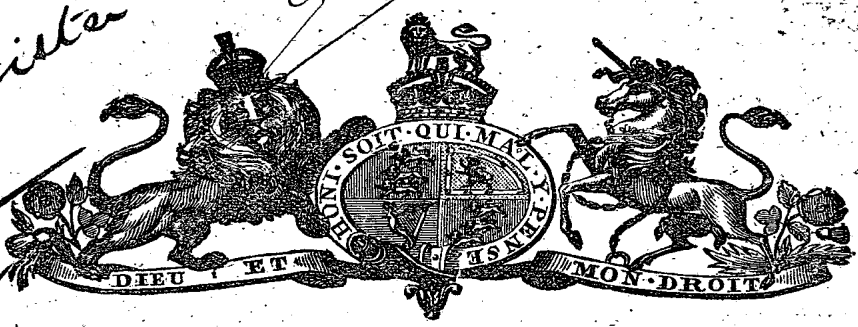


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## Part I.—General.

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

	PAGE		PAGE		PAGE
Minutes by the Governor	—	Vital Statistics	—	Patents Notifications	—
Proclamations by the Governor	793	Miscellaneous Departmental Notices	800	Notices under "The Joint Stock Companies Ordinance"	—
Appointments by the Governor	796	Abstracts of Season Reports	827	Trade Marks Notifications	—
Appointments, &c., of Registrars	797	Sales of Arrack and Toll Rents	—	Local Board Notices	834
Government Notifications	798	Sales of Salt and Timber	—	Road Committee Notices	833
Revenue and Expenditure Returns	—	"Excise Ordinance" Notices	—	Unofficial Announcements	801
Currency Commissioners' Notices	—	Proceedings of Municipal Councils	831	Specifications under "The Irrigation Ordinance"	830
Notices calling for Tenders	799	Notices to Mariners	—	Meteorological Returns	—
Contracts for Supplies of Stores	—	Returns of Imports	834		
Sales of Unserviceable Articles	800	Railway Traffic Returns	—		

### 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.

WHEREAS by section 1 of "The Prevention of Cruelty to Animals (Amendment) Ordinance, No. 43 of 1917," it is enacted that the said Ordinance shall come into operation on such date as the Governor shall, by Proclamation in the *Government Gazette*, appoint:

Know Ye that We, the said Governor, in exercise of the powers vested in Us as aforesaid, do hereby appoint that "The Prevention of Cruelty to Animals (Amendment) Ordinance, No. 43 of 1917," shall come into operation as from and after the date hereof.

Given at Kandy, in the said Island of Ceylon, this Twenty-eighth 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.

WHEREAS by section 1 of "The Land Acquisition (Amendment) Ordinance, No. 44 of 1917," it is enacted that the said Ordinance shall come into operation on such date as the Governor shall, by Proclamation in the *Government Gazette*, appoint:

Know Ye that We, the said Governor, in exercise of the powers vested in Us as aforesaid, do hereby appoint that "The Land Acquisition (Amendment) Ordinance, No. 44 of 1917," shall come into operation as from and after the date hereof.

Given at Kandy, in the said Island of Ceylon, this Twenty-eighth 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.

WHEREAS the town of Madampe, in the Chilaw District, in the North-Western Province, was brought under the operation of "The Small Towns Sanitary Ordinance, 1892," by a Proclamation dated February 7, 1894, and published in the *Government Gazette* of February 23, 1894, and the limits of the said town were defined in the said Proclamation:

And whereas it is expedient to amend the said Proclamation by re-defining the limits of the said town:

Now know Ye that We, the Governor, with the advice of the Executive Council, in exercise of the powers in Us vested by section 2 of the said Ordinance, do hereby amend the said Proclamation by substituting for the schedule thereto, which defines the limits of the said town, the schedule hereto re-defining the limits of the said town, with effect from January 1, 1918.

Given at Kandy, in the said Island of Ceylon, this Twenty-first 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.

*North.*—(1-2) The land called Usawatta belonging to Mrs. D. P. Abeyratne and H. P. Migel Fernando; (3) the land called Pannikkigewatta belonging to Moses Jayamanne; (4-6) the land called Gorakagahawatta belonging to Warnacula Patabendige Anthony Perera, Police Headman; (7) the land called Thalghahawatta belonging to C. Marthinu Fernando; (8-9) the land called Vidaneralagawatta belonging to D. J. Jayatunge and W. Raphael Appuhamy, Vel-Vidane; (10) the land called Mailagahawatta belonging to P. Abilinn Perera; (11) the land called Gurnendegeidama belonging to Moses Jayamanne; (12-13) the land called Diyappuvagakeidama belonging to Mr. J. P. Pandittasekere and others; (14) the land called Juwanwatta belonging to the heirs of A. P. Jayawardene and others; (15) the land called Esianappugewatta belonging to Mr. J. P. Pandittasekere; (16-17) the land called Kahatagahamulegala belonging to J. P. Pandittasekere and others; (18) the land called Siyambalahawatta belonging to H. Helenehamy and others; (19) the land called

Madangahawatta belonging to B. A. Paulu Appu; (20) the land called Kahatagahamulegala belonging to Mr. J. P. Pandittasekere and others; (21-22) the land called Timibirigahawatta belonging to D. Jayamanne and others and P. B. Rupesinghe and others; (23-24) the land called Kadurugahawatta belonging to Siyadoris Appu and others and J. P. Pandittasekere and others; (25) the land called Kajugahawatta belonging to R. M. Gustinahamy and others; (26) the land called Siyambalahawatta belonging to Mr. P. J. Amerasekera and others; (27) the land called Kajugahawatta belonging to Anamarihamy and others; (28-29) the land called Ambagahawatta belonging to Mr. J. P. Pandittasekere and others and P. J. Amerasekera and others; (30) Irrattakulam road; (31) land belonging to Arthurappu and two others; (32) the land called Timbirigahawatta belonging to S. Marihamy and others; (33-34) the land called Kohombagahawatta belonging to K. John Perera and others and D. B. Amerasinghe and others; (35) along the western and north-western boundary

drain of Pinwatta claimed by Mr. de Mel up to Uraliagara-Galahitiyawa road; (36) along the south-east boundary of Daminagahawatta claimed by Mr. C. P. de Silva; (37) along the north and north-eastern boundaries of the railway station premises; (38) along the southern boundary of the land claimed by the heirs of the late Abeyratne, Mudaliyar to the Uraliagara-Panirendawa road; (39) along the northern boundary of the Wesleyan Chapel premises; (40) a straight line from thence to the point of the Uraliagara-Dandagamuwa road where it is crossed by the ditch or water-course on the western boundary of Mellawa-agara estate claimed by Mr. C. P. de Silva.

*East.*—(41) Along the course of the aforesaid ditch of the western boundary of Mellawa-agara estate to Tinipitiwewa tank; (42) the western edge of Tinipitiwewa tank.

*South.*—(43) Tinipitiwewa tank.

*West.*—(44) By the tract of paddy fields known as Kadupitiwelyaya.

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.

KNOW Ye that We, the Governor, with the advice and consent of the Executive Council, in exercise of the powers in Us vested by section 13 of "The Police Ordinance, 1865," do hereby vary the limits of the town of Panadura, set forth in the schedule to the Proclamation of October 4, 1895, by substituting therefor the limits specified in the schedule hereto.

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

By His Excellency's command,

GOD SAVE THE KING.

R. E. STUBBS,  
Colonial Secretary.

SCHEDULE REFERRED TO.

*North.*—The village boundary of Gerakapola and Walana eastwards as far as the old road.

*East.*—The old road as far as its junction with the First Cross road; the First Cross road to a point 5 chains to the east of the old road. A line drawn southwards parallel to the old road at a distance of 5 chains to the east of the said road. Boundaries enclosing the frontages to a distance of 5 chains on either side of the Gonabéndiduwa District Road Committee road and Udahamulla-Aruggoda Village Committee road as far as the Tantrimulla-ela and the Malamulla village boundary respectively, excluding the paddy fields. A line drawn due north and south through a point exactly a quarter of a mile to the east of the junction of the Fourth Cross road and Gravets road, excluding the paddy fields. From the last-named boundary a line drawn south-eastwards and eastwards parallel to the Horana road, 5 chains to the north of that road as far as the western boundary of the Wekada Mosque. A line drawn north and south through the western boundary of Wekada Mosque to a distance of 5 chains on either side of the Horana road. From the last-named boundary a line drawn westwards parallel to the Horana road, 5 chains to the south of the said road as far as the Moravinna road. The Moravinna road southwards to the Nalluruwa-Mahawila Village Committee road. The said Village Committee road south-westwards to a point 5 chains to the east of the Colombo-Galle road. A line drawn south-westwards parallel to the Colombo-Galle road and 5 chains to the east of the said road as far as the boundary of the Pinwatta village.

*South.*—The boundary of the Pinwatta village to the sea.

*West.*—The sea and the centre of the Panadura river.

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.

KNOW Ye that We, the Governor, with the advice and consent of the Executive Council, in the exercise of the powers in Us vested by "The Police Ordinance, 1865," as amended by "The Police (Amendment) Ordinance, No. 39 of 1916," and in pursuance of the necessary determinations and appointments made under section 34 of the said Ordinance, do hereby declare that for the purpose of the tax payable under the said section in respect of the expenses of the police payable by the town of Panadura (as defined by the Proclamation dated December 22, 1917), We do appoint the percentage of 3½ per centum as the percentage payable as from and after January 1, 1918, on the *bona fide* annual value of the houses, buildings, lands, and tenements liable under the said section, subject to the exceptions in the said section contained.

