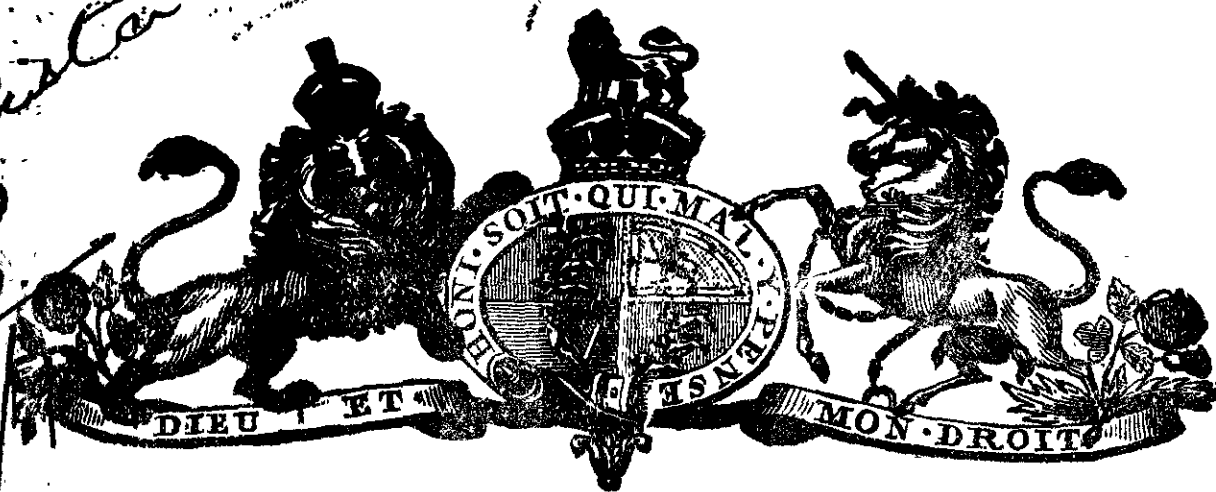


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Part I.—General.

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

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NEW LAW REPORTS.—Part XII. of Vol. XX. was issued to-day.

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 WILLIAM HENRY MANNING, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over the Island of Ceylon, with the Dependencies thereof.

W. H. MANNING.

WHEREAS by section 34 (1) of “The Ceylon Railways Ordinance, 1902,” it is enacted that it shall be lawful for the Governor from time to time to declare by Proclamation any road or path which the railway may cross to be a “minor crossing,” and whether such “minor crossing” shall be closed by gates or not:

And whereas it is expedient to declare the road which the railway crosses between the stations of Puwak-panna and Avissawella, in the Western Province, and set out in the schedule hereto, to be a “minor crossing” for the purpose of the said Ordinance:

Now know Ye that We, the Governor, in exercise of the power in Us vested as aforesaid, do hereby declare the said road to be a “minor crossing” for the purpose of the said Ordinance, as from and after February 1, 1919, and that such “minor crossing” shall not be closed by gates.

Given at Jaffna, in the said Island of Ceylon, this Twenty-first day of January, in the year of our Lord One thousand Nine hundred and Nineteen.

By His Excellency’s command,

R. E. STUBBS,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Chainage. M. C.	Description.	Class.
36 29 ..	Cart road ..	3

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 WILLIAM HENRY MANNING, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over the Island of Ceylon, with the Dependencies thereof.

W. H. MANNING.

KNOW Ye that We, the Governor of Ceylon, in pursuance of the powers in Us vested by "The Necessaries of War Exportation Ordinance, No. 19 of 1914," do hereby revoke Our Proclamations from time to time published in the *Government Gazette* on the subject of the exportation of articles from Ceylon, and, in pursuance of the aforesaid Ordinance, do publish in the schedules hereto lists of articles the exportation of which from Ceylon is hereby prohibited to the extent specified in the said schedules :

Provided, however, that in addition to the aforesaid prohibition no articles may be exported from Ceylon directly or indirectly to the countries of Siam and China unless they are consigned to persons or bodies of persons for the time being included in the White Lists for the said countries.

And We do hereby declare that for the purpose of this Proclamation the expression "White Lists" shall mean the lists from time to time published in the *Government Gazette* of persons or bodies of persons to whom articles to be exported to Siam and China may be consigned.

Given at Iranamadu, in the said Island of Ceylon, this Twenty-first day of January, in the year of our Lord One thousand Nine hundred and Nineteen.

By His Excellency's command,

R. E. STUBBS,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE A.

Articles the exportation of which from Ceylon is prohibited to all destinations:—

Acetic acid.
Anvils.
Apparel, wearing, made up, cotton, linen, flannel, tweed, and woollen.
Asbestos and articles manufactured wholly or partly of asbestos.
Axes.
Barrels and casks, empty, and their distinctive component parts, including barrel shooks and staves, other than such barrels or casks as have been previously imported full and are being returned empty whether whole or in parts.
Bearings, ball and roller, and steel balls, and rollers suitable for bearings.
Belting, woven hair.
Bicycles and parts and accessories thereof.
Boiler tubes.
Boilers.
Bolts.
Boots and shoes, materials and tools used in the manufacture of; the following:—
Boot and shoe grindery, including clog nails.
Cutters.
Drivers.
Eyelets.
Groovers.
Hooks.
Shoemakers' tools, hand and machine.
Buckets, basins, and baths.
Cables, chain.
Cables, insulated.
Castings, malleable, hematite iron.
Calcium carbide.
Chains, iron.
Coal tar, all products obtainable from and derivatives thereof suitable for use in the manufacture of dyes and explosives, and mixtures and preparations containing such products or derivatives.
Creosote, and creosote oils (except wood tar oil) and mixtures, and preparations containing such creosote or creosote oils.
Coke, except petroleum coke.

Copper manufactures, the following:—

All articles wholly or partly manufactured of copper or its alloys, except articles partly manufactured of copper or its alloys in which the total weight of copper and copper alloy does not exceed 5 per cent. of the total weight of the article and does not exceed 56 lb.
Copper, whether refined or unrefined, unwrought, wrought, or partly wrought, of all kinds and descriptions, including brass, bronze, yellow metal, and all other alloys of copper.
Cotton, manufactures of.
Cotton waste and articles containing cotton waste.
Cotton wool and articles containing cotton wool.
Crucibles (plumbago).
Cylinders, metal, such as can be used for containing compressed gas.
Drums, iron.
Electrical apparatus and plant for the generation, distribution, and utilization of electric power.
Electric lamps (except carbon filament lamps, arc lamps for street lighting, and pocket electric lamps and their component parts).
Emery and corundum and manufactures thereof, carborundum, alundum, crystolon, and all other artificial abrasives and manufactures thereof.
Enamelled ware.
Engines, steam, gas, or oil, and parts and accessories thereof.
Explosives.
Fencing staples.
Fire bricks and fire clay.
Flannel, manufactures of.
Flax yarns, threads and twines, including admixtures of flax, hemp, and jute.
Flour, wheat.
Forges, portable.
Fuel economizers constructed of cast iron pipes, used as auxiliary heating apparatus in connection with land or marine steam boilers.
Fuses.
Galvanized sheets, corrugated or flat.
Glycerine, and preparations containing glycerine.
Grindstones.
Hacksaw blades.
Hammers.

Handles and helms for grubbers, pickaxes, spades, and shovels.
 Hatchets.
 Hemp yarns, threads and twines, including admixtures of hemp, flax, and jute.
 Hose, canvas, rubber, and other.
 Insulating materials, the following :—
 Compounds intended for the purpose of electrical insulation.
 Leatheroid.
 Oiled cloth and tape.
 Vulcanized fibre.
 Zinc-barium pigments made from zinc salts and barium sulphate (except zinc oxide).
 Iron angles, channels, joists, tees, and other sectional material.
 Iron bars, including flats, rounds, and other sections and shapes.
 Iron billets, blooms, and slabs.
 Iron bridge work, pier work, and constructional material.
 Iron hoops and strips.
 Iron ingots.
 Iron ore.
 Iron, pig.
 Iron pipes.
 Iron plates and sheets.
 Iron scrap (cast only).
 Iron sheet bars.
 Iron tubes.
 Jute, admixtures of (except bags and sacks in use as coverings of goods and not otherwise prohibited).
 Lanterns.
 Lead compounds and mixtures thereof.
 Leather belting, hydraulic pump leather, and leather manufactures suitable for textile machinery.
 Linen, manufactures of.
 Linseed oil.
 Lorries.
 Lubricants and articles and mixtures containing lubricants.
 Machinery, agricultural, including hand tools which can be used for agricultural purposes.
 Machinery, metal-working, and component parts and accessories thereof.
 Magnetos and component parts thereof.
 Manganese and manganese ore.
 Mantles, incandescent.
 Matchets.
 Motor bicycles, carts, and parts and accessories thereof.
 Nails, wire.
 Needles for boot-making machines.
 Needles, hosiery, machine (latch and bearded).
 Nuts (metal).
 Oakum.
 Oils, lubricating.
 Packings, engine and boiler.
 Paints.
 Pickaxes.
 Pipes, cast iron.
 Pitch, and all mixtures, preparations, and commodities of which pitch forms an ingredient.
 Potash, salts of.
 Pumps.
 Rice.
 Russian rouble notes of any denomination.
 Shipbuilding materials, the following :—
 Condenser tubes.
 Engines for use on boardship (including Diesel and other internal combustion engines for marine propulsion) and component parts of such engines.
 Iron and steel castings and forgings for hulls and machinery of ships.
 Machinery for steamships, and component parts thereof.
 Sectional materials for shipbuilding.
 Ships' auxiliary machinery.
 Ships' telegraphs and component parts thereof.
 Steering gear and component parts thereof.
 Winches.
 Windlasses.
 Slagwool.
 Soda, caustic.
 Sodium silicate and mixtures thereof.
 Solder.

Sparking plugs.
 Specie.
 Spelter and spelter dross.
 Spirits, methylated, and mixtures containing methylated spirits.
 Steel containing tungsten or molybdenum, and any tools or other articles made from such steel.
 Steel and steel articles containing chrome, cobalt, nickel, or vanadium.
 Steel angles, channels, joists, tees, and other steel sectional material.
 Steel bars, including flats, rounds, and other sections and shapes.
 Steel billets, blooms, and slabs.
 Steel bridge work, pier work, and structural material.
 Steel flyers.
 Steel hawsers.
 Steel hoops.
 Steel ingots.
 Steel plates and sheets.
 Steel rivets, bifurcated.
 Steel scrap.
 Steel sheet bars.
 Steel travellers.
 Steel tubes.
 Steel wire rope.
 Sugar.
 Sulphuric acid and mixtures thereof.
 Tallow.
 Tar, coal.
 Tar, wood.
 Telegraphs (including wireless) and telephones, and instruments and materials for.
 Terneplates and receptacles (whether empty or full) made from terneplates.
 Thread, cotton and linen.
 Tin, manufactures of (including hollowware, tin plates, and receptacles, whether empty or full, made from tin plates), except receptacles made of tin, of a less capacity than one gallon.
 Tinned tacks.
 Tools, small, the following :—
 Boring cutters.
 Chucks.
 Files, other than shoemakers' seat files.
 Hacksaws.
 Lathe tools.
 Measuring tools.
 Milling cutters.
 Reamers.
 Screwing tackle.
 Slitting saws.
 Thread milling hobs.
 Twist drills.
 Turpentine (oil and spirit), and articles containing turpentine.
 Turpentine substitute, and articles containing turpentine substitute.
 Tweed, manufactures of.
 Valves, gas, steam, and water.
 Varnishes.
 Vices.
 Weighing machines, and weights for same.
 Wire, barbed, and galvanized wire, and implements for cutting or fixing such wire.
 Wire, card.
 Wire, heald.
 Wire, iron.
 Wire, mesh.
 Wire, reed.
 Wire rods, iron.
 Wire, steel.
 Wire rods, steel.
 Wires, insulated.
 Wood screws made of iron or steel.
 Wool, manufactures of.
 Zinc, alloys of zinc, manufactures of zinc, and zinc dust.

SCHEDULE B.

Articles the exportation of which from Ceylon is prohibited to all destinations other than the United Kingdom :—

Coconut oil. | Tin.

SCHEDULE C.

Articles the exportation of which from Ceylon is prohibited to all destinations other than the United Kingdom, British Possessions and Protectorates:—

Aircraft.	Mica.
Ammunition.	Oils and fats, animal and vegetable, not otherwise specifically prohibited.
Asphalt, raw.	Opium.
Bitumen, raw.	Paraffin wax.
Bauxite.	Petroleum coke.
Butter.	Rattans.
Cheese.	Rubber.
Chrome ore.	Sago.
Coal.	Silver.
Cocaine.	Spelter.
Copper ore.	Tapioca.
Cotton.	Tin ore.
Ferro alloys.	Tungsten, and tungsten ores.
Firearms of all kinds.	Whalebone.
Gambier.	Wheat.
Hemp.	Wool.
Jute, including bags and sacks made wholly or partly of jute.	Zinc ore and concentrates thereof.
Lead.	
Lead ore.	

SCHEDULE D.

Articles the exportation of which from Ceylon is prohibited to all destinations other than the United Kingdom, British Possessions and Protectorates, France, and Italy:—

Oleaginous kernels, nuts, and seeds, and products (except desiccated coconut), not otherwise specifically prohibited.

SCHEDULE E.

Articles the exportation of which from Ceylon is prohibited to all destinations in European and Asiatic Russia and in other foreign countries in Europe and on the Mediterranean, except Belgium, France and French Possessions, Spain, Portugal, and Morocco, Italy and Italian Possessions, and Greece:—

All articles not otherwise specifically prohibited, and including bags, wrappers, and sacks.

SCHEDULE F.

Articles the exportation of which from Ceylon is prohibited to all destinations other than France:—

Notes of the Bank of France.

SCHEDULE G.

Articles the exportation of which from Ceylon is prohibited to all destinations other than the United States of America:—

Notes of the United States Government.

Notes of the United States Bank.

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.

P R O C L A M A T I O N.

By His Excellency Sir WILLIAM HENRY MANNING, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over the Island of Ceylon, with the Dependencies thereof.

W. H. MANNING.

WHEREAS by section 1 of "The Appeals (Privy Council) (Amendment) Ordinance, No. 19 of 1918," 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 Governor, in exercise of the powers vested in Us as aforesaid, do hereby appoint that "The Appeals (Privy Council) (Amendment) Ordinance, No. 19 of 1918," shall come into operation as from and after the date hereof.

Given at Vavuniya, in the said Island of Ceylon, this Twenty-fourth day of January, in the year of our Lord One thousand Nine hundred and Nineteen.

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.

P R O C L A M A T I O N.

By His Excellency Sir WILLIAM HENRY MANNING, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over the Island of Ceylon, with the Dependencies thereof.

W. H. MANNING.

WHEREAS by section 1 of "The Defence Force (Amendment) Ordinance, No. 20 of 1918," it is enacted that the said Ordinance shall come into operation on such date as the Governor shall by Proclamation appoint:

Know Ye that We, the Governor, in exercise of the powers vested in Us as aforesaid, do hereby appoint that "The Defence Force (Amendment) Ordinance, No. 20 of 1918," shall come into operation as from and after the date hereof.

Given at Vavuniya, in the said Island of Ceylon, this Twenty-fourth day of January, in the year of our Lord One thousand Nine hundred and Nineteen.

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.

P R O C L A M A T I O N.

By His Excellency Sir WILLIAM HENRY MANNING, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over the Island of Ceylon, with the Dependencies thereof.

W. H. MANNING.

WHEREAS in pursuance of "The Trading with the Enemy (Amendment No. 2) Ordinance, No. 13 of 1916," by Our Proclamation published in the *Government Gazette* of August 2, 1918, We did publish the Royal Proclamation dated May 23, 1916, with the Statutory List as revised of persons or bodies of persons with whom trading was prohibited:

And whereas by Our subsequent Proclamations We did from time to time similarly publish amendments of the said Statutory List:

Now know Ye that We, the Governor of Ceylon, in pursuance of the Ordinance aforesaid, do hereby publish for general information in the schedule hereto further amendments of the said Statutory List.

Given at Elephant Pass, in the said Island of Ceylon, this Twentieth day of January, in the year of our Lord One thousand Nine hundred and Nineteen.

By His Excellency's command,

R. E. STUBBS,
Colonial Secretary

G O D S A V E T H E K I N G.

SCHEDULE.

Removals.

ARGENTINA, PARAGUAY, AND URUGUAY.

Burbanks, Adolphos G., Buenos Aires, Argentina.
Ures, Alfredo, Montevideo, Uruguay.

BRAZIL.

Damazio, Guilermimo, Rua 24 de Maio, Santos.
Gourley, T. P., & Company, Rua da Candelaria 76, Rio de Janeiro.

ECUADOR.

Mejia, Manuel, Bahia de Caraquez.

HAYTI AND DOMINICAN REPUBLIC.

Guzman, Juan Z., & Company, San Pedro de Macoris, Santo Domingo.
Valdes, Enrique, San Pedro de Macoris, Santo Domingo.

MEXICO.

Abastecedor Electrico, El (Mendoza y Llanos), Mexico City.
Maisterrena y Hijos, Tepic and San Blas.
Martino, Antonio, Mexico City.
Mendoza y Lalnos, el Abastecedor Electrico, Mexico City.
Ygaza, P., de, San Blas and Tepic.

SPAIN.

Castillo, Luis, y Cia (sucesores de Manuel Bilbao), Calle Somera 47, Bilbao.

Garcia Cuervo, Gumersindo, Calle Marques de San Esteban 50, Gijon.
Piera, Adrian, Calle Santa Engracia 125, Madrid.

Variations.

Corrections in the names and additions to addresses of the persons or firms whose names have been already published on the respective dates shown in the margin are made as under:—

ARGENTINA.

6 Sept., 1918. Jacobi & Marx, Buenos Aires, should read Jacobi & Marx, Calle 25 de Mayo 347, Buenos Aires, Argentina.
6 Sept., 1918. Jacobi, Sigismundo, Calle 25 de Mayo 287, Buenos Aires, should read Jacobi, Sigismundo, Calle 25 de Mayo 347, Buenos Aires, Argentina.
6 Sept., 1918. Refnadoro, La, De Buenos Aires, should read Refnadora de Buenos Aires, La (now Gerhard Duckwitz & Co.), Calle Peru 1667, Buenos Aires, Argentina, and should also appear as Duckwitz, Gerhard, & Company (formerly La Refnadora de Buenos Aires), Calle Peru 1667, Buenos Aires, Argentina.

CHILE.

26 Oct., 1917. Botica Santo Domingo, Calle Santo Domingo esquina 21 de Mayo, Santiago (see also Doggenweiler & Co.), should read Botica Santo Domingo, Calle Santo Domingo esquina 21 de Mayo, Santiago.

25 May, 1917. Doggenweiler & Company (Botica del Indio, Avenida Delicias esquina Ahumada), (Botica Santo Domingo, Calle Santo Domingo esquina 21 de Mayo), and Calle Huerfanos, Santiago, should read Doggenweiler & Company (Botica del Indio, Avenida Delicias esquina Ahumada) and Calle Huerfanos, Santiago.

NETHERLAND EAST INDIES.

3 May, 1918. Hendriksz D. W. A. (Landbouw Onderneming Lhō Kroelt), Sumatra, should read Hendriksz D. W. A. (Landbouw Onderneming, Lhō Kroet), Sumatra.
16 Mar., 1918. Import Maatschappij, De, Sourabaya (no. connection with Import Maatschappij, Batavia), should appear without the footnote.
5 April, 1918. Lhō Kroelt Landbouw Onderneming, Sumatra, should read Lhō Kroet Landbouw Onderneming, Sumatra.
4 Oct., 1918. Lie Seng Sie, Batavia, should read Lie Seng Hee, Batavia.
3 May, 1918. Medan Handel Maatschappij (Raden Soenarto), Medan, should read Medan Handel Maatschappij (Raden Soenarto), Medan. (No connection with Medansche Handel Maatschappij v/h. Th. Konow Soeberg & Co., Medan.) Zuid Borneo Steenkolen Maatschappij N/V. Bandjermassin, S.E. Borneo, should read, Zuid Borneo Steenkolen Maatschappij N/V. Bandjermassin, S.E. Borneo.

A P P O I N T M E N T S , & c . , B Y T H E G O V E R N O R .

No. 28 of 1919.

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

Mr. H. O. FOX to be Settlement Officer and a Special Officer under the Waste Lands Ordinances, with effect from January 4, 1919, until further orders.

Mr. D. H. BALFOUR to act, in addition to his own duties, as Office Assistant to the Government Agent, Southern Province, *vice* Mr. T. GOONETILLEKE, on January 20 and 21, 1919, or until the resumption of duties by that officer.

Mr. N. J. LUDINGTON to act, in addition to his own duties, as Office Assistant to the Government Agent, Southern Province, on January 30, 1919.

Mr. J. H. VANNIASINKAM to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Jaffna, *vice* Mr. P. E. PIERIS, from January 24 to 26, 1919, or until the resumption of duties by that officer.

Mr. F. N. DANIELS to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kurunegala, *vice* Mr. G. W. WOODHOUSE, from January

27 to 29, 1919, or until the resumption of duties by that officer.

Mr. W. H. B. CARBERY to the office of Police Magistrate, Colombo, Additional District Judge, Colombo, and Additional Municipal Magistrate, Colombo, and a Visitor of the Prisons in Colombo, with effect from January 15, 1919.

Mr. J. E. DE ZOYSA to act as Commissioner of Requests and Police Magistrate, Negombo, and Assistant Superintendent of the Prison at Negombo, *vice* Mr. V. COOMARASWAMY, from January 20 to 28, 1919, or until the resumption of duties by that officer.

Mr. T. GOONETILLEKE to act, in addition to his own duties, as Additional Commissioner of Requests, Galle, on January 30, 1919.

Mr. F. MARKUS to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, *vice* Mr. T. H. E. MOONAMALLE, on January 17 and 18, 1919, or until the resumption of duties by that officer.

Mr. S. F. NAGAPPER to act as Additional Police Magistrate, Batticaloa, on January 24, 1919.

By His Excellency's command,

Colonial Secretary's Office, R. E. STUBBS,
Colombo, January 24, 1919. Colonial Secretary.

No. 29 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 4 of Ordinance No. 6 of 1907, to appoint Mr. E. R. TAMBIMUTTU to be a Member of the Plant Pests Board for the Revenue District of Batticaloa for a period of three years.

By His Excellency's command,

Colonial Secretary's Office, R. E. STUBBS,
Colombo, January 21, 1919. Colonial Secretary.

No. 30 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 8 of Ordinance No. 8 of 1907, to nominate Rev. Father F. M. BIZIEN to be a Member of the District School Committee, Mannar, *vice* Rev. Father A. DAURAT, for the period ending December 31, 1919.

By His Excellency's command,

Colonial Secretary's Office, R. E. STUBBS,
Colombo, January 22, 1919. Colonial Secretary.

No. 31 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DON JOHN ARNOLIS PERERA MUNASINGHE, of Udugampola, Henaratgoda, to be a Notary Public throughout Rayigam korale of Kalutara District, with residence and office at Keselhenawa, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, R. E. STUBBS,
Colombo, January 16, 1919. Colonial Secretary.

No. 32 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. MIHIDUKULASURIYA PATABENDIGE EMANUEL FERNANDO, at present practising as a Notary Public at Negombo, to be a Notary Public throughout Udapalata division of Kandy District, with residence and office at Gampola, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, R. E. STUBBS,
Colombo, January 16, 1919. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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

RICHARD NAVARATTINAM LAWRENCE provisionally as Registrar of Births and Deaths of Varani division, and of Marriages (General) of Tentmaradchi division, in the Jaffna District of the Northern Province, with effect from January 30, 1919, *vice* the Registrar, B. C. LAWRENCE, deceased. His office will be at Kakkarantanvalavu in Idaikkurichchi; station, Pankankenivalavu in Chavakachcheri.

SITAMPARAPPILLAI TAMPAYYA provisionally as Registrar of Births and Deaths of Tampagamam division, and of Marriages (General) of Pachhilaippali division, in the Jaffna District of the Northern Province, with effect from January 30, 1919, *vice* the Registrar, S. SANMUGAM, deceased. His office will be at Innasimanatkadu in Tampagamam.

Dr. SAMUEL KASIPILLAI CHINNIAM to be Medical Registrar of Births and Deaths of Kalmunai town division, in the Batticaloa District of the Eastern Province, with effect from February 5, 1919, *vice* Dr. C. SITAMPALAM, transferred. His office will be at the Civil Hospital, Kalmunai.

AKURUMUHANDIRAMALAYE JAYAWARDANA to act as Registrar of Births and Deaths of Wiligepala division, in the Ratnapura District of the Province of Sabaragamuwa, for three months, with effect from February 1, 1919, *vice* Registrar, A. M. WASANAHAMI, on leave. His office will be at the permanent Registrar's Office in Wiligepala.

By His Excellency's command,

Colonial Secretary's Office, R. E. STUBBS,
Colombo, January 21, 1919. 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 BENJAMIN SIMON COORAY to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, for January 9, 1919, during the absence of the Registrar, DANIEL DENIS PIERIS, on leave. His office will be at the Colombo Kachcheri.

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. J. R. BLAZI 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 seven days from January 16, 1919, during the absence of the Registrar, Dr. J. L. FERNANDO, on leave. His office will be at No. 20c, Mayfield road, Kotahena.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON SAMUEL WIJESUNDERA to act as Registrar of Births and Deaths of Kosgama division, and of Marriages (General) of Udugaha pattu of Hewagama korale division, in the Colombo District of the Western Province, for sixteen days from January 16, 1919, during the absence of the Registrar, DON HARMANIS WIJESUNDERA, on sick leave. His office will be at Rukgahawatta in Kosgama, and his station at Kelagahawatta in Avissawella.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON CHARLES SAMARASEKERA to act as Registrar of Births and Deaths of Welgama Division, and of Marriages (General) of Gangaboda pattu division, in the Kalutara District of the Western Province, for ten days from January 16, 1919, during the absence of the Registrar, D. E. RANAWAKA-ACHCHI, interdicted from duty. His office will be at Sarakuwewatta in Bulatsinhala.

The Assistant Provincial Registrar, Kalutara, has appointed BUSABADUGE SAINERIS FERNANDO ABYESUNDARA WICKRAMASURIYA to act as Registrar of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, for thirty days from January 20, 1919, during the absence of the Registrar, J. A. DE A. SENEWIRATNA, interdicted from duty. His office will be at Elaowita at Alutkade Tunmanhandiya.

The Provincial Registrar, Central Province, has appointed DISANAYAKA MUDIANSelaye AMBALAGALA WALAWWE RAN BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Pata Dumbara No. 5 division, in the Kandy District of the Central Province, for fifteen days from January 11, 1919, during the absence of the Registrar, H. M. TIKIRI BANDA, on sick leave. His office will be at Ambalagala Walawwewatta in Werapitiya and station at Korawewatta in Rambukwella.

The Provincial Registrar, Central Province, has appointed HERAT MUDIANSLEGEDARA KIRI BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Uda-palata No. 4 division, in the Kandy District of the Central Province, for two days from January 16, 1919, during the absence of the Registrar D. B. HINDAGALA, on leave. His office will be at Hindagala Walawwa in Hindagala.

The Provincial Registrar, Central Province, has appointed TENNAKON MUDIYANSELAGE WATTEGEDARA SIYATU to act as Registrar of Births and Deaths and of Marriages (General) of Pata Dumbara No. 2 division, in the Kandy District of the Central Province, for three days from January 17, 1919, during the absence of the Registrar, A. RATWATTE, on other duty. His office will be at Migahakotuwwewatta in Gunnepana.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed M. W. W. VIDURUPOLA to act as Registrar of Marriages (General) of Nuwara Eliya town division, in the Nuwara Eliya District of the Central Province, for six days from January 13, 1919, during the absence of the Registrar, D. A. DE SILVA, on leave. His office will be at the Nuwara Eliya Kachcheri.

The Assistant Provincial Registrar, Galle, has appointed AKMIMANA PALLIYEGURUGE PELIS to act as Registrar of Births and Deaths of Katukurunda division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for fourteen days from January 18, 1919, *vice* the Registrar, A. P. G. ABRAHAM *alias* JAMES, deceased. His office will be at Anduwanawatta in Katukurunda.

The Assistant Provincial Registrar, Galle, has appointed DIDRECK DE LIVERA KARUNARATNA to act as Registrar of Births and Deaths of Madampe division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for four days from January 22, 1919, during the absence of the Registrar, W. S. M. A. WIYAKULATILAKA, on leave. His office will be at Maradanewatta in Wenamulla.

The Additional Assistant Provincial Registrar, Matara, has appointed DON HENDERICK SEPARAMADU PINIDIYA to act as Registrar of Births and Deaths of Four Gravets No. 2 division, and of Marriages (General) of Matara town and gravets division, in the Matara District of the Southern Province, for five days from January 16, 1919, during the absence of the Registrar A. D. S. WIRASINHA, on leave. His offices will be at Gasyatawatta *alias* Gabadagewatta in Tudawa and Dissawagewatta in Weliveriya.

The Additional Assistant Provincial Registrar, Matara, has appointed DON SAMEL SEDARA SENARAT to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for thirty days from January 25, 1919, during the absence of the Registrar, D. D. SEDARA SENARAT, on leave. His office will be at Corakawatta in Kebaliyapola.

The Assistant Provincial Registrar, Hambantota, has appointed COLOMBAGE DON AMARIS to act as Registrar of Births and Deaths of Hambantota outside the town division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for thirty days from January 12, 1919, *vice* Registrar, S. SALOHAMI, deceased. His office will be at Suriyagahawatta at Koholankala.

The Assistant Provincial Registrar, Hambantota, has appointed ABEYWICKREMA WIJESUNDERA MOHOTTI APPUHAMI to act as Registrar of Births and Deaths of Kanuketiya Lower division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for fourteen days from January 18, 1919, during the absence of the Registrar, D. B. A. WIJESUNDARA, on leave. His office will be at Dehigahawatta in Lunama.

The Assistant Provincial Registrar, Hambantota, has appointed DON SAUNDIRIS GUNASEKERA WELLAPPULI to act as Registrar of Births and Deaths of Walasmulla Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for seven days from January 20, 1919, during the absence of the Registrar, D. C. G. WELLAPPULI, on leave. His office will be at Pallehawatta in Iththademaliya.

The Assistant Provincial Registrar, Hambantota, has appointed DON DAVITH ABEYSIRI SAMARANAYAKA to act as Registrar of Births and Deaths of Walasmulla Lower division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from January 21, 1919, during the absence of the Registrar, D. D. ABEWICKRAMA, on leave. His office will be at Egodawatta in Okewela.

The Provincial Registrar, Northern Province, has appointed VENESIMUTTU TIRUCHCHELVAR to act as Registrar of Births and Deaths of Mallagam division, and of Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province, for thirty days from December 1, 1918, *vice* the Registrar, S. JOHNPILLAI, deceased. His office will be at Tanchiddi in Mallagam; station: Taranankaladdi in Tellippalai East.

The Provincial Registrar, Northern Province, has appointed VAYITTINGAM TAMOTARAMPILLAI to act as Registrar of Births and Deaths of Koppay division, and of Marriages (General) of Valikamam East division, in the Jaffna District of the Northern Province, for ten days from December 27, 1918, *vice* the Registrar, J. ARUDPRAGASAM, deceased. His office will be at Alakavudai in Koppay South.

The Provincial Registrar, Northern Province, has appointed VINASIMUTTU TIRUCHCHELVAR to act as Registrar of Births and Deaths of Mallagam division, and of Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province, for thirty days from December 31, 1918, *vice* the Registrar, S. JOHNPILLAI, deceased. His office will be at Tanchiddi in Mallagam; station: Taranankaladdi in Tellippalai East.

The Provincial Registrar, Northern Province, has appointed SITAMPARAPPILLAI TAMPAYIA to act as Registrar of Births and Deaths of Tampagamam division, and of Marriages (General) of Pachchilaippali division, in the Jaffna District of the Northern Province, for thirty days from December 31, 1918, *vice* the Registrar, S. SANMUGAM, deceased. His office will be at Innasia manatkadu in Tampagamam.

The Provincial Registrar, Northern Province, has appointed RICHARD NAVARATTINAM LAWRENCE to act as Registrar of Births and Deaths of Varani division, and of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, for thirty days from December 31, 1918, *vice* the Registrar, B. C. LAWRENCE, deceased. His office will be at Kakkarantanvalavu in Idaikkurichechi; station: Pankankenivalavu in Chavakachcheri.

The Provincial Registrar, Northern Province, has appointed SINNATTAMPI BENJAMIN MUTTAIYA to act as Registrar of Births and Deaths of Koppay division, and of Marriages (General) of Valikamam East division, in the Jaffna District of the Northern Province, for thirty days from January 6, 1919, *vice* the Registrar, J. ARUDPRAGASAM, deceased. His office will be at Adichcheri in Koppay South.

The Assistant Provincial Registrar, Jaffna District, has appointed MURUGESAR SITTAMPALAM to act as Registrar of Births and Deaths of Manipay division, in the Jaffna District of the Northern Province, for thirty days from January 16, 1919, during the absence of the Registrar, S. TIRUVILANGAM, on leave. His office will be at Paddappuli in Manipay.

The Assistant Provincial Registrar, Batticaloa District, has appointed KANNAPPAN PEETHAMPARAPILLAI to act as Registrar of Births and Deaths of Eraur pattu north division, and of Marriages (General) of Eraur pattu division, in the Batticaloa District of the Eastern Province, for thirty days from January 11, 1919, during the absence of the Registrar, S. KANNAPPAN, on leave. His office will be at Vandaramulai and station at Putur.

The Assistant Provincial Registrar, Batticaloa, has appointed WOODFORD HOOLE CANAGARATNA to act as Registrar of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province, for twenty days from January 12, 1919, vice T. N. RASIAH, deceased. His office will be at the Kachcheri, Batticaloa.

The Additional Assistant Provincial Registrar, Puttalam, has appointed JOSEPH STEPHEN PIERIS to act as Registrar of Marriages (General) of Puttalam pattu and gravets division, in the Puttalam District of the North-Western Province, for two days from January 6, 1919, during the absence of the Registrar, R. M. THEVATHASAN, on leave. His office will be at the Puttalam Kachcheri.

The Assistant Provincial Registrar, Kegalla, has appointed VIDANELAGE PUNCHIMAHATMAYA to act as Registrar of Births and Deaths of Atulugam korale east 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 January 3 and five days from January 13, 1919, during the absence of the Registrar, H. A. SIBIWARDHANAHAMI, on leave. His offices

will be at (1) Gurugalagawahenewatta in Udabage, (2) Circuit bungalow, Deraniyagala.

Registrar-General's Office,
Colombo, January 21, 1919.

W. L. KINDERSLEY,
Registrar-General.

IT is hereby notified that WAHALATANTRIGE DON WILLIAM PERERA SENANAYAKE, Registrar of Births and Deaths of Pita Kotte division, and of Marriages (General) of Palle pattu of Salpiti korale, will, with effect from February 1, 1919, have an additional office at Migahawatta in Borales-gomuwa, which he will visit on Wednesdays and Fridays.

Registrar-General's Office,
Colombo, January 18, 1919.

W. L. KINDERSLEY,
Registrar-General.

IT is hereby notified that HAKMANA DISANAYAKE WASALE BANDARA AMUNUGAMA WIJERATNE GOONETILLEKE RAJANAYAKE WALAWWE MUTU BANDA DORAKUMBURE, Registrar of Births and Deaths of Gampahasiya pattu division, and of Marriages (Kandyan and General) of Matala South division, in the Matala District of the Central Province, will, with effect from February 1, 1919, hold his office at Dissawewalawwewatta in Dorakumbura; station: Mudiyanselagowatta in Madawala, instead of at Alut-walawwewatta in Dorakumbura; station: Mudiyanselagowatta in Madawala, as notified in the *Government Gazette* No. 6,549 of February 21, 1913.

Registrar-General's Office,
Colombo, January 17, 1919.

W. L. KINDERSLEY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

IT is hereby notified for general information that His Majesty the King has been pleased to confer on the Right Honourable Viscount Milner, P.C., G.C.B., G.C.M.G., the Seals of the Colonial Office.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 17, 1919.

R. E. STUBBS,
Colonial Secretary.

"THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897."

IT is hereby notified for general information that His Excellency the Governor has been pleased, under regulation 104 of Part V. of the regulations made under "The Quarantine and Prevention of Diseases Ordinance, 1897," published by Notification dated September 6, 1917, in *Government Gazette* No. 6,897 of September 7, 1917, to direct that the provisions of the said chapter shall be applied to the area appearing in the schedule hereto, which has been declared by the Principal Civil Medical Officer to be infected with anchylostomiasis, and that the requirements which under the said chapter may be addressed to the superintendent or other person in charge of the labourers on an estate shall be addressed, with regard to the said area, to Mr. J. W. Scott, Manager, Badulla Factory.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 17, 1919.

R. E. STUBBS,
Colonial Secretary.

SCHEDULE.—Badulla Factory.

"THE FOREST ORDINANCE, 1907."

A **MENDED** rule made by His Excellency the Governor, with the advice of the Executive Council, in substitution for rule 4 of the rules under Chapter IV., section 21 (1) (c), of the Forest Ordinance, No. 16 of 1907, published in the *Government Gazette* No. 6,941 of May 10, 1918.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 20, 1919.

R. E. STUBBS,
Colonial Secretary.

AMENDED RULE REFERRED TO.

4. The period of a permit may be extended on payment of ten per cent. of the royalty value of the produce covered by the permit on justifiable reasons for non-conversion being shown to the satisfaction of the Forest Officer before

the date of expiry of the permit, provided the Conservator may waive such extension fee wholly or in part, having due regard to the circumstances of each case.

"THE HOUSING AND TOWN IMPROVEMENT ORDINANCE, No. 19 OF 1915."