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

By His Excellency's command,

GOD SAVE THE KING.

R. E. STUBBS,  
Colonial Secretary.

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.

WHEREAS by a Proclamation dated October 11, 1877, the town of Negombo, in the Western Province, was brought under the operation of Ordinance No. 7 of 1876, and the limits of the said town were defined therein for the purposes of the said Ordinance:

And whereas by subsequent Proclamations dated July 31, 1886, July 26, 1905, and September 6, 1913, the limits of the said town of Negombo were re-defined:

Now know Ye that We, the Governor, with the advice of the Executive Council, in exercise of the powers in Us vested by section 4 of "The Local Boards Ordinance, 1898, do hereby amend the said Proclamation of September 6, 1913, by substituting for the schedule thereto annexed, the schedule hereto, re-defining the limits of the said town of Negombo as from and after January 1, 1918.

Given at Kandy, in the said Island of Ceylon, this Twenty-second 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.

North: A straight line drawn from the junction of Dalupotta-oya with the canal due west to the sea.

East: The Dalupotta-oya from its junction with the canal to the culvert over the said oya on the Negombo-Minuwangoda road, and thence southwards along the western boundary of the Goluapokuna estate to the Diyahonda-ela.

South: The Diyahonda-ela (near the 20th milepost on the Colombo road) and a line drawn from the mouth of the said ela due west across the Negombo lake to the island of Pitipana.

West: The eastern and northern shores of Pitipana and the southern and eastern shores of Duwa at high water as far as the extreme north-eastern point of Duwa, thence by a straight line drawn to the northern end of Dhoby's lane, the sea.

Note.—Within the area above described the islands of Munakara and Mankuliya are included, but not the other small islands above high-water mark.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 421 of 1917.

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

Mr. W. A. WEERAKOON to act, in addition to his own duties, as District Judge and Commissioner of Requests, Ratnapura, for December 27, 1917, during the absence of Mr. F. D. PERIES from the station.

Mr. T. W. ROBERTS to be, in addition to his own duties, Additional District Judge for the judicial division of Badulla-Haldummulla for January 4, 1918.

Mr. A. CATHIRAVELU to act as Additional Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, from January 2 to 6, 1918, inclusive.

By His Excellency's command,

Colonial Secretary's Office, R. E. STUBBS,  
Colombo, December 26, 1917. Colonial Secretary.

No. 422 of 1917.

HEADS of Departments are hereby authorized to accept the signature of Lieutenant W. H. SMALLWOOD on behalf of Captain OSMUND TONKS, Officer Commanding Supply and Transport, Ceylon Volunteer Force, during the absence of the latter from the Island on leave.

By His Excellency's command,  
Colonial Secretary's Office, R. E. STUBBS,  
Colombo, December 21, 1917. Colonial Secretary.

No. 423 of 1917.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint KASTURI ARACHCHILLAGE APPUSIMNO, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to be an Inquirer for Kiraweli pattu west of Beligal korale, Kegalla District, in the Province of Sabaragamuwa.

By His Excellency's command,  
Colonial Secretary's Office, R. E. STUBBS,  
Colombo, December 23, 1917. Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. **TITUS ANDREW PIERIS** to be Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of Uva division, in the Badulla District of the Province of Uva, from December 28 to 31, 1917, during the absence of Mr. F. MARSHALL, on leave. His office will be at the Badulla Kachcheri.

Mr. **SUBRAMANIAM MUTTUTAMBY**, of the Civil Hospital, Mullaittivu, to be Deputy Medical Registrar of Births and Deaths of Mullaittivu town division, in the Mullaittivu District of the Northern Province, with effect from January 1, 1918, *vice* Registrar, M. NAMASIVAYAM, transferred. His office will be at the Civil Hospital, Mullaittivu.

**BASNAYAKE MUDIYANSELAGE KARUNADASA** provisionally as Registrar of Marriages (Kandyan and General) of Hurulu palata division, in the Aruradhapura District of the North-Central Province, with effect from January 1, 1918. His office will be at Hitinagedarawatta, in Kunchuttuwa.

**JAYASUNDARA HERATMUDIYANSELAGE KAPURALA** provisionally to be Registrar of Marriages (Kandyan and General) of Kalagam palata division, in the Anuradhapura District of the North-Central Province, with effect from January 1, 1918. His office will be at Alutgedarawatta in Giranegama.

**JAYASUNDERA MUDIYANSELAGE MADDUMA BANDA** provisionally to be Registrar of Births and Deaths of Madalagama division, and of Marriages (Kandyan and General) of Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa, with effect from January 1, 1918, *vice* Registrar, J. M. KIRIMENIKE, resigned. His office will be at Ambarayawatta in Endana.

By His Excellency's command,

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

R. E. STUBBS,  
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 **GAMALATGE DON DAVID** to act as Registrar of Births and Deaths of Padukka division, and of Marriages (General) of Meda pattu of Hewagam korale division, in the Colombo District of the Western Province, for thirty days from December 12, 1917, during the absence of the Registrar, **MAHABALAGE DON YAHONIS JAYAWARDENE**, on sick leave. His office will be at Divelewatta in Liyanwala.

The Additional Assistant Provincial Registrar, Colombo, has appointed **Dr. K. DON PETER** to act as Registrar of Births and Deaths of Division No. 2A of the Colombo Municipality, in the Colombo District of the Western Province, for ten days from December 15, 1917, during the absence of the Registrar, **Dr. (Miss.) W. NELL**, on other duty. His office will be at "Palmgrove Annexe," No. 1, Jefferson street, Slave Island.

The Additional Assistant Provincial Registrar, Colombo, has appointed **Dr. K. DON PETER** to act as Registrar of Births and Deaths of division No. 5 of the Colombo Municipality, in the Colombo District of the Western Province, for three days from December 27, 1917, during the absence of the Registrar, **Dr. J. L. FERNANDO**, on leave. His office will be at No. 20, Mayfield road, Kotahena.

The Additional Assistant Provincial Registrar, Colombo, has appointed **Dr. C. O. PERERA** to act as Registrar of Births and Deaths of division No. 5 of the Colombo Municipality, in the Colombo District of the Western Province, for two days from December 30, 1917, during the absence of the Registrar, **Dr. J. L. FERNANDO**, on leave. His office will be at No. 20, Mayfield road, Kotahena.

The Additional Assistant Provincial Registrar, Kalutara, has appointed **DON LEWIS EDIRIMANNE** to act as Registrar of Births and Deaths of Uduwara division, and of Marriages

(General) of Munwattabage pattu division, in the Kalutara District of the Western Province, for fifteen days from December 20, 1917, during the absence of the Registrar, **E. DON CORNELIS**, on leave. His office will be at Katuketiyagodawatta in Kudayala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed **DON CHARLIS WEERAKKODY** to act as Registrar of Births and Deaths of Warakagoda division, and of Marriages (General) of Gangaboda pattuwa division, in the Kalutara District of the Western Province, for eleven days, from December 24, 1917, during the absence of the Registrar, **D. G. KARUNARATNE**, on leave. His office will be at Gallanakandewatta in Warakagoda and Alikehena in Retiyala.

The Additional Assistant Provincial Registrar, Colombo, has appointed **NAHALLAGE WIJESENA GUNERATNE ABEYWARDENE** to act as Registrar of Births and Deaths of Kesbawa division, and of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, for eight days from December 24, 1917, during the absence of the Registrar, **DON JOHN ISAAC GUNARATNE ABEYWARDENE**, on leave. His office will be at Delgahawatta in Kondurawa and station at Delgahawatta in Wawela.

The Additional Assistant Provincial Registrar, Matara, has appointed **DON THEODARIS WIJESINGHE** to act as Registrar of Births and Deaths of Four Gravets No. 3 division, and of Marriages (General) of Matara town and Gravets division, in the Matara District of the Southern Province, for three days from December 20, 1917, during the absence of the Registrar, **P. D. J. WIJESINGHE**, on leave. His offices will be at Sattambigewatta in Weraduwa and Ganga-addarawatta at Pallimulla.

The Additional Assistant Provincial Registrar, Matara, has appointed **DON ANDRIYAS SIRIWARDENA** to act as Registrar of Births and Deaths of Bengamuwa division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for four days from December 18, 1917, during the absence of the Registrar, **D. H. DE S. SIRIWARDENA**, on leave. His office will be at Liyanagegedarawatta in Bengamuwa.

The Additional Assistant Provincial Registrar, Matara, has appointed **JOHN PERERA MIHINDUKULASEKERA WIJEDORU** to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for six days from December 18, 1917, during the absence of the Registrar, **D. D. P. M. WIJEDORU**, on leave. His office will be at Mekiliyagahawatta in Gandara.

The Assistant Provincial Registrar, Kegalla, has appointed **HERATMUDIYANSELAGE PODIMAHATMAYA** to act as Registrar of Births and Deaths of Dehigampal korale Egoda division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for two days from December 18, 1917, during the absence of the Registrar, **K. APPUSINGHO**, on leave. His office will be at Hitinawatta in Imbulana.

The Additional Assistant Provincial Registrar, Kandy, has appointed **Dr. LAWRENCE DE LA HARPE** to act as Registrar of Births and Deaths of Gampola town division, in the Kandy District of the Central Province, for thirty days from December 14, 1917, *vice* Medical Registrar, **Dr. M. A. LUDOWYKE**, transferred. His office will be at Government Hospital, Gampola.

The Assistant Provincial Registrar, Galle District, has appointed **KALUPAHANA LIYANAGE LINDEN DIAS** to act as Registrar of Births and Deaths of Hapugala division, and of Marriages (General) of Four Gravets of Galle and Aknimana division, in the Galle District of the Southern Province, for eleven days from December 21, 1917, during the absence of the Registrar, **W. P. D. A. M. BANDHUWANSA**, on leave. His offices will be at Ganegodagewatta *alias* Uragodagewatta in Kalegana and Mutugalayawatta *alias* Baduwatta in Hapugala.

The Additional Assistant Provincial Registrar, Matara, has appointed PATRANAGE DON CORNELIS DE SILVA to act as Registrar of Births and Deaths of Akuressa division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for six days from December 24, 1917, during the absence of the Registrar, P. DON ALLIS, on leave. His office will be at Ladduwamabowitawatta in Akuressa.

The Assistant Provincial Registrar, Hambantota, has appointed DON MOWLIS WIJESEKARA DISSANAYAKA to act as Registrar of Births and Deaths of Paranagampalata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for eight days from December 24, 1917, during

the absence of the Registrar, C. A. WIRASINHA, on leave. His office will be at Bulugahawatta *alias* Walawuwatta in Welipitiya.

The Assistant Provincial Registrar of the Kurunegala District has appointed PANADARE CHANDARASEKERA MUDIYANSELAGE KIRI BANDA to act as Registrar of Births and Deaths of Walgam pattu korale division, and of Marriages (General) of Dewamedhi hatpattu division, in the Kurunegala District of the North-Western Province, for thirty days from November 22, 1917, *vice* Registrar, B. M. HERAT BANDA, resigned. His office will be at Walawuwatta in Panadure.

Registrar-General's Office, W. L. KINDERSLEY,  
Colombo, December 22, 1917. Registrar-General.

### GOVERNMENT NOTIFICATIONS.

IN terms of section 24 of the Minute of December 9, 1908, it is hereby notified that the under-mentioned officer, seconded for service, will be allowed to count the period of his temporary employment for pension purposes:—

Name.	Pensionable Appointment.	Seconded Service.
A. S. Crow	District Engineer, Public Works Department	Secretary to the Indents Committee for Ceylon.

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

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

HIS EXCELLENCY THE GOVERNOR, having regard to the fact that the riot compensation levied on the districts in which their respective offences were committed has now been paid in full, has been pleased to order the release, on January 1, 1918, of the following prisoners who were convicted for participating in the riots of 1915:—

C. Abeyesekera  
V. Munis Appu  
J. K. Richard  
G. Abaran Appu  
J. K. Seneris *alias* Betan  
J. K. Don Bastian (Babappuhamy)  
A. James  
P. H. Harmanis  
S. Seneris Fernando  
A. Sutta *alias* Seadoris  
L. Pin Hamy  
Gamage Jusey  
G. Silla  
A. Ukkuwa  
N. Leanoris Silva  
W. A. Alwis  
S. Sardiel  
A. Arnolis Alwis  
S. Peiris Appu  
D. Suwaneris  
W. J. A. Hendrick Simmo  
D. A. Peter Perera

N. Thelasinghe  
A. A. Kandappuhamy  
A. M. Joronis Appu (John)  
W. A. Don Lewis  
A. M. Mai Appuhamy  
D. A. Paulis Perera  
A. Herat Singho *alias* Banda *alias* Badappu  
K. P. Martin  
H. D. Menika  
Carolis Perera  
D. A. Aron Appu  
B. Kiri Hamy  
K. Kiri Banda  
S. Juse Fernando  
K. Appuhamy  
R. M. Martin  
T. Pedru Perera  
P. B. Warnakulasuriya  
L. Balasuriya Hamy  
Punchi Appuhamy  
Appuhamy

I. Siriwediyā  
Solomon Appu  
D. T. Arachi Appu  
W. Jas. Fernando  
B. M. Sethuhamy  
J. Karunartne  
S. Pulinguwa  
R. A. Jamis  
K. Suwaris Appuhamy  
G. V. S. Jayasundera  
S. H. Nonis Singho  
H. Don Peter Appuhamy  
I. M. Neris Dabrera  
H. E. Maye  
U. A. Dantohamy  
H. K. Punchi Mahatmaya  
H. Manuel Fernando  
G. Lokuhamie  
L. Charles Appu  
Samel Appu  
M. N. John Singho

Colonial Secretary's Office,  
Colombo, December 26, 1917.

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

IT is hereby notified that a license to import dynamite, detonators, gunpowder, &c., into Ceylon up to June 30, 1918, has been issued to Mr. Sejo Mohamed Mohamed Aboobukker, of 167, Main street, Galle.

Colonial Secretary's Office,  
Colombo, December 22, 1917.

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

#### "THE SMALL TOWNS SANITARY ORDINANCE, 1892."

IT is hereby notified that the Sanitary Board of the Kalutara District has, in terms of section 7 of Ordinance No. 18 of 1892, as amended by Ordinances Nos. 26 of 1908, 30 of 1909, and 12 of 1913, and with the sanction of His Excellency the Governor in Executive Council, made and assessed for the year 1918 a rate of 6 per cent. per annum on the annual value of all buildings and all lands and tenements whatsoever within the town of Panadure, in the Kalutara District of the Western Province, save such as are by the said section of the said Ordinance No. 18 of 1892 exempted from the payment of such rate.

Colonial Secretary's Office,  
Colombo, December 22, 1917.

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

**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.**

**W**HEREAS 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 certain enemy subjects, 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, and that the Custodian is hereby authorized to sell and transfer the same in his discretion.

By order,

**JOHN SCOTT,**

Clerk to the Executive Council.

Colonial Secretary's Office,  
Colombo, August 25, 1917.

**SCHEDULE.**

Samples of crockery, cutlery, trinket boxes, electroplated ware, precious stones, &c., as per particulars in the list attached to the original of this Order belonging to the following enemy subjects :—

- |                      |                            |                  |                   |
|----------------------|----------------------------|------------------|-------------------|
| 1. V. H. Augenstein. | 3. Ernst Albert Otto Wild. | 5. Heins Klinge. | 7. Karl Linstedt. |
| 2. Heinrich Bosler.  | 4. Emil Spitz.             | 6. Otto Herber.  | 8. Werner Ceiss.  |

**NOTICES CALLING FOR TENDERS.**

**T**ENDERS are hereby invited for the supply of firewood to the Firewood Depot, Ohiya, during 1917-18. The work is to commence on January 20, 1918, and to be completed by September 20, 1918. The areas to be exploited for the purpose 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. The 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 Ohiya Depot, Firewood Supply, 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 22, 1918.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Haputale. No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders 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 the contract.

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

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

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

13. The first batch of firewood should be delivered at the depot on February 1, 1918.

14. For any further information and for inspection of the draft contract application should be made to the Assistant Conservator of Forests, Uva Division, Haputale.

*General Conditions.*

The following species are not to be cut for firewood, viz.: Etdemata, lunumidella, rukattana, divikaduru, kaju, walkaduru, imbul, katuimbul, erabadu, dadap, kekuna, amba, or gedumba.

2. No felling operations will be permitted in forests after August 31, 1918, and wood for the anticipated supplies for the following month must be held in stock on that date.

3. Successful tenderers may be required at any time during the period of the contract to enter into to supply 20 per cent. in excess of or less than the quantity stipulated.

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

**SCHEDULE.**

*Uva Division, Ohiya.*

(1) To clear, fell, all unmarked trees in a block of Crown forest at Ohiya, pointed out by the Assistant Conservator of Forests.

(2) To cut into firewood every tree so felled therein so as to yield 2,000 cubic yards.

(3) To heap and fire the unutilized small branchwood and other species which are not fit for depot firewood in the said block at a time and in a manner to be decided by the Assistant Conservator of Forests, Uva Division, Haputale, and to leave the area fit for planting on or before September 20, 1918.

(4) To transport the said 2,000 cubic yards to the Ohiya depot and to deliver at the depot at the rate of not less than 250 cubic yards per month.

*Note.*—Dimensions of firewood.—Each piece of wood is to be 3 feet in length, and not less than 12 inches nor more than 24 inches in girth.

Office of the Conservator of Forests, H. F. TOMALIN,  
Kandy, December 20, 1917. Conservator of Forests.

### SALES OF UNSERVICEABLE ARTICLES.

NOTICE is hereby given that the following unserviceable animals belonging to Welikada Prison will be sold by public auction on Friday, January 4, 1918, at 2 P.M. :—

2 bulls.

A. DE WILTON, Major,  
Superintendent, Convict Establishment.

THE following cattle belonging to the Hakgala Gardens, Nuwara Eliya, will be sold by public auction at the Hakgala Gardens, Nuwara Eliya, on Saturday, January 5, 1918, at 2 P.M. :—

1 brown cow with brown calf, latter 2 months old.—  
1 brown cow, 9 years old.  
1 black cow, 6 years old.  
1 black bull-calf, 3 years old.  
1 dark brown bull-calf, 1 year old.