NOTICE is hereby given that, in pursuance of the powers vested in him by section 30 (5) of "The Housing and Town Improvement Ordinance, No. 19 of 1915," His Excellency the Governor has been pleased to order that the following gentlemen be re-appointed to constitute a Board of Improvement Commissioners for the Municipal limits of the city of Colombo, to be designated the Colombo Improvement Commissioners:—

E. W. Byrde, Esq. (Chairman).
 Sir Ponnambalam Arunachalam, Kt.
 H. L. de Mel, Esq., C.B.E.
 W. C. S. Ingles, Esq.

G. S. Schneider, Esq.
 Hon. Mr. T. H. Chapman, V.D.
 W. Sutherland Ross, Esq.

Colonial Secretary's Office,
 Colombo, January 20, 1919.

By His Excellency's command,

R. E. STUBBS,
 Colonial Secretary.

IT is hereby notified that Mr. R. M. White of the Forest Department has passed the examination in Tamil held on January 18, 1919.

By His Excellency's command,

Colonial Secretary's Office,
 Colombo, January 21, 1919.

R. E. STUBBS,
 Colonial Secretary.

IT is hereby notified that the under-mentioned officers have passed the departmental examinations noted against their names, held on January 13, 1919:—

Police Department.	
Mr. G. H. Ferguson ..	Sinhalese (First Examination).
Mr. W. K. S. Hughes ..	Sinhalese (under General Order 475).
Irrigation Department.	
Mr. W. J. Brindley ..	Sinhalese.

By His Excellency's command,

Colonial Secretary's Office,
 Colombo, January 22, 1919.

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.

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

And whereas the property described in the schedule hereto belongs to Lina Schulze, an enemy subject, and whereas it appears expedient to vest the said property in the said Custodian:

Now, therefore, His Excellency the Governor is pleased, by and with the advice of the Executive Council to order, and it is hereby ordered, that the aforesaid property is vested in the "Custodian of Enemy Property," who is empowered to cancel the bond mentioned in the said schedule, to receive payment of the principal and interest due thereon, and to deal with the said moneys as provided by the said Ordinance.

By order,

Colonial Secretary's Office,
 Colombo, January 18, 1919.

JOHN SCOTT,
 Clerk to the Executive Council.

SCHEDULE.

All the right, title, and interest of the said Lina Schulze in and to the mortgage bond No. 2,376, dated November 12, 1913, and attested by W. A. S. de Vos, of Colombo, Notary Public.

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of December, 1918:—

1.—Note Account.

	Rs.	c.		Rs.	c.
Total Stock on November 30, 1918 ..	89,756,992	0	In vault on December 31, 1918 ..	55,464,470	0
And Notes received in December, 1918 ..	3,050,000	0	In circulation on December 31, 1918 ..	37,342,522	0
	92,806,992	0			
Deduct Notes destroyed in December, 1918 ..	—	—			
	92,806,992	0		92,806,992	0

2.—Coin Account.

	Rs.	c.		Rs.	c.
Coin received for Notes in circulation ..	37,342,522	0	Investments ..	19,310,995	9
			Coin in vault ..	10,181,190	24
			Coin in England ..	7,850,336	67
	37,342,522	0		37,342,522	0

3.—Average amount of Notes in circulation during the month .. 37,341,941 0
 Average amount of Coin in vault and in England during the month .. 18,030,946 0

4.—Investment Account.

	Face Value.			Face Value.			Face Value.		Cost Price.		Market Value.	
	£.	s.	d.	£.	s.	d.	Rs.	c.	Rs.	c.	Rs.	c.
War Loan, 5 per cent. ..	7,669	11	8	—	—	—	—	—	8,130,850	0	5,470,962	26
Colonial Securities ..	539,481	17	7	—	—	—	—					
Local Loans ..	18,000	0	0	—	—	—	—					
India 3½ per cent. Stock ..	—	—	—	96,000	14	7	—	—	1,290,186	0	908,851	21
Indian 5 per cent. War Loan ..	—	—	—	—	—	—	8,801,180	0	9,890,159	9	8,075,082	65
Total ..	565,151	9	8	96,000	14	7	8,801,180	0	19,310,995	9	14,454,896	12

5.—Depreciation Fund.

	Face Value.			Face Value.			Face Value.		Cost Price.		Market Value.	
	£.	s.	d.	£.	s.	d.	Rs.	c.	Rs.	c.	Rs.	c.
War Loan, 5 per cent. ..	29,455	4	7	—	—	—	—	—	3,510,398	30	2,856,317	78
Exchequer Bonds, 5 per cent. ..	21,600	0	0	—	—	—	—					
National War Bonds 5 per cent. ..	96,800	0	0	—	—	—	—					
Colonial Securities ..	96,591	4	0	—	—	—	—	—	716,296	97	501,432	10
Indian 5 per cent. War Loan ..	—	—	—	—	—	—	546,520	0				
Total ..	244,446	8	7	—	—	—	546,520	0	4,226,695	27	3,357,749	88
Total of Nos. 4 and 5 ..	809,597	17	10	96,000	14	7	9,347,700	0	23,537,690	36	17,812,646	0

Currency Office,
Colombo, January 13, 1919.

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

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for loading firewood on week days and Sundays from date of acceptance of the tender to September 30, 1919.

Loading into special trains between Haputale and Nawalapitiya.

Not less than 100 cubic yards per hour are to be loaded.

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

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

4. Tenders should be marked "Tender for Loading Firewood" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue, Colombo, not later than midday on Tuesday, February 11, 1919.

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

6. A deposit of Rs. 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 to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. The amount of security required will be Rs. 50 in cash. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

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

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

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

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

General Manager's Office,
Colombo, January 17, 1919.

G. P. GREENE,
General Manager.

TENDERS are hereby invited for building a new bungalow and kitchen, &c., for the Supervisor, and five new huts for patrols, and for the work of repairing one hut for patrol in the Government Saltern at Palavi.

2. The tender should be enclosed in a sealed envelope, on the left hand corner of which must be written the words "Tender for building and repairing Salt Department Quarters at Palavi," and it should be sent to the Assistant Government Agent, Puttalam, to reach him before 1 p.m. on February 6, 1919.

3. A duplicate of the tender should also be sent under a sealed cover to the Hon. the Controller of Revenue, Colombo, so that he may receive it before the same hour.

4. The intending tenderer should, before sending his tender to the Assistant Government Agent, deposit a sum of Rs. 20 at any Kachcheri under the head of "Tender Forms," and should annex to his tender the receipt obtained for the deposit of the sum.

5. This sum of Rs. 20 will be held by the Assistant Government Agent as a security for tenderer's entering into the contract with him, in the event of his tender being accepted, for carrying out the work in a satisfactory manner, and will be confiscated, if he fail to enter into such a contract within a reasonable time after his tender was accepted.

6. The tenderer should name an address at Puttalam, where letters for him may be left or delivered.

7. The work should be completed within six weeks after the contract was entered into.

8. Further particulars may be obtained from the Salt Inspector, Puttalam.

SPECIFICATION.

Supervisor's Bungalow and Kitchen, &c.

The bungalow is to be built facing the road leading from Palavi to Kalpitiya towards the southern side of the saltern with mud walls 10 ft. high, and consisting of a sitting room in the middle and 2 bedrooms on either side, each 14 ft. square. There should be a verandah on all four sides of the bungalow, 7 ft. broad. The floor should be raised 2 ft. above ground level, and levelled, stamped, and cowdunged well. The walls should be whitewashed. There should be 6 doors, each 6 ft. high by 3 ft. broad, and 2 windows, each 3 ft. square. The doors and window shutters should be fixed to the frames by parliament hinges, and should all be painted. The materials used should be new and sound, and all bark should be removed from the timber used. Pootus, wall plates, ridge beams, crossbeams, king posts, side beams, verandah wall plates, and side posts should all be cut into square shape. Warichchus used for the roof should be of taranee wood, and the pootus should be placed 1½ ft. apart from each other. Tammana splinters used for the walls should be placed 1 ft. apart from each other. A short fence should be put up all round the verandah, and a fence 6 ft. high should also be put up enclosing the compound behind the bungalow. Doors and windows should be made of some durable timber.

Kitchen, &c.

A new kitchen with mud walls 15 ft. by 10 ft., and a closet with cadjans 12 ft. by 10 ft. should also be erected.

The old Supervisor's bungalow and kitchen now standing in the saltern to be put down, and the sound materials found thereon should be used for erecting the kitchen and the closet.

Six Patrols' Huts.

Five new cadjan huts for patrols to be erected, consisting of 2 rooms each 12 ft. square. The floor should be raised with clay, levelled, stamped, and cowdunged. One hut which is now under occupation should be thoroughly repaired. The old huts to be put down, and the sound timber found thereon to be used for erecting the new ones.

Puttalam Kachcheri, S. M. P. VANDERKOEN,
January 18, 1919. for Assistant Government Agent.

TENDERS are hereby invited for the work of building a new salt store at Pudure in Nachchikalli, for repairing and extending the store No. 12 at Kalladi, and for erecting a weighing shed for the store No. 12.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words "Tender for the work of building and repairing Salt Stores at Nachchikalli," and it should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 1 P.M. on February 5, 1919.

3. A duplicate of the tender should also be sent under a sealed cover to the Hon. the Controller of Revenue, Colombo, so that he may receive it before the same hour.

4. The intending tenderer should, before sending his tender to the Assistant Government Agent, deposit a sum of Rs. 20 at any Kachcheri under the heading "Tender Forms," and should annex to his tender the receipt obtained for the deposit of the sum.

5. This sum of Rs. 20 will be held by the Assistant Government Agent as a security for the tenderer's entering into the contract with him—in the event of his tender being accepted—for carrying out the work in a satisfactory manner; and it will be confiscated, if he fail to enter into such a contract, within a reasonable time after his tender was accepted.

6. The tenderer should name an address at Puttalam, where letters for him may be left or delivered.

7. The work should be completed within five weeks after the contract was entered into.

8. Further particulars may be obtained from the Salt Inspector, Puttalam.

Description of the Work to be done.

All the decayed or otherwise worthless cadjan, timber, and other materials that are on the building now should be removed and replaced by new and sound materials.

The roof of the new store and that of the portions to be extended in store No. 12 should be rethatched with new cadjan, and pootus should be placed thereon to serve as weights.

The side and gable fences should be built anew with fresh and sound timber.

The interior of the store should be lined with new cadjan.

The floor of the store should be raised with clay, levelled, and stamped.

The weighing shed should be built anew.

The new salt store should be 88 ft. in length and 18 ft. in breadth. Height of the side walls should not exceed 13 ft.

Hinges should be fixed to the door, and hooks supplied for the padlocks.

A new door and door-frame should be fixed in the new store.

Two compartments should be added to store No. 12 of the size of the existing compartments.

Puttalam Kachcheri, S. M. P. VANDERKOEN,
January 17, 1919. for Assistant Government Agent.

TENDERS are hereby invited for the work of repairing the salt stores 3, 8, and 15 at Nachchikalli.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words "Tenders for repairing the Salt Stores at Nachchikalli," and it should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 1 P.M. on February 5, 1919.

3. The intending tenderer should, before sending his tender to the Assistant Government Agent, deposit a sum of Rs. 10 at any Kachcheri under the head "Tender Forms," and should annex to his tender the receipt obtained for the deposit of the sum.

4. This sum of Rs. 10 will be held by the Assistant Government Agent as a security for the tenderer's entering into contract with him—in the event of his tender being accepted—for carrying out the work in a satisfactory manner; and it will be confiscated, if he fail to enter into such a contract, within a reasonable time after his tender was accepted.

5. The tenderer should name an address at Puttalam, where letters for him may be left or delivered.

6. The work should be completed within one month after the contract was entered into.

7. Further particulars may be obtained from the Salt Inspector, Puttalam.

Description of the work to be done.

All the decayed or otherwise worthless cadjan, timber, and other worthless materials that are on the buildings now should be removed and replaced by new and sound materials.

The roof of the stores should be rethatched with new cadjan, and pootus should be placed thereon to serve as weights.

The damaged portions of the roof and side walls should be dismantled and rebuilt.

The walls of the store 3 should be thatched with new cadjan, they being straightened wherever they bulge. The walls of the stores 8 and 15 should be repaired, wherever necessary.

The floor of the stores should be raised with clay, levelled, and stamped well.

The weighing sheds should be repaired.

The interior of the stores should be lined with new cadjan.

The doors should be fixed with new hinges, and hooks should be supplied for padlocks.

Puttalam Kachcheri, S. M. P. VANDERKOEN,
January 17, 1919. for Assistant Government Agent.

TENDERS are hereby invited for the supply of firewood to Jaffna Depôt during 1918-19, to be completed as specified in the schedule below. The area to be exploited for the supply and further details are given in the schedule.

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

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

4. Tenders should be marked "Tender for Firewood to Jaffna Depôt, 1918-19," 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, February 11, 1919.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Jaffna. 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 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. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given engaging to become security for the due fulfilment of the contract.

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

9. A rate per ton of firewood accepted by the Depôt-keeper must be quoted written both in words and figures.

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. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained.

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

14. Further, the contractor shall not employ any person whose name is on the list of defaulting contractors, nor any person whom the Assistant Conservator of Forests, for reasons which appear to him sufficient, objects to after giving due notice in writing.

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

SCHEDULE.

To clear fell all trees 6 in. from the ground with axe in four blocks more or less, 160 acres more or less in extent, situated in Veddukadu, $\frac{1}{4}$ mile from seashore, to be demarcated by 3 ft. lines to a maximum depth of 40 chains.

To cut into firewood every tree so felled and every other dead or fallen tree whatever in these blocks sufficient to yield 1,000 tons of firewood more or less, with the least amount of wastage. All firewood immediately after conversion to be transported to the seashore and thence by boats to Jaffna Customs, loaded into carts and taken to Jaffna Depôt, weigh and stack in Jaffna Depôt in such a manner as Depôt-keeper may direct at a minimum rate of 400 tons per mensem from March 1, 1919, to April 30, 1919. Final delivery in Jaffna Depôt to be made on or before May 5, 1919, when the balance remaining, if any, out of the total quantity to be supplied should be delivered.

Distance of transport by cart to seashore is 1 mile, by boat 18 miles, by cart to the Jaffna Depôt $\frac{1}{4}$ mile.

Felling must proceed steadily and systematically in one direction straight across the area every tree being cut and the area stripped clean of all firewood.

Any tree pointed out by a Forest Officer as one to be felled for firewood shall, without question be felled, and any tree pointed out or marked by a Forest Officer as not to be felled shall not be felled or injured.

The contractor will be responsible for the safety of firewood stacked on the seashore, and until delivered to Depôt-keeper.

The contractor may be required at times to increase supplies, should the Depôt requirements necessitate, and at times also to decrease supplies, but the average output will be as described in the schedule.

It must be clearly understood that for failure to have full monthly supplies ready as required a penalty of Rs. 1 per ton for every ton short will be levied.

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, January 21, 1919. Conservator of Forests.

TENDERS are hereby invited for the supply of sleepers and scantlings during 1918-19, to be completed as specified in the note under the schedule annexed below. The area to be exploited for the supplies and further details are given in the schedule.

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

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

4. Tenders should be marked "Tender for Sleeper and Scantling Supply, 1918-19, Anuradhapura Division," 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, February 11, 1919.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Anuradhapura. 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. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond, and all other necessary information, can be ascertained upon application at the office referred to in section 6. 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.

9. Separate rates per sleeper, broad gauge and narrow gauge, and also rate per cubic foot of scantlings, must be quoted written both in words and figures.

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. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained.

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

14. Further, the contractor shall not employ any person whose name is on the list of defaulting contractors, nor any person whom the Assistant Conservator, for reasons which appear to him sufficient, objects to after giving due notice in writing.

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

GENERAL CONDITIONS.

(1) Trees are to be felled within 6 inches from the ground by saw or axe and saw combined.

(2) Only such trees as are stamped and marked by the Forest Ranger are to be felled, and no sound trees below 4 ft. 6 in. in girth will be marked or should be felled.

(3) All suitable dead and hollow trees and branchwood within the forest such as are marked by the Forest Officer, though below 4 ft. 6 in. in girth, should, in addition to all matured sound trees marked by him, be utilized for conversion into sleepers and scantlings or scantlings alone, as may be directed. Contractors should understand that only such portions of trees as cannot be converted into sleepers may be sawn into scantlings.

(4) Parts of logs attacked by fungus or defective parts of logs are not to be sawn into sleepers or scantlings. The sleepers and scantlings should be sawn from sound matured wood, free from shakes, cracks, sapwood, and large or loose knots.

(5) Broad gauge sleepers are to be 9 ft. by 16 in. by 5 in., and narrow gauge sleepers 5 ft. by 9 in. by 4½ in. or 5 ft. by 10 in. by 5 in. The sizes of scantlings to be sawn are—

In.	In.	In.	In.	In.	In.
4½	by 2	7	by 2½	9	by 4
4½	by 3	7	by 3	10	by 2½
5	by 4	8	by 4	10	by 3
6	by 3	9	by 2½	11	by 2½
6	by 4	9	by 3	11	by 3

(6) Sleepers and scantlings should be rectangular in form, and sawn perfectly parallel, on all sides. On no account will squaring of logs, sleepers, or scantlings with an adze or axe be allowed.

(7) Sleepers and scantlings should be covered with sawdust or immersed in water and be invariably placed under shade immediately they are sawn until they can be transported to delivery depôts, where they should be stacked and kept under shade in the manner to be pointed out by the Forest Ranger.

(8) Rejected sleepers or scantlings will not be paid for, and they will lapse to Government, as well as all refuse wood in the sleeper operations. The contractor shall have no claim in respect of any material sold as rejections.

(9) The contractor may be paid a proportionate rate for sleepers and scantlings sawn, but not removed to delivery depôts in cases when it shall be deemed expedient to do so by the Conservator of Forests, up to April 30, 1919.

(10) Payment may be made for sleepers and scantlings accepted by the Assistant Conservator of Forests, at delivery depôts.

SCHEDULE.

To fell all the stamped palu trees, 4 ft. and over in girth, standing in a block of forest below the Nachhaduwa tank; and bounded on the north by Malwatte-oya, east by Nachhaduwa compensation lands, south by cart track from Madawellagama tank to Kaluvilla tank, west by irrigation track No. 5 connecting low level channel with Malwatte-oya, and to convert the trees felled in to 8,000 broad gauge and 4,000 narrow gauge sleepers (more or less) and incidental scantlings and to transport the sleepers and scantlings to Anuradhapura Railway station, and to deliver stacked as may be directed. Distance of transport is about 12 miles.

NOTE.—Felling operations are to be completed practically by end of June, 1919. Not less than 50 per cent. of the sleepers should have been sawn by end of May, 1919, 75 per cent. by end of June, 1919, and the full number by end of July, 1919. By end of April, 1919, not less than 20 per cent. of the sleepers should have been transported to the delivery depôts, 30 per cent. by end of June, 1919, 75 per cent. by end of July, 1919, and by end of August, 1919, the full number due on the contract.

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, January 20, 1919. Conservator of Forests.

TENDERS are hereby invited for the supply of bridge planks during 1918-19, to be completed as specified in the schedule annexed below. The area to be exploited for the supplies and further details are given in the schedule.

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

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

4. Tenders should be marked "Tender for Bridge Planks Supply, 1918-19, Jaffna Division," 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, February 11, 1919.

5. Tenders are to be made upon forms which will be supplied upon application at the Forest Office, Jaffna, which can be applied for by post or by personal application. 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 forwarded or produced 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 from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit shall 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. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond, and all other information, can be ascertained on application to 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.

9. Separate rates per cubic foot of bridge planks and scantlings, and also rate per sleeper, broad gauge and narrow gauge, must be quoted in both words and figures.

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 not necessarily the lowest tender.

12. The contract may not be assigned nor sublet without the authority of the Tender Board previously obtained, and if not obtained the contract will become null and void.

13. The contractor must not issue a power of attorney to a person whose name is on the list of defaulting contractors authorizing him to carry on the work.

14. Further, the contractor shall not employ any person whose name is on the list of defaulting contractors, nor any person whom the Assistant Conservator of Forests, for reasons which appear to him sufficient, objects to after giving due notice of seven days in writing.

15. Tenderers before tendering should inspect the area of operations as shown in the schedule.

16. For further information, and for inspection of the draft contract, application should be made to the Assistant Conservator of Forests, Jaffna Division, Jaffna.

GENERAL CONDITIONS.

(1) Trees to be felled 6 in. from the ground by saw and axe or saw alone.

(2) Only such trees as are stamped and marked by the Forest Ranger are to be felled, and no sound trees below 4½ ft. in girth will be marked or should be felled.

(3) Parts of logs attacked by fungus or defective parts are not to be sawn into bridge planks, sleepers, or scantlings. The bridge planks, sleepers, and scantlings are to be sawn from sound matured wood, free from shakes, cracks, sapwood, and large or loose knots.

(4) Any top pieces which are sound and cannot be converted into bridge planks are to be sawn into sleepers and scantlings, but on no account is timber utilizable for bridge planks to be converted into sleepers or scantlings.

(5) Bridge planks, sleepers, and scantlings are to be rectangular in form and sawn perfectly parallel on all sides. On no account will squaring of logs, bridge planks, sleepers, or scantlings with adze or axe be allowed. Frame saws are not to be used for sawing but pit saws.

(6) Broad gauge sleepers are to be 9 ft. by 10 in. by 5 in., and narrow gauge sleepers 5 ft. by 9 in. by 4½ in. or 5 ft. by 10 in. by 5 in. The sizes of the scantlings to be sawn are:—

Lengths: 10 ft., 15 ft., and 20 ft.

Sizes, i.e., Cross section:—

In.	In.	In.	In.	In.	In.
4½	by 2	7	by 2½	9	by 4
4½	by 3	7	by 3	10	by 2½
5	by 4	8	by 4	10	by 3
6	by 3	9	by 2½	11	by 2½
6	by 4	9	by 3	11	by 3

(7) Bridge planks, sleepers, and scantlings should be covered with saw dust or immersed in water, and be invariably placed under shade immediately they are sawn, until they can be transported to delivery depôts, where they should be stacked and kept under shade in the manner to be pointed out by the Forest Ranger.

(8) Rejected bridge planks, sleepers, and scantlings will not be paid for, and they will lapse to Government, as well as all refuse wood in the above operations. The contractor shall have no claim in respect of any material sold as rejections.

(9) Payment may be made for bridge planks, sleepers, and scantlings accepted by the Assistant Conservator of Forests at delivery depôts.

(10) The felling is to commence on March 1, 1919, and the bridge planks are to be delivered at the delivery depôts referred to in the schedule below by June 15, 1919.

SCHEDULE.

Service A.

(1) To fell 35 palu trees more or less enumerated and stamped by the Forest Ranger standing in the forest adjoining the western boundary of the Vanniavilankulam proposed reserve in the Mannar District in accordance with paragraphs 1 and 2 of the general conditions above.

(2) To convert the trees so felled into 266 bridge planks of the following dimensions in accordance with paragraphs 3 and 4 of the general conditions:—

Number.	Dimensions.	Number.	Dimensions.
	Ft. In. In.		Ft. In. In.
10	.. 11 by 6 by 3	10	.. 18 by 6 by 4
35	.. 15 by 6 by 4	100	.. 20 by 6 by 4
51	.. 16 by 6 by 3		
40	.. 16 by 6 by 4	266	
20	.. 17 by 6 by 4		

(3) To transport 25 bridge planks of 16 ft. by 6 in. by 3 in. to Puliankulam siding, and deliver them stacked in such a manner as the Range Officer directs. A distance approximately of 20 miles, 5 miles minor road and 15 miles main road.

(4) To transport the balance 241 bridge planks, sleepers, and scantlings produced by the work to Mankulam railway station, and then deliver them stacked in the shade or covered with cadjans in such a manner as the Forest Ranger directs. A distance approximately of 5 miles minor road.

Service B.

(1) To fell 100 palu trees more or less standing enumerated and marked by the Range Officer, Odduchuddan, which will be pointed out by the Range Officer, within the following boundaries in accordance with paragraphs 1 and 2 of the general conditions above:—

Boundaries.—North, Karpattamurippu road to where it meets the Per-ar; east, thence along the western boundary of the Chamalankulam proposed reserve and along the Nedunkerni; south, thence along the minor road Puliankulam to Mullaitivu as far as the Kanagarayan-ar; west, thence following the Kanagarayan-ar to where it meets the minor road from Karappattamurippu to Kanagarayankulam along this road to Karappattamurippu, the starting point.

(2) To convert the trees so felled into 550 bridge planks of the following dimensions in accordance with paragraphs 3 and 4 of the general conditions above:—

Number.	Dimensions.
	Ft. In. In. In.
100	20 by 6 by 4
450	14 6 by 6 by 4
550	

(3) To transport the bridge planks to Mankulam railway station, and then stack them according to the instructions of the Range Officer. Distance of transport, 6 miles jungle road, 8 miles main road, approximately 14 miles.

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, January 20, 1919. Conservator of Forests.

TENDERS are hereby invited for the supply of timber during 1918-19. Area to be exploited and further details are given in the annexed schedule.

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

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

4. Tenders should be marked "Tender for Timber Supply, 1918-19, Anuradhapura Division," 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, February 11, 1919.

5. Tenders are to be made upon forms which will be supplied upon application at the Forest Office, Anuradhapura. 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 Kacheheri, 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. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

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

9. A rate per cubic foot of timber must be quoted, written both in words and figures.

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 tender.

12. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained.

13. The contractor must not issue a power of attorney to a person whose name is on the defaulting contractors' list authorizing him to carry on the work. Further, the contractor shall not employ any person whose name is on the list of defaulting contractors, nor any person whom the Assistant Conservator, for reasons which appear to him sufficient, objects to after giving due notice in writing.

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

SCHEDULE.

To fell, log, bark, and transport to Anuradhapura Railway Station 500 more or less halmilla logs, 4 feet and over in girth, from irrigable lands below the Nachchaduwa tank; bounded as follows: north, Malwatte-oya; east Nachchaduwa compensation lands; south, cart track from Madawellagama tank to Kaluvilla tank; west irrigation trace No. 5, connecting low level channel with Malwatte-oya. Distance of transport is about 12 miles.

Work to be completed within six months from date of signing contract.

GENERAL CONDITIONS.

(a) Trees should be felled within 6 inches from the ground by saw or axe and saw combined, and only such trees as are stamped and marked by a Forest Officer should be felled.

(b) All suitable sound and straight branchwood of 6 feet and over in length and 3 feet and over in girth should also be transported and delivered stacked at the depôt as the logs.

(c) Rejected logs or branchwood will not be paid for, but will pass to Government. The contractor will have no claim in respect of any material sold as rejections.

Office of the Conservator of Forests. H. F. TOMALIN,
Kandy, January 20, 1919. Conservator of Forests.

TENDERS are hereby invited for supplies as detailed in appended schedule.

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

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

4. Tenders should be marked "Tender for Public Works Department Log Supplies, 1918-19, Galle Division," 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, February 11, 1919.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Assistant Conservator of Forests, Matara, and 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. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

8. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of security required in cash will be 5 per cent. of the value of contract. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. The 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, nor otherwise employ in this connection any person whose name

appears on the list of defaulting contractors. No person to whose employment in this connection the Assistant Conservator of Forests objects to in writing shall be employed.

SCHEDULE.

Service A.

To fell with saw only or with saw and axe combined *doona trapezifolia*, known as beraliya-yakahalu, or *doona cordifolia*, known as beraliya, tawenna and na trees marked by the Forest Department to yield timber to the extent of the cubical contents of the following logs:—

810	logs of length 12 to 14 ft. by 18 in. minimum diameter.
300	do. 15 to 18 do.
280	do. 18 to 20 do.
160	do. 20 to 22 do.
120	do. 22 to 24 do.

of the cubical total 15 per cent. might be composed from wellmatured sound branchwood from the trees marked and felled. This branchwood supply is to be of straight pieces not below 6 ft. in length and 3½ ft. in girth. The balance 35 per cent. must be in logs to fit in with the above numbers and descriptions of logs.

2. From sound and suitable branchwood of tawenna and na not supplied in the above-noted 15 per cent. railway sleepers are to be sawn to the sizes 9 ft. by 10 in. by 5 in., or 5 ft. by 10 in. by 5 in., or 5 ft. by 9 in. by 4½ in. These sleepers must be of only sound wood and must have every face rectangular.

3. All suitable outside slabs from the sawing must be brought to Matara. Any outside slabs pointed out by any forest officer as suitable must be transported for delivery.

4. The fellings will take place in Ketapolakanda forest, 23 miles distant, and bounded as follows:—North by Mawaralla village, east by Gammedigama village, south by Mulatiyana village, west by Kudapana village; and in Nakanda forest, 18 miles distant, and bounded as follows:—North by Makandura village, east by minor road, south by Ranchagoda village, west by Talahagama village; and in Welihena proposed reserve, 22 miles distant, and bounded as follows:—North by Talahagama village, east by Kana-halagama and Kiripiyadda villages, south by Welihena and Paratota villages, west by Talahagama and Welihena villages; and in Kanumuldeniya proposed reserve, 28 miles distant, and bounded as follows:—On the west and south by the Matara District boundary, on the north by Kekiri-oboda, and on the east by Horawela.

5. All logs, sleepers, and slabs for delivery are to be transported to Matara railway yard and then arranged as may be required by any Forest Officer.

6. The contractor will be required from time to time, as suitable to the railway arrangement, to load the logs on to the railway wagons for despatch by rail.

7. The Assistant Conservator of Forests will decide whether logs, sleepers, and slabs are suitable, and rejected logs, sleepers, and slabs will not be paid for.

8. The supply at Matara must be completed within 9 months of signing contract, but loading for despatch to Colombo will go on at the convenience of the Railway Department.

9. Tenderers should quote as follows:—

(A) For logs: per cubic foot, loaded on to railway wagons at Matara, for despatch by rail.

(B) For sleepers: per broad gauge and per narrow gauge separately delivered, stacked at Matara railway yard, according to Forest Department rules.

(C) For slabs: per slab delivered, piled in Matara railway yard.

10. Trees will be felled not more than 6 inches above the ground.

Service B.

11. To carry out the following supplies, namely, to fell with saw only or with saw and axe palu and mendora trees, marked by the Forest Department, to yield sound logs of the following dimensions:—

4	logs of length 8 ft. to 10 ft. by 18 in. minimum diameter.
10	logs of length 12 ft. to 14 ft. by 18 in. do.
6	logs of length 15 ft. to 18 ft. by 18 in. do.

12. These trees will be marked in Ridiyagama forest in the Hambantota District, bounded as follows:—On the north by Medaiwila and Crown forest, east by Godakoggalla, south by Punchihonayagama, west by the Walawe-ganga.

13. The trees must be felled not more than 6 in. above the ground where it is highest.

14. The logs are to be delivered at the Public Works Department yard at Hambantota, or at such other place within the town of Hambantota, as the Forest Ranger might direct.

15. The line of transport will lie 9 miles over forest tracts and 8 miles over Public Works Department road.

16. Any log rejected by the Assistant Conservator of Forests will not be paid for.

17. Tenderers should quote the rate per cubic foot delivered in Hambantota.

18. Payments will be made on the cubical contents as agreed upon between the Public Works Department and the Forest Department.

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, January 21, 1919. Conservator of Forests.

TENDERS are hereby invited for the services named in the schedule hereunder for the period commencing from October 1, 1919, and terminating on September 30, 1922.

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

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

4. Tenders should be marked "Tender for Milk, — Hospital," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on February 11, 1919.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Principal Civil Medical Officer and Inspector-General of Hospitals, Colombo, and 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 cash deposit according to the schedule hereunder will be required to be made at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, 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 to the contract. No deposits for tender forms will be accepted at the Principal Civil Medical Officer's Office.

7. If required, samples must be deposited.

8. The successful tenderer will be required to furnish cash security according to the schedule hereunder, and to sign the bond given in the tender for the due fulfilment of the contract; also to furnish with each tender a letter in duplicate signed by two responsible persons, whose addresses must be given, engaging to become an additional security for the due performance of the contract. The amount deposited for tender forms will form part of the security.

9. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Principal Civil Medical Officer and Inspector-General of Hospitals. Sanction will not be given for any transfers, including powers of attorney, in favour of persons in the defaulting contractors' list. No defaulting contractor should be employed on any service connected with the contracts or the tenders.

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 the right of accepting any portion of a tender or the whole of it, for one, two, or three years.

12. Any further information can be obtained on application to the Principal Civil Medical Officer and Inspector-General of Hospitals, Colombo.

G. J. RUTHERFORD,
Principal Civil Medical Officer and
Inspector-General of Hospitals,

Colombo, January 20, 1919.

Schedule referred to.

Service.	Tender	
	Deposit. Rs.	Security. Rs.
Supply of milk to the Government Hospitals at Dikoya ..	50	100
Galle (the successful tenderer should be prepared to open a registered dairy) ..	50	100

TENDERS are hereby invited for supplying the Ceylon Medical Corps with uniforms, boots, &c., from the date of entering the contract to December 31, 1919. Samples can be seen at the Ceylon Defence Force Headquarters, Slave Island, Colombo.

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

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

4. Tenders should be marked "Tender for Supply of Uniform, Boots, &c., Ceylon Medical Corps, 1919," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on February 4, 1919.

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

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

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

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

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

10. The Government reserves to itself the right, without question, of rejecting any or all tenders.

F. J. TOTTELL, Major,
Acting Staff Officer, Ceylon Defence Force

Colombo, January 21, 1919.

SALES OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the private property of long-sentenced prisoners of Welikada Jail will be sold by public auction at Welikada Jail premises at 11 A.M., on Thursday, January 30, 1919 :—

45 sarongs	1 bodice
56 cloths	1 jacket, female
30 banians	3 shirts
5 towels	1 pair canvas shoes
20 handkerchiefs	1 pair socks
11 coats	1 hat, felt
24 belts	5 silver studs

The above articles will be sold in lots to suit purchasers.

WALTER H. ROBINSON, Major,
Welikada Jail, Superintendent, Convict Establishment.
January 13, 1919.

NOTICE is hereby given that the following unserviceable articles belonging to Negombo Prison will be sold by public auction on Wednesday, January 29, 1919, at 3 P.M., at the Prison gate :—

1 cart, water	1 tub, bathing, wooden
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Negombo Prison, January 16, 1919. J. E. DE ZOYSA,
for Superintendent.

NOTICE is hereby given that the private properties of long-sentenced prisoners of Bogambra Prison will be sold by public auction at the Prison premises on February 15, 1919, at 11 A.M. :—

18 cloths	3 pairs trousers
17 banians	5 shirts
10 belts	3 ties
3 towels	1 cloth, cap
14 sarongs	1 muffler
8 coats	1 cumbly
11 handkerchiefs	2 pairs socks
2 pairs boots	1 pair shoes
2 pieces of cloth	1 brass ring
1 German silver waist-chain	1 white metal toe ring
5 shop studs	1 collar
1 sun hat	1 pair suspenders (socks)

Bogambra Prison,
Kandy, January 15, 1919.

W. PHILLIPS,
Superintendent.

THE under-mentioned confiscated and unclaimed articles will be sold by public auction at the District Court, Negombo, on Monday, February 3, 1919, at 2 P.M. :—

31 cartridges (12-bore)	3 strings of beads
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District Court, Negombo, January 15, 1919. M. S. SRESHTA,
District Judge.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended January 18, 1919.

Births.—The total births registered in the city of Colombo in the week were 111 (2 Europeans, 10 Burghers, 67 Sinhalese, 12 Tamils, 15 Moors, 4 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1919, viz., 281,169) was 20·6, as against 33·9 in the preceding week, 24·1 in the corresponding week of last year, and 21·5 the weekly average for last year.

Deaths.—The total deaths registered were 161 (1 European, 9 Burghers, 89 Sinhalese, 26 Tamils, 25 Moors, 4 Malays, and 7 Others). The death-rate per 1,000 per annum was 29·9, as against 31·0 in the previous week, 24·1 in the corresponding week of last year, and 26·7 the weekly average for last year.

Infantile Deaths.—Of the 161 total deaths, 51 were of infants under one year of age, as against 33 in the preceding week, 29 in the corresponding week of the previous year, and 30 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 13.

Principal Causes of Death.—Thirteen deaths from *Pneumonia* were registered, 6 in Maradana (including 5 deaths of non-residents in hospitals), 3 in New Bazaar, 2 in Kotahena, 1 in Kollupitiya, and 1 in Wellawatta, as against 19, 7, 20, and 15, respectively, for the four preceding weeks. The weekly average for last year was 27. There were registered 10 deaths from *Influenza*, 3 in St. Paul's, 3 in Slave Island, 2 in Maradana, 1 in Kotahena, and 1 in New Bazaar, as against 12, 6, 10, and 10, respectively, for the four preceding weeks. One death from *Bronchitis* was registered, as against 2 in the previous week.

2. Thirteen deaths from *Phthisis* were registered, 6 in Maradana (including 3 deaths of non-residents in hospitals), 3 in Kotahena, 2 in Kollupitiya, 1 in Pettah, and 1 in Wellawatta, as against 16 in the previous week, and 13 the weekly average for last year.

3. Two deaths from *Enteric Fever* were registered, 1 in New Bazaar, and the other in Maradana (a non-resident in hospital), as against 3 in the previous week, and 4 the weekly average for last year.

4. There were also registered 19 deaths from *Debility*, 18 from *Infantile Convulsions*, 8 from *Enteritis*, 5 from *Dysentery*, 4 from *Worms*, 3 from *Diarrhoea*, 1 from *Tetanus*, and 64 from *Other Causes*.

5. Nine cases of *Chickenpox* were reported during the week, as against 16 in the previous week. One case of *Smallpox* was reported from the Harbour.

State of the Weather.—The mean temperature of air was 80·1°, against 80·8° in the preceding week and 76·9° in the corresponding week of the previous year. The mean atmospheric pressure was 29·949 in., against 29·983 in. in the preceding week, and 29·896 in. in the corresponding week of the previous year. The total rainfall in the week was nil, against 0·09 in. in the preceding week, and 0·01 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, January 21, 1919.

FRED. L. ANTHONISZ,
for Registrar-General.

MISCELLANEOUS DEPARTMENTAL NOTICES.

EXPORT PROHIBITIONS.

1. With reference to the consolidated proclamation of prohibited exports in this *Gazette*, notice is hereby given that the following notifications are revoked :—

Exports to Sweden in the *Gazette* of October 27, 1916.

Exportation of tea to the United Kingdom in the *Gazette* of December 14, 1917.

Exportation of coir yarn in the *Gazette* of October 4, 1918.

2. Applications for licenses to ship coconut oil to South Africa, Canada, and the United States of America will be received by the Colonial Secretary ; and to India by the Principal Collector of Customs.

3. Tea can now be shipped to the United Kingdom on private account on proof that the importer has obtained an import license in the United Kingdom under the conditions specified by the Food Controller to the Tea Trade in the United Kingdom. Other consignments of tea are still subject to the notices in the *Gazette* of February 22 and July 12, 1918.

4. A general license has been issued for shipments of rubber to the United States of America by those shippers who register with the Principal Collector of Customs their original advices of their American Import License Numbers. Shipments to other destinations outside British Possessions still require licenses issued on the advice of the Rubber and Tin Exports Committee, London.

5. Before plumbago can be shipped to Japan the exporter must show that the consignee has given a guarantee to the British Ambassador in Japan not to re-export it to Russia.

6. Attention is invited to the notices in the *Gazettes* of December 15, 1916, and June 8, 1917, with regard to bags, wrappers, and sacks ; and in the *Gazettes* of October 6, 1916, and November 1, 1918, with regard to declarations of ultimate destination and landing certificates which are still in force.

7. Shipments to the United Kingdom are subject to the import restrictions in force in that country, details of which are given in the Board of Trade Journals.

8. Applications to export the articles of which the exportation is prohibited to all destinations may be made to the Chairman of the Indents Committee on the form shown in the *Gazette* of November 16, 1917, except in the case of wheat flour, sugar, rice, apparel, manufactures of cotton, flannel, linen, tweed, wool, and thread, for which application should be made to the Principal Collector of Customs.

January 21, 1919.

F. BOWES,
Principal Collector of Customs.

Sale of Goods.

THE under-mentioned packages having been left in No. 16 Warehouse beyond the time allowed by law, notice is hereby given that unless the same be previously cleared they will be sold by public auction on Tuesday, February 25, 1919, at 1 p.m. Goods must be cleared on or before February 23, 1919 :—

No.	Date of Receipt.	From which Warehouse.	Vessel and the Date of Landing.	Marks.	No. and Description of Packages.
608	Dec. 17, 1918	E 1	ss. Burma Maru, November 18, 1918	1 K in a diamond	4 cases merchandise
608	Do.	do.	do.	do.	2 bundles mats
Nil	Nil	Nil	Nil	Nil	1 coil hoop iron
Nil	Do.	do.	do.	do.	1 lot iron

H. M. Customs,
Colombo, January 21, 1919.

R. N. THAINE,
for Principal Collector.

Importation of Rice into the Ports of Ceylon during the Week ended January 18, 1919.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	.. Bassein	.. 2,061
Do.	.. Rangoon	.. 223,065
Kayts	.. Akyab	.. 15
Total		.. 225,141

3,778 bags of rice have been shipped from the Port of Colombo during the week ended January 18, 1919.

H. M. Customs,
Colombo, January 21, 1919.

R. O. DE SARAJ,
for Principal Collector.

"The Quarantine and Prevention of Diseases Ordinance, 1897."

IN terms of regulation 102 of the amendments and additions to the regulations framed under the above-mentioned Ordinance, and published in *Government Gazette* No. 6,897 of September 7, 1917, by notification dated September 6, 1917, it is hereby notified that the following

estates in the Badulla District are declared to be areas infected with ancylostomiasis :—

Attampettia	Newburgh	Stratheden
Amurathavally	Netherville	Telbedde
Cobo	Oodoowerre	Tonacombe
Carigmere	Dyraaba	Unugalla
Cullen	Glen Alpin	Westmorland
Dickwella	Deyanegalla	Wewesse
Demodera Group	Ballagalla	Yelverton
Ellawattie	Graham's Land	Bohanilla
Elmshurst	Rock Hill	Dunhinda
Elladaluwa	Ledgerwatta	Gladstone
Gowerakelle	Narangalla	Letchimie
Galapitakanda	Talpitigalla	Mahapatana
Hingurugama	Hindagalla	Oliyamandy
Keenakele	Ravenswood	Redipane
Kinross	Pingarawa	Ruppehena
Kinellan	Queenstown	Sappata
Kandabena	Rookatenne	Thamesland
Mahapagalla	St. James	Deensland
Moragalla	Sarnia Group	Sinangoda
Maligatenna	Serendib	Weliarawa
Nahavilla	Spring Valley	
Napier	Group	

E. L. HUNT,
for Principal Civil Medical Officer and
Colombo, January 16, 1919. Inspector-General of Hospitals.

“The Quarantine and Prevention of Diseases Ordinance, 1897.”

IN terms of regulation 104 of the amendments and additions to the regulations framed under the above-mentioned Ordinance, and published in *Government Gazette* No. 6,897 of September 7, 1917, by notification dated September 6, 1917, it is hereby notified that the following area in the Badulla District is declared to be infected with anchylostomiasis:—

Badulla Factory.

E. L. HUNT,

for Principal Civil Medical Officer and
Inspector-General of Hospitals.

Colombo, January 16, 1919.

“The Quarantine and Prevention of Diseases Ordinance, 1897.”

IN terms of regulation 102 of the amendments and additions to the regulations framed under the above-mentioned Ordinance, and published in *Government Gazette* No. 6,897 of September 7, 1917, by notification dated September 6, 1917, it is hereby notified that the following estates in the Gampola district, are declared to be areas infected with anchylostomiasis:—

Atgalla, Ascot, Ambalawa, Dartry, Galata, Gampolawatta, Hartfield, Jaktree Hill, Lantern Hill, Mariawatte, Mount Temple, Orion, Orwell Group, Ranawella, and Sinnapitiya.

E. L. HUNT,

for Principal Civil Medical Officer and
Inspector-General of Hospitals.

Colombo, January 20, 1919.

Ceylon Savings Bank.

IT is hereby notified by the Directors of the Ceylon Savings Bank that the rate of interest to be paid to depositors under rule 3 for the year 1919 be 4 per cent. on accounts not exceeding Rs. 1,000, and 3 per cent. on accounts upwards of Rs. 1,000.

Ceylon Savings Bank,
Colombo, January 20, 1919.

E. DE KRETZER,
Secretary.

Closure of Area for Application Surveys in North-Western Province.

NOTICE is hereby given that surveys in connection with applications for the purchase or lease of Crown land will in future be undertaken in the North-Western Province in rotation according to areas.

2. The Province is divided into—

Area No. 1, which includes Kurunegala District.

Area No. 2, which includes Chilaw District.

Area No. 3, which includes Puttalam District.

3. Area No. 1 will be closed on March 1, 1919, and no applications within this area will be forwarded to the Surveyor-General for survey after that date. This, however, will not preclude applicants from submitting to me for registration applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

4. The next area to be closed for survey will be area No. 2, followed in due course by area No. 3. Applications for the purchase or lease of Ceylon land in these two areas should be forwarded to the Assistant Government Agent, Puttalam, as early as possible.

5. The date of closure of No. 2 area will be shortly published, and will represent the date of completion of all work in area No. 1.

Kurunegala Kachcheri,
January 18, 1919.

C. R. CUMBERLAND,
Government Agent.

Destruction of Two Elephants.

NOTICE is hereby given that I am prepared to issue licenses, free of stamp duty, under sub-section (1) (b) of section 9 of Ordinance No. 1 of 1909, for the destruction of two elephants which damage the paddy cultivation and coconut trees at Achchankulam and the adjoining villages of the Musali pattu.

Mannar Kachcheri,
January 9, 1919.

B. G. DE GLANVILLE,
Assistant Government Agent.

Destruction of Elephants.

I AM prepared to issue licenses, free of stamp duty, under section 9, sub-section (1) (b), of the Game Protection Ordinance, No. 1 of 1909, for the destruction of the following rogue elephants:—

(1) The leader of a herd of elephants damaging chenas at Kaduruwegama *alias* Kadiragama, on the minor road from Hiripitiyagama to Medawachchiya, between the 5th and 6th mileposts on the road from Talawa to Kekirawa, and about two miles from Hiripitiyagama. Villagers will point out.

(2) Solitary, deaf elephant which has held up the tappal and the District Engineer, Maradankadawala, near the 83rd milepost, Kandy-Jaffna road (junction with Trincomalee road).

H. R. FREEMAN,
Government Agent.

January 17, 1919.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated January 4, 1919, published in the *Government Gazette* No. 6,989 of January 10, 1919, the premises bearing assessment No. 1B, situated at Prince's gate, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from January 15, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, January 16, 1919. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated December 12, 1918, published in the *Government Gazette* No. 6,987 of December 20, 1918, the premises bearing assessment No. 14, situated at New Urugodawatta, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from January 15, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, January 16, 1919. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated January 10, 1919, published in the *Government Gazette* No. 6,990 of January 17, 1919, the premises bearing assessment No. 102, situated at Korteboam street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from January 18, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, January 20, 1919. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the following areas, I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 9 of 1909, that the said areas, the boundaries of which are specified below, are infected areas:—

(1) Gandahe korale, in Weudawili hatpattu, in the District of Kurunegala, North-Western Province.

Boundaries.—East, Tiragandahe and Mahagalboda Megoda korales; north and west, Kospotu-oya; south, Gannawe korale.

(2) Kudagalboda korale, in Weudawili hatpattu aforesaid.
Boundaries.—East, Yakdessagala; west, Bu-ela and Maguru-oya; north, Gonagama road; south, limits of Kurunegala town.

(3) Teliyagonna, in the gravets of Kurunegala.

Boundaries.—East, Mallopitiya-ela; south, Kolapellekanda; west, Kurunegala town; north, Gettuwana.

Kurunegala Kachcheri,
January 17, 1919.

N. E. ERNST,
for Government Agent.

Elementary School-leaving Certificate Examination, October, 1918.

THE following candidates have passed the above examination in the four compulsory subjects—Reading, Writing, English Composition, and Arithmetic—and in those additional subjects under which "p" is placed. Horizontal line "—" denotes failure in the subject and "a" absence:—

Index No.	Name.	School.	English Language.	English Literature.	History.	Geography.	Bookkeeping.	Shorthand.	Mathematics.	Sinhalese.	Tamil.	Needlework.	Drawing.
10	Iyakuddy, P. I.	BT/Kalmunai Wesleyan School	p	—	p	p	p						
11	Parasuraman, V.	do.	—	—	p	—	p						
12	Sinnathamby, W. A. V.	do.	p	—	—	p	p						
13	Lutensz, A. T.	BT/St. Andrew's School, Batticaloa	p	p	p	p							
17	Olegasegram, C. T.	do.	p	p	p	p							
19	Tambimuttu, J. R. C.	do.	p	p	p	p							
23	De Lima, M. I.	St. Cecilia's School, Batticaloa	p	—	—	—	—						
26	Estagopillai, H. J. J.	St. Michael's School, Batticaloa	p	p	p	p						p	
43	Palis, H. R.	Ananda College, Colombo	—	—	p	—	p						
44	Pathirana, G.	do.	p	—	p	p				a			
51	Vadivel, G. S.	do.	p	—	p	p	p						a
55	Fernando, R. T.	Clifton Girls' School, Colombo	p	p	—	p							
61	Krasse, E. L.	do.	p	p	p	p						p	p
64	De Rosayro, H. S.	C/Kotahena Convent	p	p	p	p						p	p
67	Dharmasena, N.	C/Lindsay Memorial School, Bambalapitiya	p	p	—	—	—					p	p
69	Falisanes, C. R.	do.	p	p	p	—	—					p	p
70	Rebeta, L. G.	do.	—	p	p	—	—					p	p
73	VanHouten, D. M.	do.	p	p	—	—	—					p	—
77	Alexander, W. D. C.	St. Joseph's Preparatory School, Colombo	p	p	—	—	p						
78	De Alwis, L. I. V.	do.	p	p	—	—	p						
79	De Silva, B. C. E.	do.	p	p	—	—	p						
82	Obeyesekere, G.	do.	p	p	—	—	p						
83	Pavey, C. J.	do.	p	p	—	—	p						
87	Perera, V.	do.	p	p	—	—	p						
88	Tajudeen, M. T.	do.	p	p	—	—	p						
91	Perera, K. S.	C/St. Mary's M., Veyangoda	p	p	p	—	p						
93	Gomis, D. S.	Training College Practising School, Colombo	—	—	p	—	p						
109	Jayasinghe, W. W.	Wesley College, Colombo	p	—	—	—	p						
112	Mendis, T. H.	do.	p	—	—	—	p						p
122	Abeyesekere, D. J.	St. Benedict's College, Colombo	p	—	—	—	p						p
124	Arulanantham, A. J.	do.	p	p	—	—	p	a					
129	Costa, W. P.	do.	—	—	—	—	p						
135	Dharmagoonawardana, K. P. F.	do.	p	p	—	—	p						p
140	Goonasekara, D. A.	do.	p	p	p	p	—						
145	Leon, A. P.	do.	p	p	p	p	p						
146	Leonard, L. P.	do.	p	p	p	p	p						
149	Nugara, C. H.	do.	p	—	—	—	p						
150	Peiris, R. M. F.	do.	p	—	—	—	p						
153	Perera, H. D. P.	do.	p	p	p	p	p						
154	Perera, K. L.	do.	p	—	—	—	p						
159	Perera, W. A. P.	do.	p	p	—	—	p						p
164	Rodrigo, U. B.	do.	p	p	p	p	p						
166	Solomon, J. P.	do.	p	—	—	—	p						p
173	Young, E. F.	do.	p	p	p	—	p						p
180	Doraisamy, R.	Central College, Colombo	p	—	—	—	p						
185	De Silva, G. L. W.	G/Ambalangoda Wesleyan Boys'	p	—	—	—	p						
187	De Silva, S. D.	do.	p	—	—	—	p						p
189	De Soysa, D.	do.	p	—	—	—	p						p
192	De Silva, G. G. E. R.	G/Dodanduwa, C. M. S. Boys'	p	p	p	—	—						
193	Mendis, D. O.	do.	p	p	p	—	—						
194	Abeygoonawardana, C.	Galle Girls' High School	p	p	p	a	—						
195	Abeyawardana, E.	do.	p	p	—	—	—			p			
197	De Silva, B. W.	Mahinda College, Galle	p	p	—	—	p						p
199	Dharmadasa, V.	do.	p	—	—	—	p						p
212	De Silva, G. J. H.	Richmond College, Galle	p	—	—	—	p						p
215	De Silva, W. A.	do.	p	—	—	—	p						
217	Fernando, B.	do.	p	—	—	—	p						p
224	Samararatne, D. D.	do.	p	—	—	—	p						p
225	Wickramasinghe, A.	do.	p	—	—	—	p			a	p		
226	Adrianez, J. B.	St. Aloysius's College, Galle	p	p	p	p	p			p			p
230	Amarasckera, J. H. S.	do.	p	p	p	—	p						
231	Amarasckera, H. C.	do.	p	p	p	—	p						
234	De Silva, U. R.	do.	p	—	—	—	p						
243	Juanappa, J.	do.	p	—	—	—	p						
246	Mahammedu, A. R.	do.	p	p	p	p	p						
250	Perera, M. J.	do.	p	—	—	—	p						
251	Peter, P. K.	do.	p	—	—	—	p						
256	Wickramasooriya, S.	do.	p	—	—	—	p						
259	Wijeratna, W. S.	G/Abhangama Buddhist	—	—	—	—	p						
265	Arumugam, C.	J/Copey C. M. S.	p	p	—	—	p					p	
267	Jesudason, E. C.	do.	p	p	—	—	p						p
270	Kandiah, Sithampareppillai	do.	—	—	—	—	p						
271	Murugesu, S.	do.	—	—	—	—	p						
273	Saravanamuttu, S.	do.	p	p	—	—	p						p
274	Sinnathamby, A.	do.	p	p	—	—	p						p
275	Sinnathamby, K.	do.	p	p	—	—	p						p
276	Sinnathurai, M.	do.	p	p	—	—	p						p
285	Chelliah, S.	J/Driberg English School, Chavakachcheri	p	p	p	p	p						p
286	Kanapathypillai, A.	do.	p	—	—	—	p						p

Index No.	Name.	School.	English Language.	English Literature.	History.	Geography.	Bookkeeping.	Shorthand.	Mathematics.	Sinhalese.	Tamil.	Needlework.	Drawing.
287	Nalliah, C.	J/Drieberg English School, Chavakacheheri	p	p			p				p		
288	Nalliah, L. P.	do.	p			a	p						
289	Rasandrum, N.	do.	p		p						p		
291	Rasih, V.	do.			p						p		
293	Suntharam, T.	do.	p	p		p	p				p		
294	Theyagarajah, K.	do.	p				p				p		
295	Thiaga Raja, S.	do.	p	p	p	p							
309	Nallamappanar, S.	Jaffna Central College	p								p		
312	Rajaretnam, S.	do.		p		p							
317	Sithamparanathan, V.	do.	p								p		
335	Ampelavanar, V.	J/Kanterodai English Institute	p		p						p		
337	Kanagaratnam, T.	do.	p		p		p						
338	Kanagarayer, V.	do.					p				p		p
339	Kanagasaby, P.	do.					p						p
340	Kandiah, V.	do.	p		p		p						p
341	Karthigasu, N.	do.	p				p						p
342	Karthigasu, S.	do.			p		p						p
355	Eliathamby, M.	*Jaffna Hindu College	p	p		p	p						
357	Jekanathapillai, S.	do.		p							p		
358	Jugganiath Iyer, S. I.	do.	p	p									
363	Kandasamy, K.	do.	p				p						
364	Kandaswamy, K.	do.	p				p				p		a
367	Kandiah, V.	do.	p	p	p	p							p
376	Namasivayam, K.	do.	p	p							p		
400	Thambydurai, S.	do.	p	p							p		
403	Veluppillai, S.	do.	p								p		
408	Arokkianather, S.	J/Karaveddy Sacred Heart School	p	p	p	a	p						
411	Chinniah, V.	do.	p	p	p	a							
412	Eliyathamby, V.	do.	p	p	p	a							
417	Sebastiampillai, T.	do.	p			a	p						
424	Kandavanam, S.	St. John's College, Jaffna	p	p			p						
430	Nagalingam, K.	do.	p	p			p						
433	Namasivayam, S.	do.	p				p						
444	Somasundaram, T.	do.	p	p			p						
454	Benjamin, M.	St. Patrick's College, Jaffna	p			a	p						p
464	Nagalingam, K.	do.	p	p	p	a		p					
469	Sebastian, B. S.	do.	p			a							
470	Singarayar, S.	do.		p	p	a							
473	Thambiah, A.	do.	p	p	p	a	p						
475	Kathirithampy, A.	do.	p	p		a	p						
476	Manuelpillai, V.	do.	p	p		a	p						a
478	Kumaraguru, C.	J/Valvettiturai Boys'	p	p			p						
479	Manickavasagam, A.	do.	p								a		
482	Sithamparanathan, K.	do.	p				p						
489	Benson, V.	Kandy Convent	p								p	p	
490	Hodgen, E.	do.	p	p							p		
492	Tennant, H.	do.		p							p		
494	Bartholomeusz, E.	Nuwara Eliya Convent	p	p	p	p					p		
495	Maddock, D.	do.	p	p	p	p					p		
496	Kent, H. F.	St. Anthony's College, Kandy	p				p						p
497	Figurado, A. A.	do.	p				p						p
500	Perera, A. V. E. W.	do.					p						p
502	Rajapakse, G.	do.	p	p				p					
505	Senathiraja, V.	do.						p					p
510	Weerakone, M. B.	do.	p				p						
515	Swan, G.	St. Paul's Boys', Kandy	p	p									
516	William, J.	do.	p	p									
517	Gomis, C.	Kegalla Convent	p	p									
518	Goonetilleke, M.	do.	p	p							p		
519	Jayawicrama, M.	do.	p	p									
521	Herat, K. B.	St. Mary's, Kegalla	p	p	p	p							
522	John, H. D.	do.	p	p	p	p							
524	Thelenisa, N.	do.	p	p	p	p							
525	Wickramanayaka, R. A.	do.	p	p	p	p							
528	Hunukumbure, R. M. H.	Christ Church Boys', Kurunegala	p						p				
540	Sabarathnam, R.	Christ Church, Matale	p										
541	Markus, H.	Matale B. M. S. Girls'	p								p		
543	Reeves, E. G.	do.	p								p		
546	Dryden, M.	Matale St. Thomas's Girls'	p	p	p						p		
547	Gunasekara, F.	do.	p	p	p	p					p		
549	Perera, A. M. F.	do.	p	p	p	p					p		
550	Dias, D.	Matara Convent	p	p	p	p					p		
551	Swiney, E. A.	do.	p	p							p	p	
555	Momuhewa, J.	Matara Wesleyan Girls'			p	p					p	p	
556	Perera, A.	do.	p								p	p	
557	Dias, B. T. E.	St. Servatius's, Matara	p						p				
558	Gunaratna, M. A. P.	do.					p						p
559	Gunawardana, M. W.	do.	p	p									p
560	Jayaweera, T.	do.	p	p									
561	Palihakkara, D. D.	do.	p				p						
562	Thenabadi, J. de S.	do.	p						p				
564	William, M. K.	do.	p	p	p	p							p
568	Abeywickreme, G. P.	St. Thomas's Boys', Matara	p	p	p								
569	Buultjens, P. A.	do.	p	p	p								
570	Dahanaike, D. H.	do.	p		a				p				

Index No.	Name.	School.	English Language.	English Literature.	History.	Geography.	Bookkeeping.	Shorthand.	Mathematics.	Sinhalese.	Tamil.	Needlework.	Drawing.
571	Davith Singho, W. K.	St. Thomas's Boys, Matara	p	p	p								
572	Do Silva, D. W. W. L.	do.	p		p		p						
576	Dionysius, J. H.	do.					p			p			
578	Edwin, M. L. A.	do.	p			p	p			p			
579	Fernando, C. P.	do.	p		p								
582	Goonasekere, D.	do.	p		p		p						
584	Goonasekere, R. G. D. J.	do.				p	p						
586	Jayewardene, D.	do.	p				p			p			p
587	Karunaratne, B. A. D.	do.	p		p								
593	Perkins, F. E.	do.	p		p	p	p						
596	Rodrigo, S. H.	do.	p	p	p								
597	Sorasinghe, A. D.	do.	p		p		p						
598	Silva, G. E.	do.	p		p		p						
599	Solomon, T.	do.	p		p								
600	Wickramaratne, N. de S.	do.			p	p							
601	Wickramasinghe, H. D. A.	do.	p				p			p			
602	Wijesekere, S.	do.	p				p						
604	Wijesooriya, D. E.	do.	p			p	p			p			
605	Wijesooriya, H. S.	do.	p							p			
608	Seneviratne, V. A. de A.	St. Thomas' Girls, Matara	p	p								p	
612	Fernando, C. M.	Prince of Wales's College, Moratuwa	p	p		p			p	p			
613	Fernando, S.	do.	p	p		p	p		p				
617	Mendis, W. A. T.	do.	p	p		a	p						
618	Peiris, G. S. C.	do.	p	p		a	p						p
621	Silva, A. L. A.	do.	p	p		p							
623	Simon, M. D.	do.	p	p		a				p			
624	Siriwardene, R. D. C.	do.	p			p				p			p
633	De Soysa, C. S. H.	Sri Sumangala College, Panadure			p	p	p						
636	Fernando, W. C.	do.	p		p		p						p
638	Perera, H. A.	do.	p			p	p		p				
640	Amaris, H. D.	St. John's Boys, Panadure	p	p	p								p
650	Haramanis, B. D.	do.	p		p	p	a						a
661	Daluwatte, W. P.	Christ Church M., Tangalla	p		p	p				p			p
664	Nilaweera, H.	do.	p		p								
665	Samodias, W. G.	do.	p		p	p				p			
669	Arulampalam, K.	St. Joseph's, Trincomalee	p		p								
671	Canagasundaram, A.	do.	p	p	p								
672	Chellanainar, K.	do.	p	p	p								
681	Nadarajah, K.	do.	p		p								
682	Nadarajah, P.	do.	p		p								
683	Nallalingam, K. P.	do.	p	p	p								
684	Poopalpillai, P.	do.	p	p	p								
685	Subramaniam, R.	do.	p	p	p								
686	Supramaniam, P.	do.	p	p	p								
688	Tharmalingam, S.	do.	p	p	p	a							
689	Canagasuriam, S.	Wesleyan Central Boys', Trincomalee	p	p	p								
690	Chelvanayakam, V.	do.	p		p								
693	Sivapalam, S.	do.	p		p								
733	Fernando, W. H.	Nanodaya Buddhist, Kalutara	p		p	p				p			
736	Silva, S. A. A.	do.			p					p			
737	Sirius, M. K.	do.	p		p	p				p			
739	Grove, D.	St. Paul's Girls', Campbell park, Colombo	p		p							p	
740	Jansz, E.	do.	p		p	p						p	

Education Office,
Colombo, January 16, 1919.

E. EVANS,
for Director of Education.

TRADE MARKS NOTICES.

Application No. 1,373.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance Nos. 9 of 1906 and 15 of 1908 and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo, have applied for the registration of the following Trade Mark in the name of Messrs. The Raybestos Company, 1427, Railroad Avenue, Bridgeport, Connecticut, United States of America, Manufacturers, who claim to be the proprietors thereof, in respect of brake-lining, brake pads, clutchpads for vehicle brakes and clutches in Class 50 in the Classification of Goods in the above-mentioned Regulations:—



Registrar-General's Office,
Colombo, January 22, 1919.

W. L. KINDERSLEY,
Registrar-General

NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."

Notice regarding Closing of Toddy Taverns.

NOTICE is hereby given that it is proposed to close the toddy taverns specified in the schedule below from October 1, 1919.

2. I shall be prepared to receive any written representation up to March 14, 1919, on which date, at Matale Kachcheri, between the hours of 2 P.M. and 3 P.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of such taverns.

Matale Kachcheri,
January 17, 1919.

E. T. MILLINGTON,
Assistant Government Agent.

SCHEDULE.

Matale South.

1. Toddy tavern No. 12, within the limits of Nagolla wasama and outside the Local Board limits.
2. Toddy tavern No. 15, within the limits of Owilikanda wasama.

Notice regarding Local Option re Arrack Taverns, 1919-20.

IT is hereby notified for public information that the Government Agent, Southern Province, in exercise of the powers vested in him by rule 5 of the rules specified in Excise Notification No. 78 of July 26, 1918, has appointed the under-mentioned date and place for recording votes for the purpose of ascertaining whether 75 per cent. of the road tax-paying inhabitants of the areas served by the under-mentioned tavern are opposed to the existence of the arrack tavern within such area, viz. :—

February 17, 1919: Between 2 P.M. and 3.30 P.M., at Wanduramba dispensary, in respect of the arrack tavern at Lelwala.

Galle Kachcheri,
January 22, 1919.

T. GOONETILLEKE,
for Government Agent.

Notice regarding Closing of Foreign Liquor Taverns.

NOTICE is hereby given that it is proposed to close the foreign liquor taverns specified in the schedule below from October 1, 1919.

2. I shall be prepared to receive any written representation up to March 8, 1919, on which date, at the Matara Kachcheri, between the hours of 10 A.M. and 11 A.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of such taverns.

Matara Kachcheri,
January 17, 1919.

T. REID,
Assistant Government Agent.

SCHEDULE.

No.	Division.	Locality or Range.
3	Kandaboda pattu	Within the village Hakmana
6	Wellaboda pattu	Within the village Dikwella

Notice regarding Closing of Arrack Taverns.

NOTICE is hereby given that it is proposed to close the arrack taverns specified in the schedule below from October 1, 1919.

2. I shall be prepared to receive any written representation up to March 8, 1919, on which date, at the Matara Kachcheri, between the hours of 10 A.M. and 11 A.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of such taverns.

Matara Kachcheri,
January 17, 1919.

T. REID,
Assistant Government Agent.

Schedule.

No.	Division.	Locality or Range.
5	Gangaboda pattu	Within the village Aturaliya
21	Weligam korale	Within the village Henegama
25	Morawak korale	Within the village Viharahena

Notice regarding Closing of Toddy Taverns.

NOTICE is hereby given that it is proposed to close the toddy taverns specified in the schedule below from October 1, 1919.

2. I shall be prepared to receive any written representation up to March 8, 1919, on which date, at the Matara Kachcheri, between the hours of 10 A.M. and 11 A.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of such taverns.

Matara Kachcheri,
January 17, 1919.

T. REID,
Assistant Government Agent.

SCHEDULE.

No.	Division.	Locality or Range.
14	Wellaboda pattu	Within the village Aparekka
23	Weligam korale	Within the village Ibbawala

Notice under "The Excise Ordinance, No. 8 of 1912."

IN terms of Excise Notification No. 79, Chapter IV. (published in the *Government Gazette* No. 6,958 of July 26, 1918), and with reference to the lists of the arrack and toddy taverns sanctioned for the current renting period, vide *Government Gazette* No. 6,941 of May 10, 1918, the following proposals of alterations for the ensuing renting period, viz., from October 1, 1919, to September 30, 1920, with respect to such taverns are hereby notified for general information:—

(1) Abolition of arrack tavern:—

No. 14, Kala-oya, in Demala hatpattu.

(2) Alterations of sites of taverns at Madurankuli:—

(a) The present site for the arrack tavern No. 8, Madurankuli, will be allowed, or in the alternative any suitable site north of the junction of the Chilaw and Kadayamotai roads.

(b) The present site of toddy tavern No. 4, Madurankuli will not be allowed. The intending renter must find a site not less than $\frac{1}{4}$ mile to the south of the junction of the Chilaw and Kadayamotai roads.

3. Regarding the closing or alteration in site of the above taverns, I am prepared to receive any written representation at Puttalam Kachcheri up to 10 A.M. on Saturday, March 8, 1919, and to hear any verbal representation at the above-mentioned time and place.

Puttalam Kachcheri,
January 15, 1919.

W. E. WATT,
Assistant Government Agent.

Notice under "The Excise Ordinance, No. 8 of 1912."

NOTICE is hereby given that it is proposed to close/change the site of the arrack and toddy taverns specified in the schedule below from October 1, 1919.

2. I shall be prepared to receive any written representation up to March 31, 1919, at the Ratnapura Kachcheri, between the hours of 1 P.M. and 2 P.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing/changing the site of such taverns.

Ratnapura Kachcheri,
January 20, 1919.

B. CONSTANTINE,
Government Agent.

SCHEDULE.

To be closed.

1. Toddy tavern at Hangamuwa village.
2. Richmond Hotel, owned by S. B. Perera.

Transfer of Taverns.

Alter the sites of Ulinduwawa and Nivitigala arrack taverns and that of Pinnawala toddy tavern.

Notice under "The Excise Ordinance, No. 8 of 1912."

IN terms of Excise Notification No. 79, Chapter IV. (published in the *Government Gazette* No. 6,958 of July 26, 1918), and with reference to the lists of the arrack and toddy taverns sanctioned for the current renting period, *vide Government Gazette* No. 6,941 of May 10, 1918, the following proposals of alterations for the ensuing renting period, viz., from October 1, 1919, to September 30, 1920, with respect to such taverns are hereby notified for general information:—

Abolition of Toddy Taverns.

(1) It is proposed to abolish—

- No. 11, Galmuruwa, in Pitigal korale north.
No. 13, Kottaramulla, in Pitigal korale south.

Abolition of Arrack Taverns.

(2) It is proposed to abolish—

- No. 11, Munnessaram, in Pitigal korale north.
No. 21, Galmuruwa, in Pitigal korale north.
No. 31, Walahapitiya, in Pitigal korale south.

3. Regarding the closing of the above taverns, I am prepared to receive any written representation at my office at Chilaw up to 10 A.M. on Monday, March 10, 1919, and to hear any verbal representation at the above-mentioned time and place.

Puttalam Kachcheri,
January 15, 1919.

W. E. WAIT,
Assistant Government Agent.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

A CERTIFICATE of registration under section 48 of the Patents Ordinance has been granted on British Patent No. 17,600 of December 16, 1915 (Ceylon Patent No. 1,607):—

Edward Charles Robert Marks.

"Automatic weighing apparatus, more especially for liquids."

Abstract:—

In an automatic weighing apparatus, more especially for liquids, two tilting troughs, each mounted on the platform of a weighing machine, are alternately filled and discharged through the agency of electro-magnets controlled by indicating-pointers co-operating with contacts on dials, the troughs being held in filling and discharge position by electro-magnetically controlled pawls. The liquid is fed to the troughs through a divided shoot, and the action of each trough is the same. Assuming the left hand trough to have discharged its contents whilst the other trough is filling, the pointer touches a contact and causes an electro-magnet to draw back a pawl, and thus allows the trough to rotate about its pivot into the filling position, wherein the trough is held by the pawl. The pointer afterwards touches a contact, thus causing an electro-magnet to swing a flap and deflect the main feed into the trough. The pointer then touches a contact and thus causes an electro-magnet to cut off the dribble feed by swinging over another similar flap, and also causes a further electro-magnet to remove another pawl, so as to allow the trough to tilt over and discharge its contents.

The claims are:—

1. An automatic weighing apparatus, more especially for liquids, having two tiltably mounted weighing troughs, which are alternately filled and discharged, characterized in this that each trough is provided with two pawls or the like, which are electro-magnetically controlled by the weighing apparatus by means of contact members, one pawl being adapted to hold the respective trough in the filling position, while the other pawl holds it in the discharge position.

2. The improved automatic weighing apparatus, substantially as hereinbefore described with reference to the accompanying drawings.

One sheet of drawings.

E. HUMAN,
Registrar of Patents.

Abstract of Immigrant Labourers for the Quarter ended September 30, 1918.

District.	Number of Estates.	Labourers.		Total.	Number of Births.	Number of Deaths.
		Males.	Females.			
<i>Western Province.</i>						
Colombo ..	99	10,316	8,859	19,175	299	418
Kalutara ..	122	17,573	14,193	31,766	473	336
<i>Central Province.</i>						
Kandy ..	610	72,626	71,344	143,970	2,189	1,748
Matale ..	107	14,538	13,032	27,570	487	382
Nuwara Eliya ..	205	36,692	37,600	74,292	1,242	784
<i>Southern Province.</i>						
Galle ..	39	4,055	3,031	7,086	87	142
Matara ..	26	3,009	2,265	5,274	82	37
<i>North-Western Province.</i>						
Kurunegala ..	104	4,729	2,850	7,579	128	192
Puttalam ..	7	98	21	179	—	—
Chilaw ..	25	236	129	365	3	—
<i>Province of Uva.</i>						
Badulla ..	185	31,783	32,729	64,512	1,000	793
<i>Province of Sabaragamuwa.</i>						
Ratnapura ..	133	21,170	19,522	40,692	661	785
Kegalla ..	143	23,163	21,700	44,863	808	1,030
<i>Eastern Province.</i>						
Trincomalee ..	1	43	23	66	2	—

Colonial Secretary's Office,
Colombo, January 22, 1919.

R. E. STUBBS,
Colonial Secretary.

3-12 Gubbala

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF BRITISH FERTILISERS, LIMITED.

1. The name of the Company is "BRITISH FERTILISERS, LIMITED."
2. The registered office will be situate in Colombo.
3. The objects for which the Company is established are—
 - (1) To purchase and acquire all that property known as The Grove, situate at Madampitiya within the Municipality of Colombo, containing in extent twenty-five acres three roods and twenty perches (25.3.20) more or less.
 - (2) To purchase and acquire the manure and fertiliser business formerly carried on by the firm of Messrs. Freudenberg and Company and the machinery in connection therewith, and the goodwill of the business of the said firm so far as it relates to manure and fertiliser.
 - (3) To carry on the business of oil, soap, margarine, and manure manufacturers, and to prepare, refine, buy, sell, and deal in oil, both vegetable and mineral, manures and chemical substances of every description, and the products obtained in the manufacture of oil, and to buy, sell, cultivate, and deal in oleaginous seeds and plants of every description.
 - (4) To carry on the trade or business of miners, refiners, smelters, and manufacturers of petroleum and coconut oil and of all liquid and solid hydro-carbons and of all products thereof respectively, and also the trade or business of coal miners in all their respective branches.
 - (5) To search for, get, work, raise, make merchantable, sell, and deal in petroleum and coconut oil and all liquid and solid hydro-carbons, coal, and other produce of any lands for the time being belonging to or in occupation by the Company, and also to utilize for manufacturing, refining, or other purposes, or to sell or deal in all products of the said oils and other hydro-carbons and coal.
 - (6) To carry on the business of general merchants and dealers of and in foreign and colonial produce and of commission and general agents and brokers.
 - (7) To carry on all or any of the business of importers, exporters, refrigerators, shipowners, shipbuilders, charterers of ships and other vessels, warehousemen, ship and insurance brokers, carriers, forwarding agents, wharfingers, dockowners, manufacturers of extract of meat, and preservers and packers of provisions of all kinds.
 - (8) To carry on business as farmers, graziers, cultivators, storekeepers, cattle breeders, stockmen, dealers in hides, skins, fats, and other animal products, mechanical engineers, builders and contractors, timber growers, timber merchants, lumbermen, and saw mill proprietors.
 - (9) To make, build, construct, provide, maintain, improve, carry on, use, and work in any parts of the world, roads, ways, railways, tramways, electric light, canals, reservoirs, waterworks, wells, aqueducts, water-courses, furnaces, gasworks, piers, wharves, docks, saw and other mills, hydraulic works, factories, warehouses, and other works and buildings which may be deemed expedient for the purposes of the Company, and to contribute to the cost of making, building, constructing, providing, carrying on, using, and working the same.
 - (10) To purchase, charter, hire, build, or otherwise acquire steam or other ship, ships or vessels, steam launches, flats, barges, cargo boats, with all equipments and furniture, and to employ the same in the conveyance of passengers, mails, live stock, grain, and other produce and treasure, and also of goods and merchandise of every description and species, on the rivers or canals of the Island of Ceylon, 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 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.
 - (11) To manufacture, import, export, buy, sell, exchange, alter, improve, manipulate, prepare for market, and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, substances, materials, and things necessary or convenient for carrying on any of the above-mentioned businesses or proceedings, or usually dealt in by persons engaged in the like business.
 - (12) To carry on the business of underwriters or insurers of ships, goods, merchandise or other property.
 - (13) To apply for or acquire by purchase or lease or otherwise for the business of the Company in any parts of the world, sell, work, develop, and deal in any lands, estates, plantations, or any rights or interests therein, factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes, or other things, British, Indian, Colonial, or foreign licenses, concessions, and the like, conferring any exclusive or non-exclusive, or united right to use any secret or other 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, or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.
 - (14) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
 - (15) To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any company constituted or carrying on business in the Island of Ceylon or elsewhere, and debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any Government, public body, or authority, supreme, municipal, local, or otherwise, and whether in Ceylon or elsewhere.
 - (16) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations, or securities by original subscription, tender, purchase, exchange, or otherwise, and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
 - (17) To issue debentures, debenture stock, bonds, obligations, and securities of all kinds, and to frame, constitute, and secure the same as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable and either redeemable or otherwise, and to charge and secure the same by trust deed or otherwise on the undertaking of the Company or on any specific property or rights, present or future, of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.
 - (18) To facilitate and encourage the creation, issue, or conversion of shares, stocks, debentures, debenture stock, bonds, obligations, and securities, and to act as trustees in connection therewith, and to take part in the conversion of business concerns and undertakings into companies, and the amalgamation, reconstruction, and promotion of companies.