Department of Agriculture, F. A. STOCKDALE,  
Peradeniya, December 18, 1917. Director of Agriculture.

THE following unserviceable articles will be sold by public auction at the Master Attendant's Boathouse, on Friday, January 11, 1918, commencing at 11 A.M. :—

91 ashwood oars (broken)	1 lamp globe (red)
10 wooden buckets	2 lamp globes (white)
3 armchairs	1 teakwood box
1 folding chair	2 oil stoves
6 hand electric torches	90 fathoms $\frac{3}{4}$ -in. old chain
7 electric refills	2 drinking cans
2 pewter inkstands	6 canvas hoses
1 tin kettle	1 pitch pot
1 masthead lamp	2 rat traps
2 anchor lamps (red)	1 washhand with mirror

C. E. STAINER, Lieut. Commander, R.N.,  
Master Attendant.

Master Attendant's Office,  
Colombo, December 20, 1917.

### MISCELLANEOUS DEPARTMENTAL NOTICES.

NOTICE is hereby given that an application has been received from Mr. S. S. Kandasamy for a grant-in-aid of his Matale Vernacular Mixed School, which is situated in Matale District of the Central Province.

Observations will be received not later than January 31, 1918.

Education Office, E. B. DENHAM,  
Colombo, December 19, 1917. Director of Education.

#### "The Insect Pest and Quarantine Ordinance, No. 5 of 1901."

Declaration under Clause 3 of Regulations dated December 7, 1916, and published in the "Government Gazette" No. 6,839.

WHEREAS Shot-hole Borer (*Xyleborus fornicatus*, Eich.) is present on the plantations enumerated in the list following, that is to say :—

Central Province.	Province of Uva.
Palagala estate, Peradeniya	Ampititenne estate, Koslanda
Selegama estate, Matale	Koslanda estate, Koslanda
	Singarawatte estate, Koslanda

Under clause 3 of the regulations published in the *Ceylon Government Gazette* No. 6,839 of December 8, 1916, the said plantations are hereby declared to be infested areas.

Department of Agriculture, F. A. STOCKDALE,  
Peradeniya, December 19, 1917. Director of Agriculture.

FROM January 1, 1918, guns imported must be separately classified on entries under the following heads :—

Muzzle-loading guns	Breech-loading guns.
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H. M. Customs, H. E. NEWNHAM,  
Colombo, December 22, 1917. for Principal Collector.

FROM January 1, 1918, all imports from and exports to Chile must be separately classified on entries. Goods to or from South America will therefore be classified under the following two heads :—

South America—other than Chile (or)	South America—Chile.
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H. M. Customs, H. E. NEWNHAM,  
Colombo, December 22, 1917. for Principal Collector.

WHEREAS foot-and-mouth disease has broken out in premises bearing assessment No. 158, situated at Grandpass road, Colombo : It is hereby declared in terms

of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said premises is an infected area.

This order shall take effect from December 14, 1917.

The Municipal Office, CHAS. W. PATE,  
Colombo, December 22, 1917. Veterinary Surgeon.

NOTICE is hereby given that the areas declared infected in the following villages under section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, and proclaimed in *Gazettes* under dates noted against each village, are now free from cattle disease.

W. E. GRENIER,  
The Kachcheri, for Assistant Government Agent.  
Kalutara, December 18, 1917.

#### Villages referred to.

Name of Village.	Date of Gazette.
Pattiya North ..	July 20, 1917
Walapola Pattiya ..	July 27, 1917
Dibbedda ..	August 17, 1917
Walana (outside town) ..	August 31, 1917
Horana ..	do.
Walana (town) ..	do.
Malamulla ..	do.
Wewala ..	do.
Henemulla ..	September 21, 1917
Pamunugama ..	do.
Kalamulla ..	do.
Tantirimulla ..	September 28, 1917
Madampe ..	October 5, 1917

WHEREAS hoof-and-mouth disease has broken out in Walmoruwa wasama, in Udugoda Udsiyapattu of Matale North, in the District of Matale, Central Province : I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said wasama, the boundaries of which are specified below, is an infected area.

This declaration shall take effect from the date hereof.

The Kachcheri, E. T. MILLINGTON,  
Matale, December 19, 1917. Assistant Government Agent.

#### Boundaries referred to.

North by village boundary of Kirioruwa.  
East by Pitakanda hill.  
South by village boundaries of Narargamuwa and Ehelepola.  
West by boundaries of Ehelepola and Akuramboda wasamas.



**UNOFFICIAL ANNOUNCEMENTS.**

**MEMORANDUM OF ASSOCIATION OF LEE, HEDGES & COMPANY, LIMITED.**

1. The name of the Company is "LEE, HEDGES & COMPANY, LIMITED."
2. The registered office of the Company will be situate in Colombo, Ceylon.
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, livestock, 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. ABBYERATNE, 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 hereinbefore 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 Waldoek, 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, 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.

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 as 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 prepaid 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.

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

D. L. ABBYERATNE,  
Colombo, Clerk.

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

1. The name of the Company is "THE TRAFFORD HILL RUBBER ESTATES, 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 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 mind 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 Trafford 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 Trafford 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, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable, and without assigning any cause.

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

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

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

112. *General powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents, expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all

such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, 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.

[Third Publication.]

#### 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.

Auction Sale of the well known Coconut Property called and known as Medahena or Nalle Group, at Mirigama.

D. C. No. 24,875, Kandy, under Mortgage Decree.

The Attorney-General for the Island of Ceylon. . . Plaintiff.  
Sawana Ruwana Mana Moona Ana Raman Chetty of Sea street, Colombo . . . . . Substituted Plaintiff.

Vs.

Jacob Francis Silva of Moratuwa . . . . . Defendant.

UNDER and by virtue of the decree entered in the above-styled action in the District Court of Kandy, and on orders issued to us by the said court, we shall put up for

sale by public auction, on Tuesday, January 22, 1918, at 3 P.M., at the spot, all that and those the estate, plantations, and premises called and known as Medahena (formerly called Nalle), situated in the villages Kittalawalana, Nalle, Medagahawatta, and Delwalla, in the Indugaha pattu of the Hapitigam korale, in the District of Negombo, Western Province; containing in extent 132 acres more or less. For further particulars apply to Messrs. T. D. & E. L. Mack, Proctors and Notaries, or the undersigned—

A. Y. DANIEL & SON,  
Auctioneers.

4, Baillie street, Fort.  
Phone 289.

#### Auction Sale of Valuable Jewellery.

In the District Court of Galle.

K. S. P. S. Kathirasan Chetty of India. . . . . Plaintiff  
No. 15,706. Vs.

A. W. Karnelis Hamy of Galwadugoda in Galle. . Defendant.

UNDER and by virtue of the decree entered in the above-styled action and on order issued to me by the said court, I shall put up for sale by public auction on Saturday, January 19, 1918, commencing from 9 A.M. at the Kittargi House, No. 42, at Kaluwella in Galle, the following jewellery, declared specially bound and executable for the recovery of the amount due on the said-decree, viz. :—

Two gold bangles set with 18 small brilliants and pearls, one gold brooch set with 18 small brilliants and pearls, one gold hairpin set with small and large brilliants, one gold ring set with 1 brilliant, five gold rings set with stones of different colours, three gold rings set with pearls (1 pearl missing), one gold necklace set with 24 American small coins, two gold plain necklaces (small and large), one gold necklace called nagaasmalai set with pearls. (of which some pieces are missing).

The above-mentioned articles may be seen till the time of sale in the above-mentioned Kittangi House, No. 42, wherein the plaintiff above named, K. S. P. S. Kathirasan Chetty, carries on business as a pawn broker.

Galle, December 19, 1917.

A. C. MOHD. ISMAIL,  
Licensed Auctioneer.

MISCELLANEOUS DEPARTMENTAL NOTICES.

(Continued from page 800.)

Schedule of Cost of Maps and Diagrams.

COST PER MAP OR DIAGRAM.