- (19) To take part in the management, supervision, or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, accountants, or other experts, or agents, and to act as the managing agents or managers of any company or undertaking.
- (20) To carry on the business of borrowing, raising, or taking up money, the lending or advancing money on securities and property, the discounting, buying, selling, and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip, and other instruments and securities, whether transferable or negotiable or not, the granting and issuing of letters of credit and circular notes, the buying, selling, and dealing in bullion and specie, the acquiring, holding, issuing on commission, underwriting, and dealing with stocks, funds, shares, debentures, debenture stocks, bonds, obligations, and other securities.
- (21) To carry on any other business, which may seem to the Company capable of being conveniently carried on in connection with any of the above or calculated, directly or indirectly to enhance the value of, or render profitable, and of the Company's property or rights.
- (22) To lend money either with or without security, and generally to such persons and upon such terms and conditions as the Company may think fit.
- (23) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings, and generally of any assets, property, or rights.
- (24) To constitute any trusts with a view to the issue of preferred, deferred, or other stocks and securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust, and to settle and regulate and, if thought fit, to undertake and execute any such trusts, and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
- (25) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, and improvement, development, and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business whether in respect of agricultural, commercial, or financial matters.
- (26) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations, or securities.
- (27) Generally to carry on business as financiers, and to undertake and carry out all such operations and transactions (except the issuing of policies of assurance on human life) as an individual capitalist may lawfully undertake and carry out.
- (28) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards, and donations.
- (29) To establish and support, or aid in the establishment and support, of associations, institutions, funds, trusts, and conveniences calculated to benefit employes or ex-employes of the Company or its predecessors in business or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (30) To acquire and undertake all or any part of the business, property, and liabilities of any person or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
- (31) To enter into any arrangement with any Government, or authority, supreme, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority all rights, concessions, and privileges which the Company may think it desirable to obtain and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (32) To enter into partnership or into any arrangement for sharing profits or losses, or into any union of interests, joint adventure, reciprocal concession, or corporation with any person or persons or company or companies carrying on or engaged in or about to carry on or engage in, or being authorized to carry on or engage in any business or transaction which this Company is authorized to carry on or engaged in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (33) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any immovable or movable property, and any rights or privileges 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.
- (34) To sell or dispose of 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.
- (35) To promote any 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.
- (36) 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.
- (37) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem, and pay off any such securities.
- (38) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (39) To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
- (40) To draw, make, accept, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments or securities.
- (41) To remunerate any persons or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital, or any debentures, debenture stocks, or other securities of the Company or in or about the formation or promotion of the Company or the acquisition of property by the Company or the conduct of its business.
- (42) To do all or any of the above things either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.

And it is hereby declared that the word "Company," save when used in reference to this Company, in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and the intention is that the objects specified in any paragraph of this clause shall, except when otherwise expressed in such paragraph, and except as provided in the next succeeding declaration, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph.

And it is also declared that no transfer of shares in the Company shall be made to a "prohibited person" or "foreigner" or "corporation under foreign control" within the meaning of Chapter VI. of the Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917, or to any person acting for or on behalf—or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control," and it is further declared that the carrying on of the business of the Company subject to the said restriction as to transfers is one of the objects of the Company.

4. The liability of the members is limited.

5. The capital of the Company is Rs. 1,500,000, divided into 150,000 ordinary shares of Rs. 10 each.

Upon any increase of capital new shares may be issued with any preferential, deferred, qualified, or special rights, privileges, or conditions. Provided always that the rights attached to any share having preferential, deferred, qualified, or special rights, privileges, or conditions attached thereto may be altered or dealt with in accordance with Clause 57 of the Articles of Association of the Company, but not 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 respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Name and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
CHAS. F. TREEBY, Colombo	One
E. R. WILLIAMS, Colombo	One
H. CREASY, Colombo	One
SYDNEY JULIUS, Colombo	One
G. A. MONCRIEFF, Simla	One
R. S. WRIGHT, Colombo	One

Witness to the above six signatures, at Colombo, this 6th day of December, 1918 :

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

E. MASTERS, Colombo One

Witness to the above signature, at Colombo, this 7th day of December, 1918 :

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

Total Shares taken .. Seven

ARTICLES OF ASSOCIATION OF BRITISH FERTILISERS, LIMITED.

1. The marginal notes hereto shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith— Interpretation.

"The Ordinance" means "The Joint Stock Companies Ordinances, 1861 to 1909," and every other Ordinance for the time being in force concerning Joint Stock Companies and affecting the Company.

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

"The Directors" means the Directors for the time being.

"The Managing Agents" means the Managing Agents of the Company for the time being.

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

"The Register" means the register of members to be kept pursuant to section 19 of "The Joint Stock Companies Ordinance, 1861."

"Dividend" includes bonus.

"Month" means calendar month.

"Proxy" includes attorney duly constituted under a power of attorney.

"In writing" and "written" include printing, lithography, and other modes of representing or reproducing words in a visible form.

"The Managing Agents" means the Managing Agents of the Company for the time being.

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

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

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

3. None of the funds of the Company shall be employed in the purchase of, or lent on the security of, shares of the Company. Company's shares not to be purchased, &c.

4. Subject to the provisions of clauses 5, 49, and 50 of these Articles the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times, as the Directors think fit (subject, nevertheless, to the stipulations contained in the said agreement with reference to the shares to be allotted in pursuance thereof), and with full power to give to any person the call of any shares either at par or at a premium, and for such time, and for such consideration as the Directors think fit. Allotment of shares.

5. If the Company shall offer any of its shares to the public for subscription—

(a) The Directors shall not make any allotment thereof unless and until at least 10 per cent. of the shares so offered shall have been subscribed and the sums payable on application shall have been paid to and received by the Company; but this provision shall no longer apply after the first allotment of shares offered to the public for subscription;

(b) The amount payable on application on each share shall not be less than 5 per cent. of the nominal amount of the share. Restriction on allotments.

And if the Company shall propose to commence business the Directors shall not make any allotment of shares payable in cash unless one hundred at least shall have been subscribed for on a cash footing.

Commissions for placing shares.

6. The Company may at any time pay a commission to any person for 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, and the commission shall not exceed 10 per cent. on the shares in each case subscribed or to be subscribed.

Brokerage.

7. The Company may pay a reasonable sum for brokerage and may make any allotment on the terms that the person to whom such allotment is made shall have the right to call for further shares at such time or times and at such price or prices (not being less than par) as may be thought fit.

Shares may be issued subject to different conditions as to calls, &c.

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

Instalments on shares to be duly paid.

9. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being shall be the registered holder of the share.

Liability of joint-holders of shares.

10. 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.

Trusts not recognized.

11. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction, or as by statute required be bound to recognize any equitable or other claim to or interest in such share on the part of any other person.

CERTIFICATES.

Certificates.

12. The certificates of title to shares and duplicates thereof when necessary shall be issued under the seal of the Company, and signed by two Directors.

Members' right to certificates.

13. Every member 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 of shares shall specify the number of denoting numbers of the shares in respect of which it is issued, and the amount paid up thereon.

As to issue of new certificate in place of one defaced, lost, or destroyed.

14. 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 party entitled to such lost or destroyed certificate.

Fee.

15. For every certificate issued under the last preceding clause there shall be paid to the Company the sum of Rs. 2, or such smaller sum as the Directors may determine.

Directors may issue new certificates.

16. Where any shares, under the powers in that behalf herein contained, are sold by the Directors and the certificate thereof has not been delivered up to the Company by the former holder of the said shares, the Directors may issue a new certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered up.

To which of joint-holders certificate to be issued.

17. The certificates of shares registered in the names of two or more persons shall be delivered to the person first named on the register.

CALLS.

Calls.

18. The Directors may from time to time make such calls as they think fit upon the members, in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times; and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

When call deemed to have been made.

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

Restriction on power to make calls.

20. No call shall exceed one-fourth of the nominal amount of a share, or be made payable within two months after the last preceding call was payable.

Notice of call.

21. Fourteen days' notice of any call shall be given, specifying the time and place of payment and to whom such call shall be paid.

When interest on call or instalment payable.

22. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalment shall be due, shall pay interest for the same at the rate of 9 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment, or at such other rate as the Directors may determine.

Evidence in action or call.

23. On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the register as the holder or one of the holders of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member sued in pursuance of these presents, and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

Payment of calls in advance.

24. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the money so paid in advance, or so much thereof, as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding 6 per cent. per annum as the member paying such sum in advance and the Directors agree upon. Money so paid in excess of the amount of calls shall not rank for dividends.

FORFEITURE AND LIEN.

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

If call or instalment not paid notice may be given.

26. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on, and 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 call was made or instalment is payable will be liable to be forfeited.

Form of notice.

27. If the requisitions of any such notice as aforesaid are 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, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

If notice not complied with shares may be forfeited.

28. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the register.

Notice after forfeiture.

29. Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, and otherwise dispose of the same in such manner as they think fit.

Forfeited share to become property of Company.

30. The Directors may at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

Power to annul forfeiture.

31. Any member whose shares have been 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.

Arrears to be paid notwithstanding forfeiture.

32. The 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 all other rights incident to the share, except only such of those rights as by these Articles are expressly saved.

Effect of forfeiture.

33. A duly verified declaration in writing that the declarant is a Director of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration, and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares, and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see to the application of the purchase money, nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale, or disposition.

Evidence of forfeiture.

34. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof for his debts, liabilities, and engagements, solely or jointly with any other person to, or with the Company whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not and no equitable interest in any share shall be created, except upon the footing and condition that clause 11 hereof is to have full effect. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

Company's lien on shares.

35. For the purpose of enforcing such lien, the Directors may sell the share subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after such notice.

As to enforcing lien by sale.

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

Application of proceeds of sale.

37. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Validity of sales under clauses 30 and 36.

TRANSFER AND TRANSMISSION.

38. The instrument of transfer of any share shall be signed both by the transferor and transferee and shall contain the name and address, both of 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. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address and occupation.

Execution of transfer, &c.

39. The instrument of transfer of any share shall be in writing in the usual common form, or in the following form, or as near thereto as circumstances will admit:—

Form of transfer.

I, A.B., of _____, in consideration of the sum of Rs. _____ 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 "BRITISH FERTILISERS, LIMITED," to hold unto the said transferee, his executors, administrators, and assigns, subject to the several conditions on which I held the same immediately before the execution hereof, 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 _____.

Witness to the signature of, &c. _____.

Directors may decline to register transfer. No transfer to infant, &c.

40. The Directors, without assigning any reason for such refusal, may decline to register any transfer of shares.

Transfer to be left at office and evidence of title given.

41. No transfer shall be made to an infant or person of unsound mind, or to a "prohibited person" or "foreigner" or "corporation under foreign control" within the meaning of Chapter VI. of the Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917, or to any person acting for or on behalf of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control."

When transfers to be retained.

42. Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares and upon payment of the proper fee the transferee shall (subject to the Directors' right to decline to register hereinbefore mentioned) be registered as a member in respect of such shares. The Directors may waive the production of any certificate upon evidence satisfactory to them of its loss or destruction.

Fee on transfer.

43. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.

When transfer books and register may be closed.

44. A fee not exceeding Two Rupees and Fifty Cents may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

Transmission of registered shares. As to survivorship.

45. The transfer books and register of members may be closed during such time as the Directors think fit, not exceeding in the whole twenty-one days in each year.

As to transfer of shares of deceased or bankrupt members. (Transmission clause.)

46. The executors or administrators of a deceased member (not being one of several joint-holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint-holders of any registered shares, the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. Before recognizing any executor or administrator the Directors may require him to obtain a grant of probate or letters of administration, as the case may be, from some competent court in the Island of Ceylon, having effect in Colombo.

47. Any person becoming entitled to or to transfer shares in consequence of the death or 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 transfer hereinbefore contained, transfer such shares. This clause is hereinafter referred to as "the transmission clause."

INCREASE AND REDUCTION OF CAPITAL.

Power to increase capital.

48. The Company in General Meeting may from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient.

On what conditions new shares may be issued. As to preferences, &c.

49. The new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto as the resolution creating the same shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting.

When to be offered to existing members.

50. The Company in General Meeting may, before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance and either at par or at a premium to all the then members or any class thereof in proportion to the amount of the capital held by them, or make any other provisions as to the issue and allotment of the new shares, but in default of any such determination or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original ordinary capital.

How far new shares to rank with shares in original capital.

51. 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 ordinary capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, and otherwise.

Inequality in number of new shares.

52. If owing to any inequality in the number of new shares to be issued, and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares or any of them amongst the members, such difficulty shall, in the absence of any direction in the resolution creating the shares or by the Company in General Meeting, be determined by the Directors.

Reduction of capital, &c.

53. The Company may (subject to the provisions of the Ordinance) from time to time by special resolution reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on the shares or otherwise as may seem expedient, and capital may be paid off upon the footing that it may be called up again or otherwise; and paid-up capital may be cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount.

SUBDIVISION AND CONSOLIDATION OF SHARES.

Subdivision into preferred and ordinary.

54. The Company may, by special resolution, subdivide or consolidate its shares or any of them.

55. The special resolution whereby any share is subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting, or otherwise over or as compared with the others or other (subject, nevertheless, to the provisions of the Ordinance).

SURRENDER OF SHARES.

Surrender of shares.

56. The Directors may accept the surrender of any shares by way of compromise of any question as to the holder being properly registered in respect thereof.

MODIFICATION OF RIGHTS.

57. Whenever the capital by reason of the issue of preference shares or otherwise is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified, commuted, affected, abrogated, or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths in nominal value of the issued shares of the class, or is confirmed by an extraordinary resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall, *mutatis mutandis*, apply to every such meeting, but so that the quorum thereof shall be members holding or representing by proxy one-fifth of the nominal amount of the issued shares of the class. This clause is not to derogate from any power the Company would have had if this clause were omitted.

Power to modify rights.

BORROWING POWERS.

58. The Directors may from time to time at their discretion raise or borrow or secure the payment of 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 raised, borrowed, or secured shall not, without the sanction of a General Meeting, exceed the paid-up share capital of the Company, in addition to the ordinary current obligations of the Company. Nevertheless, no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

Power to borrow.

59. The Directors may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company, both present and future, including its uncalled capital for the time being.

Conditions on which money may be borrowed.

60. Debentures, debenture stock, and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Securities may be assignable free from equities.

61. 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.

Issue at discount, &c., or with special privileges.

62. Every register of holders of debentures of the Company may be closed for any periods not exceeding in the whole thirty days in any year. Subject as aforesaid every such register shall be open to the inspection of the registered holder of any such debentures and of any member; but the Company may in General Meeting impose any reasonable restrictions so that at least two hours in each day, when such register is open, are appointed for inspection.

Register of holders of debentures.

63. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may, by instrument under the Company's seal, authorize the person in whose favour such mortgage or security is executed, or any other person in trust for him, to make calls on the members in respect of such uncalled capital, and the provisions hereinbefore contained in regard to calls shall, *mutatis mutandis*, apply to calls made under such authority, and such authority may be made exercisable either conditionally or unconditionally, and either presently or contingently, and either to the exclusion of the Directors power or otherwise and shall be assignable if expressed so to be.

Mortgage of uncalled capital.

GENERAL MEETING.

64. The First General Meeting of the Company shall be held at such time (subject to the provisions of the Ordinance) and at such place as the Directors may determine. Subsequent General Meetings shall be held once in every year at such time and place as the Directors may determine.

When General Meetings to be held.

65. 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.

Distinction between Ordinary and Extraordinary Meetings.

66. Any General Meeting may be held elsewhere than in Ceylon.

General Meetings may be held outside Ceylon.

67. The Directors may, whenever they think fit, and they shall, on the requisition of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting of the Company, and in the case of such requisition the following provisions shall have effect:—

When Extraordinary Meeting to be called.

(1) The requisition must state the objects of the meeting, and must be signed by the requisitionists and deposited at the office, and may consist of several documents in like form, each signed by one or more requisitionists.

Requisition.

(2) If the Directors of the Company do not proceed to convene a meeting within twenty-one days from the date of the requisition being so deposited, the requisitionists or a majority of them in value may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit.

(3) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and, if thought fit, of confirming it as a special resolution, and if the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists or a majority of them in value may themselves convene the meeting.

(4) Any meeting convened under this clause by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

68. Seven clear days' notice to the members specifying the place, day, and hour of meeting, and in case of special business the general nature of such business, shall be given either by advertisement or by notice sent by post or otherwise served as hereinafter provided, and with the consent in writing of all the members a meeting may be convened by a shorter notice and in any manner they think fit.

Notice of meeting.

69. Where 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.

Two meetings convened by one notice.

70. The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting.

As to omission to give notice.

PROCEEDINGS AT GENERAL MEETINGS.

Business of Ordinary Meeting.

71. The business of an Ordinary Meeting other than the first meeting shall be to receive and consider the profit and loss account, the balance sheet, and the reports of the Directors and of the Auditors, to elect Directors, Auditors, and other officers in the place of those retiring by rotation or otherwise, to declare dividends, 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.

Quorum.

72. Two members holding ordinary shares present in person or by proxy shall be a quorum for a General Meeting for the choice of a Chairman, the declaration of a dividend, and the adjournment of the meeting. For all other purposes the quorum for a General Meeting shall be members holding ordinary shares present in person or by proxy not being less than three in number.

Quorum to be present when business commenced.

73. No business shall be transacted at any General Meeting unless the quorum requisite shall be present at the commencement of the business.

Chairman of General Meeting.

74. The Chairman of the Directors shall be entitled to take the Chair at every General Meeting, or if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the members present shall choose another Director as Chairman, and if no Director be present, or if all the Directors present decline to take the Chair, then the members present shall choose one of their number to be Chairman.

When if quorum not present meeting to be dissolved and when to be adjourned.

75. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid, 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 members who are present shall be a quorum, and may transact the business for which the meeting was called.

How questions to be decided at meetings. Casting vote. What is to be evidence of the passing of a resolution where poll not demanded.

76. Every question submitted to a meeting shall be decided in the first instance by a show of hands, and in the case of an equality of votes the Chairman shall, both on a show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

77. At any General Meeting, unless a poll is demanded by the Chairman or by at least five members or by a member or members holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the capital represented at the meeting, a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost 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 fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

Poll.

78. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise, 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 may be withdrawn.

Power to adjourn General Meeting.

79. The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same 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.

In what cases poll taken without adjournment. Business may proceed notwithstanding demand of poll.

80. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.

81. 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.

VOTES OF MEMBERS.

Votes of members.

82. On a show of hands every member holding ordinary shares present in person or by proxy shall have one vote, and upon a poll every member present in person or by proxy shall have one vote for every ordinary share held by him.

Votes in respect of shares of deceased and insolvent members.

83. Any person entitled under the transmission clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Joint-holders.

84. 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.

Proxies permitted.

85. Votes may be given either personally or by proxy.

Instrument appointing proxy to be in writing. Proxies may be general or special.

86. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney, or if such appointor is a corporation under its common seal or the hand of its attorney. A proxy who is appointed for a specified meeting only shall be called a special proxy. Any other proxy shall be called a general proxy. No person shall be appointed a special proxy who is not a member of the Company and qualified to vote.

Instrument appointing a proxy to be deposited at the office.

87. The instrument appointing a proxy and the power of attorney (if any) under which it is signed shall be deposited at the office not less than forty-eight hours before the time for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote, but no instrument appointing a special proxy shall be valid after the expiration of twelve months from the date of its execution, should the power of attorney above referred to have been registered in the Company's book it need not be again deposited.

88. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death of the principal, or revocation of the instrument 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. Provided nevertheless, that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.

When vote by proxy valid though authority revoked.

89. Every instrument appointing a special proxy shall, as nearly as circumstances will admit, be in the form or to the effect following, and shall be retained by the Company :—

Form of instrument appointing a special proxy.

British Fertilisers, Limited.

I, _____, of _____, being a member of "BRITISH FERTILISERS, LIMITED," hereby appoint _____, of _____ (or failing him, _____ of _____, or failing him _____, of _____), 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 _____ and at any adjournment thereof.

As witness my hand this _____ day of _____.

Signed by the said _____ in the presence of _____.

90. No member shall be entitled to be present or to vote on any question either personally or by proxy or as proxy for another member at any General Meeting or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member; and no member shall be entitled to be present or to vote in respect of any share that he has acquired by transfer at any meeting unless he has been the registered holder of the share in respect of which he claims to vote for at least three months previously to the time fixed for holding the meeting at which he proposes to vote or if such meeting be an adjourned meeting to the time originally fixed for holding the same, but this regulation shall not affect shares acquired under a testamentary disposition or by succession to an intestate estate or under a bankruptcy or insolvency or liquidation.

Restrictions on voting.

91. Any resolution passed by the Directors notice whereof shall be given to the members in the manner in which notices are hereinafter directed to be given and which shall within one month after it shall have been so passed be ratified and confirmed in writing by members entitled at a poll to three-fifths of the votes, shall be as valid and effectual as a resolution of a General Meeting, but this clause shall not apply to a resolution for winding up the Company or to a resolution passed in respect of any matter which by the statutes or these presents ought to be dealt with by special or extraordinary resolution.

Resolution in writing of Directors in certain cases to be equivalent to resolution of General Meeting.

DIRECTORS.

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

Number of Directors.

The Managing Agents shall be at liberty to appoint two Directors and to remove from office any person so appointed, and upon the removal or retirement of any such person to appoint any other person in his place. The Directors so appointed shall be *ex officio* Directors within the meaning of these presents, and such one of them as shall from time to time be nominated by the Managing Agents in that behalf shall be the Chairman of the Board of Directors.

93. The persons hereinafter named shall be first Directors, that is to say, G. A. Moncrieff, M. Macfadyen, E. R. Williams, E. Masters, R. S. Wright.

First Directors.

94. The Directors shall have power at any time and from time to time to appoint any qualified person as a Director 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. But any Directors so appointed shall hold office only until the next following Ordinary General Meeting of the Company and shall then be eligible for re-election.

Power of Directors to add to their number.

95. The qualification of a Director shall be the holding of shares in the Company of the nominal value of Rupees Five hundred.

Qualification of Directors.

96. A first Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment and unless he shall do so he shall be deemed to have agreed to take the said shares from the Company and the same shall be forthwith allotted to him accordingly.

First Directors' qualifications.

97. As a remuneration for their services the Directors shall be paid a sum of Rupees Fifty (Rs. 50) per mensem each, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

98. The continuing Directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum above fixed the Directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.

Directors may act notwithstanding vacancy.

99. The office of a Director shall *ipso facto* be vacated :—

(a) If he accepts or holds any other office or place of profit under the Company (except that of Managing Agents or a member of the firm of Managing Agents or a shareholder in or officer of the Managing Agents), but the position of trustee of a deed for securing debentures or debenture stock of the Company or of solicitor or banker for the Company is not to be considered an office or place of profit.

When office of Director is vacated.

(b) If he becomes bankrupt or insolvent, or suspends payment, or compound with his creditors.

(c) If he is found lunatic or becomes of unsound mind.

(d) If he ceases to hold the required amount of shares to qualify him for office, but this *proviso* shall not be deemed to affect the provisions of clause 96 of these Articles.

(e) If he is absent from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors and he is removed from office by a resolution of the Board.

- (f) If he commits any offence punishable under the Ceylon or Indian Penal Code not being under the provisions of the Criminal Procedure Code non-bailable.
- (g) If by notice in writing to the Company he resigns his office.
- (h) If he is requested in writing by all his co-Directors to resign or is removed from office by an extraordinary resolution of the Company.

Directors may contract with Company.

100. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or any contract or agreement entered into by or on behalf of the Company in which any Director shall be concerned or interested be avoided, nor shall any Director so contracting or being so concerned or interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest, and that no Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted; but this provision shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity against any loss which they or any of them may suffer by reason of becoming or being sureties for the Company. A general notice that a Director is a member of any specified firm or Company and is to be regarded as interested in any subsequent transaction with such firm or Company shall as regards any such transaction be sufficient disclosure under this clause, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or Company.

When Director of this Company appointed Director of a subsidiary company.

101. A Director of this Company may be or become a Director of any Company promoted by this Company or in which it may be interested as a vendor, Shareholder, or otherwise, and no such Director shall be accountable for any benefits received as Director or member of such Company.

Rotation and retirement of Directors.

ROTATION OF DIRECTORS.

102. At the first ordinary meeting to be held in each year one of the Directors shall retire from office, provided, nevertheless, that an *ex officio* Director shall not retire by rotation under this clause.

Which Directors to retire.

103. At every Ordinary Meeting at which a Director retires by rotation the Director who has been longest in office shall retire. As between two or more who have been in office an equal length of time the Director to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment when he has previously vacated office. A retiring Director shall be eligible for re-election.

Meeting to fill up vacancies.

104. The Company at any Ordinary Meeting at which any Director retires in manner aforesaid shall fill up the vacated office by electing the retiring Director or any other person to be a Director and without notice in that behalf may fill up any other vacancies.

Retiring Directors to remain in office till successors appointed.

105. If at any Ordinary Meeting at which an election of Directors ought to take place the places of the retiring Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up, shall if willing continue in office until the First Ordinary Meeting in the next year and so on from year to year until their places are filled up, unless it shall be determined at such meeting on due notice to reduce the number of Directors.

Power for General Meeting to increase or reduce number of Directors.

106. The Company in General Meeting may, from time to time, increase or reduce the number of Directors, and may alter their qualification and may also determine in what rotation such increased or reduced number is to go out of office.

Power to remove Director by extraordinary resolution.

107. The Company may by extraordinary resolution remove any Director other than *ex officio* Director before the expiration of his period of office, and appoint another qualified person in his stead, but 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.

Directors may fill up casual vacancies.

108. Any casual vacancy occurring among the Directors may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

When candidate for office of Director must give notice.

109. 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 member intending to propose him has not less than fourteen days or more than two months before the meeting left at the office a notice in writing duly signed signifying his candidature for the office or the intention of such member to propose him.

Power to appoint Managing Director.

MANAGING DIRECTORS.

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

What provisions he will be subject to.

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

Remuneration of Managing Director.

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

Powers and duties of Managing Director.

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

PROCEEDINGS OF DIRECTORS.

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

Meetings of Directors and quorum.

115. A Director may at any time convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have a second or casting vote.

Directors may summon meeting. How questions to be decided.

116. If at any meeting of the Directors the *ex officio* Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

Chairman.

117. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under the Articles of the Company for the time being vested in or exercisable by the Directors generally.

Powers of quorum.

118. 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 from time to time be imposed upon it by the Directors.

Power to appoint Committees and to delegate.

119. The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under the last preceding clause.

Proceedings of Committee.

120. The Directors or any Committee may meet at such place as they may determine, whether within or without the Island of Ceylon.

121. All acts done by any meeting of the Directors or by a Committee of Directors or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of 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.

When acts of Directors or Committee valid notwithstanding defective appointment, &c.

MINUTES.

122. The Directors shall cause minutes to be duly entered in books provided for the purpose—

Minutes to be made.

- (a) Of all appointments of officers.
- (b) Of the names of the Directors present at each meeting of the Directors and of any Committee of Directors.
- (c) Of all orders made by the Directors and Committees of Directors.
- (d) Of all resolutions and proceedings of General Meetings and of meetings of the Directors and Committees.

And any such minutes of any meeting of the Directors or of any Committee or of the Company if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as *prima facie* evidence of the matters stated in such minutes.

POWERS OF DIRECTORS.

123. The control of the Company and of the business of the Company shall be vested in the Directors who, in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute law expressly directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of any statute law and of these presents and to any regulations from time to time made by the Company in General Meeting, provided that no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

General power of Company vested in Directors.

124. Without prejudice to the general powers conferred by the last preceding clause, and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say:—

Specific powers given to Directors.

- (1) To pay the costs, charges, and expenses, preliminary and incidental to the promotion, formation, establishment, and registration of the Company.
- (2) To purchase or otherwise acquire for the Company any property, rights, or privileges, which the Company is authorized to acquire at such price and generally on such terms and conditions as they think fit.
- (3) At their discretion to pay for any property, rights, privileges, acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they may think fit.
- (5) To appoint and at their discretion remove or suspend such agents (other than Managing Agents), managers, secretaries, officers, clerks, and servants for permanent, temporary, or special services, as they may from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.
- (6) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes, and to execute and do all such deeds, documents, and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees.

To pay for property in debentures, &c.

To secure contracts by mortgage.

To appoint officers, &c.

To appoint trustees.

- To bring and defend actions, &c. (7) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound, allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.
- To refer to arbitration. (8) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- To give receipts. (9) To make and give receipts, releases, and other discharges for money payable to the Company, and for the claims and demands of the Company.
- (10) To act on behalf of the Company in all matters relating to bankrupts and insolvents.
- To appoint Attorneys. (11) From time to time to provide for the management of the affairs of the Company either in different parts of Ceylon or elsewhere in such manner as they think fit, and in particular to establish branch offices and to appoint any persons to be the Attorneys or Agents of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit.
- To invest moneys. (12) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities (not being shares in this Company) and in such manner as they may think fit, and from time to time to vary or realize such investments.
- To give security by way of indemnity. (13) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants, and provisions as shall be agreed on.
- To give percentages. (14) To give to any person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company.
- To establish reserve fund. (15) Before recommending any dividend to set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for equalizing dividends or for special dividends or for repairing, improving, and maintaining any of the property of the Company and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and to divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company and that without being bound to keep the same separate from the other assets.
- To make by-laws. (16) From time to time to make, vary, and repeal by-laws for the regulation of the business of the Company, its officers, and servants.
- To make contracts, &c. (17) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds, and things in the name and on behalf of the Company, as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
- (18) A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

LOCAL MANAGEMENT.

125. The following provisions shall have effect :—

- Local management. (1) The Directors may from time to time provide for the management of the affairs of the Company outside the Island of Ceylon (or any special locality in Ceylon) in such manner as they shall think fit, and the provisions contained in the next following sub-clause shall be without prejudice to the general powers conferred by this sub-clause.
- Local board. (2) The Directors from time to time and at any time may establish any local boards or agencies for managing any of the affairs of the Company outside the Island of Ceylon or in any specified locality in Ceylon and may appoint any persons to be members of such local board or any managers or agents and may fix their remuneration.
- Delegations. (3) The Directors from time to time and at any time may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors, and may authorize the members for the time being of any such local board or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit; and the Directors may at any time remove any person so appointed and may annul or vary any such delegation.
- Powers of attorney. (4) The Directors may, at any time and from time to time by power of attorney under the seal, appoint any persons to be the attorneys of the Company for such purposes and with such powers, authorities, and discretions not exceeding those vested in or exercisable by the Directors under these presents and for such period and subject to such conditions as the Directors may from time to time think fit; and any such appointment may, if the Directors think fit, be made in favour of the members or any of the members of any local board established as aforesaid or in favour of any Company or of the members, Directors, nominees, or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors, and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Directors think fit.
- Sub-delegation. (5) Any such delegates or attorneys as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.
- Local laws. (6) The Directors may comply with the requirements of any local law which, in their opinion it shall, in the interests of the Company, be necessary or expedient to comply with.

MANAGING AGENTS.

126. (1) The whole of the business of the Company shall be carried on by the Managing Agents subject to such directions as may be given by the Directors, but it shall not be incumbent on the Directors to take any part in the management or control of the said business or to inquire into or exercise any supervision over the conduct of such business by the Managing Agents or the Contracts or Agreements entered into or liabilities incurred by the Managing Agents on behalf of the Company in the course of such business, and the Directors shall incur no responsibility in respect of any acts or omissions of the Managing Agents, or any of the Agents, Managers, or servants employed under them in the conduct of such business.

The Trust of India, Limited, of Simla, shall be the Managing Agents of the Company, and shall continue and be the Managing Agents of the Company (unless and until they shall voluntarily resign that office) for the period of ten years certain and thereafter until they shall be removed by an extraordinary resolution of the Company passed at an Extraordinary General Meeting specially convened for that purpose and of which not less than twelve calendar months notice shall be given and at which persons holding or representing by proxy not less than three-fourths of the issued ordinary share capital of the Company shall be present. The Trust of India has the power of transferring the Managing Agency and all benefits arising therefrom to a Firm of Company, provided such transfer is approved by the Company at a Shareholders' meeting at which a majority of Shareholders present or by proxy are in favour, or if a poll is demanded, by poll.

(2) Unless and until otherwise mutually arranged the Managing Agents shall be entitled to receive by way of remuneration a commission of 10 per cent. on the half-yearly profits of the Company as shown on Revenue Account before any sums are set aside for depreciation, reserve, or other special accounts and an office allowance of Rs. 400 a month. The Company shall also pay all expenses of Colombo Office rent and Colombo Office establishment and other out of pocket expenses incurred by the Managing Agents on behalf of the Company.

(3) The Managing Agents, if willing, may perform any other duties or work for the Company which the Directors may entrust to them in addition to their ordinary duties as Managing Agents, and shall receive such remuneration for the performance of such additional duties or work as may from time to time be agreed upon between them and the Directors, such remuneration being in addition to the remuneration hereinafter provided for.

(4) Subsequent Managing Agents and their remuneration and the terms upon which they shall hold office shall be appointed and determined by the Company in General Meeting, provided, nevertheless, that upon the resignation of any Managing Agents the Directors may appoint Managing Agents in their place and determine the remuneration of such Managing Agents, but any such appointment by the Directors shall not be effective for a longer period than six months unless confirmed within that period by the Company in General Meeting.

127. The Managing Agents shall have power to make, draw, endorse, sign, accept, negotiate, and give all cheques, bills of lading, drafts, orders, bills of exchange, promissory notes, and other negotiable instruments required in the business of the Company, and may also sign and give all receipts, releases, and other discharges for money payable to the Company and for all claims and demands of the Company, and to exercise such of the powers of the Directors as may from time to time be delegated to them with liberty to the Managing Agents either by power of attorney or otherwise to appoint any officer or officers of the Managing Agents to execute and do any act, deed, matter, or thing deemed requisite or expedient in the carrying out of their duties as such Managing Agents.

128. The Directors shall provide for the safe custody of the seal, and the seal shall never be used except by the authority of the Directors or a Committee of the Directors previously given, and two Directors at the least shall sign every instrument to which the seal is affixed, and every such instrument shall be countersigned by or on behalf of the Managing Agents. Provided, nevertheless, that any instrument bearing the seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Directors to issue the same.

Custody of seal.

DIVIDENDS.

129. Subject as aforesaid and to the rights of the holders of shares issued upon special conditions the profits of the Company shall be divisible among the members in proportion to the capital paid up on the shares held by them respectively.

How profits shall be divisible.

130. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment.

Declaration of dividends.

131. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

Restriction on amount of dividend.

132. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

Dividend out of profits only and not to carry interest.

133. The declaration of the Directors as to the amount of the nett profits of the Company shall be conclusive.

What to be deemed nett profits.

134. The Directors may from time to time pay to the members such interim dividends as in their judgments the position of the Company justifies.

Interim dividends.

135. The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists.

Debts may be deducted.

136. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the member, be set off against the call. The making of a call under this clause shall be deemed ordinary business of an Ordinary Meeting which declares a dividend.

Dividend and call together.

137. Any General Meeting may direct payment of any dividend declared at such meeting, or of any interim dividends which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London, or by the distribution of specific assets, and in particular of paid up shares, debentures, or debenture stock of the Company, or of any other company, or in any other form of specie, or in one or more of such ways, and the Directors shall give effect to such direction;

Dividend in specie.

and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

Effect of transfer. 138. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

Retention in certain cases. 139. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member or which any person under that clause is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.

Dividend to joint-holders. 140. Any one of several persons who are registered as the joint-holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

Payment by post. 141. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member 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, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

Unclaimed dividends. 142. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed, and all dividends unclaimed for three years after having been declared may be forfeited by the Directors for the benefit of the Company.

BOOKS AND DOCUMENTS.

Books of accounts to be kept. 143. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place, and of the assets, credits, and liabilities of the Company.

Where to be kept. 144. The books of account shall be kept at the office or at such other place or places as the Directors think fit.

Inspection by members. 145. 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 account books and documents of the Company or any of them shall be open to the inspection of the members, and no member shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorized by the Directors or by a resolution of the Company in General Meeting.

ACCOUNTS AND BALANCE SHEETS.

Annual account and balance sheet. 146. (1) At each Ordinary Meeting the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company made up to a date not more than six months before the meeting from the time when the last preceding account and balance sheet were made up, or in the case of the first account and balance sheet from the incorporation of the Company.

(2) The Auditor's report (to be prepared in accordance with the provisions of clause 152 of the Articles) shall be attached to the balance sheet or there shall be inserted at the foot thereof a reference to the report, and the report shall be read before the Company in General Meeting and shall be open to inspection by any Shareholder.

Annual report of Directors. 147. Every such balance sheet shall be accompanied by a report of the Directors 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 members, and the amount (if any) which they propose to carry to the reserve fund according to the provisions in that behalf hereinbefore contained, and the account, report, and balance sheet shall be signed by at least three Directors.

Copies to be sent to members and deposited at the registered office. 148. A printed copy of such account and balance sheet, together with the reports of the Auditors and Directors, shall, at least seven days previously to the meeting, be sent to the registered address of every member of the Company, and a copy shall also be deposited at the registered office of the Company for the inspection of members of the Company during a period of at least seven days before the meeting.

AUDIT.

Accounts to be audited annually. 149. Once in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more Auditor or Auditors.

Audit provisions. 150. The Company at the first Ordinary Meeting in each year shall appoint an Auditor or Auditors to hold office until the first Ordinary Meeting in the following year, and the following provisions shall have effect, that is to say:—

(1) A Director or officer of the Company shall not be capable of being appointed Auditor of the Company.

(2) A person other than a retiring Auditor shall not be capable of being appointed Auditor at an Ordinary Meeting, unless notice of an intention to nominate that person to the office of Auditor has been given by a Shareholder to the Company not less than fourteen days before the meeting, and the Company shall send a copy of any such notice to the retiring Auditor, and shall give notice thereof to the Shareholders either by advertisement or in any other mode allowed by the Articles not less than seven days before the meeting.

Provided that if after notice of the intention to nominate an Auditor has been so given, an Ordinary Meeting is called for a date fourteen days or less after the notice has been given, the notice, though not given within the time required by this provision shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the Company may instead of being sent or given within the time required by this provision, be sent or given at the same time as the notice of the Ordinary Meeting.

(3) The first Auditors of the Company may be appointed by the Directors before the first Ordinary Meeting, and, if so appointed, shall hold office until such meeting, unless previously removed by a resolution of the Shareholders in General Meeting, in which case the Shareholders at that meeting may appoint Auditors.

(4) The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.

151. The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remuneration of any Auditors appointed before the first Ordinary Meeting or to fill any casual vacancy may be fixed by the Directors.

Remuneration of Auditors.

152. (1) Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company, and shall be entitled to require from the Directors and officers of the Company such information and explanations as may be necessary for the performance of the duties of the Auditors.

Rights and duties of Auditors.

(2) The Auditors shall make a report to the Shareholders on every balance sheet laid before the Company in General Meeting during their tenure of office, and the report shall state :—

(a) Whether or not they have obtained all the information and explanations they have required ; and

(b) Whether in their opinion the balance sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs according to the best of their information and the explanations given to them and as shown by the books of the Company.

153. Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive.

When accounts to be deemed finally settled.

NOTICES.

154. A notice may be served by the Company upon any member, either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such member, at his registered place of address.

How notice to be served on members.

155. Each holder of registered shares shall from time to time notify in writing to the Company some place in the Island of Ceylon to be registered as his address, and such registered place of address shall for all purposes be deemed his place of residence.

Members resident abroad.

156. As regards any member who has not notified in writing to the Company some place in the Island of Ceylon to be registered as his address, a notice posted up in the registered office shall be deemed to be well served on him at the expiration of twenty-four hours from the time when it is so posted up.

Notices where no address.

157. Any notice required to be given by the Company to the members or any of them and not expressly provided for by these presents shall be sufficiently given, if given by advertisement.

When notice may be given by advertisement. How to be advertised.

158. Any notice required to be or which may be given by advertisement shall be advertised once in the *Ceylon Government Gazette*.

Notice to joint-holders.

159. All notices shall with respect to any registered shares to which persons are jointly entitled be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares.

160. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office and a certificate in writing signed by any Director or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof. Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.

When notice by post deemed to be served.

161. Every person who by operation of law, transfer, or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share.

Transferees, &c., bound by prior notices.

162. Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall notwithstanding such member be then deceased and whether or not the Company have notice of his decease be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint-holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators and all persons, if any, jointly interested with him or her in any such share.

Notice valid though member deceased.

163. The signature to any notice to be given by the Company may be written or printed.

How notice to be signed.

164. In the event of a winding up of the Company every member of the Company who is not for the time being in the Island of Ceylon shall be bound within eight weeks after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding up of the Company to serve notice in writing on the Company appointing some householder residing in Colombo upon whom all summonses, notices, process, orders, and judgments in relation to or under the winding up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person, and service upon any such appointee whether appointed by the member or the liquidator shall be deemed to be good personal service on such member for all purposes, and where the liquidator makes any such appointment he shall with all convenient speed give notice thereof to such member by advertisement in some daily newspaper published in Colombo, or by a registered letter sent through the post and addressed to such member at his address as mentioned in the register of members of the Company, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted. The provisions of this clause shall not prejudice the right of the liquidator of the Company to serve any notice or other document in any other manner prescribed by the regulations of the Company.

Service of process in winding up.

SECRECY CLAUSES.

165. Every Director, manager, auditor, trustee, member of a committee, officer, servant, agent, accountant, or other person employed in the business of the Company shall, if so required by the Directors or managing agents, before entering upon his duties, sign a declaration pledging

Secrecy clause.

himself to observe a strict secrecy respecting all transactions of the Company with the customers, and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties, except when required so to do by the Directors, or by any meeting, or by a court of law, or by the person to whom such matters relate, and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

Member not entitled to information.

166. No member shall be entitled to enter upon the property of the Company, or to require, discovery of, or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company, and which in the opinion of the Directors, it will be inexpedient in the interest of the members of the Company to communicate to the public.

WINDING UP.

Distribution of assets.

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

Distribution of assets in specie.

168. (1) If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of an extraordinary resolution, divide among the contributories in specie or kind 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 or any of them as the liquidators, with the like sanction, shall think fit.

(2) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association), and in particular any class may be given preferential or special rights or may be excluded altogether or in part; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a special resolution.

(3) In case any of the shares to be divided as aforesaid involve a liability to calls or otherwise, any person entitled under such division to any of the said shares may within ten days after the passing of the extraordinary resolution by notice in writing direct the liquidator to sell his proportion and pay him the nett proceeds, and the liquidator shall, if practicable, act accordingly.

INDEMNITY.

Indemnity.

169. Every Director, Managing Agent, 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.

Individual responsibility of Directors.

170. No Director, manager, or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors 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 loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

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.

CHAS. F. TREEBY,
E. R. WILLIAMS,
H. CREASY,
SYDNEY JULIUS,
G. A. MONCRIEFF,
R. S. WRIGHT.

Witness to the above six signatures, at Colombo, this 6th day of December, 1918:

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

E. MASTERS.

Witness to the above signature, at Colombo, this 7th day of December, 1918.

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

MEMORANDUM OF ASSOCIATION OF THE BAMBARAGALLA RUBBER ESTATES, LIMITED.

The name of the Company is "THE BAMBARAGALLA RUBBER ESTATES, LIMITED."

The registered office of the Company is to be established in Colombo.

The objects for which the Company is to be established are—

- (1) To purchase all that estate called Bambaragalla, situated near Yatiyantota, in the Kelani Valley District of the Island of Ceylon.
- (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any other lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, or any shares thereof, 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 tug owners 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 establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, coconuts, tea, coffee, cacao, and other products, articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (13) 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.
- (14) To engage, appoint, employ, maintain, provide for, 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.
- (15) 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.
- (16) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

- (17) 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.
- (18) 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.
- (19) 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.
- (20) 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.
- (21) 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.
- (22) 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.
- (23) 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.
- (24) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) 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.
- (29) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and 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.
- (30) 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.
- (31) 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 One hundred and Fifty thousand Rupees (Rs. 150,000), divided into Fifteen thousand 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:—

Name and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
H. L. MURRAY, Eila, Yatiyantota .. .. .	.. One
Witness : J. SHIVES SCOTT, Polatagama, Yatiyantota (Planter).	
J. C. MITCHELL, Panawatta, Yatiyantota .. .. .	.. One
Witness : J. SHIVES SCOTT, Polatagama, Yatiyantota (Planter).	
T. CLARK MUNRO, Dunedin, Yatiyantota .. .. .	.. One
Witness : J. SHIVES SCOTT, Polatagama, Yatiyantota (Planter).	
M. J. PAINE, Degalessa, Yatiyantota .. .. .	.. One
Witness : J. SHIVES SCOTT, Polatagama, Yatiyantota (Planter).	
D. ARSCOTT MILES, Elkadua Group, Elkadua .. .. .	.. One
Witness : C. F. F. DEARMARATNE, Elkadua (Clerk).	
H. E. MURRAY, Elkadua .. .. .	.. One
Witness : NIGEL I. LEE, Proctor, Kandy.	
F. JAS. HAWKES .. .. .	.. One
Witness : F. H. LAYARD, Colombo (Merchant).	

ARTICLES OF ASSOCIATION OF THE BAMBARAGALLA 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 Bambaragalla 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.

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 One hundred and Fifty thousand Rupees (Rs. 150,000), divided into Fifteen Thousand (15,000) shares of Ten Rupees (Rs. 10) each.

8. *Authorized capital.*—The Company may call up the balance of the authorized capital whenever the Directors shall think fit, and may make arrangements on the issue of shares for a difference being made in the case of the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

SHARES.

9. *Allotment and issue.*—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 always 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 provided also that the Directors may make arrangements on an issue of shares for the difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

10. *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.

11. *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.

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

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

14. *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.

15. *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.

16. *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.

17. *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.

18. *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.

19. *Increase of capital by a 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.

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. Provided also that the Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

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, holding, voting, transfer, transmission, forfeiture, lien, surrender, and otherwise.

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

30. *Register of transfer.*—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 shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

47. *Lien how made available.*—Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators, or the assignee or trustee in his

bankruptcy, requiring him or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

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

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 AND DEFERRED SHARES.

51. *Preference and deferred shares.*—Any shares from time to time to be issued 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 General Meeting of the Company resolving on the creation thereof, or any General Meeting of 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 may by an extraordinary resolution passed at a meeting of such holders consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting such 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 Twenty Thousand Rupees (Rs. 20,000). 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 the 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 in 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 Bambaragalla 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 Two thousand Rupees (Rs. 2,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Frederick James Hawkes, of Colombo; Harry Leonard Murray, of Rika Estate, Yatiyantota; and John Courtenay Mitchell, of Panawatte estate, Yatiyantota, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third, and Fourth 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 the said Bambaragalla estate.

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

108. *To acquire property, to appoint officers, and pay expenses.*—The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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.

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. 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. *Notice 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.

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

H. L. MURRAY, Eila, Yatiyantota

Witness: J. SHIVES SCOTT, Polatagama, Yatiyantota (Planter)

J. C. MITCHELL, Panawatte, Yatiyantota

Witness: J. SHIVES SCOTT, Polatagama, Yatiyantota (Planter)

T. CLARK MUNRO, Dunedin, Yatiyantota

Witness: J. SHIVES SCOTT, Polatagama, Yatiyantota (Planter)

M. J. PAINE, Degalessa, Yatiyantota

Witness: J. SHIVES SCOTT, Polatagama, Yatiyantota (Planter)

D. ARSCOTT MILES, Elkadua Group, Elkadua.

Witness: C. F. F. DHARMARATNE, Elkadua (Clerk), at Elkadua, November 26, 1918.

H. E. MURRAY, Elkadua.

Witness: NIGEL I. LEE, Proctor, Kandy, at Kandy, November 28, 1918.

F. JAS. HAWKES.

Witness: J. G. Moore, Gordon Frazer & Co., Ltd., Colombo, at Colombo, November 29, 1918.

At Eila Estate, Yatiyantota, November 23, 1918.

MEMORANDUM OF ASSOCIATION OF SOUTHERN INVESTMENTS CORPORATION, LIMITED.

1. The name of the Company is "SOUTHERN INVESTMENTS CORPORATION, LIMITED."

2. The principal office will be situate in Colombo.

3. The objects for which the Company is established are—

(1) To carry on the business of oil, soap, margarine, and manure manufacturers, and to prepare, refine, buy, sell, and deal in oil, both vegetable and mineral, manures and chemical substances of every description, and the products obtained in the manufacture of oil, and to buy, sell, cultivate, and deal in oleaginous seeds and plants of every description.

(2) To carry on the trade or business of miners, refiners, smelters, and manufacturers of petroleum and coconut oil and of all liquid and solid hydro-carbons and of all products thereof respectively, and also the trade or business of coal miners in all their respective branches.

(3) To search for, get, work, raise, make merchantable, sell, and deal in petroleum and coconut oil and all liquid and solid hydro-carbons, coal, and other produce of any lands for the time being belonging to or in occupation by the Company, and also to utilize for manufacturing, refining, or other purposes, or to sell or deal in all products of the said oils and other hydro-carbons and coal.

(4) To carry on the business of general merchants and dealers of and in foreign and colonial produce and of commission and general agents and brokers.

(5) To carry on all or any of the business of importers, exporters, refrigerators, shipowners, shipbuilders, charterers of ships and other vessels, warehousemen, ship and insurance brokers, carriers, forwarding agents, wharfingers, dockowners, manufacturers of extract of meat, and preservers and packers of provisions of all kinds.

(6) To carry on business as farmers, graziers, cultivators, storekeepers, cattle breeders, stockmen, dealers in hides, skins, fats, and other animal products, mechanical engineers, builders and contractors, timber growers, timber merchants, lumbermen, and saw mill proprietors.

(7) To make, build, construct, provide, maintain, improve, carry on, use, and work in any parts of the world, roads, ways, railways, tramways, electric light, canals, reservoirs, waterworks, wells, aqueducts, water-courses, furnaces, gasworks, piers, wharves, docks, saw and other mills, hydraulic works, factories, warehouses, and other works and buildings which may be deemed expedient for the purposes of the Company, and to contribute to the cost of making, building, constructing, providing, carrying on, using, and working the same.

(8) To purchase, charter, hire, build, or otherwise acquire steam or other ship, ships or vessels, steam launches, flats, barges, cargo boats, with all equipments and furniture, and to employ the same in the conveyance of passengers, mails, live stock, grain, and other produce and treasure, and also of goods and merchandise of every description and species, on the rivers or canals of the Island of Ceylon, 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 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.

(9) To manufacture, import, export, buy, sell, exchange, alter, improve, manipulate, prepare for market, and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, substances, materials, and things necessary or convenient for carrying on any of the above-mentioned businesses or proceedings, or usually dealt in by persons engaged in the like business.

(10) To carry on the business of underwriters or insurers of ships, goods, merchandise or other property.

(11) To apply for or acquire by purchase or lease or otherwise for the business of the Company in any parts of the world, sell, work, develop, and deal in any lands, estates, plantations, or any rights or interests therein, factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes, or other things, British, Indian, Colonial, or foreign licenses, concessions, and the like, conferring any exclusive or non-exclusive, or united right to use any secret or other 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, or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.

(12) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.

(13) To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any company constituted or carrying on business in the Island of Ceylon or elsewhere, and debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any Government, public body, or authority, supreme, municipal, local, or otherwise, and whether in Ceylon or elsewhere.

(14) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations, or securities by original subscription, tender, purchase, exchange, or otherwise, and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.

(15) To issue debentures, debenture stock, bonds, obligations, and securities of all kinds, and to frame, constitute, and secure the same as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable and either redeemable or otherwise, and to charge and secure the same by trust deed or otherwise on the undertaking of the Company or on any specific property or rights, present or future, of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.

(16) To facilitate and encourage the creation, issue, or conversion of shares, stocks, debentures, debenture stock, bonds, obligations, and securities, and to act as trustees in connection therewith, and to take part in the conversion of business concerns and undertakings into companies, and the amalgamation, reconstruction, and promotion of companies.

(17) To take part in the management, supervision, or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, accountants, or other experts, or agents, and to act as the managing agents or managers of any company or undertaking.

(18) To carry on the business of borrowing, raising, or taking up money, the lending or advancing money on securities and property, the discounting, buying, selling, and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip, and other instruments and securities, whether transferable or negotiable or not, the granting and issuing of letters of credit and circular notes, the buying, selling, and dealing in bullion and specie, the acquiring, holding, issuing on commission, underwriting, and dealing with stocks, funds, shares, debentures, debenture stocks, bonds, obligations, and other securities.

- (19) To carry on any other business, which may seem to the Company capable of being conveniently carried on in connection with any of the above or calculated, directly or indirectly to enhance the value of, or render profitable, and of the Company's property or rights.
- (20) To lend money either with or without security, and generally to such persons and on such terms and conditions as the Company may think fit.
- (21) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings, and generally of any assets, property, or rights.
- (22) To constitute any trusts with a view to the issue of preferred, deferred, or other stocks and securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust, and to settle and regulate and, if thought fit, to undertake and execute any such trusts, and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
- (23) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, and improvement, development, and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business whether in respect of agricultural, commercial, or financial matters.
- (24) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations, or securities.
- (25) Generally to carry on business as financiers, and to undertake and carry out all such operations and transactions (except the issuing of policies of assurance on human life) as an individual capitalist may lawfully undertake and carry out.
- (26) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards, and donations.
- (27) To establish and support, or aid in the establishment and support, of associations, institutions, funds, trusts, and conveniences calculated to benefit employes or ex-employes of the Company or its predecessors in business or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (28) To acquire and undertake all or any part of the business, property, and liabilities of any person or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
- (29) To enter into any arrangement with any Government, or authority, supreme, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority all rights, concessions, and privileges which the Company may think it desirable to obtain and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (30) To enter into partnership or into any arrangement for sharing profits or losses, or into any union of interests, joint adventure, reciprocal concession, or corporation with any person or persons or company or companies carrying on or engaged in or about to carry on or engage in, or being authorized to carry on or engage in any business or transaction which this Company is authorized to carry on or engaged in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (31) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any immovable or movable property, and any rights or privileges 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.
- (32) To sell or dispose of 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.
- (33) To promote any 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.
- (34) 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.
To purchase or acquire any shares or debentures in any registered limited liability Company or Syndicate.
- (35) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem, and pay off any such securities.
- (36) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (37) To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
- (38) To draw, make, accept, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments or securities.
- (39) To remunerate any persons or company for services rendered or to be rendered in placing or assisting to place, or guaranteeing the placing of any shares in the Company's capital, or any debentures, debenture stocks, or other securities of the Company or in or about the formation or promotion of the Company or the acquisition of property by the Company or the conduct of its business.
- (40) To do all or any of the above things either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.

And it is hereby declared that the word "Company," save when used in reference to this Company, in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and the intention is that the objects specified in any paragraph of this clause shall, except when otherwise expressed in such paragraph, and except as provided in the next succeeding declaration, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph.

And it is also declared that no transfer of shares in the Company shall be made to a "prohibited person" or "foreigner" or "corporation under foreign control" within the meaning of Chapter VI. of the Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917, or to any person acting for or on behalf—or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control," and it is further declared that the carrying on of the business of the Company subject to the said restriction as to transfers is one of the objects of the Company.

4. The liability of the members is limited.

5. The capital of the Company is Rs. 2,000,000, divided into 200,000 ordinary shares of Rs. 10 each.

Upon any increase of capital new shares may be issued with any preferential, deferred, qualified, or special rights, privileges, or conditions. Provided always that the rights attached to any share having preferential, deferred, qualified, or special rights, privileges, or conditions attached thereto may be altered or dealt with in accordance with Clause 57 of the Articles of Association of the Company, but not 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 respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Name and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
FRED. W. WALDOCK, Colombo	One
E. MASTERS, Colombo	One
Witness to the above two signatures, at Colombo, this 4th day of January, 1919 :	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
R. S. WRIGHT, Colombo	One
CHAS. F. TREEBY, Colombo	One
SYDNEY JULIUS, Colombo	One
H. CREASY, Colombo	One
E. R. WILLIAMS, Colombo	One
Total Shares taken ..	Seven

Witness to the above five signatures, at Colombo, this 6th day of January, 1919 :

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

ARTICLES OF ASSOCIATION OF SOUTHERN INVESTMENTS CORPORATION, LIMITED.

1. The marginal notes hereto shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith— Interpretation

"The Ordinance" means "The Joint Stock Companies Ordinances, 1861 to 1909," and every other Ordinance for the time being in force concerning Joint Stock Companies and affecting the Company.

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

"The Directors" means the Directors for the time being.

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

"The Register" means the register of members to be kept pursuant to section 19 of "The Joint Stock Companies Ordinance, 1861."

"Dividend" includes bonus.

"Month" means calendar month.

"Proxy" includes attorney duly constituted under a power of attorney.

"In writing" and "written" include printing, lithography, and other modes of representing or reproducing words in a visible form.

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

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

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

3. None of the funds of the Company shall be employed in the purchase of, or lent on the security of, shares of the Company. Company's shares not to be purchased, &c

4. Subject to the provisions of clauses 5, 49, and 50 of these Articles the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times, as the Directors think fit (subject, nevertheless, to the stipulations contained in the said agreement with reference to the shares to be allotted in pursuance thereof), and with full power to give to any person the call of any shares either at par or at a premium, and for such time, and for such consideration as the Directors think fit. Allotment of shares.

5. If the Company shall offer any of its shares to the public for subscription—

(a) The Directors shall not make any allotment thereof unless and until at least 10 per cent. of the shares so offered shall have been subscribed and the sums payable on application shall have been paid to and received by the Company; but this provision shall no longer apply after the first allotment of shares offered to the public for subscription;

(b) The amount payable on application on each share shall not be less than 5 per cent. of the nominal amount of the share. Restriction on allotments.

And if the Company shall propose to commence business the Directors shall not make any allotment of shares payable in cash unless one hundred at least shall have been subscribed for on a cash footing.

Commissions for placing shares.

6. The Company may at any time pay a commission to any person for 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, and the commission shall not exceed 10 per cent. on the shares in each case subscribed or to be subscribed.

Brokerage.

7. The Company may pay a reasonable sum for brokerage and may make any allotment on the terms that the person to whom such allotment is made shall have the right to call for further shares at such time or times and at such price or prices (not being less than par) as may be thought fit.

Shares may be issued subject to different conditions as to calls, &c.

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

Instalments on shares to be duly paid.

9. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being shall be the registered holder of the share.

Liability of joint-holders of shares.

10. 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.

Trusts not recognized.

11. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction, or as by statute required be bound to recognize any equitable or other claim to or interest in such share on the part of any other person.

CERTIFICATES.

Certificates.

12. The certificates of title to shares and duplicates thereof when necessary shall be issued under the seal of the Company, and signed by two Directors.

Members' right to certificates.

13. Every member 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 of shares shall specify the number and denoting numbers of the shares in respect of which it is issued, and the amount paid up thereon.

As to issue of new certificate in place of one defaced, lost, or destroyed.

14. 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 party entitled to such lost or destroyed certificate.

Fee.

15. For every certificate issued under the last preceding clause there shall be paid to the Company the sum of Rs. 2, or such smaller sum as the Directors may determine.

Directors may issue new certificates.

16. Where any shares, under the powers in that behalf herein contained, are sold by the Directors and the certificate thereof has not been delivered up to the Company by the former holder of the said shares, the Directors may issue a new certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered up.

To which of joint-holders certificate to be issued.

17. The certificates of shares registered in the names of two or more persons shall be delivered to the person first named on the register.

CALLS.

Calls.

18. The Directors may from time to time make such calls as they think fit upon the members, in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times; and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

When call deemed to have been made.

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

Restriction on power to make calls.

20. No call shall exceed one-fourth of the nominal amount of a share, or be made payable within two months after the last preceding call was payable.

Notice of call.

21. Fourteen days' notice of any call shall be given, specifying the time and place of payment and to whom such call shall be paid.

When interest on call or instalment payable.

22. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalment shall be due, shall pay interest for the same at the rate of 9 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment, or at such other rate as the Directors may determine.

Evidence in action or call.

23. On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the register as the holder or one of the holders of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member sued in pursuance of these presents, and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

Payment of calls in advance.

24. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the money so paid in advance, or so much thereof, as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding 6 per cent. per annum as the member paying such sum in advance and the Directors agree upon. Money so paid in excess of the amount of calls shall not rank for dividends.

FORFEITURE AND LIEN.

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

If call or instalment not paid notice may be given.

26. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on, and 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 call was made or instalment is payable will be liable to be forfeited.

Form of notice.

27. If the requisitions of any such notice as aforesaid are 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, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

If notice not complied with shares may be forfeited.

28. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the register.

Notice after forfeiture.

29. Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, and otherwise dispose of the same in such manner as they think fit.

Forfeited share to become property of Company.

30. The Directors may at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

Power to annul forfeiture.

31. Any member whose shares have been 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.

Arrears to be paid notwithstanding forfeiture.

32. The 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 all other rights incident to the share, except only such of those rights as by these Articles are expressly saved.

Effect of forfeiture.

33. A duly verified declaration in writing that the declarant is a Director of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration, and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares, and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see to the application of the purchase money, nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale, or disposition.

Evidence of forfeiture.

34. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof for his debts, liabilities, and engagements, solely or jointly with any other person to, or with the Company whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not and no equitable interest in any share shall be created, except upon the footing and condition that clause 11 hereof is to have full effect. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

Company's lien on shares.

35. For the purpose of enforcing such lien, the Directors may sell the share subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after such notice.

As to enforcing lien by sale.

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

Application of proceeds of sale

37. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Validity of sales under clauses 30 and 36.

TRANSFER AND TRANSMISSION.

38. The instrument of transfer of any share shall be signed both by the transferor and transferee and shall contain the name and address, both of 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. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address and occupation.

Execution of transfer, &c.

39. The instrument of transfer of any share shall be in writing in the usual common form, or in the following form, or as near thereto as circumstances will admit:—

Form of transfer.

I, A.B., of ———, in consideration of the sum of Rs. ——— 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 "SOUTHERN INVESTMENTS CORPORATION, LIMITED," to hold unto the said transferee, his executors, administrators, and assigns, subject to the several conditions on which I held the same immediately before the execution hereof, 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 ———.

Witness to the signature of, &c. ———.

Directors may decline to register transfer. No transfer to infant, &c.

40. The Directors, without assigning any reason for such refusal, may decline to register any transfer of shares.

Transfer to be left at office and evidence of title given.

41. No transfer shall be made to an infant or person of unsound mind, or to a "prohibited person" or "foreigner" or "corporation under foreign control" within the meaning of Chapter VI. of the Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917, or to any person acting for or on behalf of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control."

When transfers to be retained.

42. Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares and upon payment of the proper fee the transferee shall (subject to the Directors' right to decline to register hereinbefore mentioned) be registered as a member in respect of such shares. The Directors may waive the production of any certificate upon evidence satisfactory to them of its loss or destruction.

Fee on transfer.

43. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.

When transfer books and register may be closed.

44. A fee not exceeding Two Rupees and Fifty Cents may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

Transmission of registered shares. As to survivorship.

45. The transfer books and register of members may be closed during such time as the Directors think fit, not exceeding in the whole twenty-one days in each year.

As to transfer of shares of deceased or bankrupt members. (Transmission clause.)

46. The executors or administrators of a deceased member (not being one of several joint-holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint-holders of any registered shares, the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. Before recognizing any executor or administrator the Directors may require him to obtain a grant of probate or letters of administration, as the case may be, from some competent court in the Island of Ceylon, having effect in Colombo.

47. Any person becoming entitled to or to transfer shares in consequence of the death or 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 transfer hereinbefore contained, transfer such shares. This clause is hereinafter referred to as "the transmission clause."

INCREASE AND REDUCTION OF CAPITAL.

Power to increase capital.

48. The Company in General Meeting may from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient.

On what conditions new shares may be issued. As to preferences, &c.

49. The new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto as the resolution creating the same shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting.

When to be offered to existing members.

50. The Company in General Meeting may, before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance and either at par or at a premium to all the then members or any class thereof in proportion to the amount of the capital held by them, or make any other provisions as to the issue and allotment of the new shares, but in default of any such determination or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original ordinary capital.

How far new shares to rank with shares in original capital.

51. 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 ordinary capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, and otherwise.

Inequality in number of new shares.

52. If owing to any inequality in the number of new shares to be issued, and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares or any of them amongst the members, such difficulty shall, in the absence of any direction in the resolution creating the shares or by the Company in General Meeting, be determined by the Directors.

Reduction of capital, &c.

53. The Company may (subject to the provisions of the Ordinance) from time to time by special resolution reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on the shares or otherwise as may seem expedient, and capital may be paid off upon the footing that it may be called up again or otherwise; and paid-up capital may be cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount.

SUBDIVISION AND CONSOLIDATION OF SHARES.

Subdivision into preferred and ordinary.

54. The Company may, by special resolution, subdivide or consolidate its shares or any of them.

55. The special resolution whereby any share is subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting, or otherwise over or as compared with the others or other (subject, nevertheless, to the provisions of the Ordinance).

SURRENDER OF SHARES.

Surrender of shares.

56. The Directors may accept the surrender of any shares by way of compromise of any question as to the holder being properly registered in respect thereof.

MODIFICATION OF RIGHTS.

57. Whenever the capital by reason of the issue of preference shares or otherwise is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified, commuted, affected, abrogated, or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths in nominal value of the issued shares of the class, or is confirmed by an extraordinary resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall, *mutatis mutandis*, apply to every such meeting, but so that the quorum thereof shall be members holding or representing by proxy one-fifth of the nominal amount of the issued shares of the class. This clause is not to derogate from any power the Company would have had if this clause were omitted.

Power to modify rights.

BORROWING POWERS.

58. The Directors may from time to time at their discretion raise or borrow or secure the payment of 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 raised, borrowed, or secured shall not, without the sanction of a General Meeting, exceed the paid-up share capital of the Company, in addition to the ordinary current obligations of the Company. Nevertheless, no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

Power to borrow.

59. The Directors may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company, both present and future, including its uncalled capital for the time being.

Conditions on which money may be borrowed.

60. Debentures, debenture stock, and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Securities may be assignable free from equities.

61. 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.

Issue at discount, &c., or with special privileges.

62. Every register of holders of debentures of the Company may be closed for any periods not exceeding in the whole thirty days in any year. Subject as aforesaid every such register shall be open to the inspection of the registered holder of any such debentures and of any member; but the Company may in General Meeting impose any reasonable restrictions so that at least two hours in each day, when such register is open, are appointed for inspection.

Register of holders of debentures.

63. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may, by instrument under the Company's seal, authorize the person in whose favour such mortgage or security is executed, or any other person in trust for him, to make calls on the members in respect of such uncalled capital, and the provisions hereinbefore contained in regard to calls shall, *mutatis mutandis*, apply to calls made under such authority, and such authority may be made exercisable either conditionally or unconditionally, and either presently or contingently, and either to the exclusion of the Directors power or otherwise and shall be assignable if expressed so to be.

Mortgage of uncalled capital.

GENERAL MEETING.

64. The First General Meeting of the Company shall be held at such time (subject to the provisions of the Ordinance) and at such place as the Directors may determine. Subsequent General Meetings shall be held once in every year at such time and place as the Directors may determine.

When General Meetings to be held.

65. 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.

Distinction between Ordinary and Extraordinary Meetings.

66. Any General Meeting may be held elsewhere than in Ceylon.

General Meetings may be held outside Ceylon.

67. The Directors may, whenever they think fit, and they shall, on the requisition of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting of the Company, and in the case of such requisition the following provisions shall have effect:—

When Extraordinary Meeting to be called. Requisition.

(1) The requisition must state the objects of the meeting, and must be signed by the requisitionists and deposited at the office, and may consist of several documents in like form, each signed by one or more requisitionists.

(2) If the Directors of the Company do not proceed to convene a meeting within twenty-one days from the date of the requisition being so deposited, the requisitionists or a majority of them in value may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit.

(3) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and, if thought fit, of confirming it as a special resolution, and if the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists or a majority of them in value may themselves convene the meeting.

(4) Any meeting convened under this clause by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

68. Seven clear days' notice to the members specifying the place, day, and hour of meeting, and in case of special business the general nature of such business, shall be given either by advertisement or by notice sent by post or otherwise served as hereinafter provided, and with the consent in writing of all the members a meeting may be convened by a shorter notice and in any manner they think fit.

Notice of meeting.

69. Where 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.

Two meetings convened by one notice.

70. The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting.

As to omission to give notice.

PROCEEDINGS AT GENERAL MEETINGS.

Business of Ordinary Meeting.

71. The business of an Ordinary Meeting other than the first meeting shall be to receive and consider the profit and loss account, the balance sheet, and the reports of the Directors and of the Auditors, to elect Directors, Auditors, and other officers in the place of those retiring by rotation or otherwise, to declare dividends, 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.

Quorum.

72. Two members holding ordinary shares present in person or by proxy shall be a quorum for a General Meeting for the choice of a Chairman, the declaration of a dividend, and the adjournment of the meeting. For all other purposes the quorum for a General Meeting shall be members holding ordinary shares present in person or by proxy not being less than three in number.

Quorum to be present when business commenced.

73. No business shall be transacted at any General Meeting unless the quorum requisite shall be present at the commencement of the business.

Chairman of General Meeting.

74. The Chairman of the Directors shall be entitled to take the Chair at every General Meeting, or if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the members present shall choose another Director as Chairman, and if no Director be present, or if all the Directors present decline to take the Chair, then the members present shall choose one of their number to be Chairman.

When if quorum not present meeting to be dissolved and when to be adjourned.

75. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid, 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 members who are present shall be a quorum, and may transact the business for which the meeting was called.

How questions to be decided at meetings.

76. Every question submitted to a meeting shall be decided in the first instance by a show of hands, and in the case of an equality of votes the Chairman shall, both on a show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

Casting vote. What is to be evidence of the passing of a resolution where poll not demanded.

77. At any General Meeting, unless a poll is demanded by the Chairman or by at least five members or by a member or members holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the capital represented at the meeting, a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost 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 fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

Poll.

78. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise, 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 may be withdrawn.

Power to adjourn General Meeting.

79. The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same 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.

In what cases poll taken without adjournment. Business may proceed notwithstanding demand of poll.

80. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.

81. 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.

VOTES OF MEMBERS.

Votes of members.

82. On a show of hands every member holding ordinary shares present in person or by proxy shall have one vote, and upon a poll every member present in person or by proxy shall have one vote for every ordinary share held by him. The preference shares shall not confer on the holder thereof the right to vote at any General Meeting.

Votes in respect of shares of deceased and insolvent members.

83. Any person entitled under the transmission clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Joint-holders.

84. 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.

Proxies permitted.

85. Votes may be given either personally or by proxy.

Instrument appointing proxy to be in writing. Proxies may be general or special.

86. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney, or if such appointor is a corporation under its common seal or the hand of its attorney. A proxy who is appointed for a specified meeting only shall be called a special proxy. Any other proxy shall be called a general proxy. No person shall be appointed a special proxy who is not a member of the Company and qualified to vote.

Instrument appointing a proxy to be deposited at the office.

87. The instrument appointing a proxy and the power of attorney (if any) under which it is signed shall be deposited at the office not less than forty-eight hours before the time for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote, but no instrument appointing a special proxy shall be valid after the expiration of twelve months from the date of its execution, should the power of attorney above referred to have been registered in the Company's book it need not be again deposited.

88. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death of the principal, or revocation of the instrument 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. Provided nevertheless, that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.

When vote by proxy valid though authority revoked.

89. Every instrument appointing a special proxy shall, as nearly as circumstances will admit, be in the form or to the effect following, and shall be retained by the Company :—

Form of instrument appointing a special proxy.

Southern Investments Corporation, Limited.

I, _____, of _____, being a member of "SOUTHERN INVESTMENTS CORPORATION, LIMITED," hereby appoint _____, of _____ (or failing him, _____ of _____, or failing him _____, of _____), 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 _____ and at any adjournment thereof.

As witness my hand this _____ day of _____.

Signed by the said _____ in the presence of _____.

90. No member shall be entitled to be present or to vote on any question either personally or by proxy or as proxy for another member at any General Meeting or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member; and no member shall be entitled to be present or to vote in respect of any share that he has acquired by transfer at any meeting unless he has been the registered holder of the share in respect of which he claims to vote for at least three months previously to the time fixed for holding the meeting at which he proposes to vote or if such meeting be an adjourned meeting to the time originally fixed for holding the same, but this regulation shall not affect shares acquired under a testamentary disposition or by succession to an intestate estate or under a bankruptcy or insolvency or liquidation.

Restrictions on voting.

91. Any resolution passed by the Directors notice whereof shall be given to the members in the manner in which notices are hereinafter directed to be given and which shall within one month after it shall have been so passed be ratified and confirmed in writing by members entitled at a poll to three-fifths of the votes, shall be as valid and effectual as a resolution of a General Meeting, but this clause shall not apply to a resolution for winding up the Company or to a resolution passed in respect of any matter which by the statutes or these presents ought to be dealt with by special or extraordinary resolution.

Resolution in writing of Directors in certain cases to be equivalent to resolution of General Meeting.

DIRECTORS.

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

Number of Directors.

93. The persons hereinafter named shall be first Directors, that is to say, G. A. Moncrieff, R. S. Wright, and C. F. Treeby.

First Directors.

94. The Directors shall have power at any time and from time to time to appoint any qualified person as a Director 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. But any Directors so appointed shall hold office only until the next following Ordinary General Meeting of the Company and shall then be eligible for re-election.

Power of Directors to add to their number.

95. The qualification of a Director shall be the holding of shares in the Company of the nominal value of Rupees Fifty.

Qualification of Directors.

96. A first Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment and unless he shall do so he shall be deemed to have agreed to take the said shares from the Company and the same shall be forthwith allotted to him accordingly.

First Directors' qualifications.

97. As a remuneration for their services the Directors shall be paid a sum of Rupees Ten (Rs. 10) per mensem each, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

98. The continuing Directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum above fixed the Directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.

Directors may act notwithstanding vacancy.

99. The office of a Director shall *ipso facto* be vacated :—

When office of Director is vacated.

(a) If he accepts or holds any other office or place of profit under the Company (except that of Manager), but the position of trustee of a deed for securing debentures or debenture stock of the Company or of solicitor or banker for the Company is not to be considered an office or place of profit.

(b) If he becomes bankrupt or insolvent, or suspends payment, or compounds with his creditors.

(c) If he is found lunatic or becomes of unsound mind.

(d) If he ceases to hold the required amount of shares to qualify him for office, but this proviso shall not be deemed to affect the provisions of clause 95 of these Articles.