Particulars of Maps.	Scale.	Size.	Uncoloured.		Coloured.		Uncoloured and cloth mounted.		Coloured and cloth mounted.		Uncoloured and cloth mounted (in book form).		Coloured and cloth mounted (in book form).		Rollers and tapes.	Varnishing.	Price of a complete map.
			Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.			
Town Map of Colombo (per section)	4 chains to an inch	27 X 20	0 50	0 55	0 60	0 65	0 75	0 75	0 75	1 20	1 20	0 65	0 65	2 50		2 50	
Do. Colombo	16 do.	40 X 27	1 25	1 75	1 75	2 25	2 50	3 0	3 0	1 50	1 50	1 25	1 25	5 0		5 0	
Do. do.	50 do.	15 X 8½	0 50	0 55	0 60	0 65	0 90	0 95	0 95	0 25	0 25	0 10	0 10	1 0		1 0	
Do. Trincomalee		27 X 20	0 50	0 60	0 60	0 65	0 75	0 75	0 75					2 40		2 40	
Do. Kandy	16 do.	35 X 25	0 50	0 75	0 75	1 0	1 0	1 25	1 25					3 25		3 25	
Do. Galle		27 X 20	0 50	0 75	0 75	1 0	1 0	1 25	1 25					3 25		3 25	
Do. Nuwara Eliya (new)		28 X 24	0 50	0 60	0 60	1 0	1 40	1 40	1 60	1 25	1 25	0 65	0 65	3 15		3 15	
Do. Badulla	8 do.	26½ X 38½	0 60	1 0	1 0	1 45	1 80	2 20	2 20	2 0	2 0	1 55	1 55	5 0		5 0	
Do. Diyatalawa	4 do.	27 X 20	0 50	0 50	0 55	0 75	0 95	1 15	1 15	1 20	1 20	0 65	0 65	2 60		2 60	
Record Sheet	16 do.	20 X 27	0 50	0 60	0 65	0 85	1 5	1 25	1 25								
Map of Ceylon (per section)	4 miles to an inch	40 X 27	4 75	7 25	7 75	10 25	12 60	15 0	15 0	3 10	3 10	4 50	4 50	17 85		17 85	
Do. (12 sections)		27 X 18½	1 25	1 65	1 70	2 10	2 40	2 75	2 75	1 75	1 75	1 15	1 15	5 0		5 0	
Do. do.	8 do.	27 X 18½	0 50	0 75	0 75	0 90	0 90	1 0	1 0	1 0	1 0	0 60	0 60	2 50		2 50	
Do. do.	12 do.	14½ X 9½	0 15	0 20	0 20	0 25	0 30	0 35	0 35	0 60	0 60	0 15	0 15	1 0		1 0	
Do. do.	24 do.	39½ X 25	1 65	1 65	1 70	2 10	2 40	2 75	2 75	1 75	1 75	1 15	1 15	5 0		5 0	
Motor Map of Ceylon	8 do.	17½ X 14	0 50	0 55	0 60	0 65	0 75	0 80	0 80	0 75	0 75	0 15	0 15	1 55		1 55	
One-mile Sheet	1 do.	17½ X 14	0 55	0 60	0 65	0 70	0 80	0 90	0 90	0 75	0 75	0 15	0 15	1 60		1 60	
Do. (contoured)	1 do.	20 X 25	0 50	0 65	0 65	0 85	1 5	1 25	1 25	1 20	1 20	0 60	0 60	2 65		2 65	
Half-mile Sheet (Colombo and environs only)	1 do.	21 X 14½	0 50	0 55	0 55	0 60	0 60	0 60	0 60	0 90	0 90	0 35	0 35				
Railway Map	16 do.	13 X 8½	0 50	0 50	0 50	0 50	0 50	0 50	0 50								
Rainfall Map	24 do.																
Agricultural Map of—																	
Northern Province																	
North-Central Province																	
North-Western Province																	
Central Province																	
Eastern Province																	
Province of Uva																	
Relief Models of Topographical Survey*	1 do.	13.6 X 8.8															30 0†

\* Models will be supplied in rotation as the orders are received.

† A complete model of a mile to an inch contoured sheet.

W. C. S. INGLETS,  
Surveyor-General.

**W**HEREAS hoof-and-mouth disease has broken out in Walmoruwa wasama, in Udugoda Udasiya pattu of Matale North, in the District of Matale, Central Province; I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said wasama, the boundaries of which are specified below, is an infected area. This declaration shall take effect from the date hereof.

The Kachcheri, E. T. MILLINGTON,  
Matale, December 19, 1917. Assistant Government Agent.

*Boundaries referred to.*

North by village boundary of Kirioruwa.  
East by Pitakanda hill.  
South by village boundaries of Narangamuwa and Ehelepola.  
West by boundaries of Ehelepola and Akuramboda wasamas.

**W**HEREAS hoof-and-mouth disease has broken out in Muthur of Koddiyar pattu, in the District of Trincomalee, Eastern Province: I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909, that the area, the boundaries of which are specified below, is an infected area.

Trincomalee Kachcheri, W. G. VALLIPURAM,  
December 19, 1917. for Assistant Government Agent.

*Boundaries referred to.*

Muthur.  
North by Koddiyar bay.  
East by Kaddaiparichchan-aar.

South by Eriyativumalai and a path from 63rd milepost, Trincomalee-Batticaloa road (*via* Pachchanoor) to Madathuttitti on the Mahaweli-ganga.

West by the Mahaweli-ganga from a point called Madathuttitti to the mouth of the river.

**W**HEREAS hoof-and-mouth disease is prevailing in the following villages in Hurulu palata of 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.

*List of Villages.*

Kurullaneulpota, Kunchittu tulana east, No. 31, Kunchittu korale.  
Gallewa, Kunchittu tulana east, No. 31, Kunchittu korale.  
Marakkala Etaweerawewa, Kunchittu tulana east, No. 31, Kunchittu korale.  
Dutuwewa, Egoda Medeleessa tulana, No. 39, Udiyan-kulama korale.  
Digan Hammillewa, Alutgan tulana, No. 37, Udiyan-kulama korale.

The Kachcheri, H. R. FREEMAN,  
Anuradhapura, December 20, 1917. Government Agent.

**N**OTICE is hereby given that I am prepared to issue a license, free of stamp duty, under sub-section (1) (b) of section 9 of Ordinance No. 1 of 1909, for the destruction of a dangerous and troublesome wild elephant which is reported to be roaming about near Tanamalwila in Wellawaya division.

The height of the elephant is approximately eight feet and the circumference of foot tracks is about four feet.

Badulla Kachcheri, F. MARSHALL,  
December 21, 1917. for Government Agent.

## ABSTRACTS OF SEASON REPORTS.

### SEASON REPORTS FOR THE MONTH OF NOVEMBER, 1917.

#### WESTERN PROVINCE.

##### COLOMBO DISTRICT.

Maha-season: paddy crop is thriving well.

Yala season: nil.

Other products: prospect of coconuts are fairly good. The estimated crop for the month is 18,088,600 nuts.

Fruits and vegetables are to be had in fair quantity.

Prices of staple products: (a) imported rice is sold at Rs. 5 to Rs. 6.50 per bushel; (b) coconuts are sold at Rs. 15 to Rs. 20 per 1,000.

Harvest prospects: generally good.

Rainfall: there was sufficient rain during the month.

Health of inhabitants: generally good, except for a few cases of chickenpox, enteric fever, and dysentery.

Health of cattle: satisfactory. Rinderpest which was prevalent in the district is on the decrease. There have been 6 cases of rinderpest in Colombo Mudaliyar's division, 7 cases in Alutkuru korale south, and 2 cases in Hewagam korale.

##### KALUTARA DISTRICT.

Paddy: the maha cultivation is thriving well.

Dry grain: there is no dry grain cultivation.

Other products: fruit and vegetables were scarce. The flowering of coconuts was good. The crop of coconuts for the month is estimated at 3,145,000 nuts.

Prices of staple products: imported rice from Rs. 5.44 to Rs. 7 per bushel; coconuts, from Rs. 18 to Rs. 40 per 1,000.

Remarks on harvest prospects generally: nothing can be said at present of the coming harvest.

Rainfall at Kalutara: there was heavy rain during the month. Total, 16.69 in.; average, .55 in.

Health of people: good throughout the whole district.

Health of cattle: good, no cases of rinderpest have been reported.

## CENTRAL PROVINCE.

## KANDY DISTRICT.

[Report not received.]

## NUWARA ELIYA DISTRICT.

Rainfall: Nuwara Eliya town, 10·61 in.

Paddy: yala cultivation fields in Uda Hewaheta and Walapane are being harvested.

Dry grains: Kurakkan chenas in Uda Hewaheta are being sown; in Walapane they have young plants.

Health of population: good. There were a few cases of chickenpox in Uda Hewaheta, and measles in Kotmale.

Health of cattle: good.

Prices of food stuffs: paddy, Rs. 2 to Rs. 2·50 per bushel; kurakkan, Rs. 2·50 to Rs. 3 per bushel; Indian corn, Rs. 2·50 to Rs. 3 per bushel; rice (Coast), Rs. 5·25 to Rs. 7·38 per bushel; rice (country), Rs. 5 to Rs. 6·75 per bushel; coconuts, Rs. 4 to Rs. 7·50 per 100 nuts.

## MATALE DISTRICT.

Rainfall: 14·28 inches.

Paddy: in plant.

Dry grain: in plant.

Coconuts: (a) flowering fair; (b) 138,606 nuts approximate crop.

Tanks in Matale North are full.

Health of people: good. There were a few cases of chickenpox, measles, and fever.

Health of cattle: good. There were a few cases of hoof-and-mouth disease in Ehelepola in Matale North.

Prices of most of the commodities have risen slightly above pre-war prices.

## SOUTHERN PROVINCE.

## GALLE DISTRICT.

The prospects of the maha crop are fair.

Dry grain is cultivated in the district only on a small scale.

Coconut, tea, rubber, cinnamon, citronella, and vegetables are the general products. The estimated coconut crop was 11,815,069.

Rice, varied from Rs. 4 to Rs. 6·75 per bushel; paddy, varied from Re. 1·62½ to Rs. 3·08 per bushel; dry grain, varied from Rs. 2 to Rs. 2·50 per bushel; coconut, Rs. 15 to Rs. 25 per 1,000.

The weather was generally wet during the month.

The harvest prospects are fair.

The health of the people was on the whole satisfactory.

## MATARA DISTRICT.

Weather: generally wet.

Agriculture: maha crop in fair condition? Prospects good.

Health of people: satisfactory, except for a few cases of diarrhoea, dysentery, and measles in Morowak korale.

Health of cattle: good, except for a few cases of blackquarter in Kandaboda pattu.

Food supply: rice, Rs. 6 per bushel; paddy, Rs. 2·50 per bushel; coconuts, Rs. 20 per 1,000.

## HAMBANTOTA DISTRICT.

Paddy cultivation: maha cultivation in progress.

Fine grain: the prolonged drought has adversely affected the chena crops.

Weather: maximum temperature, 90·5°; minimum temperature, 67·3°; rainfall, 2·64 in.

Prices of food stuffs: country rice, Rs. 5 to Rs. 5·60 per bushel; Coast rice, Rs. 6·48 to Rs. 6·72 per bushel; kurakkan, Rs. 2 per bushel; paddy, Rs. 2·24 per bushel; plantain bunches, Rs. 50 per 100; Indian corn, Re. 1·25 per 100; pumpkins, Rs. 20 per 100; sweet potatoes, Re. 1·50 per cwt.; coconuts, Rs. 20 to Rs. 50 per 1,000.

Health of people: good.

Health of cattle: rinderpest broke out in Etbatuwa and Deniya villages in East Giruwa pattu.

About 263,627 coconuts were picked during the month.

## NORTHERN PROVINCE.

## JAFFNA DISTRICT.

Weather: there was sufficient rain during the latter part of the month. Wind: north-east.

Paddy: weeding and transplanting over. Prospects good.

Dry grains: varaku crop prospects good.

Coconuts: condition of flowers and nuts moderate; price Rs. 3 per 100.

Prices of staple articles: paddy, Rs. 2·25 per bushel; rice, Rs. 5·50 per bushel; pairu, Rs. 4·50 per bushel; varaku, Re. 1·75 per bushel; salt, 4 cents per lb.; salt, 9 cents per measure.

Health of people: satisfactory, but a few cases of smallpox occurred in the villages of Valluveddithurai, Alaveddy, Sandiruppai, and Delft; of which 3 cases proved fatal.

Health of cattle: good.

## MANNAR DISTRICT.

Rainfall registered at Mannar: 9·00 inches.

Wind: weather unsettled.

Paddy: pulithi cultivation is finished. Mudsowing is in progress. For the third year in succession prospects of successful cultivation in Musali seem poor for want of sufficient rain.

Tobacco: nurseries are being prepared and grounds manured.

Coconut: condition satisfactory.

Health of people: satisfactory. Free quinine is being distributed among villagers.

Health of cattle: normal.

Prices of food stuffs: rice, Rs. 5·75 to Rs. 6 per bushel; paddy, Rs. 2 to Rs. 2·12 per bushel; coconuts, Rs. 3·50 to Rs. 4 per 100.

## MULLAITTIVU DISTRICT.

Prospects of paddy harvests : manavari lands have been sown for kalapokam. Mud lands under tanks are being sown in many places.

Dry grains : kurakkan sown in chenas in some villages is coming up well.

Other products—coconuts : (1) flowering and products of coconuts are satisfactory ; (2) actual crop for the month is about 152,000 nuts.

Tobacco : tobacco lands are being manured.

Vegetables : seeds have been distributed and they are being planted in chenas and gardens in some villages.

Prices of staple products : paddy, Rs. 2 per bushel ; rice, Rs. 4.50 per bushel ; kurakkan, Rs. 2 per bushel ; gingelly, Rs. 5 per bushel ; coconuts, Rs. 3 per 100 nuts.

Rainfall : good showers of rain fell during the latter part of the month. Mullaittivu, 8.73 in. ; Nedunkeni, 10.80 in. ; Vavuniya, 18.93 in.

Harvest prospects generally : satisfactory at present.

Health of the inhabitants : fair. Malarial fever and pneumonia prevailed in some places.

Health of cattle : good. There is good pasture.

## EASTERN PROVINCE.

## BATTICALOA DISTRICT.

Paddy : sowing of munmari lands is almost over. Pinmari crops in Akkarai pattu partly damaged by floods.

Dry grain and other chena crops : young plants.

Coconuts : prospects fair.

Prices of staple products : paddy from Re. 1.60 to Rs. 2.50 per bushel ; kurakkan from Re. 1.60 to Rs. 2.40 per bushel ; Indian corn from Re. 1.60 to Rs. 2 per bushel.

Rainfall : 1916, 12.15 in. ; 1917, 12.11 in.

Health of inhabitants : satisfactory. There were a few cases of measles in Manmunai North. The outbreak of dysentery at Mandur has been stamped out. Some cases of chickenpox in Batticaloa town.

Health of cattle : satisfactory.

## TRINCOMALEE DISTRICT.

Rainfall : seasonable.

Paddy : plants in towns Kaddukkulam East and Kaddukkulam West are thriving well since the recent rains. Manavari paddy cultivation in Kinniyai promises a good harvest. Paddy stocked in Koddiyar is not sufficient for the requirements of the pattu.

Tobacco : preparations for the ensuing cultivation are going on.

Coconuts : condition of crop is medium. Price per 1,000 nuts ranges from Rs. 25 to Rs. 30.

Fishery : good. As usual fish is sold for drying and salting for transport to outstations.

Health of people : fever, stray cases of measles, and sore-eyes prevail.

Health of cattle : foot-and-mouth disease which broke out at Kiliveddi and Ichchilampattai has been stamped out.

Prices of staple articles : paddy, Re. 1.50 to Rs. 2 per bushel ; rice (country), Rs. 3.25 to Rs. 4.76 per bushel ; rice (imported), Rs. 6.16 per bushel.

## NORTH-WESTERN PROVINCE.

## KURUNEGALA DISTRICT.

Paddy crops : sowing for the maha season is over. Prospects : fair.

Dry grain : sowing for the maha season is over.

Flowering and prospects of coconuts : flowering good ; prospects bad for want of demand.

Rainfall : There has been heavy rain during the month.

Health of people : good.

Health of cattle : good, except for a few cases of rinderpest and hoof-and-mouth disease in Katugampola hatpattu.

State of tanks : some full ; some half full.

Prices of food stuffs : paddy, Re. 1.75 to Rs. 2.25 per bushel ; kurakkan, Re. 1.50 to Rs. 2 per bushel ; country rice, Rs. 3.75 to Rs. 5.50 per bushel ; imported rice, Rs. 6.75 to Rs. 7 per bushel ; salt, 14 to 20 cents per measure ; coconuts, Rs. 10 to Rs. 20 per 1,000.

## PUTTALAM AND CHILAW DISTRICTS.

Paddy : maha cultivation is thriving well.

Dry grain : chenas have been sown.

Other products, including coconuts : flowering and prospects of coconut are satisfactory in some places. In others bad owing to drought. The estimated crop during the month is 11,090,595 nuts. Tobacco crop harvested. Supply of vegetables and fruit not satisfactory. Fish supply good.

Prices of staple products : rice, Rs. 5.50 to Rs. 6.50 per bushel ; paddy, Rs. 2 to Rs. 3 per bushel ; kurakkan, Re. 1.75 to Rs. 2.50 per bushel ; green gram, Rs. 5 to Rs. 5.50 per bushel ; salt, 5 to 8 cents per lb. ; cassava Rs. 2.50 per cwt. ; coconut, 1 to 2 cents per nut.

Rainfall of the month : Puttalam, 8.73 in. ; Chilaw, 9.59 in.

Harvest prospects generally : fair on the whole.

Health of inhabitants : good.

Health of animals : rinderpest prevails in some villages, both in Puttalam and Chilaw Districts.

## NORTH-CENTRAL PROVINCE.

## ANURADHAPURA DISTRICT.

Weather : early part of the month was dry ; latter part wet.

Rainfall : 11.47 inches.

Cultivation—paddy : cultivation commenced ; in some parts fields being sown. Kurakkan : chenas being sown in some parts ; young plants in others. Coconuts : flowering and prospects good.

Health of people : satisfactory.

Health of cattle : some cases of hoof-and-mouth disease.

Tanks : some tanks are full ; others half full.

## PROVINCE OF UVA.

## BADULLA DISTRICT.

[Report not received.]

## PROVINCE OF SABARAGAMUWA.

## RATNAPURA DISTRICT.

Paddy : maha fields are in plants. Yala fields are being harvested. The weather is favourable.

Dry grains : chenas are being sown in some parts of the district, and in others they are in plants.

Other products—coconuts : prospects are good.

Health of people : satisfactory.

Health of cattle : satisfactory.

Rainfall : there has been very little rain, except during the latter part of the month.

Prices of food-stuffs : rice (imported), Rs. 5.50 to Rs. 8 per bushel ; rice (country), Rs. 4 to Rs. 6.50 per bushel ; kurakkan, Re. 1.50 to Rs. 2.75 per bushel ; salt, 5 to 12 cents per lb. ; coconuts, Rs. 2.50 to Rs. 7 per 100.

## KEGALLA DISTRICT.

Paddy : maha fields have been weeded and transplanted.

Dry grain : el and kurakkan chenas are doing well. In the Galboda and Kinigoda korales kurakkan chenas are being harvested.