(e) If he is absent from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors and he is removed from office by a resolution of the Board.

(f) If he commits any offence punishable under the Ceylon or Indian Penal Code and being under the provisions of the Criminal Procedure Code non-bailable.

(g) If by notice in writing to the Company he resigns his office.

(h) If he is requested in writing by all his co-Directors to resign or is removed from office by an extraordinary resolution of the Company.

Directors may contract with Company.

100. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or any contract or agreement entered into by or on behalf of the Company in which any Director shall be concerned or interested be avoided, nor shall any Director so contracting or being so concerned or interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest, and that no Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted; but this provision shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity against any loss which they or any of them may suffer by reason of becoming or being sureties for the Company. A general notice that a Director is a member of any specified firm or Company and is to be regarded as interested in any subsequent transaction with such firm or Company shall as regards any such transaction be sufficient disclosure under this clause, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or Company.

When Director of this Company appointed Director of a subsidiary company.

101. A Director of this Company may be or become a Director of any Company promoted by this Company or in which it may be interested as a vendor, Shareholder, or otherwise, and no such Director shall be accountable for any benefits received as Director or member of such Company.

ROTATION OF DIRECTORS.

Rotation and retirement of Directors.

102. At the first ordinary meeting to be held in each year one of the Directors shall retire from office.

Which Directors to retire.

103. At every Ordinary Meeting at which a Director retires by rotation the Director who has been longest in office shall retire. As between two or more who have been in office an equal length of time the Director to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment when he has previously vacated office. A retiring Director shall be eligible for re-election.

Meeting to fill up vacancies.

104. The Company at any Ordinary Meeting at which any Director retires in manner aforesaid shall fill up the vacated office by electing the retiring Director or any other person to be a Director and without notice in that behalf may fill up any other vacancies.

Retiring Directors to remain in office till successors appointed.

105. If at any Ordinary Meeting at which an election of Directors ought to take place the places of the retiring Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up, shall if willing continue in office until the First Ordinary Meeting in the next year and so on from year to year until their places are filled up, unless it shall be determined at such meeting on due notice to reduce the number of Directors.

Power for General Meeting to increase or reduce number of Directors.

106. The Company in General Meeting may, from time to time, increase or reduce the number of Directors, and may alter their qualification and may also determine in what rotation such increased or reduced number is to go out of office.

Power to remove Director by extraordinary resolution.

107. The Company may by extraordinary resolution remove any Director before the expiration of his period of office, and appoint another qualified person in his stead, but 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.

Directors may fill up casual vacancies.

108. Any casual vacancy occurring among the Directors may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

When candidate for office of Director must give notice.

109. 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 member intending to propose him has not less than fourteen days or more than two months before the meeting left at the office a notice in writing duly signed signifying his candidature for the office or the intention of such member to propose him.

MANAGING DIRECTORS.

Power to appoint Managing Director.

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

What provisions he will be subject to.

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

Remuneration of Managing Director

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

Powers and duties of Managing Director.

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

PROCEEDINGS OF DIRECTORS.

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

Meetings of Directors and quorum.

115. A Director may at any time convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have a second or casting vote.

Directors may summon meeting. How questions to be decided.

116. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

Chairman.

117. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under the Articles of the Company for the time being vested in or exercisable by the Directors generally.

Powers of quorum.

118. 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 from time to time be imposed upon it by the Directors.

Power to appoint Committees and to delegate.

119. The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under the last preceding clause.

Proceedings of Committee.

120. The Directors or any Committee may meet at such place as they may determine, whether within or without the Island of Ceylon.

121. All acts done by any meeting of the Directors or by a Committee of Directors or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of 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.

When acts of Directors or Committee valid notwithstanding defective appointment, &c.

MINUTES.

122. The Directors shall cause minutes to be duly entered in books provided for the purpose—

Minutes to be made.

(a) Of all appointments of officers.

(b) Of the names of the Directors present at each meeting of the Directors and of any Committee of Directors.

(c) Of all orders made by the Directors and Committees of Directors.

(d) Of all resolutions and proceedings of General Meetings and of meetings of the Directors and Committees.

And any such minutes of any meeting of the Directors or of any Committee or of the Company if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as *prima facie* evidence of the matters stated in such minutes.

POWERS OF DIRECTORS.

123. The control of the Company and of the business of the Company shall be vested in the Directors who, in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute law expressly directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of any statute law and of these presents and to any regulations from time to time made by the Company in General Meeting, provided that no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

General power of Company vested in Directors.

124. Without prejudice to the general powers conferred by the last preceding clause, and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say:—

Specific powers given to Directors.

(1) To pay the costs, charges, and expenses, preliminary and incidental to the promotion, formation, establishment, and registration of the Company.

(2) To purchase or otherwise acquire for the Company any property, rights, or privileges, which the Company is authorized to acquire at such price and generally on such terms and conditions as they think fit.

(3) At their discretion to pay for any property, rights, privileges, acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

To pay for property in debentures, &c.

(4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they may think fit.

To secure contracts by mortgage.

(5) To appoint and at their discretion remove or suspend such agents, managers, secretaries, officers, clerks, and servants for permanent, temporary, or special services, as they may from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.

To appoint officers, &c.

(6) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes, and to execute and do all such deeds, documents, and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees.

To appoint trustees.

- To bring and defend actions, &c.
- To refer to arbitration.
- To give receipts.
- To appoint attorneys.
- To invest moneys.
- To give security by way of indemnity.
- To give percentages.
- To establish reserve fund.
- To make by-laws.
- To make contracts, &c.
- (7) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound, allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company.
 - (8) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
 - (9) To make and give receipts, releases, and other discharges for money payable to the Company, and for the claims and demands of the Company.
 - (10) To act on behalf of the Company in all matters relating to bankrupts and insolvents.
 - (11) From time to time to provide for the management of the affairs of the Company either in different parts of Ceylon or elsewhere in such manner as they think fit, and in particular to establish branch offices and to appoint any persons to be the attorneys or agents of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit.
 - (12) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities (not being shares in this Company) and in such manner as they may think fit, and from time to time to vary or realize such investments.
 - (13) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants, and provisions as shall be agreed on.
 - (14) To give to any person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company.
 - (15) Before recommending any dividend, to set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for equalizing dividends or for special dividends or for repairing, improving, and maintaining any of the property of the Company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company and that without being bound to keep the same separate from the other assets.
 - (16) From time to time to make, vary, and repeal by-laws for the regulation of the business of the Company, its officers, and servants.
 - (17) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds, and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
 - (18) A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

LOCAL MANAGEMENT.

125. The following provisions shall have effect:—

- Local management.
- Local board.
- Delegations.
- Powers of attorney.
- Sub-delegation.
- Local laws.
- (1) The Directors may from time to time provide for the management of the affairs of the Company outside the Island of Ceylon (or any special locality in Ceylon) in such manner as they shall think fit, and the provisions contained in the next following sub-clause shall be without prejudice to the general powers conferred by this sub-clause.
 - (2) The Directors from time to time and at any time may establish any local boards or agencies for managing any of the affairs of the Company outside the Island of Ceylon or in any specified locality in Ceylon, and may appoint any persons to be members of such local board or any managers or agents and may fix their remuneration.
 - (3) The Directors from time to time and at any time may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors, and may authorize the members for the time being of any such local board or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit; and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.
 - (4) The Directors may, at any time and from time to time by power of attorney under the seal, appoint any persons to be the attorneys of the Company for such purposes and with such powers, authorities, and discretions not exceeding those vested in or exercisable by the Directors under these presents and for such period and subject to such conditions as the Directors may from time to time think fit; and any such appointment may, if the Directors think fit, be made in favour of the members or any of the members of any local board established as aforesaid, or in favour of any Company, or of the members, Directors, nominees, or managers of any Company or firm, or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors, and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Directors think fit.
 - (5) Any such delegates or attorneys as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.
 - (6) The Directors may comply with the requirements of any local law which, in their opinion, it shall, in the interests of the Company, be necessary or expedient to comply with.

MANAGERS.

126. The business of the Company shall be carried on by a Manager or Managers as the Directors may from time to time determine. Such Manager or Managers shall be subject to the direction and control of the Directors, and his or their remuneration, powers, and duties shall be such as the Directors may from time to time determine.

127. Unless and until otherwise determined by the Directors, the Manager or Managers shall have power to make, draw, endorse, sign, accept, negotiate, and give all cheques, bills of lading, drafts, orders, bills of exchange, promissory notes, and other negotiable instruments required in the business of the Company, and may also sign and give all receipts, releases, and other discharges for money payable to the Company, and for the claims and demands of the Company.

THE SEAL.

128. The Directors shall provide for the safe custody of the seal, and the seal shall never be used except by the authority of the Directors or a Committee of the Directors previously given, and two Directors at the least shall sign every instrument to which the seal is affixed. Provided, nevertheless, that any instrument bearing the seal of the Company and issued for valuable consideration shall be binding on the Company, notwithstanding any irregularity touching the authority of the Directors to issue the same.

Custody of seal.

DIVIDENDS.

129. Subject as aforesaid and to the rights of the holders of shares issued upon special conditions, the profits of the Company shall be divisible among the members in proportion to the capital paid up on the shares held by them respectively.

How profits shall be divisible.

130. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment.

Declaration of dividends.

131. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

Restriction on amount of dividend.

132. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

Dividend out of profits only and not to carry interest.

133. The declaration of the Directors as to the amount of the nett profits of the Company shall be conclusive.

What to be deemed nett profits.

134. The Directors may from time to time pay to the members such interim dividends as in their judgments the position of the Company justifies.

Interim dividends.

135. The Directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists.

Debts may be deducted.

136. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the member, be set off against the call. The making of a call under this clause shall be deemed ordinary business of an Ordinary Meeting which declares a dividend.

Dividend and call together.

137. Any General Meeting may direct payment of any dividend declared at such meeting, or of any interim dividend which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London, or by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company, or of any other company, or in any other form of specie, or in one or more of such ways, and the Directors shall give effect to such direction; and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

Dividend in specie.

138. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

Effect of transfer.

139. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member, or which any person under that clause is entitled to transfer until such person shall become a member in respect thereof, or shall duly transfer the same.

Retention in certain cases.

140. Any one of several persons who are registered as the joint-holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

Dividend to joint-holders.

141. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the member 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, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

Payment by post.

142. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed, and all dividends unclaimed for three years after having been declared may be forfeited by the Directors for the benefit of the Company.

Unclaimed dividends.

BOOKS AND DOCUMENTS.

143. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place, and of the assets, credits, and liabilities of the Company.

Books of accounts to be kept.

144. The books of account shall be kept at the office or at such other place or places as the Directors think fit.

Where to be kept.

145. 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 account books and documents of the Company or any of them shall be open to the inspection of the members, and no member shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorized by the Directors or by a resolution of the Company in General Meeting.

Inspection by members.

ACCOUNTS AND BALANCE SHEETS.

Annual account and balance sheet.

146. (1) At each Ordinary Meeting the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company made up to a date not more than six months before the meeting from the time when the last preceding account and balance sheet were made up, or, in the case of the first account and balance sheet, from the incorporation of the Company.

(2) The Auditor's report (to be prepared in accordance with the provisions of clause 152 of the Articles) shall be attached to the balance sheet, or there shall be inserted at the foot thereof a reference to the report, and the report shall be read before the Company in General Meeting, and shall be open to inspection by any Shareholder.

Annual report of Directors.

147. Every such balance sheet shall be accompanied by a report of the Directors 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 members, and the amount (if any) which they propose to carry to the reserve fund according to the provisions in that behalf hereinbefore contained, and the account, report, and balance sheet shall be signed by at least three Directors.

Copies to be sent to members and deposited at the registered office.

148. A printed copy of such account and balance sheet, together with the reports of the Auditors and Directors, shall, at least seven days previously to the meeting, be sent to the registered address of every member of the Company, and a copy shall also be deposited at the registered office of the Company for the inspection of members of the Company during a period of at least seven days before the meeting.

AUDIT.

Accounts to be audited annually.

149. Once in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more Auditor or Auditors.

Audit provisions.

150. The Company at the first Ordinary Meeting in each year shall appoint an Auditor or Auditors to hold office until the first Ordinary Meeting in the following year, and the following provisions shall have effect, that is to say:—

(1) A Director or officer of the Company shall not be capable of being appointed Auditor of the Company.

(2) A person other than a retiring Auditor shall not be capable of being appointed Auditor at an Ordinary Meeting, unless notice of an intention to nominate that person to the office of Auditor has been given by a Shareholder to the Company not less than fourteen days before the meeting, and the Company shall send a copy of any such notice to the retiring Auditor, and shall give notice thereof to the Shareholders either by advertisement or in any other mode allowed by the Articles not less than seven days before the meeting.

Provided that if after notice of the intention to nominate an Auditor has been so given, an Ordinary Meeting is called for a date fourteen days or less after the notice has been given, the notice, though not given within the time required by this provision, shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the Company may, instead of being sent or given within the time required by this provision, be sent or given at the same time as the notice of the Ordinary Meeting.

(3) The first Auditors of the Company may be appointed by the Directors before the first Ordinary Meeting, and, if so appointed, shall hold office until such meeting, unless previously removed by a resolution of the Shareholders in General Meeting, in which case the Shareholders at that meeting may appoint Auditors.

(4) The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues, the surviving or continuing Auditor or Auditors (if any) may act.

Remuneration of Auditors.

151. The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remuneration of any Auditors appointed before the first Ordinary Meeting or to fill any casual vacancy may be fixed by the Directors.

Rights and duties of Auditors.

152. (1) Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company, and shall be entitled to require from the Directors and officers of the Company such information and explanations as may be necessary for the performance of the duties of the Auditors.

(2) The Auditors shall make a report to the Shareholders on every balance sheet laid before the Company in General Meeting during their tenure of office, and the report shall state—

(a) Whether or not they have obtained all the information and explanations they have required; and

(b) Whether in their opinion the balance sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs according to the best of their information and the explanations given to them and as shown by the books of the Company.

When accounts to be deemed finally settled.

153. Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected and thenceforth shall be conclusive.

NOTICES.

How notice to be served on members.

154. A notice may be served by the Company upon any member, either personally or by sending it through the post, in a prepaid envelope or wrapper addressed to such member at his registered place of address.

Members resident abroad.

155. Each holder of registered shares shall from time to time notify in writing to the Company some place in the Island of Ceylon to be registered as his address, and such registered place of address shall for all purposes be deemed his place of residence.

Notices where no address.

156. As regards any member who has not notified in writing to the Company some place in the Island of Ceylon to be registered as his address, a notice posted up in the registered office shall be deemed to be well served on him at the expiration of twenty-four hours from the time when it is so posted up.

157. Any notice required to be given by the Company to the members or any of them and not expressly provided for by these presents shall be sufficiently given, if given by advertisement.

When notice may be given by advertisement.
How to be advertised.

158. Any notice required to be or which may be given by advertisement shall be advertised once in the *Ceylon Government Gazette*.

Notice to joint-holders.

159. All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares.

160. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office, and a certificate in writing signed by any Director or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof. Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.

When notice by post deemed to be served.

161. Every person who by operation of law, transfer, or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share.

Transferees, &c., bound by prior notices.

162. Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served, in respect of any registered shares whether held solely or jointly with other persons, by such member until some other person be registered in his stead as the holder or joint-holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators, and all persons, if any, jointly interested with him or her in any such share.

Notice valid though member deceased.

163. The signature to any notice to be given by the Company may be written or printed.

How notice to be signed.

164. In the event of a winding up of the Company every member of the Company who is not for the time being in the Island of Ceylon shall be bound within eight weeks after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding up of the Company to serve notice in writing on the Company appointing some householder residing in Colombo upon whom all summonses, notices, process, orders, and judgments in relation to or under the winding up of the Company may be served, and in default of such nomination, the liquidator of the Company shall be at liberty, on behalf of such member, to appoint some such person, and service upon any such appointee, whether appointed by the member or the liquidator, shall be deemed to be good personal service on such member for all purposes, and where the liquidator makes any such appointment, he shall with all convenient speed give notice thereof to such member by advertisement in some daily newspaper published in Colombo, or by a registered letter sent through the post and addressed to such member at his address as mentioned in the register of members of the Company, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted. The provisions of this clause shall not prejudice the right of the liquidator of the Company to serve any notice or other document in any other manner prescribed by the regulations of the Company.

Service of process in winding up.

SECRECY CLAUSES.

165. Every Director, manager, auditor, trustee, member of a committee, officer, servant, agent, accountant, or other person employed in the business of the Company shall, if so required by the Directors or Managing Agents, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with the customers, and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties, except when required so to do by the Directors, or by any meeting, or by a court of law, or by the person to whom such matters relate, and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

Secrecy clause.

166. No member shall be entitled to enter upon the property of the Company, or to require, discovery of, or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it will be inexpedient in the interest of the members of the Company to communicate to the public.

Member not entitled to information.

WINDING UP.

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

Distribution of assets.

168. (1) If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of an extraordinary resolution, divide among the contributories in specie or kind 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 or any of them as the liquidators, with the like sanction, shall think fit.

Distribution of assets in specie.

(2) If thought expedient, any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association), and in particular any class may be given preferential or special rights, or may be excluded altogether

or in part, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a special resolution.

(3) In case any of the shares to be divided as aforesaid involve a liability to calls or otherwise, any person entitled under such division to any of the said shares may within ten days after the passing of the extraordinary resolution by notice in writing direct the liquidator to sell his proportion and pay him the nett proceeds, and the liquidator shall, if practicable, act accordingly.

INDEMNITY.

169. Every Director, Managing Agent, 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.

170. No Director, Manager, or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors 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 loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

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.

FRED. W. WALDOCK.

E. MASTERS.

Witness to the above two signatures, at Colombo, this 4th day of January, 1919:

V. A. JULIUS,

Proctor, Supreme Court, Colombo.

R. S. WRIGHT.

CHAS. F. TREEBY.

SYDNEY JULIUS.

H. CREASY.

E. R. WILLIAMS.

Witness to the above five signatures, at Colombo, this 6th day of January, 1919:

V. A. JULIUS,

Proctor, Supreme Court, Colombo.

[First Publication.]

MEMORANDUM OF ASSOCIATION OF THE USK VALLEY (KALUTARA) RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE USK VALLEY (KALUTARA) RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To purchase, lease, or otherwise acquire the block of land called Pelendamukalana, situate in the Kalutara District of the Island of Ceylon.
 - (2) To purchase, to 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 tug-owners 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 purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, or book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether inconsideration 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 and 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 Eight hundred thousand Rupees (Rs. 800,000), divided into Eighty thousand (80,000) 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 :—

Name and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
J. J. DICKSON, Colombo	One
R. FOWKE, Colombo	One
A. H. MARSHALL, Colombo	One
E. R. WALDOCK, Colombo	One
FRED. W. WALDOCK, Colombo	One
H. F. PARFITT, Colombo	One
E. MASTERS, Colombo	One
Total number of Shares taken ..	Seven

Witness to the above signatures, at Colombo, this 20th day of December, 1918 :

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

ARTICLES OF ASSOCIATION OF THE USK VALLEY (KALUTARA) RUBBER COMPANY, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

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

Company.—The word "Company" means "The Usk Valley (Kalutara) Rubber Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

Month.—“Month” means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. **Nominal capital.**—The nominal capital of the Company is Eight hundred thousand Rupees (Rs. 800,000), divided into Eighty thousand (80,000) shares of Ten Rupees (Rs. 10) each.

SHARES.

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

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

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

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

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

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

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

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

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

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

INCREASE OF CAPITAL.

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

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

20. **How carried into effect.**—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors

may, at their discretion, allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

40. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares 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 interests 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. *Modifications 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 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 or 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 resolution 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 Meeting.*—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 in election of Chairman or on question of adjournment.*—No poll shall be demanded on the election of a Chairman of the meeting or on any question of adjournment.

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

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

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

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

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

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

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

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

The Usk Valley (Kalutara) Rubber Company, Limited.

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

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

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

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

DIRECTORS.

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

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Five hundred Rupees (Rs. 1,500), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Five thousand Rupees (Rs. 5,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Edgar Rogers Waldoek, Esq., of Colombo ; Alexander David Callander, Esq., of Narthupana estate, Neboda ; Herbert Douglas Garrick, Esq., of Ukuwela estate, Ukuwela ; and John James Dickson, Esq., of Colombo, who shall hold office till the Second Ordinary General Meeting of the Company, when one of them shall retire as provided in Article 94 hereof.

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

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

92. *Board may fill up vacancies.*—The Board shall have power at any time and from time to time before the Second 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 Second 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, Third, and Fourth 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 sametime 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 block of land called Pelendakumukalana.

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, 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 block of land 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.

107. A. The firm of Aitken, Spence and Company, Colombo, shall be the Agents and Secretaries 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, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artizans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artizans, labourers, and other servants for such reasons as they may think proper and advisable and without assigning any cause.

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

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

111. *To sell and dispose of Company's property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company or any part or parts, share or shares thereof, respectively, to any company or companies, 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 managers, 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 if present, but if there be a vacancy in the office of Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

117. *Questions at meetings how decided.*—Any 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 minutes shall have been transacted, or by the person or one of the persons who shall preside as Chairman of 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, and in the event of a company registered under the Ordinance being the Agents and Secretaries, being signified by a Director or the Secretary or the duly authorized attorney of such company signing for and on behalf of such company as 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.

130A. 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 right of all parties.

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

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

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

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

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

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

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

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

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

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

AUDIT.

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

142. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

143. *Appointment and retirement of Auditors.*—The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration; all future Auditors, except as is hereinafter mentioned, shall be appointed at

the first Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the first Ordinary General Meeting after their respective appointments, or until otherwise ordered by a General Meeting.

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

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

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

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

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

NOTICES.

149. *Notice 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 resident 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 notice.

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 Colombo, this 20th day of December, 1918.

J. J. DICKSON.
R. FOWKE.
A. H. MARSHALL.
E. R. WALDOCK.
FRED. W. WALDOCK.
H. F. PARFITT.
E. MASTERS.

Witness to the above signatures :
EUSTACE F. DE SARAN,
Proctor, Supreme Court, Colombo.

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

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

- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgage, 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 and 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 Six hundred thousand Rupees (Rs. 600,000), divided into Six thousand (6,000) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, 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.
ROPER S. AGAR, Talawakele	One
J. H. THOMAS, Talawakele	One
EDITH AGAR, Talawakele	One
MAI THOMAS, Talawakele	One

Witness to the signatures of ROPER SHELTON AGAR, JOCELYN HUME THOMAS, EDITH AGAR, and MAI THOMAS, at Coombewood, Talawakele, this 14th day of January, 1919:

VICTOR DUNPHY, Parsonage, Talawakele.	S. SIVAPRAKASUM, Clerk, Coombewood.	
HERBERT BOIS, Colombo .. .. .	.. .. .	One
G. L. BURNE, Colombo .. .. .	.. .. .	One
W. H. SMALLWOOD, Colombo .. .. .	.. .. .	One
Total number of Shares taken ..		Seven

Witness to the signatures of HERBERT BOIS, GODFREY LIONEL BURNE, and WILMOT HERVEY SMALLWOOD, at Colombo, this 16th day of January, 1919:

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

ARTICLES OF ASSOCIATION OF THE LOGIE TEA AND RUBBER COMPANY, LIMITED.

It is agreed as follows :—

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

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

3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Month.—"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Six hundred thousand Rupees (Rs. 600,000), divided into Six thousand (6,000) shares of One hundred Rupees (Rs. 100) each.

SHARES.

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

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

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

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

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

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

14. *One of joint-holders other than a firm may give receipts ; only one of joint-holders resident in Ceylon entitled to vote.*—Any one of the joint-holders of a share, other than a firm, may give effectual receipts for any dividends payable in respect of such share ; but only one of such joint-Shareholders shall be entitled to the right of voting and of giving proxies

and exercising the other rights and powers conferred on a sole Shareholder, and if the joint-holders cannot arrange amongst themselves as to who shall vote or give proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares shall vote or give proxies and exercise those rights and powers; provided, however, that in the event of such first registered Shareholder being absent from the Island, the first registered Shareholder then resident in Ceylon shall vote or give proxies and exercise all such rights and powers as aforesaid.

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

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

17. *Trusts or any interest in share other than that of registered holder or of any person under clause 33 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 33 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 share 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.*—(1) A share may be transferred by a Shareholder or other person entitled to transfer to any Shareholder selected by the transferor; but, save as aforesaid, and as provided by sub-clause (5) or (7) of this Article, no share shall be transferred to a person who is not a Shareholder so long as any Shareholder is willing to purchase the same as hereinafter provided.

(2) Except where the transfer is made pursuant to sub-clause (1), (5), or (7) of this Article, the person proposing to transfer any share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer such share. The transfer notice shall specify the sum he fixes as the price of the share (hereinafter called "the proposing transferor's price"), and shall constitute the Company, his agent, for the sale of the share to any Shareholder of the Company at such price. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each, and shall specify the denoting number of each share which the proposing transferor desires to sell. A transfer notice shall not be revocable except with the sanction of the Directors.

(3) If the Company shall within the space of ninety days after being served with such notice find a Shareholder willing to purchase the share at the proposing transferor's price (hereinafter called "the purchasing Shareholder"), and give notice thereof to the proposing transferor, the latter shall be bound, upon payment of the said price, to transfer the share to the purchasing Shareholder.

(4) If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring any share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing Shareholder to be entered in the register as the holder of that 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 Shareholder, 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.

(5) If the Company shall not within the space of ninety days after being served with the transfer notice find a Shareholder willing to purchase all or any of the shares comprised therein, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months after the expiration of the said period of ninety days, be at liberty, subject to Article 32, to sell and transfer the said shares, or such of them as have not been sold to a purchasing Shareholder, to any person but at a price not less than that specified by him in his transfer notice,

(6) 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 shall be offered to the Shareholders, and as to their rights in regard to the purchase thereof, and in particular may give any Shareholder, or class of Shareholders, a preferential right to purchase the same. Until otherwise determined, every such share shall be offered to the Shareholders by lots drawn in regard thereto as the Directors shall think fit.

(7) Any share may be transferred by a Shareholder to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of a Shareholder, and any share of a deceased Shareholder may be transferred by his executors or administrators to any trustees under the will of any such deceased Shareholder, or to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Shareholder, to whom such deceased Shareholder may have specifically bequeathed the same, or who may be entitled to the residuary estate of such deceased Shareholder or any part or share of such residuary estate, and shares standing in the name of the trustees of the will of any deceased Shareholder may be transferred to any beneficiary as aforesaid under the will or, upon any change of trustees, to the trustees for the time being of such will, and the restrictions in sub-clause (1) of this Article contained shall not apply to any transfer authorized by this sub-clause.

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

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

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

32. *Board may decline to register transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise; or to any person not approved by them, but the latter restriction shall not apply where the proposed transferee is already a Shareholder nor to a transfer made pursuant to Article 28 (7) hereof.

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 hereinafter 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 offer the same to the Shareholders in proportion to the existing shares held by them in manner specified in Article 20 hereof, and such shares as may not be taken up by the Shareholders the Directors may sell, 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 interests 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. *Modifications 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 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 or 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 resolution 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 A. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time, at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Fifty thousand Rupees (Rs. 50,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage, issue any debentures, or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

57 B. *Immediate Debenture Issue.*—Without prejudice to any of the powers and provisions of Article 57 A hereof, and without the necessity of obtaining the sanction of the Company in General Meeting therefor, the Directors shall have power to raise and borrow immediately a sum not exceeding One hundred and Fifty thousand Rupees (Rs. 150,000) by the creation and issue of 300 Redeemable Debentures of Five hundred Rupees (Rs. 500) each, carrying interest at seven (7) per centum per annum, and to secure the same by a primary mortgage over the Company's Logie and Zululand estates.

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 Meeting.*—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 in 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 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 Logie Tea and Rubber Company, Limited.

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

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

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

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

DIRECTORS.

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

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Rupees (Rs. 1,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding 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 Herbert Bois, Esq., of Colombo; Roper Shelton Agar, Esq., of Logie, Talawakele; and Jocelyn Hume Thomas, Esq., of Coombewood, Talawakele, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

92. *Board may fill up vacancies.*—The Board shall have power at any time and from time to time before the Second 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 Second 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, Third, and Fourth 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 Logie and Zululand 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 Logie and Zululand estates, and of any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

117. *Questions at meetings how decided.*—Any 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 of 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, and in the event of a company registered under the Ordinance being the Agents and Secretaries, being signified by a Director or the Secretary or the duly authorized attorney of such company signing for and on behalf of such company as 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.

130 A. 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 right of all parties.

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

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

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

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

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

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

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

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

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

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

AUDIT.

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

142. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

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

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

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

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

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

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

NOTICES.

149. *Notice 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 notices 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 resident 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 notice.

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.

ROPER S. AGAR.
J. H. THOMAS.
EDITH AGAR.
MAI THOMAS.

Witnesses to signatures of ROPER SEELTON AGAR, JOCELYN HUME THOMAS, EDITH AGAR, and MAI THOMAS, at Coombewood, Talawakele, this 14th day of January, 1919:

VICTOR DUNPHY,
The Parsonage, Talawakele.

S. SIVAPRAKASUM,
Clerk, Coombewood.

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

Witness to the signatures of HERBERT BOIS, GODFREY LIONEL BURNE, and WILMOT HERVEY SMALLWOOD, at Colombo, this 16th day of January, 1919:

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

[First Publication.]

The Lunugala Tea and Rubber Company of Ceylon, Ltd.

THE Ordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, No. 8, Prince street, Fort, Colombo, on Monday, February 1, 1919, at noon.

Business.

- (1) To receive the Directors' report and accounts for the season ending September 30, 1918.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To appoint an Auditor, and transact any other business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from January 24 to February 1, 1919, both days inclusive.

By order of the Board of Directors,

J. M. ROBERTSON & Co.
Agents and Secretaries.

The Colombo Assembly Rooms Company, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of the Shareholders of this Company will be held at No. 11, Queen street, Fort, Colombo, on Monday, February 3, 1919, at 3 P.M.

Business.

- (1) To receive the report of the Directors and statement of accounts for the year ended December 31, 1918.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from January 29 to February 3, 1919, inclusive.)

By order of the Board,

E. JOHN,
Secretary.

Colombo, January 21, 1919.

Lost.

The public are warned against accepting or negotiating the following undials (drafts) paid for by us, which were lost on December 29, 1918, in a cover addressed to our Colombo Branch:—

Undial No. 6/88, dated December 29, 1918, drawn by N. R. M. A. Mutturamen Chetty, of Norwood, on his Colombo Agent, N. R. M. A. Andappa Chetty, in favour of Mr. K. S. A. Kader Batcha Saibo, amount Rs. 2,000.

Undial No. 28, dated December 29, 1918, by M. V. A. R. Arunachalam Retty, of Dikoya, on his Colombo Branch, in favour of M. P. Segu Tamby, amount Rs. 500.

Undial No. 187, dated December 26, 1918, drawn by K. R. S. S. Sappania Pulle, of Maskeliya, on his Colombo

Agent, M. T. A. Sivalingam Pulle, in favour of Arapuli Kavander, for account of Karupiah Kangany, amount Rs. 200.

K. SHEIK IBRAHIM SAIBO & Co.
Dickoya, January 13, 1919.

Auction Sale.

UNDER instructions from the administrators of the estate of the late Kuruwitige Don Warhyan Appuhamy of Mullariyawa and with the leave of Court in Testamentary case No. 6,134, D. C., Colombo, I shall put up for sale by public auction the following lands, to wit:—

On Thursday, February 6, 1919, at 2 P.M., at the spot.

(1) The undivided 37/40 shares of Kosankumbura, at Panagoda, in the Pallepattu of Hewagam korale, in extent about 15 acres.

On Saturday, February 8, 1919, commencing at 9 A.M., at the respective spots.

(2) All that field called Thithakadawilla *alias* Ettambakumbura, at Mullariyawa, in the Adikari pattu of Hewagam korale, in extent 29 acres and 27 perches.

(3) All that portion of land called Higgahawatta with the tiled house and plantations thereon, at Mullariyawa aforesaid, in extent half an acre.

(4) All that divided 1/7 portion of land called Wachchanangahawatta, at Mullariyawa aforesaid, in extent about 2 bushels of paddy sowing.

(5) All those undivided 7/10 parts of all that half portion of land called Bogahawatta, at Mullariyawa aforesaid, in extent 3 bushels of paddy sowing.

On Saturday, February 8, 1919, commencing at 4 P.M., at the respective spots.

(6) The undivided 19/40 shares of Makolakumbura *alias* Makulugahakumbura, at Talangama, in the Pallepattu of Hewagam korale, in extent 4 acres 2 roods and 26 perches.

(7) The undivided 29/60 shares of Malapaluwamuththuwa, at Talangama aforesaid, in extent 5 acres 1 rood and 28 1/2 perches.

61, Belmont street,
Colombo, January 15, 1919.

M. PEIRIS,
Auctioneer.

Auction Sale.

UNDER the decree entered in case No. 31,278, D. C., Colombo, and by virtue of the order issued to me, I shall put up for sale by public auction on Saturday, February 15, 1919, at 5 P.M., at the spot, the following property declared specially bound and executable for the recovery of the amount due under the said decree, to wit:—

All that portion of land called Madangahawatta with the trees and buildings standing thereon, situated at Idama in Moratuwa, in extent 39 35/100 perches.

61, Belmont street,
Colombo, January 20, 1919.

M. PEIRIS,
Auctioneer.

Auction Sale Under Mortgage Decree.

D. C., Colombo, 50,603.

UNDER decree entered and by virtue of commission issued to me in the above case I shall sell the following property specially bound and executable for the recovery of the amount therein stated on Friday, February 15, 1919, at 4.30 P.M., at the spot:—

1. All that lot marked No. 1, with the buildings thereon, being a portion of all that piece of land called Talgahawatta and the adjoining field called Talgahakumbura, bearing assessment No. 87, Cemetery road, in Kotahena, Colombo, in extent 37 8/100 perches.

2. All that lot marked No. 4, with the buildings thereon, being a portion of the aforesaid land, situated at Kotahena, and containing in extent 30 60/100 perches.

3. All that lot marked No. 5, with the buildings thereon, being a portion of the aforesaid land, situated at Kotahena, in extent 38 60/100 perches, with all ways, rights, easements, advantages, and appurtenances thereunto belonging, save and except a right of foot way in and over lots Nos. 5 and 1 along the passage marked X. Y. Z. in the plan.

Further particulars from D. W. Walpola, Esq., Proctor and Notary, Colombo, or—

C. P. AMERASINGHE,
Auctioneer.

1, Hulftsdorp.

Sale by Public Auction under Mortgage Decree.

UNDER decree in case No. 12,880, D. C., Negombo, entered in favour of the plaintiff Don John Perera Ranasinghe of Tudella against the defendant Don Silvestri Perera Ranasinghe also of Tudella, and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property, mortgaged by bond No. 8,050, dated October 5, 1917, attested by B. P. Samarasinghe, Notary Public, by public auction, at the spot, at 10 A.M., on Saturday, February 15, 1919, to wit:—

As a secondary mortgage, the land now called Gorakagahawatta, Dawatagahawatta, and Madangahawatta, situate at Tudella, in Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province, containing in extent about 2 acres, out of this land the defendant is entitled to divided portion called Dawatagahawatta, containing in extent about 1 rood and 30 perches, together with all the buildings standing thereon.

Further particulars from N. J. P. Abayaratna, Proctor, Supreme Court, and Notary Public, Negombo, or—

H. R. DIRCKZE,
Auctioneer.

January 20, 1919.

Auction Sale of Property at Pallansena, in the District of Negombo.

UNDER decree in case No. 12,950, D. C., Negombo, entered in favour of the plaintiff Anthony Joseph Fernando Pulle of Toppuwa against the defendants (1) Dehiwalage Lewis Perera of Kochchikade, legal representative of the estate and property of K. Luvina Fernando, deceased, and (2) Dehiwalage Lewis Perera of Kochchikade, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property mortgaged by bond No. 12,100, dated February 10, 1916, and attested by T. H. de Silva, Notary, by public auction, at the spot, at 4 P.M., on Wednesday, February 19, 1919, to wit:—

The land called Kirikongahawatta, situate at Pallansena, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, in extent about 2 acres, of this land, the western undivided 1/2 share, with the buildings and all the appurtenances thereof.

Further particulars from Messrs. Amerasinghe & Ranasinghe, Proctors and Notaries, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, January 21, 1919.

Auction Sale of Valuable Properties at Etagala, in the District of Negombo.

UNDER decree in case No. 13,066, D. C., Negombo, entered in favour of the plaintiff Suna Pana Lena Ramen Chetty of Kochchikade against the defendant Susey Fernando Anthony Pulle of Etagala, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by bond No. 25,388, dated May 22, 1917, and attested by D. M. Karunaratne, Notary, by public auction, at the respective spots, on Wednesday, February 19, 1919, to wit:—

At 2 P.M.

1. The 1/7 share of the land Millagahawatta, situate at Etagala, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, is in extent about 3 roods, with the buildings thereon.

At 2.30 P.M.

2. The land Hedawakagahawatta, situate at Etagala aforesaid, in extent 1 acre 3 roods and 14 perches, with the buildings thereon.

Further particulars from Messrs. Amerasinghe and Ranasinghe, Proctors and Notaries, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, January 21, 1919.

Auction Sale of Property at Mabile, in the District of Colombo.

UNDER decree in case No. 12,799, D. C., Negombo, entered in favour of the plaintiff Kawanna Suna Pana Suna Suppramaniam Chetty of Negombo against the defendants (1) Lankahahege Elaris Fernando of Bopitiya, (2) Narayanamudalige Anthony Perera of 2nd Division, Botawalana, and (3) Joseph Maria Marver de Silva of Kelaniya, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property mortgaged by bond No. 14,026, dated May 3, 1917, and attested by T. H. de Silva, Notary, by public auction, at the spot, at 11 A.M., on Saturday, February 22, 1919, to wit:—

The land called Delgahawatta, situate at Mabile, in Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province, in extent 1 acre 2 roods and 4 perches.

Further particulars from Messrs. De Zoysa & Perera, Proctors, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, January 21, 1919.

Auction Sale of Valuable Properties in the Districts of Negombo and Kurunegala.

UNDER decree in case No. 13,190, D. C., Negombo, entered in favour of the plaintiff Sina Nana Kuna Pana Arumugam Chetty of Negombo against the defendants (1) Maggonage Slestina Fernando of 4th Division, Hunupitiya, (2) Singappulige Agida Fernando, and (3) Nawaratne Marthelis Fernando Gunawardhana, both of 4th Division, Hunupitiya, executors of the estate of the late Nawaratne Gunawardhana Alexander Fernando, deceased, of 4th Division, Hunupitiya, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by bond No. 18,640, dated June 18, 1909, and attested by H. M. de Silva, Notary, by public auction, at my office at Main street, Negombo (opposite the Railway Approach road), on Monday, February 17, 1919, to wit:—

1. The portion of Bakmigahakumbura, situate at Mahahunupitiya, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, in extent 3 acres 3 roods and 14 56/100 perches. This land and the fibre mill thereon and all the belongings thereof.

2. The land called Talgahawatta, situate at Himbudawa, in Katugampola hatpattu of the Pitigal korale, in the District of Kurunegala, North-Western Province, in extent 3 acres 1 rood and 34 perches.

3. An undivided $\frac{1}{2}$ share of the land called Kohilakandewatta *alias* Paranawatta, situate at Himbudawa aforesaid, in extent 4 acres 3 roods and 4 perches, with the buildings standing thereon.

4. The land now called Nelligahawatta and Beligahawatta, which is made up of several contiguous lots—the lots being the $\frac{1}{2}$ share appearing in deed No. 17,899 from Nelligahawatta, the portions of Nelligahawatta appearing in deed No. 21,695, the eastern $\frac{1}{2}$ share appearing in deed No. 24,125 from the portion of Beligahawatta appearing in deed No. 25,804, the $\frac{1}{2}$ share appearing in deed No. 1,477 of Nelligahawatta, the western $\frac{1}{2}$ share of the portion of Beligahawatta of 2 lots, and $\frac{1}{2}$ share of Nelligahawatta appearing in deed No. 2,518, the $\frac{1}{2}$ share appearing in deed No. 11,546 of Beligahawatta, and $\frac{1}{2}$ share of Nelligahawatta appearing in the same deed, situate at 4th Division, Hunupitiya, in Dunagaha pattu aforesaid, in extent, according to figure of survey No. 595, 2 roods and 34 perches.

5. The land of the two contiguous lots, viz., 1/12 share of the land called Ambagahawatta and the portion of land called Siyambalagahawatta, situate at 4th Division, Hunupitiya aforesaid, in extent about 21 perches.

6. The land of several contiguous lots, situate at 4th Division, Hunupitiya aforesaid, in extent about 1 rood and 13 perches.

7. The $\frac{1}{2}$ share from the land called Ambagahawatta, situate at 4th Division, Hunupitiya aforesaid, in extent 10 perches.

8. The $\frac{1}{2}$ shares of Kongahawatta, situate at 4th Division, Hunupitiya aforesaid, in extent 32 perches.

Further particulars from S. K. Wijeratnam, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, January 21, 1919.

Auction Sale.

By virtue of a commission issued to me by the District Court of Galle, in partition case No. 15,314, I shall put up for sale by public auction, at the spot, on March 1, 1919, at 3 P.M., all that soil and fruit trees, together with the buildings standing thereon, of the land called Meddewatta *alias* Jambughawatta *alias* Araliyawatta, situate at Viligoda, in Ambalangoda.

The property will be put up for sale among the co-owners thereof, commencing from the appraised value, and if the co-owners fail to purchase in advance, I shall immediately put up for sale among the public.

For further particulars please apply to H. D. S. Kularatna, Esq., Proctor, Supreme Court, and Notary Public, or to me:

W. E. A. SAMARAWERA,
Licensed Auctioneer.

Galle, January 9, 1919.

Sale by Auction under Mortgage Decrees.

Valuable House and Property at Welivatta in Galle.

UNDER decrees in D. C. Galle, Nos. 16,212 and 16,255, entered in favour of Cyril Herbert Wickramanayaka and Engalina Cecilia Abeyasekera of Fort, Galle, against Henry William Samaraweera and John Wilfred Samara-weera of Weligama, and by authority of the said court, I shall sell by public auction on Friday, February 21, 1919, commencing at 3 P.M., at their respective spots, the following property, to wit:—

1. All the soil and trees and (b) all that stone-walled tiled house of 15 cubits, bearing Municipal assessment No. 310, and the other buildings on the block of land comprising defined contiguous lot marked A 1 (to the north of the high road) and A 2 to the south of the high road allotted for 12/40 parts of the land called Gedarawatta, situated at Dangedara; and bounded on the north and north-west by a road and land belonging to the Vijayananda vihare, south-east by ela and Bogahawatta, and south-west by Kokegewatta and Punchi Anthonigewatta; of the extent of 18.29 perches.

2. All those the soil and trees of all those five contiguous allotments of land called and known as (1) Bogahawatta, with the 17 cubits stone-walled tiled house, bearing Municipal assessment No. 310, standing thereon, and excluding 5/14 of the planter's share of 9 coconut trees, (2) lot 2 of Gedarawatta, (3) Kokegewatta, (4) lot A 1 of Gedarawatta, and (5) Punchi Anthonigewatta; all of which together are bounded on the north by Vijayananda temple property and the road to Tuwakkugalawatta temple, east by high road from Galle to Hirimbure, south by a portion of Bogahawatta belonging to Devendara Galappattige Babanis's heirs and others and by a portion of Pettigala-ela, and on the west by Pettigala-ela; situated at Dangedara, and is of the extent of about 2 acres.

For further particulars and title please apply to C. W. W. Kannangara, Esq., Proctor, Supreme Court, Galle, or the undersigned.

J. E. GOONEWARDENE,
Auctioneer.

Galle, January 18, 1919.

Auction Sale.

In the District Court of Kurunegala.

Kuna Mana Nana Meiappa Chetty, by his attorney Sina Kana Runa Palaniappa Chetty of Kurunegala, Plaintiff.
No. 6,980. Vs.

Weerahennedige John Fernando of Nanda in Gandahe korale, Defendant.

BY virtue of the decree entered in the above case and the order issued therein, I shall put up for sale by public auction, at the premises, on Friday, February 14, 1919, commencing at 2 P.M., the following property specially bound and executable for recovery of the sum of Rs. 498.75, with further interest and costs.

1. An undivided $\frac{1}{2}$ share of the land Kadurukumburawatta of about 2 seers kurakkan in extent, situate at Pilessa.

2. An undivided $\frac{1}{2}$ share of Kahambiliyagodakananbepillewa, now a garden, of about 4 $\frac{1}{2}$ seers kurakkan in extent, lying to the east of high road leading to Kandy, from and out of 5 seers kurakkan of the said land, together with all the plantations, buildings, and house thereon on the said undivided $\frac{1}{2}$ share.

3. An undivided $\frac{1}{2}$ share of an undivided $\frac{1}{2}$ share of the land called Kahambiliyagodawatta of about 6 seers kurakkan and Karandekumburepillewa of about 1 seer kurakkan belonging thereto, lying towards the west of high road, with all the plantations, buildings thereon.

4. An undivided $\frac{1}{2}$ share of an undivided $\frac{1}{2}$ share of the land called Weragodawayatta *alias* Ulukadewatta of about 6 seers kurakkan, with all the plantations thereon, situate at Pilessa in Gandahe korale.

For further particulars please apply to Messrs. E. P. & C. H. Markus, Proctors, Kurunegala, or to—

D. M. PERERA,
Auctioneer.

January 16, 1919.

Auction Sale, under Mortgage Decree, of Valuable Coconut Properties in Kurunegala District.

In the District Court of Kurunegala.

Kuna Mana Muttu Ramen Chetty, by his attorney Kuna Mana Muna Arunassalam Chetty of Kurunegala, Plaintiff (dead).

S. K. R. Palaniappa Chetty, administrator of the intestate estate of K. M. Muttu Ramen Chetty, Substituted Plaintiff.

No. 5,749. Vs.

Thana Nana Kadiru Saibo, Police Officer of Potuhera, in Udapola Medalasse korale, Defendant.

UNDER the decree entered in the above case and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell by public auction, at

the respective spots, on Saturday, February 15, 1919, commencing at 1 P.M., the following lands declared specially bound and executable under the said decree, viz. :—

1. Andiyawatta, of 5 acres 1 rood and 38 perches in extent.
 2. An undivided $\frac{1}{2}$ share of Wiwapuranapitiya, of 4 acres and 11 perches in extent.
 3. Bilinchaghamulawatta, of 2 acres and $\frac{1}{250}$ perches in extent, with the tiled buildings and plantations thereon.
 4. Andakumbura, of 1 acre 1 rood and 5 perches in extent.
 5. Mabowollekumbura, of 1 acre 1 rood and 8 perches in extent, with the buildings and plantations thereon, all situate at Gammana, in Udapola Medalasse korale.
 6. All that allotment of land called Bangalawatta, comprised of several allotments of land, with the tiled and other buildings and plantations thereon, of 5 acres 1 rood and 31 perches, situate at Potuhera, in Udapola Medalasse korale.
 7. All that allotment of land called Malwatta, comprised of several allotments of land with the buildings and plantations thereon, of 2 acres 3 roods and 13 perches in extent, situate at Potuhera aforesaid.
 8. All that allotment of land called Menikgalwatta, comprised of several allotments of land, with the buildings and plantations thereon, of 22 acres 1 rood and 12 perches in extent, situate at Amunugama, in Reko pattu korale.
 9. An undivided $\frac{1}{2}$ share of Galkadullehena, of about 2 lahas kurakkan sowing extent, situate at Amunugama aforesaid.
 10. All that allotment of land called Imbulehena, comprised of 2 allotments of land of 2 acres and 1 perch in extent, with the plantations thereon, situate at Gammana aforesaid.
 11. An undivided exact $\frac{1}{2}$ share of all those contiguous allotments of land, viz., $\frac{1}{2}$ share of Pahaladiggalahena, of 2 lahas kurakkan sowing extent; $\frac{1}{2}$ share of Pahaladiggale-mudunapitiyehena, of 2 lahas kurakkan sowing extent; Galbokkalahena, of 1 laha kurakkan sowing extent; Diggalahena, of about 4 seers kurakkan sowing extent; Diggalahena, of about 3 seers kurakkan sowing extent; and Millagahamulahena *alias* Migahamulahena, of 4 kurunies kurakkan sowing extent, now forming one property, containing in extent about 20 acres more or less, with buildings and plantations thereon, situate at Potuhera aforesaid, all in Dambadeni hatpattu of Kurunegala District.
- Further particulars from Messrs. F. N. & E. Daniels, Proctors and Notaries, Kurunegala, or—

S. P. SOCKALINGAM PILLAI,
Kurunegala, February 15, 1919. Auctioneer.

Auction Sale.

UNDER instructions from the administrator and with the leave of court in testamentary case No. 1,534 of the District Court of Kurunegala, I shall sell the following lands on Saturday, February 15, 1919, commencing at 1 P.M., at their respective spots :—

1. An undivided $\frac{1}{2}$ share of the land called Ehetugahawatta, in extent of 16 acres 2 roods and 22 perches, with buildings and everything thereon.
2. An undivided $\frac{1}{2}$ share of the land called Bakmigahala, in extent of 27 acres and 20 perches, with the buildings and everything thereon.
3. The land called Potukolawewakumbura, in extent of 1 acre 2 roods and 30 perches, with buildings and everything thereon.
4. An undivided $\frac{4}{5}$ share of the land called Kahatagahawatta, in extent of 3 roods and 24 perches, with the buildings, plantations, and everything standing thereon, all situate at Leshiriya in Pitigal korale.

For further particulars please apply to me :

T. B. AMUNUGAMA,
Auctioneer.

Auction Sale.

In the District Court of Chilaw.

Vendakoon Mudiyanseelage Hendrick Appuhamy of Mawila Plaintiff.
No. 5,936. Vs.

(1) Heratge Anagehamy, (2) Pathiraja Mudiyanseelage Kandappu, both of Yakarewatta, in Yatikaha korale in Kurunegala District Defendants.

UNDER and by virtue of the commission issued to us in the above case, we shall sell the under-mentioned properties by public auction, at the respective spots, on Saturday, February 8, 1919, at 9 A.M. :—

1. An undivided $\frac{1}{2}$ shares of Kolongahamullewatta, situate at Narangala, in Yatikaha korale of Katugampola hatpattu, in the District of Kurunegala; containing in extent about 5 lahas of kurakkan sowing soil.

2. The undivided $\frac{1}{2}$ shares of the garden called Thalghamulawatta, situate at Yakarewatta, in Yatikaha korale aforesaid; containing in extent about 4 lahas of kurakkan sowing soil.

C. RAJABATNAM,
Chilaw, January 20, 1919. for the Chilaw Agency.

Application for Enrolment as a Notary Public.

I, BATUWITA LIYANAGE SARNELIS SILVA, of No. 47, Temple road, Maradana, Colombo, in the District of Colombo, do hereby give notice, in terms of rule (2) of the Schedule I. B to the Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General to be admitted and enrolled a Notary Public to practise in the Sinhalese language in the District of Chilaw.

Colombo, January 10, 1919.

B. L. S. SILVA.

Application for Enrolment as a Notary Public.

I, JUAN PERERA GUNASEKERA, of Niwandama, in Ragam pattu of Alutkuru korale, do hereby give notice, in terms of section 8 of Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General to be admitted and enrolled as a Notary Public to practise in the Sinhalese language in the District of Kurunegala.

Niwandama, December 30, 1918. J. P. GUNASEKERA.

Application for Enrolment as a Notary Public.

IN terms of section 8 of Ordinance No. 1 of 1907, I, Don Carolis Nissanga, of Siyambalagoda, Udugaha pattu, in Salpiti korale of Colombo District, shall, three months hence, apply to the Registrar-General to be admitted and enrolled a Notary Public to practise as such in the Sinhalese language within the District of Jaffna.

Siyambalagoda, January 8, 1919.

D. C. NISSANGA.

Application for Enrolment as a Notary Public.

I, LOKUKETAGODAGE METHIAS PERERA JAYA WARDANA, of Hanwolla, do hereby give notice, in terms of rule (2) of the Schedule I. B to the Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General to be admitted and enrolled a Notary Public to practise in the English language in the District of Colombo.

Hanwolla, January 7, 1919.

L. M. P. JAYAWARDANA.

Application for Enrolment as a Notary Public.

I, UYANGODA MANAGE-ARNIS DE SILVA, of Paramulla, within the Four Gravets of Matara, do hereby give notice, in terms of section 8 of Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General to be admitted and enrolled as a Notary Public to practise in the Sinhalese language in the District of Tangalla.

Paramulla, Matara,
January 17, 1919.

U. M. A. DE SILVA.

ROAD COMMITTEE NOTICES.

Vellaloya-Shannon Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety ..	Rs. 418
Private contributions ..	Rs. 969

1st to 4th section, 131 chains 20 lines.

Proprietors or Agents.	Estates.	Acreage.
Eastern Produce and Estates Co., Ltd. (C. W. Jones) ..	Vellai Oya ..	965
Mrs. C. Shipton and D. A. Robertson.	Agra Oya ..	438

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 16, 1919. Chairman.

Darrowella-Annfield Branch Road.

NOTICE is hereby given that, in terms of section 6 of the Branch Roads Ordinance, No. 14 of 1896, a proposal having been made to include the following estates among the estates liable for assessment for the above road, the Provincial Road Committee will, on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to re-define the limits of the district to include these estates, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

For construction.

1st to 9th section, 3 miles and 3 chains.

Proprietors or Agents.	Estates.	Acreage.
Vogan Tea Co. (Lee Hedges & Co.)	Stamford Hill..	138
Do. ..	Barkindale ..	81

For maintenance from October 1, 1918.

1st to 6th section, 3.50 miles.

Vogan Tea Co. (Lee Hedges & Co.)	Stamford Hill .	138
Do. ..	Barkindale ..	81

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 16, 1919. Chairman.

Darrowella-Annfield Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety ..	Rs. 750.00
Private contributions ..	Rs. 757.50

1st section, 32.85 lines.

Proprietors or Agents.	Estates.	Acreage.
N. G. Campbell ..	Darrowella ..	629
1st to 2nd section, 1 mile 17.65 lines.		
Carson & Co. ..	Hadley ..	228
1st to 3rd section, 1 mile 32.56 lines.		
M. L. Wilkins ..	Invery ..	513
Mrs. R. H. S. Scott ..	Ottery (excluding Stamford Hill) ..	243
1st to 4th section, 2 miles 19.07 lines.		
Mrs. R. H. S. Scott ..	Ottery (Stamford Hill division) ..	138
1st to 5th section, 2 miles 31.84 lines.		
A. Craib ..	St. Leys ..	130

1st to 6th section, 3.50 miles.

Proprietors or Agents.	Estates.	Acreage.
W. G. B. Dickson (Agent) ..	Annfield ..	284
George Stewart & Co. ..	Roscrea ..	205
Do. ..	Erlismere ..	173
Vogan Tea Company (Lee Hedges & Co., Agents, N. Orchard, Superintendent).		
Do. ..	Stamford Hill ..	138
Do. ..	Barkindale ..	81

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 16, 1919. Chairman.

Bathford Valley Branch Road (between Dikoya Post Office to Tillyrie Stores).

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety ..	Rs. 1,400
Private contributions ..	Rs. 1,414

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Anglo-Ceylon and General Estate Co. ..	Darrowella ..	629
Wanarajah Tea Company of Ceylon, Limited ..	Menikwatta ..	478
Battalgalla Tea Estates Co. ..	Hadley ..	228
Scottish Ceylon Tea Company, Limited ..	Invery ..	306
Vogan Tea Company ..	Stamford Hill No. 1 ..	138
Do. ..	Stamford Hill No. 2 ..	138
Scottish Ceylon Tea Company, Limited ..	Waterloo ..	207
W. G. B. Dickson ..	Annfield ..	284
Sir C. Hartley (J. D. Forbes) ..	Kinloch ..	122
Mrs. R. H. S. Scott ..	Ottery ..	381
Trustees of G. Stewart & Co. ..	Erlismere ..	173
Trustees of the late W. H. Walker ..		
Do. ..	Roscrea & Dorothea ..	205
J. W. Holt (A. Craib) ..	St. Leys ..	130

1st to 3rd section, 3 miles.

Battalgalla Tea Estates Co. ..	Battalgalla ..	444
Lanka Tea Estates Co. ..	Fordyce Group ..	938
Vogan Tea Estates Co. ..	Barkindale ..	81

1st to 4th section, 4 miles.

Chas. Mackwood & Co. ..	Bathford ..	219
Hornsey Tea Estates Company, Limited ..	Hornsey ..	251

1st to 5th section, 5 miles.

Whittall & Co. ..	Ingestre ..	732
Hornsey Tea Estates Company, Limited ..		
Do. ..	Abercainrey ..	222
C. Mackwood & Co. ..	Berat ..	226
C. L. Davis ..	Blinkbonnie ..	223

1st to 7th section, 6.60 miles.

The Ceylon Tea Plantation Company, Limited ..	Tillyrie ..	756
South Wanarajah Co. ..	Poyston ..	316
J. M. Power and C. Johnson ..	Bon Accord ..	163

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 16, 1919. Chairman.

Branch Road from Norwood Bridge to Maskeliya and Moray.

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, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 5,500
Private contributions	Rs. 5,555

1st section, 23·11 lines.

Proprietors or Agents.	Estates.	Acreage.
The Eastern Produce and Estates Company, Ltd.	Norwood	882
1st to 3rd section, 99·14 lines.		
Mackwood & Co.,	New Valley	457
M. Elton Lane	Haloowella	294
1st to 5th section, 190·83.		
R. Lamb	Rockwood	99
1st to 7th section, 270·86 lines.		
F. H. Gossage	Maskeliya	372
1st to 8th section, 323·66 lines.		
J. M. Robertson & Co.	Glentilt	448
Sir Thomas Lipton	Bunyan	296
Do.	Ovooca	258
J. M. Robertson & Co.	Mocha	588
Do.	Queensland	281
Do.	Craighill and Lanka	204
Whittall & Co.	Bloomfield	262
Do.	Mottingham	258
A. P. Jukes	Dunnottar	187
Colombo Commercial Company, Ltd.	Emelina	205
Whittall & Co.	Brunswick	256
Do.	Caskieben	206
Do.	Midlothian	244
J. M. Robertson & Co.	Deeside	441
William Rollo (George Stuart & Co.)	Glenugie	377
Do.	Bargrove	205
G. B. de Mowbray	Dotale	108
C. H. Hood	Braemer	} 351½
Do.	Kelaniya	

1st to 9th section, 363·26 lines.

Geo. Stuart & Co.	Brownlow and Tarf	583
Do.	Gangawatta	186
E. & H. A. Webb	Mousakele	278
Miss V. N. Hood	Ekolsund	305
F. B. Chapman	Nyanza	394
Whittall & Co.	Luccombe and Heathfield	478
Do.	Rutherford	276
Lambert L. Pieris	Hapugastenne	606

1st to 11th section, 402·86 lines.

Geo. Stuart & Co.	Kintyre	288
Do.	Bitterne	169
F. C. Adams	Ricarton and Leaston	596

1st to 12th section, 420·28 lines.

A. N. Greig	Laxapana, York, and John's land	866
R. H. Price	Blantyre	239
Do.	St. Andrews	321
G. Johnson	Dalhousie	289
Do.	Situlaganga	143
A. N. Greig	Suluganga	155

1st to 13th section, 473·08 lines.

E. H. Etches	Forres	387
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1st to 14th section, 513·80 lines.

Uplands Tea Estates Co.	Moray and Vallodolid	461
Do.	Geddes	198
Do.	Corfu	187
Do.	Rajamalle	212
L. Elwell	Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore	848
S. B. Bell	Adam's Peak	742

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

Provincial Road Committee's Office,
Kandy, January 16, 1919.

C. S. VAUGHAN,
Chairman.

Branch Road from Norwood Bridge to Maskeliya and Moray.

(Laxapana Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Laxapana bridge on the 34th mile of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 245·25
Private contributions	Rs. 247·70

Proprietors or Agents.	Estates.	Acreage.
A. N. Greig	Laxapana, York, and John's land	866
R. H. Price	Blantyre	239
Do.	St. Andrews	321
G. Johnson	Dalhousie	289
Do.	Situlaganga	143
A. N. Greig	Suluganga	155
F. H. Etches	Forres	387
Uplands Tea Estates Co.	Moray and Vallodolid.	461
Do.	Geddes	198
Do.	Corfu	187
Do.	Rajamalle	212
L. Elwell	Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore	848
S. B. Bell	Adam's Peak	742

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

Provincial Road Committee's Office,
Kandy, January 16, 1919.

C. S. VAUGHAN,
Chairman.

Branch Road from Norwood Bridge to Maskeliya and Moray.

(Situluganga Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 60·00
Private contributions	Rs. 60·60

Proprietors or Agents.	Estates.	Acreage.
E. H. Etches	Forres	387
Uplands Tea Estates Co.	Moray and Vallodolid.	461
Do.	Geddes	198
Do.	Corfu	187
Do.	Rajamalle	212
L. Elwell	Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore	848
S. B. Bell	Adam's Peak	742

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

Provincial Road Committee's Office,
Kandy, January 16, 1919.

C. S. VAUGHAN,
Chairman.

Norwood-Campion Branch Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, the following gentlemen have been elected to form the Local Committee to perform the duties imposed by the said Ordinance in respect of the above road, for the term ending December 12, 1920:—

Messrs. Guy Walker (Chairman), R. H. Cooper, G. F. Clarke, D. E. Kelly, and F. A. E. Price.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 17, 1919. Chairman.

Norwood-Campion 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, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

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

1st section, 52·80 lines.

Proprietors or Agents.	Estates.	Acreage.
The Eastern Produce Co., Ltd.	.. Norwood	.. 882
Geo. Steuart & Co.	.. Portree	.. 275

1st to 3rd section, 94·21 lines.

Bogawantalawa Tea Co., Ltd.	..	..
(G. H. Sparkes)	.. Elbedde	.. 747
The Rosehaugh Tea & Rubber Co.	.. Lawrence	.. 565

1st to 4th section, 118·21 lines.

The Rosehaugh Tea & Rubber Co. Venture	..	.. 405
Carson & Co.	.. Kew	.. 526

1st to 6th section, 214·66 lines.

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

Bogawantalawa Tea Company, Limited (G. H. Sparkes)	.. Kirkoswald	.. 877
A. C. T. Meyer	.. Tientsin	.. 385
George Steuart & Co.	.. Morar	.. 497
H. A. Oliverson (T. Gidden)	.. Singarawatta	.. 143
T. Gidden (J. W. Baillie)	.. Robgill	.. 433

1st to 10th section, 334·60 lines.

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

K. Rollo	.. Chapelton	.. 685
Heirs of G. K. Maitland	.. Theresia	.. 340

1st to 14th section, 435·58 lines.

D. E. Kelly	.. Killarney	.. 355
Bogawantalawa Tea Co., Ltd.	.. Bridwell	.. 473
Do. (G. H. Sparkes)	.. Bogawana	.. 436
Anglo-American Direct Tea Trading Co., Ltd.	.. Lynsted	.. 405

1st to 15th section, 476·76 lines.

Imperial Ceylon Tea Estates, Ltd.	.. Friedland	.. 163
Major-General Sir C. Fr. Hadden, K.C.B., and Fred. Hadden	.. Kotiyagala	.. 1,089
Kandapola Estates Co., Ltd.	.. Devonford	.. 284

1st to 16th section, 529·56 lines.

Kintyre Estates Company (Geo. Steuart & Co.)	.. Eltofts	.. 290
Ceylon Land and Produce Co., Ltd.	.. Fetteresso	.. 438

1st to 17th section, 530·64 lines.

R. H. Cooper	.. Lynford	.. 273
Chas. Strachan & Co. (T. Gidden)	.. Campion and Kohinoor	.. 724
Ceylon Provincial Estates Co., Ltd.	.. Loinorn	.. 239
Imperial Ceylon Tea Estates, Ltd.	.. St. Vigean's	.. 185
T. Farr & A. VanCitters	.. Northcove	.. 265
J. Sheriff	.. Dunlow & Aldie	.. 477

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 17, 1919. Chairman.

Norwood-Campion Branch Road.

(Kotiyagala Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge, situated on 8th mile of the Norwood-Campion road, for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	Rs. 44·28
Private contributions	..	Rs. 44·71

12th section, 8th mile.

Proprietors or Agents.	Estates.	Acreage.
Anglo-American Direct Tea Trading Co., Ltd.	.. Lynsted	.. 405
Imperial Ceylon Tea Estates, Ltd.	.. Friedland	.. 163
Major-General Sir C. Fr. Hadden, K.C.B., and Fred. Hadden	.. Kotiyagala	.. 1,089
Kandapola Estates Co., Ltd.	.. Devonford	.. 284
Kintyre Estates Company (Geo. Steuart & Co.)	.. Eltofts	.. 290
Ceylon Land and Produce Co., Ltd.	.. Fetteresso	.. 438
R. H. Cooper	.. Lynford	.. 273
Chas. Strachan & Co. (T. Gidden)	.. Campion and Kohinoor	.. 724
Ceylon Provincial Estates Co., Ltd.	.. Loinorn	.. 239
Imperial Ceylon Tea Estates, Ltd.	.. St. Vigean's	.. 185
T. Farr & A. VanCitters	.. Northcove	.. 265
J. Sheriff	.. Dunlow & Aldie	.. 477

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 17, 1919. Chairman.

Norwood-Upcot 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, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	Rs. 2,500
Private contributions	..	Rs. 2,525

1st and 2nd sections, 1½ mile.

Proprietors or Agents.	Estates.	Acreage.
M. Elton Lane	.. Haloowalla	.. 294
J. M. Robertson & Co.	.. Lanka and Craighill	.. 204
R. Cotesworth	.. Stockholm	.. 283
Do.	.. Lower Cruden	.. 194
Geo. Steuart & Co.	.. Mahagala	.. 290
C. P. Hayes	.. Mahanilu	.. 290
A. Sikes	.. Kincora	.. 245
R. B. Harvey	.. Gouravilla	.. 706
Ceylon Tea Plantations Co	.. Alton	.. 225
Do.	.. Beaconsfield	.. 168
J. S. Stevenson	.. Blairavon	.. 177
Whittall & Co.	.. Minna	.. 277

1st to 12th section, 7 9/10 miles.

Proprietors or Agents	Estates.	Acreage.
Mackwood & Co.	.. Scarborough	.. 276
C. B. Prettijohn	.. Ormidale	.. 350
Mackwood & Co.	.. Anandale	.. 296
Whittall & Co.	.. Cleveland	.. 340
Rosehaugh Tea Co.	.. Caledonia and Meeriacotta	409
Fairlawn Estate Co.	.. Suriakanda	.. 221
Do.	.. Fairlawn	.. 297
Do.	.. Glencoe (Bargany)	.. 208
Scottish Ceylon Tea Co.	.. Mincing Lane	.. 194
A. J. Austin	.. Ladbrook	.. 208
Ceylon Tea Plantations Co.	.. Upcot	.. 232
C. B. Prettijohn	.. Strathspey	.. 231

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 16, 1919. Chairman.

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

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

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

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Wanarajah Tea Company of Ceylon, Ltd.	.. Wanarajah	.. 345

1st and 2nd sections, 2 miles.

South Wanarajah Tea Estates Co.	South Wanarajah	250
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1st to 4th section, 4 miles.

Ceylon Proprietary Company	.. Summerville	.. 239
K. D. Kershaw	.. Blair Athol	.. 306
M. V. Aranasalam Retty Cangany	.. Carfax	.. 298
K. Rollo and Mrs. Mercer	.. Gorthie	.. 308
Whittall & Co.	.. Dunkeld	.. 237
Castlereagh Estate Company	.. Castlereagh	.. 511
Whittall & Co.	.. Banff	.. 211
Do.	.. Elstree	.. 167
Lethenty Tea Estates Company (H. G. Eccles)	.. Lethenty and Essex	.. 320
Do.	.. Marlborough	.. 258
Do.	.. Blairgowrie	.. 114

1st to 6th section, 4.50 miles.

Lethenty Tea Estates Company (H. G. Eccles)	.. Claverton	.. 198
Uplands Tea Estates of Ceylon	.. Osborne	.. 441
Lethenty Tea Estates Company (H. G. Eccles)	.. Broad Oak	.. 306

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 18, 1919. Chairman.

Maskeliya-Crudon Branch Road.

(Maskeliya Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Maskeliya bridge on the 1st mile of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed

to assess the under-mentioned estates to make up the private contributions:—

Government moiety	.. Rs. 45.00
Private contributions	.. Rs. 45.45

Proprietors or Agents.	Estates.	Acreage.
J. M. Robertson & Co.	.. Glentilt	.. 448
Sir Thomas Lipton	.. Bunyan	.. 308
Do.	.. Ovoca	.. 255
J. M. Robertson & Co.	.. Mocha	.. 588
G. B. de Mowbray	.. Dotale	.. 108
J. M. Robertson & Co.	.. Queensland	.. 281
Whittall & Co.	.. Bloomfield	.. 262
Do.	.. Mottingham	.. 258
A. P. Jukes	.. Dunnottar	.. 187
Colombo Commercial Co., Ltd.	.. Emelina	.. 205
Whittall & Co.	.. Brunswick	.. 256
Do.	.. Caskieben	.. 206
Do.	.. Midlothian	.. 244
J. M. Robertson & Co.	.. Deeside	.. 441
Geo. Steuart & Co.	.. Glenugie	.. 377
Do.	.. Bargrove	.. 205

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 16, 1919. Chairman.

Maskeliya-Crudon 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, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

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

1st section, 27.68 lines.

Proprietors or Agents.	Estates.	Acreage.
J. M. Robertson & Co.	.. Glentilt	.. 448
Sir Thomas Lipton	.. Bunyan	.. 296
Do.	.. Ovoca	.. 258
J. M. Robertson & Co.	.. Mocha	.. 588
G. B. de Mowbray	.. Dotale	.. 108

1st to 2nd section, 80.48 lines.

C. E. Wedd	.. Queensland	.. 281
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1st to 4th section, 159.70 lines.

Whittall & Co.	.. Bloomfield	.. 262
Do.	.. Mottingham	.. 258
A. P. Jukes	.. Dunnottar	.. 187
Colombo Commercial Co., Ltd.	.. Emelina	.. 205
Whittall & Co.	.. Brunswick	.. 256
Do.	.. Caskieben	.. 206
Do.	.. Midlothian	.. 244

1st to 6th section, 190.08 lines.

J. M. Robertson & Co.	.. Deeside	.. 441
Geo. Steuart & Co.	.. Glenugie	.. 377
Do.	.. Bargrove	.. 205

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 16, 1919. Chairman.

High Forest-Bramley 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, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	.. Rs. 1,236.00
Private contributions	.. Rs. 1,248.36

1st to 3rd section, 1½ mile.

Proprietors or Agents.	Estates.	Acreage.
Ceylon Up-country Tea Estates, Limited (Bois Brothers, Agents), R. R. Jaques, Superintendent ..	Kurunduoya ..	683
1st to 4th section, 1·92 mile.		
Lanka Plantations Co., Ltd. (J. M. Robertson & Co.), R. R. Jaques, Superintendent ..	Rillamulla ..	230
W. H. Tindall & Co. (Carson & Co., T. H. Williams) ..	Bramley ..	297
United Planters' Co. of Ceylon, Ltd. (Boustead Bros.), T. H. Williams	Lauriston ..	235
High Forest Estates Co., Ltd. (Whittall & Co.), W. P. Spurway	High Forest ..	1,625

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 18, 1919. Chairman.

High Forest-Bramley Branch Road.

(Latrines to Public Works Department Cooly Lines, Brookside-High Forest 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 building 2 sets of pit latrines to Public Works Department cooly lines at the 5th mile, Brookside-High Forest road, which would serve the High Forest-Bramley Branch road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions:—

(Estimate No. D 439 of 1918-19.)

Government moiety ..	Rs. 300·00
Private contributions ..	Rs. 102·50
Total acreage, 3,070—Rate per acre, ·0338c.	

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Ceylon Up-country Tea Estates, Limited (Bois Brothers & Co., Agents), R. R. Jaques ..	Kurunduoya ..	683 ..	22 80
Lanka Plantations Co., Ltd. (J. M. Robertson & Co.), R. R. Jaques ..	Rillamulla ..	230 ..	7 68
W. H. Tindall & Co. (Carson & Co., T. H. Williams) ..	Bramley ..	297 ..	9 92
United Planters' Co. of Ceylon, Ltd. (Boustead Bros.), T. H. Williams ..	Lauriston ..	235 ..	7 85
High Forest Estates Co., Ltd. (Whittall & Co.), W. P. Spurway ..	High Forest ..	1,625 ..	54 25
			102 50

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 3, 1919.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 20, 1919. Chairman.

Barnagala-Pen-y-lan Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate in the district interested in the road, as follows:—

Government moiety ..	Rs. 600
Private contributions ..	Rs. 900

1st to 3rd section, 2 miles 12 chains.

Total acreage, 7,374—Estates' share of cost, Rs. 900—
Sectional rate, ·1220c.—Total rate, ·1220c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
W. J. R. Hamilton ..	Pen-y-lan ..	980 ..	119 61
Do. ..	Kellie Group ..	2,241 ..	273 52
F. R. Bisset ..	Tamaravilly ..	1,350 ..	164 77
C. A. Laing ..	Malgolla ..	481 ..	58 70
M. B. Blount ..	Cattarem ..	578 ..	70 54
W. J. R. Hamilton ..	Dotel-oya ..	1,744 ..	212 86
Total ..			900 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. F. R. Bisset, Chairman, Local Committee, on or before January 31, 1919.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 15, 1919. Chairman.

Brownlow-Luccombe 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 upkeep of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety ..	Rs. 800
Private contributions ..	Rs. 808
1st section, 35·20 lines.	

Proprietors or Agents.	Estates.	Acreage.
Geo. Steuart & Co. ..	Kintyre ..	288
1st to 2nd section, 66·00 lines.		
Geo. Steuart & Co. ..	Bitterne ..	169
1st to 3rd section, 86·40 lines.		
P. C. Adams ..	Rickarton and Leaston ..	596
Geo. Steuart & Co. ..	Gangawatta ..	186
1st to 4th section, 127·60 lines.		
E. & H. A. Webb ..	Mousakele ..	278
1st to 5th section, 158·40 lines.		
Miss V. N. Hood ..	Ekolsund ..	305
1st to 6th section, 184·80 lines.		
F. R. Chapman ..	Nyanza ..	394
1st to 7th section, 204·34 lines.		
Whittall & Co. ..	Rutherford ..	276
Do. ..	Luccombe and Heathfield ..	478
Lambert L. Pieris ..	Hapugastenne ..	606

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, January 16, 1919. Chairman.

Huluganga-Bambraela Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held on Saturday, February 22, 1919, at Knuckles Factory, at 3 P.M.

Business.

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

- The names of the estates (with their acreages) which are interested in and which use the road and bridges;
- The sections of the road used by these estates;
- The names of the proprietors, resident managers or superintendents, and of the agents of these estates—for the assessment of the moiety of cost of maintenance for the year ending September 30, 1919.

Estimate for maintenance of road ..	Rs. 2,613·00
Estimate for maintenance of Huluganga, Dalukoya, and Lebanonoya bridges ..	Rs. 703·50

Knuckles Group, J. P. HORTIN,
Madulkele, January 11, 1919. Chairman, Local Committee.

Huluganga-Bambraela Branch Road.

(Storm Damage.)

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 cost of storm damage between 20 and 24½ miles of the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions:—

Total acreage, 8,667—Rate per acre, .0159c.

(Estimate No. D 487 of 1918-19.)