Prices : paddy, Rs. 2 per bushel ; kurakkan, Re. 1 to Re. 1.50 per bushel ; country rice, Rs. 5.60 per bushel ; imported rice Rs. 5.50 to Rs. 7 per bushel.

Rainfall : Kegalla, 12.25 inches.

Health of people : satisfactory.

Health of cattle : normal.

Other products : (a) flowering and prospects of coconut are good ; (b) actual crop for the month is about 700,000 nuts.

## SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

## SPECIFICATION.

## Irrigation Works, North-Central Province.

AMENDMENT to the specification of lands under Tissawewa Tank, published in *Government Gazette* No. 6,872 of May 18, 1917. Lots numbered 1470, 1471, and 1472 under serial Nos. 204, 205, and 206, respectively, in the specification published in *Government Gazette* No. 6,872 of May 18, 1917, are hereby cancelled, and the following subdivisions of the respective lots substituted.

Rate in perpetuity at Re. 1 per acre per annum.

Preliminary plan 379. Name of Allotment of Land or Field—Nil.

Specifi- cation No.	No. of Lot or Survey Reference.	Name of Owner.	Extent.	Amount		Area exempted.	Amount		Number and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemp- tion granted.	Total Amount due.
				due.	Rs. c.		Rs. c.	Rs. c.		
204a	1470	S. M. Kadar Mohideen	0 1 16	0 35	0 35	—	—	—	0 35	
204b	1470	N. Ammacutty	0 1 10	0 31	0 31	—	—	—	0 31	
204c	1470	S. Rasamma	0 3 14	0 84	0 84	—	—	—	0 84	
204d	1470	S. Sinnamma	0 1 29	0 43	0 43	—	—	—	0 43	
204e	1470	Don Edward Amarasinghe	0 2 7	0 54	0 54	—	—	—	0 54	
204f	1470	S. M. Kadar Mohideen	0 2 17	0 61	0 61	—	—	—	0 61	
204g	1470	N. K. Muttuswamy	1 1 27	1 42	1 42	—	—	—	1 42	
204h	1470	Vellaiyamma	1 3 3	1 77	1 77	—	—	—	1 77	
205a	1471	Heirs of A. Namasiwayam	1 1 14	1 33	1 33	—	—	—	1 33	
205b	1471	S. Rasamma	1 0 9	1 6	1 6	—	—	—	1 6	
205c	1471	S. Sinnamma	0 2 24	0 65	0 65	—	—	—	0 65	
205d	1471	Don Edward Amarasinghe	0 2 21	0 63	0 63	—	—	—	0 63	
205e	1471	S. M. Kadar Mohideen	0 2 8	0 55	0 55	—	—	—	0 55	
205f	1471	N. K. Muttuswamy	1 0 24	1 15	1 15	—	—	—	1 15	
205g	1471	Vellaiyamma	1 1 3	1 27	1 27	—	—	—	1 27	
206a	1472	Heirs of A. Namasiwayam	2 2 29	2 68	2 68	—	—	—	2 68	
206b	1472	S. Rasamma	2 1 0	2 25	2 25	—	—	—	2 25	
206c	1472	S. Sinnamma	1 0 26	1 16	1 16	—	—	—	1 16	
206d	1472	Don Edward Amarasinghe	1 0 39	1 24	1 24	—	—	—	1 24	
206e	1472	S. M. Kadar Mohideen	1 1 12	1 33	1 33	—	—	—	1 33	
206f	1472	N. K. Muttuswamy	2 0 33	2 21	2 21	—	—	—	2 21	
206g	1472	Vellaiyamma	2 1 15	2 34	2 34	—	—	—	2 34	
Total			26 0 20	26 12	26 12				26 12	

## Summary.

	A.	R.	P.	Rs.	c.	Total money	Rs.	c.
Total acreage	1,269	0	18½			1,040	83	
Deduct Crown land and temple land	228	1	33			Deduct exemption	59	55
Private lands	1,040	2	25½					
Area exempted	59	2	7					
			981	0	18½			

Rs. c.  
1,040 83  
59 55

981 28

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF KANDY.

The Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on November 17, 1917, at 8.30 a.m., in accordance with Notice dated November 13, 1917.

*Present* :—The Hon. Mr. C. S. Vaughan, Chairman; Mr. E. Beven; Mr. E. L. Wijegoonewardene; Mr. C. A. LaBrooy; Mr. H. F. Tomalin; Mr. V. M. Saravanamuttu; Mr. J. C. Ratwatte; and Mr. L. H. S. Pieris.

1. The Minutes of Proceedings of the Meeting held on October 20, having been previously submitted to the Chairman for his approval, and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

- (a) Statement of receipts and disbursements from close of 1916 to October 31, 1917, on account of the Municipal Fund.
- (b) Progress report of works brought up to the same date.
- (c) Health Officer's report for October.
- (d) Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of October.
- (e) The reservoir readings for October.

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

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

4. Correspondence :—

(1) Letter No. 23 of October 23, 1917, from the Hon. the Colonial Secretary *re* proposed by-law relating to entrance from a public street to a motor garage.—Resolved that the by-law be passed as amended to conform to the Colombo Municipal Council by-law.

(2) Letter No. 236 of October 30, 1907, from the Hon. the Government Agent, Central Province, *re* the transfer of the Mulgampola burial ground.—Resolved that the Secretary be authorized to receive the land.

(3) Letter No. M 27 of November 14 from the Director of the Museum, *re* transportations of Gourami to Kandy lake from Drayton dam, Kotagala.

5. The following motions which stood in Mr. LaBrooy's name were withdrawn with the leave of the Council :—

(1) "That this Council do take steps to close all cesspits within the town."

(2) "That steps be taken for building an additional reservoir to supply water to those parts of the town which do not receive water from the present reservoir."

(3) "That this Council do cause one or more Incinerators to be built for the purpose of incinerating all night soil and rubbish collected by the scavenging carts."

(4) "For a report from the Superintendent of Sanitation as to the condition of all dwellings within the different alleys and all other small tenements within the town and as to the sufficiency of their sanitary requirements."

It was agreed that motions (1) and (4) be referred to Standing Committee on Sanitation and motion (3) to the Standing Committee on Municipal Works for consideration. Motion (2) to be brought up again after receipt of Mr Tomalin's report on the water supply of the town.

6. Report of the Special Committee appointed to consider proposals relating to the Works Department of the Kandy Municipality contained in Mr. V. M. Saravanamuttu's letter of March 14, 1917.—Mr. Pieris proposed that the report be adopted. Mr. Wijegoonewardene seconded.—Carried.

7. Applications for the post of Assistant to the Superintendent of Municipal Works.—Mr. Pieris proposed that Mr. R. L. de Silva be appointed on probation on the terms of the notice calling for applications. Mr. Beven seconded.—Carried.

8. Papers *re* proposed beef market in Hill street.—Resolved that the tenders received be not accepted.

9. Draft Budget for 1918.—Tabled.

10. Recommendations of Standing Committees :—

## Finance Committee.

(1) That the sum of Rs. 70 realized by the sale of the instruments belonging to the late Kandy Public Band be remitted to the Friend-in-Need Society.

(2) That the Court Clerk (Mr. W. Wijesinghe) be given a commuted allowance of Rs. 20 per mensem, with effect from October 1, 1917.

(3) That the salary of the Attendance Officer be raised from Rs. 35 to Rs. 40 per mensem, with effect from October 1, 1917.

(4) That the wages of the two office coolies Kalu Hamy and Periya Ambalay be raised from Rs. 12.50 to 14 per mensem, with effect from October 1, 1917.

(5) That the following excesses on votes be sanctioned :—

(1) No. 1—GENERAL REVENUE ACCOUNT.			(11) Miscellaneous Services.		
	(1) Secretariat.	Rs.	c.	Vagrant charges	Rs.
3.	Commission ..	700	0	..	750
5.	Uniforms ..	25	0		
7.	Plates, badges, &c. ..	200	0		
9.	Sundry charges ..	125	0		
	(2) Health department.			3. Commission ..	200
9.	Disinfectants and burials ..	250	0		

*Municipal Works.*

(6) That the estimate of Rs. 5,488 for laying 393 yards of 6 in. cast iron water mains along Peradeniya road be passed.

(7) That the following applications for house service pipes be sanctioned:—(1) A. L. Rahim, No. 295, Trincomalee street; (2) C. A. Hamy Wittatchy, No. 344, Trincomalee street; (3) S. Wickramaratne, No. 347, Trincomalee street.

(8) That an additional sum of Rs. 500 be voted for repairs to latrines.—Resolved that the recommendations be adopted. In regard to (2) the allowance was to be paid from June 1, 1917.