Government moiety .. Rs. —
Private contributions .. Rs. 138.38

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
S. K. Dawood Saibo	Tharnagala Group	.. 28	.. 0 45
J. C. de Silva	Hulugangawatta	.. 60	.. 0 96
C. B. Clay	Mahousa	.. 614	.. 9 80
C. Woods	Allacolla and Overdale	648	.. 10 35
R. J. Layard	Ratnatenna	.. 456	.. 7 28
Mrs. Woods	Kandekattia	.. 600	.. 9 58
J. C. de Silva	Galgodawatta	.. 22	.. 0 36
G. Purihamine	Wawakanattawatta	.. 22	.. 0 36
Veeppenkangany	Tallagoya	.. 28	.. 0 45
Marie Kangany	Marie's Land and Florence	.. 570	.. 9 10
T. O. Colthurst	Goomera Old and New	844	.. 13 49
Pana Sidambaran Kangany	Galboda	.. 210	.. 3 36
E. R. Cox	Baddegama	.. 184	.. 2 94
E. G. Craddock	Old Tunisgalla	.. 435	.. 6 94
Mackwood & Co.	Halgalla and Madakele	652	.. 10 42
J. P. Hortin	Lebanon Group	.. 1,098	.. 17 54
Do.	Knuckles Group	.. 1,349	.. 21 47
G. G. Ross Clarke	Katooloya	.. 584	.. 9 33
Do.	Gangamulla	.. 263	.. 4 20
			138 38

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 3, 1919.

Provincial Road Committee's Office, Kandy, January 20, 1919. C. S. VAUGHAN, Chairman.

Aluwihare-Dullewa Gap Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1919, and the Local Committee having passed an estimate of Rs. 1,800 for maintenance, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate in the district interested in the road as follows to make up the private contributions:—

Government contribution .. Rs. 900
Private contributions .. Rs. 1,800

Total acreage, 2,404—Private contributions, Rs. 1,800—
Rate per acre, .7487c.

1st to 3rd section, 2 miles 44 chains.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Eastern Produce and Estates Co., Ltd.	Matale West	1,220	.. 913 48
Rosshaugh Tea and Rubber Co., Ltd. (Harold Vickers)	Beredewella	344	.. 257 48
J. B. Tennant	Polwatte	.. 213	.. 159 48
Mrs. H. Hodgson Bell (J. Taylor)	Dullawe	.. 302	.. 226 13
Mafalda Rubber Syndicate (D. A. Steele)	Highwalton	225	.. 168 46
C. Arya-Nayagam	Ratninde	.. 100	.. 74 87
		Total	.. 1,800 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. Harold Vickers (Nikakotuwa estate), Chairman, Local Committee, on or before January 31, 1919.

Provincial Road Committee's Office, Kandy, January 17, 1919. C. S. VAUGHAN, Chairman.

Madulkele-Kabragalla 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, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

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

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
H. F. Dalton	.. Ellerton	.. 72
Do.	.. Nillomally	.. 1,005
C. W. Wood	.. Kelebokka	.. 690
	1st and 2nd sections, 2 miles.	
R. W. Nott	.. Galheria	.. 600
	1st to 4th section, 3½ miles.	
Carson & Co.	.. Bræ and Dell, Hatanwalla, Marnagala	.. 1,694
H. W. Kennedy	.. Deyanella	.. 460
Gordon Frazer & Co.	.. Relugas	.. 378
H. W. Kennedy	.. Kabragalla	.. 386
G. W. Hunter Blair	.. Poengalla, Hoolankanda, and Kirigalpotta	.. 1,109

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

Provincial Road Committee's Office, Kandy, January 15, 1919. C. S. VAUGHAN, Chairman.

St. Margarets-Kirklees Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

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

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
J. G. Sinclair and N. S. Mansergh (R. G. Congreve)	.. Blairlmond	.. 518
	1st to 4th section, 4 miles.	
Lanka Plantations Company (W. A. Gordon)	.. Rappahannock	474
	1st to 6th section, 5.50 miles.	
Estates Company of Uva (E. Strickland)	.. Gampaha	.. 866
Kirklees Estates Co. (George Steuart & Co., R. Lindsay White)	Kirklees	.. 1,077
Mrs. Fanning Patterson (C. J. Patterson)	.. Alagolla	.. 420
The Lucky Land Tea Co., Ltd. (F. J. Whittall)	.. Lucky Land	.. 372

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

Provincial Road Committee's Office, Kandy, January 16, 1919. C. S. VAUGHAN, Chairman.

Norton-Carolina Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above road will be held on Thursday, January 30, 1919, at Glengariff Factory, at 4 P.M.

Business.

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

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

The private contributions on the maintenance estimates for the year ending September 30, 1919, amounts to Rs. 1,515 and Rs. 198.29, respectively.

Theberton estate, S. H. GRIGG,
Watawala, January 20, 1919. Chairman, Local Committee.

Ulapane-Riverside Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above road will be held on Saturday, February 1, 1919, at Mahavilla Factory, at 10 A.M.

Business.

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

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

The private contributions on the maintenance estimates of the road and of the bridge for the year ending September 30, 1919, amount to Rs. 1,212 and Rs. 202, respectively.

Mahavilla estate, GEO. BENZIE,
Ulapane, January 16, 1919. Chairman.

Election of Member, District Road Committee, Chilaw.

THE Provincial Road Committee, North-Western Province, hereby notify that Mr. T. M. Fernando has been elected as Member of the District Road Committee of Chilaw to represent the interests of the native community in the said Committee during the years 1919, 1920, and 1921.

Provincial Road Committee, N. E. ERNST,
Kurunegala, January 20, 1919. Secretary.

Unofficial Members, District Road Committee, Chilaw.

IT is hereby notified that the under-mentioned gentlemen have been appointed to serve as Unofficial Members of the District Road Committee, Chilaw, for the years 1919, 1920, and 1921.

Messrs. F. C. Gedge (European); N. J. Martin (Burgher),

Office of the Provincial Road Committee, N. E. ERNST,
Kurunegala, January 20, 1919. Secretary.

Road from Parakaduwa Station to Hemmingford Estate.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1918, to September 30, 1919, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate in the

district interested in the maintenance of the under-mentioned road, as follows:—

ROAD FROM PARAKADUWA STATION TO HEMMINGFORD ESTATE.

(Estimate No. D 391 of October 17, 1918.)

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

1st section, 1 mile.

Total acreage, 2,990—Moiety of cost, Rs. 413.51—
Rate per acre, 13.8297.

Assessment.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Michael J. de Jong	De Jong Group	46	6	36
The Grand Central Rubber Company	Meegastenna	132	18	25

1st to 2nd section 1.48 mile.

Total acreage, 2,812—Moiety of cost, Rs. 198.49—
Rate per acre, 7.0586—Total rate, 20.8883.

The General Tea Estates, Hemmingford				
Ltd.	Group	..	1,297	.. 270 96
G. A. Talbot	Digowa	..	541	.. 113 0
Manikanda Rubber Co., Ltd. (Carson & Co., Agents)				
..	Manikanda	..	400	.. 83 55
A. J. R. de Soysa	Tatuwalakanda	..	335	.. 69 97
A. H. T. de Soysa	Hillington	..	59	.. 12 32
T. A. de S. Wijeratna,	Gaffoor buildings, Fort,			
Colombo	Pannila	..	180	.. 37 59
				Total .. 612 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before March 5, 1919.

Provincial Road Committee's Office, E. RODRIGO,
Ratnapura, January 21, 1919. for Chairman.

Ratnapura-Malwala Ferry Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Malwala ferry bridge on the Ratnapura-Malwala Ferry Branch road, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate in the district interested, as follows:—

SECTION 2A, BRIDGE ACROSS MALWALA FERRY.

(Estimate No. D 531 of November 21, 1918.)

Government moiety .. Rs. 112.50
Private contributions .. Rs. 114.75

Assessment.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Lansdowne Rubber Co., Ltd. (Carson & Co., Agents).				
N. D. S. Silva, Winyatts,	Lansdowne	..	721	.. 9 70
Gregory's road, Colombo	Silvaland	..	506	.. 6 80
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agarsland	..	469	.. 6 31
The Consolidated Tea and Lands Co., Ltd.				
..	Galboda	..	742	.. 9 98
Do.	Hapugastenna Group	..	3,393	.. 45 69
Do.	Alupolla	..	2,496	.. 33 58
M. G. Gomez	Dikmukalana	..	200	.. 2 69
				Total .. 114 75

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before March 5, 1919.

Provincial Road Committee's Office, E. RODRIGO,
Ratnapura, January 21, 1919. for Chairman.

Ratnapura-Malwala Ferry Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1918, to September 30, 1919, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate in the district interested in the maintenance of the under-mentioned road, as follows:—

RATNAPURA-MALWALA FERRY BRANCH ROAD.
(Estimate No. D 390 of October, 17, 1918.)

Government moiety	Rs. 3,500
Private contributions	Rs. 3,570
Less unexpended balance of private contributions with the Colonial Treasurer as per his letter No. 120 of June 28, 1918, to Chairman, Provincial Road Committee, Ratnapura—Maintenance, Rs. 205·13, Conversion of bridges, Rs. 309·93 .. 515 6	
Balance to be recovered from Estates .. 3,054 94	

1st section, 2 miles.

Total acreage, 10,608—Moiety of cost, Rs. 1,221·96—
Sectional rate, 11·5192c—Total rate, 11·5192c.

Assessment.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
The Mahawala Tea Estates Company, Ltd. .. Mahawala ..		1,551	178	66

2nd section, 3 miles.

Total acreage, 9,057—Moiety of cost, Rs. 1,832·98—
Sectional rate, 20·2382c—Total rate, 31·7574c.

Assessment.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Saffragam Tea and Rubber Co., Ltd. .. Carney ..		530	168	31
Lansdowne Rubber Co., Ltd. (Carson & Co., Agents) .. Lansdowne ..		721	228	96
N. D. S. Silva, Winyatts, Gregory's road, Colombo Silvaland ..		506	160	60
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo .. Agarsland ..		469	148	94
The Consolidated Tea and Lands Co., Ltd. .. Galboda ..		742	235	63
Do. .. Hapugastenna Group ..		3,393	1,077	58
Do. .. Alupolla ..		2,496	792	66
M. G. Gomez .. Dikmukalana ..		200	63	51
			3,054	94

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before March 5, 1919.

Provincial Road Committee's Office,
Ratnapura, January 21, 1919.

E. RODRIGO,
for Chairman.

LOCAL BOARD NOTICES.**LOCAL BOARD OF HATTON-DIKOYA.****Statement of Probable Revenue and Expenditure for 1919.**

Receipts.	Rs.	c.	Expenditure.	Rs.	c.
Taxes ..	8,650	0	Interest and sinking fund on loans ..	1,800	0
Licenses ..	5,368	46	Cost of administration ..	4,527	34
Rents ..	4,272	0	Education ..	60	0
Fines ..	170	0	Sanitation ..	8,774	0
Miscellaneous ..	487	20	Lighting ..	770	0
			Police ..	75	0
			Public works ..	1,150	0
			Miscellaneous ..	634	25
	18,947	66		17,590	59
Balance on December 31, 1918 ..	8,357	41	Balance ..	9,714	48
Total ..	27,305	7	Total ..	27,305	7

Statement of Assets and Liabilities of the Local Board of Hatton-Dikoya on December 31, 1918.

Liabilities.	Rs.	c.	Assets.	Rs.	c.
Payment orders outstanding ..	23	0	Cash in Kachcheri ..	7,373	9
Balance surplus ..	8,922	41	Cash in Hatton Bank ..	1,007	32
			Advances (balance outstanding) ..	65	0
			Investment in Ceylon war loan ..	500	0
Total ..	8,945	41	Total ..	8,945	41

Kandy Kachcheri,
January 18, 1919.

C. S. VAUGHAN,
Chairman.

Board of Improvement, Nuwara Eliya.

IN terms of section 9 of Ordinance No. 7 of 1893, notice is hereby given of the existence of rabies within the limits of the Board of Improvement, Nuwara Eliya.

The regulations framed under section 9 of the Rabies Ordinance (No. 7 of 1893), and published in the *Government Gazette* No. 6,447 of June 16, 1911, will be enforced within the said limits from the date hereof.

Board of Improvement, M. M. WEDDERBURN,
Nuwara Eliya, January 18, 1919. Chairman.

Commutation Tax, Local Board, Jaffna.

NOTICE is hereby given to persons residing within the limits of the Local Board of Jaffna that the Board, acting under the provisions of section 35 of "The Local Boards Ordinance, 1898 and 1901," has resolved that on account of the year 1919 a tax, payable in six days' labour, be imposed upon all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not

been passed, would have been liable under the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of roads or other public means of communication by land or by water.

Such labour may be commuted by money payment of Rs. 2, on or before March 31, 1919.

Local Board Office,
Jaffna, January 15, 1919.

H. E. JANSZ,
for Chairman.

Vehicles and Animals Taxes, Local Board, Jaffna.

NOTICE is hereby given to persons residing within the limits of the Local Board of Jaffna that the Board, acting under the provisions of section 36 of "The Local Boards Ordinance, 1898 and 1901," has resolved that an annual tax be imposed for the year 1919 on all carriages, jinrickshaws, carts, hackeries, horses, ponies, mules, bullocks, and asses kept or used within the town for which such Board is constituted, and which are not (as respects carts, carriages, and coaches) the carts, carriages other than hackeries, and coaches referred to in section 29 of the Ordinance No. 13 of 1898, at the rates specified in the schedule hereto annexed:—

SCHEDULE.

	Rs.	c.		Rs.	c.
Carriages ..	5	0	Horse, pony, or mule ..	1	25
Jinrickshaws ..	2	0	Bullock or ass ..	0	50
Cart or hackery ..	2	0	Bicycles ..	2	0

Local Board Office,
Jaffna, January 15, 1919.

H. E. JANSZ,
for Chairman.

LOCAL BOARD OF HEALTH AND IMPROVEMENT, CHILAW.**Statement of Revenue and Expenditure of the Local Board, Chilaw, for the Year 1918.**

Revenue.	Rs.	c.	Expenditure.	Rs.	c.
Taxes ..	9,569	48	Cost of administration ..	4,709	29
Licenses ..	6,864	75	Sanitation ..	7,786	6
Rents ..	4,899	95	Lighting ..	2,885	8
Fines ..	76	75	Police charges ..	87	27
Miscellaneous ..	2,070	4	Public works ..	15,876	99
Other receipts ..	1,123	94	Miscellaneous ..	1,158	53
			Other payments ..	971	24
	24,104	91		32,974	46
Balance on January 1 1918 ..	10,827	26	Balance on December 31, 1918 ..	1,457	71
Total ..	34,432	17	Total ..	34,432	17

Deposited in the bank .. 6,589 48
With Government (premium bonds) .. 7,500 0

Statement of Assets and Liabilities of the Local Board, Chilaw, on December 31, 1918.

Liabilities.		Assets.	
	Rs. c.		Rs. c.
Balance surplus	15,547 14	Cash in hand	1,457 71
		Cash in bank	6,589 48
		Cash with Government (premium bonds)	7,500 0
Total	15,547 14	Total	15,547 14

Estimate of Probable Revenue and Expenditure of the Local Board, Chilaw, for 1919.

Revenue.		Expenditure.	
	Rs. c.		Rs. c.
Taxes	14,866 70	Cost of administration	4,742 0
Licenses	5,870 0	Sanitation	3,570 0
Rents	5,216 0	Lighting	2,660 0
Fines	300 0	Police charges	100 0
Miscellaneous	1,413 0	Public works	8,151 50
		Miscellaneous	420 0
		War allowance	422 16
			25,065 66
Balance on January 1, 1919	1,457 71	Balance (probable) on December 31, 1919	3,557 75
Total	23,623 41	Total	28,623 41

Return relating to the Local Board of Health and Improvement, Chilaw, for 1918.

Name of body: Local Board of Health and Improvement, Chilaw.
Authority under which established: Ordinance No. 7 of 1876, amended by Ordinance No. 13 of 1898.

Powers and duties: As defined in section 55 to 86 of Ordinance No. 13 of 1898—maintenance of public health and the general improvement and conservancy of the town of Chilaw.

Sources of revenue: Moneys levied and fines imposed under the Local Board Ordinance, all sums of fees and stamp duties payable under certain Ordinances and specified in clause 29, tax on dogs, vehicle tax, tax payable in labour or in money in commutation of such labour, and assessment tax.

Amount of revenue from taxation: Rs. 9,569 48.
Total revenue, including all other sources: Rs. 34,432 17, including balance of Rs. 10,327 26 from 1917.

Expenditure: Rs. 32,974 46.

Net amount of debt: Nil.

Governing body, name, and mode of appointment: Officers appointed by the Governor under section 5 of Ordinance No. 13 of 1898, Walter Hugh Bertram Carbery, Chairman; A. H. Nathanielsz, District Engineer, Chilaw; Henry Cooray, Medical Officer, Chilaw. Unofficial Members, elected under clause 7 of Ordinance No. 13 of 1898, C. E. Corea, Proctor, Supreme Court; T. M. Fernando, J.E., U.P.M., Proctor, Supreme Court; and J. Lazarus Fernando.

Local Board Office,
Chilaw, January 9, 1919.

W. H. B. CARBERY,
Chairman.

Notice of Sale, Local Board, Badulla.

NOTICE is hereby given that the lands, materials, &c., mentioned in the annexed schedule, having been seized for default in payment of Police and Local Board rates, Badulla, for the 3rd quarter of 1918, will be sold by public auction at the Badulla Kachcheri on February 8, 1919, at 1 P.M., in conformity with Ordinances Nos. 13 of 1898 and 16 of 1865, unless in the meantime the amounts owing in respect of rates, together with the lawful costs of seizure and sale, are duly paid.

Badulla Kachcheri,
January 15, 1919.

F. MARSHALL,
for Government Agent.

SCHEDULE.

No. of Property.	Name of Owner.	Amount.
		Rs. c.
4	A. G. Lisk	0 50
8	Weebaddegadara Siyatu	0 50
179	Dantuhami	0 50
206	Estate of K. Hudumenika	0 80
437	D. Punchimenika	0 50
524	Estate of N. Weerakoon	9 45
821	Mrs. B. H. Doole	5 25
1030	J. M. Sudu Banda	0 50
1069B	Charles, Peon	0 80
1110	D. C. C. Senaratna	0 50
1120	R. M. Punchirale	0 50
1129	D. W. Seneviratne	0 53
1130	Do.	0 53
1174	W. A. Romanis Appuhami	0 50
1182	Waruse Achi	0 50
1193	G. Ranhami	0 50
1200	C. S. Ibrahim	0 50
1201	W. Nonahami and Lucyhami	0 50

No of Property.	Name of Owner.	Amount.
		Rs. c.
1208	W. Siyatu	0 50
1215	W. Banda	0 50
1226	Tikirihami	0 50
1285	D. C. Wijetilaka	0 50
1306	W. Romanis Appu	0 50
1384	B. Dingirimenika	0 50
1420	E. J. M. Appuhami	0 50
1463	A. P. Heenmenika	0 50
1539	Kataragama Devale	0 50
1572	J. M. S. Banda	0 98
1573	Do.	0 53

LOCAL BOARD OF RATNAPURA.

Statement of Revenue and Expenditure of the Local Board of Ratnapura for 1918.

Revenue.		Expenditure.	
	Rs. c.		Rs. c.
Taxes	15,714 87	Interest and sinking fund	—
Licenses	8,086 73	Cost of administration	4,708 0
Fines	1,689 91	Office contingencies	323 19
Rents	2,474 75	Cost of audit	171 53
Miscellaneous	5,527 45	Revenue charges	1,125 9
Pension contribution	230 1	Education	254 0
		Sanitation	9,127 96
		Lighting	2,558 7
		Police charges	64 40
		Miscellaneous	1,341 62
		Public Works—	
		Maintenance	8,520 7
		Extraordinary	3,645 82
			31,844 95
Balance on December 31, 1917	6,775 89	Balance on December 31, 1918	8,634 66
Total	40,479 61	Total	40,479 61

Statement of Assets and Liabilities of the Local Board of Ratnapura at December 31, 1918.

Liabilities.		Assets.	
	Rs. c.		Rs. c.
Deposits	1,218 50	Cash in Kachcheri	9,853 16
Balance, surplus—		War loan	5,000 0
Cash	8,634 66		
Investment	5,000 0		
Total	14,853 16	Total	14,853 16

Statement of Probable Revenue and Expenditure of the Local Board of Ratnapura for 1919.

Revenue.		Expenditure.	
	Rs. c.		Rs. c.
Taxes	15,006 48	Interest and sinking fund	—
Licenses	7,014 23	Cost of administration	4,757 0
Fines	1,200 0	Office contingencies	310 0
Rents	4,023 60	Cost of audit	168 51
Miscellaneous	4,650 0	Revenue charges	1,176 52
Pension contribution	78 60	Education	255 0
		Sanitation	8,953 0
		Lighting	2,594 0
		Police charges	75 0
		Miscellaneous	1,124 80
		Public Works—	
		Maintenance	10,788 87
		Extraordinary	2,680 22
			32,882 92
Balance on December 31, 1918	8,634 66	Probable balance on December 31, 1919	7,729 65
Total	40,612 57	Total	40,612 57

Deposit Account of the Local Board of Ratnapura for 1918.

Deposits		Payments	
	Rs. c.		Rs. c.
Deposits	1,750 43	Payments	1,468 56
Balance, 1917	931 63	Balance, 1918	1,218 50
Total	2,682 6	Total	2,682 6

Ratnapura Local Board,
January 16, 1919.

B. CONST ANTINE,
Chairman.

Public Bathing Places.

IT is hereby notified that, in terms of section 4 of Chapter VIII. of Schedule D to Ordinance No. 2 of 1901, the following places have been set apart by the Local Board of Ratnapura for public bathing:—

Pusselliadde well in Batugedara Old road.
Leynediya spout in Weralupe.

Local Board Office,
Ratnapura, January 20, 1919.

B. CONSTANTINE,
Chairman.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Prices of Foodstuffs, &c., in Colombo on January 15, 1919.

	Per	Wholesale. Rs. c.	Per	Retail. Rs. c.
Paddy, Country .. Bushel	..	3 81	.. Measure ..	—
Paddy, Imported	do.	—	do.	—
Rice, Country ..	do.	—	do.	—
Rice, Kara ..	do.	—	do.	—
Rice, Kallunda ..	do.	6 25	do.	0 20
Rice, Sulai ..	do.	6 50	do.	0 21
Rice, Muttusamba	do.	12 0	do.	0 39
Raw Rice (Rangoon)	do.	7 0	do.	—
Raw Rice (Singapore)	do.	—	do.	—
Raw Rice (Batavia)	do.	—	do.	—
Dholl (Thovarem)	do.	—	.. Seer ..	0 22
Dholl (Mysore) ..	do.	—	do.	0 18
Green Peas ..	do.	—	do.	0 28
Ulundu ..	do.	—	do.	0 25
Gram ..	do.	—	do.	0 22
Wheat Flour ..	—	—	.. lb. ..	0 20
American Flour ..	—	—	do.	0 20
Ghee, Cow ..	—	—	.. Seer ..	5 25
Ghee, Buffalo ..	—	—	do.	3 00
Milk ..	—	—	.. Bottle ..	0 30
Potatoes (Indian)	—	—	.. lb. ..	0 12
Potatoes (Bangalore)	—	—	do.	0 11
Onions (Bombay)	—	—	do.	0 12
Onions, Red ..	—	—	do.	0 12
Bread ..	—	—	.. 1-lb. loaf ..	0 18
Tea ..	—	—	.. lb. ..	1 00
Coffee ..	—	—	do.	0 56
Limes ..	—	—	.. Dozen ..	0 9
Coconuts ..	—	—	.. Each ..	0 7
Sugar, Soft ..	—	—	.. lb. ..	0 25
Sugar, Crepe ..	—	—	do.	0 21
Sugar (Ceylon) ..	—	—	do.	—
Sugar Candy ..	—	—	do.	0 28
Sugar, Brown ..	—	—	do.	—
Salt ..	—	—	.. Measure ..	0 14
do.	—	—	.. lb. ..	—
Dried Chillies ..	—	—	do.	0 44
Coriander ..	—	—	do.	0 20
Pepper ..	—	—	.. Measure ..	0 64
Garlic ..	—	—	.. lb. ..	0 40
Mustard ..	—	—	.. Measure ..	0 24
Turmeric ..	—	—	.. lb. ..	0 26
Fenugreek ..	—	—	do.	0 20
Cummin ..	—	—	do.	0 56
Aniseed ..	—	—	do.	0 25
Tamarind ..	—	—	do.	0 10
Jaggery ..	—	—	.. Bundle ..	0 28
Gingelly ..	—	—	.. Seer ..	0 31
Gingelly Oil ..	—	—	.. Bottle ..	1 30
Coconut Oil ..	—	—	.. Measure ..	0 60
Kerosine Oil, Day-light	—	—	.. Bottle ..	—
Kerosine Oil, Monkey Brand	—	—	do.	0 20
Matches, Three Stars	—	—	.. Packet of 12 boxes	0 24
Matches (Japanese)	—	—	do.	0 20
Beef ..	—	—	.. lb. ..	0 30
Mutton ..	—	—	do.	0 60
Pork ..	—	—	do.	0 40
Chicken ..	—	—	.. Each cents 50 to 75	0 75
Eggs ..	—	—	do.	0 7
Dry Fish, Nettali (Halmessan)	—	—	.. lb. ..	0 25
Dry Fish (Maldiva)	—	—	do.	0 48

S. H. WADIA,

The Municipal Office,
Colombo, January 15, 1919.Financial Assistant to the
Chairman, Municipal Council.

Prices of Foodstuffs, &c., in Colombo on January 22, 1919.

	Per	Wholesale. Rs. c.	Per	Retail. Rs. c.
Paddy, Country .. Bushel	..	4 0	.. Measure ..	—
Paddy, Imported	do.	—	do.	—
Rice, Country ..	do.	—	do.	—
Rice, Kara ..	do.	—	do.	—
Rice, Kallunda ..	do.	5 75	do.	0 19
Rice, Sulai ..	do.	6 25	do.	0 21
Rice, Muttusamba	do.	10 50	do.	0 34
Raw Rice (Rangoon)	do.	6 25	do.	—
Raw Rice (Singapore)	do.	—	do.	—
Raw Rice (Batavia)	do.	—	do.	—
Dholl (Thovarem)	do.	—	.. Seer ..	0 24
Dholl (Mysore) ..	do.	—	do.	0 18
Green Peas ..	do.	—	do.	0 28
Ulundu ..	do.	—	do.	0 30
Gram ..	do.	—	do.	0 22
Wheat Flour ..	—	—	.. lb. ..	0 18
American Flour ..	—	—	do.	22
Ghee, Cow ..	—	—	.. Seer ..	5 50
Ghee, Buffalo ..	—	—	do.	3 20
Milk ..	—	—	.. Bottle ..	0 30
Potatoes (Indian)	—	—	.. lb. ..	0 11
Potatoes (Bangalore)	—	—	do.	0 12
Onions (Bombay)	—	—	do.	0 12
Onions, Red ..	—	—	do.	0 10
Bread ..	—	—	.. 1-lb. loaf ..	0 18
Tea ..	—	—	.. lb. ..	1 10
Coffee ..	—	—	do.	0 56
Limes ..	—	—	.. Dozen ..	0 12
Coconuts ..	—	—	.. Each ..	0 8
Sugar, Soft ..	—	—	.. lb. ..	0 25
Sugar, Crepe ..	—	—	do.	0 21
Sugar (Ceylon) ..	—	—	do.	—
Sugar Candy ..	—	—	do.	0 28
Sugar, Brown ..	—	—	do.	—
Salt ..	—	—	.. Measure ..	0 13
do.	—	—	.. lb. ..	0 25
Dried Chillies ..	—	—	do.	0 42
Coriander ..	—	—	do.	0 18
Pepper ..	—	—	.. Measure ..	0 60
Garlic ..	—	—	.. lb. ..	0 34
Mustard ..	—	—	.. Measure ..	0 24
Turmeric ..	—	—	.. lb. ..	0 20
Fenugreek ..	—	—	do.	0 18
Cummin ..	—	—	do.	0 56
Aniseed ..	—	—	do.	0 24
Tamarind ..	—	—	do.	0 10
Jaggery ..	—	—	.. Bundle ..	0 28
Gingelly ..	—	—	.. Seer ..	0 24
Gingelly Oil ..	—	—	.. Bottle ..	0 87
Coconut Oil ..	—	—	.. Measure ..	0 60
Kerosine Oil, Day-light	—	—	.. Bottle ..	—
Kerosine Oil, Monkey Brand	—	—	do.	0 18
Matches, Three Stars	—	—	.. Packet of 12 boxes	0 24
Matches (Japanese)	—	—	do.	0 21
Beef ..	—	—	.. lb. ..	0 30
Mutton ..	—	—	do.	0 60
Pork ..	—	—	do.	0 40
Chicken ..	—	—	.. Each ..	0 87
Eggs ..	—	—	do.	0 6
Dry Fish, Nettali (Halmessan)	—	—	.. lb. ..	0 25
Dry Fish (Maldiva)	—	—	do.	0 48

S. H. WADIA,

The Municipal Office,
Colombo, January 22, 1919.Financial Assistant to the
Chairman, Municipal Council.

MUNICIPALITY OF KANDY.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Kandy, in terms of the 137th clause of the Ordinance No. 6 of 1910, for arrears of police and lighting rate and water-rate due on the premises for 3rd quarter, 1918, and of which particulars are given in the under-mentioned lists, will be sold by public auction on the spot in the order and time stated, unless in the meantime the amount of the rates and taxes and costs be duly paid.

LIST A.—On Thursday, February 20, 1919, commencing at the first-named premises at 8 A.M.

LIST B.—On Friday, February 21, 1919, commencing at the first-named premises at 8 A.M.

LIST C.—On Saturday, February 22, 1919, commencing at the first-named premises at 8 A.M.

The Municipal Office, By order, JAS. JAYATILLEKE,
Kandy, January 21, 1919. Secretary.

LIST A.—Trincomalee street.

No.	Description of Property.	Reputed Owner.
A	.. House and land	.. Uduma Lebbe Marikkar
47	.. Do.	.. Mohamado Lebbe

No.	Description of Property.	Reputed Owner.
55	.. House and land	.. A. M. Mudiense, Korala
57	.. Do.	.. A. M. Mudannayake
59 to 61	.. Houses and lands	.. R. Nugawela and others
62	.. House and land	.. T. B. Aluwihare
73	.. Do.	.. D. Gunasekera
74	.. Do.	.. Senaviratne, lessee
74a	.. Do.	.. D. M. Dias
76	.. Do.	.. S. Colonde, lessee
80, 81, & 82	.. Houses and lands	.. John Halangoda
92	.. House and land	.. M. C. A. Jawad
95, 96	.. Do.	.. A. B. Cassee Lebbe
114a to w, 116	.. Houses and lands	.. Mammala Marikkar
109	.. House and land	.. S. Colande, lessee
134	.. Do.	.. A. L. Abdul Rahim
143	.. Do.	.. A. L. M. Haniffa
151	.. Do.	.. P. B. Deldeniya
158	.. Do.	.. D. M. Abeyegunsekere
161	.. Do.	.. Mohamed Cassim
162	.. Do.	.. Y. M. Salley
173	.. Do.	.. Abdul Razeed
175	.. Do.	.. S. Colande, lessee
181, 182	.. Do.	.. Maimoon Natchia
183, 183a	.. Do.	.. M. Idroos
186	.. Do.	.. A. R. Marikkar
187	.. Do.	.. Meera Mohidin
197-199	.. Do.	.. Dullewe Kumarihamy
201	.. Do.	.. K. Banda
208	.. Do.	.. Switamuttu Samuel
225	.. Do.	.. A. R. M. Marikkar
229	.. Do.	.. M. C. M. Yoosoof
232	.. Do.	.. S. T. Abdul Rahiman
234	.. Do.	.. T. B. Aluwihare
242	.. Do.	.. N. M. A. Carim
250	.. Do.	.. Uduma Lebbe
263 & 264 to		
265b	.. Houses and lands	.. Habusa Umma
266 to 268	.. Do.	.. A. S. Colande Marikkar
269	.. House and land	.. G. R. M. Dingiri Banda
295	.. Do.	.. A. L. Abdul Rahim
328	.. Do.	.. D. M. Abeyegunsekere
329	.. Do.	.. E. Giriagama
362	.. Do.	.. D. W. Abeyegunsekere

List B.—Colombo street.

3	.. House and land	.. D. S. Abeyegunsekere
54 to 58	.. Houses and lands	.. A. M. Meeya Lebbe, lessee
118, 118a to z	.. Do.	.. Habeebu Lebbe's estate
143 & 145	.. Do.	.. Siyadoris de Silva
146	.. House and land	.. A. M. B. Solomon de Silva
158a to e to	.. Houses and lands	.. Sinna Tamby Cader Umma
158k to m	.. Do.	.. Umma
216	.. House and land	.. Andrew Luchow

Brownrigg street.

62-75	.. Houses and lands	.. Suleyha Umma
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Castle Hill street.

C	.. House and land	.. W. B. Cornelis de Silva
44 to 44c	.. Houses and lands	.. D. D. Stephen, lessee
49 to 51 & 52.	.. Do.	.. M. B. Panabokke
85a	.. House and land	.. S. Abdul Hamid
118a-e & 121	.. Houses and lands	.. Kataragama Dewale

King street.

16	.. House and land	.. Maradana Mosque
21	.. Do.	.. Hassen, lessee
79, 80	.. Do.	.. A. M. Mohammado Lebbe
89	.. Do.	.. S. M. N. Batcha, lessee

Cross street.

3	.. House and land	.. Mrs. S. Buckman
9	.. Do.	.. J. F. Ratnayake

Hill street.

5	.. House and land	.. Keppitipola Ratemahatmaya
22	.. Do.	.. A. Abdul Rahiman
23	.. Do.	.. D. A. A. Weerasekera

No.	Description of Property.	Reputed Owner.
2 to 4	.. Houses and lands	.. H. M. Mohideen
2 to 8	.. Houses and lands	.. Dalada Maligawa
26c	.. House and land	.. W. B. Cornelis de Silva
13	.. House and land	.. H. Wijenayake
15	.. Do.	.. Piadasa Unnanse
18	.. Do.	.. D. E. Weerasooriya
8a, b	.. House and land	.. Slema Lebbe Abdul Gaf-foor
10 to 12	.. Houses and lands	.. H. M. Haniffa
13 to 15	.. Do.	.. A. R. M. Marikkar
18 & 19	.. Do.	.. U. S. Pitchey
26a	.. House and land	.. S. Abdul Rahaman
27, 28	.. Houses and lands	.. I. L. S. Abdeen
30	.. House and land	.. Sulaima Lebbe Zainu-deen
31a, b	.. Do.	.. N. L. Abdul Carim
39	.. Do.	.. C. L. M. Seyadu Umma
44	.. Do.	.. U. S. Pitchey
57a to 58 & 61	.. Houses and lands	.. A. R. M. Marikkar
89 & 91	.. Do.	.. Mrs. H. M. Jayatilleke
105, 114 to 117	.. Do.	.. D. M. Wijesooria
119a, 119b, 126	.. Do.	.. do.
118, 119	.. Do.	.. D. K. Gunasekera
132 & 135	.. Do.	.. W. A. F. Perera
133 & 134, 136,		
137	.. Do.	.. W. Dona Catherinahamy
143	.. House and land	.. D. C. S. Gunasekera
150	.. Do.	.. Vellasamy Kangany
160b to 160f	.. Houses and lands	.. M. L. M. Abdul Cader
161 to 163a	.. Do.	.. M. L. Seyado Mohidin Lebbe
166	.. House and land	.. D. S. Senanayake
168 to 171	.. Houses and lands	.. Alice P. Weerasinghe
183, 183a to l	.. Do.	.. do.
197a	.. House and land	.. D. C. S. Guansekere
201a, b	.. Houses and lands	.. D. M. A. Wijesooria
202, 205 to 207	.. Do.	.. do.
203, 204	.. Do.	.. W. Dona Punchi Nona
242	.. House and land	.. M. L. Deen
242a, b	.. Do.	.. Pana Abdul Cader
252	.. Do.	.. Heirs of Seyzadu Umma
259	.. Do.	.. L. M. Rapiatu Natchia
263	.. Do.	.. Heirs of Seyzadu Umma
268, 268a	.. Do.	.. A. R. M. Marikkar
269 to 274	.. Houses and lands	.. L. M. Rapiatu Natchia
277	.. House and land	.. Slema Lebbe Abdul Gaf-foor
6 & 7	.. House and land	.. Cader Saibo
6 & 8	.. Houses and lands	.. W. E. Weerasinghe
15	.. House and land	.. Ukku Kolla
19	.. Do.	.. H. D. Jayasinghe
16	.. Do.	.. W. Weerakody
31	.. Do.	.. Naina Marikkar Hadjar
1, 2, 3	.. Houses and lands	.. Miss M. Munasinghe
26 & 27	.. Do.	.. Ismail Lebbe
4 to 4c	.. Houses and lands	.. H. U. Banda
1	.. House and land	.. K. A. D. R. H. M. de Silva
8a	.. Do.	.. Rapiatu Umma
14	.. Do.	.. Dona Engina Perera
15, 16	.. Do.	.. D. C. Abeyesekere
18, 18a	.. Do.	.. A. D. John
20a, 20b	.. Do.	.. Girigoris de Silva

Old Matale road.

6 & 7	.. House and land	.. Cader Saibo
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Lady Torrington road.

6 & 8	.. Houses and lands	.. W. E. Weerasinghe
15	.. House and land	.. Ukku Kolla
19	.. Do.	.. H. D. Jayasinghe
16	.. Do.	.. W. Weerakody
31	.. Do.	.. Naina Marikkar Hadjar

Cemetery road.

1, 2, 3	.. Houses and lands	.. Miss M. Munasinghe
26 & 27	.. Do.	.. Ismail Lebbe

Asgiriya road.

4 to 4c	.. Houses and lands	.. H. U. Banda
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Udamadapota.

1	.. House and land	.. K. A. D. R. H. M. de Silva
8a	.. Do.	.. Rapiatu Umma
14	.. Do.	.. Dona Engina Perera
15, 16	.. Do.	.. D. C. Abeyesekere
18, 18a	.. Do.	.. A. D. John
20a, 20b	.. Do.	.. Girigoris de Silva