Confirmed this 15th day of December, 1917:

C. S. VAUGHAN,  
Chairman.

## Statement of Receipts and Disbursements January 1 to November 30, 1917.

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

RECEIPTS.	Estimated Revenue for 1917.	Actual Receipts to Nov. 30, 1917.
REVENUE.	Rs. c.	Rs. c.
Assessment rate ..	70,350 0	66,931 67
Taxes ..	18,810 0	21,182 50
Tolls ..	26,773 0	26,504 21
Licenses and stamp duties—		
(a) Licenses ..	2,900 0	2,563 50
(b) Stamp duties ..	13,463 0	7,619 0
Public market ..	25,800 0	23,454 80
Slaughter-house ..	7,525 0	7,522 0
Conservancy ..	19,075 0	19,726 46
Judicial fines ..	3,300 0	3,624 23
Miscellaneous receipts ..	12,225 0	14,061 71
<b>Revenue No. 1 Account ..</b>	<b>200,221 0</b>	<b>193,190 8</b>
<b>No. 2.—WATER-RATE ACCOUNT.</b>		
REVENUE.		
Water-rate ..	34,900 0	34,583 74
Water service ..	10,350 0	9,746 21
Miscellaneous receipts ..	5,600 0	6,623 88
<b>Revenue No. 2 Account ..</b>	<b>50,850 0</b>	<b>50,953 83</b>
<b>Total Revenue ..</b>	<b>251,071 0</b>	<b>244,143 91</b>
Deposits ..	—	4,920 35
Advances ..	—	394 86
Municipal stores account ..	—	8,943 16
Riot fund account—		
Commutation rate ..	12,937 75	
Assessment rate ..	6,169 95	
		19,107 70
Amount recovered on account of advance to Municipal Officers ..	—	305 0
<b>Total Receipts ..</b>	<b>—</b>	<b>277,814 98</b>
Cash balance on January 1, 1917—		
No. 1 Account ..	85,262 60	
No. 2 Account ..	117,935 46	
		203,198 6
<b>Grand Total ..</b>	<b>481,013 4</b>	

DISBURSEMENTS.	Estimated Expenditure for 1917.	Actual Disbursements to Nov. 30, 1917.
EXPENDITURE.	Rs. c.	Rs. c.
Secretariat ..	18,644 69	17,893 23
Health Department ..	72,566 35	55,571 7
Works Department ..	37,090 50	35,498 64
Public market ..	4,664 0	4,140 1
Slaughter-house ..	2,584 0	2,267 51
Cemetery ..	1,360 0	1,339 34
Municipal Court ..	1,058 0	1,066 10
Municipal school ..	1,470 0	1,428 97
Government loans ..	907 7	907 7
Pensions ..	1,226 50	1,260 51
Miscellaneous services—		
(a) Police ..	30,000 0	30,000 0
(b) Street lighting ..	28,400 0	25,416 7
(c) Miscellaneous ..	7,770 0	7,191 73
<b>Expenditure No. 1 Account ..</b>	<b>207,741 11</b>	<b>183,980 25</b>
<b>No. 2.—WATER-RATE ACCOUNT.</b>		
EXPENDITURE.		
Establishment ..	23,988 68	21,324 97
Waterworks maintenance ..	4,826 0	5,636 64
Water service ..	4,700 0	3,655 0
Government loans ..	18,154 43	11,904 43
<b>Expenditure No. 2 Account ..</b>	<b>51,669 11</b>	<b>42,521 4</b>
<b>Total Expenditure ..</b>	<b>259,410 22</b>	<b>226,501 29</b>
Deposits ..	—	4,537 87
Advances ..	—	694 86
Municipal stores account ..	—	10,076 24
Riot fund account—		
Compensation for losses ..	1 50	
Interest on loan ..	2,189 17	
Cost of collection of riot rates ..	2,038 77	
Commutation rate, refunds ..	19 50	
Assessment rate, refunds ..	2 20	
		4,251 14
Riot damages loan account ..	—	30,000 0
Advances to Municipal Officers for purchase war loan ..	—	3,450 0
<b>Total Disbursements ..</b>	<b>—</b>	<b>279,511 40</b>
Cash balance on Nov. 30, 1917—		
No. 1 Account ..	75,133 39	
No. 2 Account ..	126,368 25	
		201,501 64
<b>Grand Total ..</b>	<b>481,013 4</b>	

Kandy, December 10, 1917.

E. B. PEIRIS, Accountant.



## Balance Sheet, November 30, 1917.

LIABILITIES.	Amount.		Total.	ASSETS.	Amount.		Total.
	Rs.	c.			Rs.	c.	
Deposits on account of—				Cash in Mercantile Bank :—			
Stall rent securities ..	1,465	0		Fixed deposit ..	96,202	0	
Sundry securities ..	4,249	83		Current account ..	40,299	64	
Emptying private cesspits ..	539	29					136,501 64
Miscellaneous deposits ..	612	15	6,916 27	In National Bank :—			
Loan under the Riot Damages Ordinance, No. 23 of 1915 ..	34,821	10		Fixed deposit ..	65,000	0	201,501 64
Less amount repaid ..	30,000	0	4,821 10	Petty cash imprest ..	—	—	300 0
Riot fund :—				Advance to Municipal Officers for purchase of Ceylon war loan ..	3,450	0	
Commutation rate ..	28,493	25		Less amount recovered ..	305	0	3,145 0
Assessment rate ..	8,616	57	37,109 82	Municipal stores ..	—	—	3,454 73
Surplus :—				Riot fund :—			
General revenue and assessment rate account : ..				Compensation for losses ..	34,743	30	
Rs. c.				Cost of collection of riot damages ..	3,961	81	
Surplus from 1916 ..	64,870	38		Interest on riot damages loan ..	2,189	17	40,894 28
Add revenue January to November, 1917 ..	193,190	8					
	258,060	46					
Less expenditure January to Nov., 1917 ..	183,980	25					
Water-rate account :—			74,080 21				
Surplus from 1916 ..	117,935	46					
Add revenue January to November, 1917 ..	50,953	83					
	168,889	29					
Less expenditure January to Nov., 1917 ..	42,521	4	126,368 25				
			200,448 46				
			Total ..				Total ..
			249,295 65				249,295 65

Kandy, December 10, 1917.

E. B. PEIRIS, Accountant.

## ROAD COMMITTEE NOTICES.

## 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.	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) ..	Gallela ..	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.

## 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.	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.

## 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.	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.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Galaha Ceylon Tea Estates and Agency Company, Limited	Cottaganga	590	123	5
M. L. Wilkins	Gonawela	560	116	79
C. J. Pattenson	New Tuni gala and Girindilla	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.

## Maintenance of Mallowapitiya-Rambodagalla Branch Road during 1917-18.

NOTICE is hereby given, in terms of "The Branch Roads Ordinance, No. 14 of 1896," that a meeting of the Local Committee of the above road will be held at the Kurunegala Resthouse on January 7, 1918, at 3.30 P.M.

*Business.*

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

(a) The sections into which the road is to be divided for upkeep assessment.

(b) The estates which, in their opinion, are interested in and will use each section of the road or any part thereof.

(c) The acreage of the land belonging to each estate.

(d) The names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

J. S. PATTERSON,

Chairman, Local Committee.

Kurunegala, December 19, 1917.

## Kandanewera-Warriapolla Estate Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee of the above road will be held on Monday, January 7, 1918, at Kandanewera Factory, at 2 P.M.

*Business.*

1. To elect members of Committee, *vice* Messrs. Fern and Ward who have left the Island, for the term ending October 21, 1918.

2. To pass 1916-17 accounts.

3. To draw up an estimate for the maintenance of the road for the year commencing October 1, 1917.

4. To prepare list of estates with names of proprietors, sections of roads which these estates use, and acreages to be assessed for the private contribution on the above estimate.

5. To consider any other matter duly brought before the Meeting.

Bandarapola estate, C. P. ANDERSON,  
Matale, December 21, 1917. Chairman, Local Committee.

## LOCAL BOARD NOTICES.

## Election of Unofficial Members, Local Board Towns, Hatton-Dikoya, Nawalapitiya, and Gampola.

IT is hereby notified that the following gentlemen have been elected Unofficial Members for the years 1918 and 1919 for the under-mentioned Local Board towns:—

*Hatton-Dikoya.*

Mr. H. Tambirajah  
Nawalapitiya.  
Mr. F. J. Fernando  
Mr. J. A. F. Atapattu  
Mr. H. O. Lebbe

*Gampola.*

Mr. E. G. Jonklaas  
Mr. T. B. Panabokke  
Mr. Don Stephen de Simon

Kandy Kachcheri,  
December 20, 1917.

C. S. VAUGHAN,  
Government Agent.

## Election of Unofficial Members of the Local Board of Batticaloa.

IT is hereby notified that the following gentlemen have been elected Unofficial Members of the Local Board of Batticaloa for the years 1918 and 1919:—

Puliyantivu division: Mr. J. A. Setukavalar.  
Koddaimunai division: Mr. J. T. Tambyrajah.  
Amirtakali division: Mr. S. F. Nagapper.

Local Board Office,  
Batticaloa, December 18, 1917.

R. A. G. FESTING,  
Chairman.

## Statement showing the Importation of Rice into the Ports of Colombo and Galle during the Week ended December 22, 1917.

TO COLOMBO:—	Bags.	Singapore	Bags.
From Adrampatam	1,484	..	214
Bombay	.. 10	Tuticorin	.. 1,155
Calcutta	.. 11,431		
Dhanushkodi*	.. 19,628	Total	.. 76,671
Rangoon	.. 42,749		

TO GALLE:—Nil.

\* By rail.

674 bags rice have been shipped from the Ports of Colombo during the week ended December 22, 1917.

H. M. Customs,  
Colombo, December 26, 1917.

R. O. DE SARAM,  
for Principal Collector.