

*Register*  
*28/3*  
*1919*

*P.H.*  
*13/3*



# Ceylon Government Gazette

Published by Authority.

No. 6,999 — FRIDAY, MARCH 7, 1919.

## Part I.—General.

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**NEW LAW REPORTS.**—Part XIII. of Vol. XX. was issued on the 4th instant.

### 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 the immovable property described in the schedule hereto has been transferred by the liquidators of the enemy firm of A. Humbert, in terms of “The Enemy Firms Liquidation Ordinance, No. 20 of 1916,” as amended by Ordinance No. 4 of 1917, to Harry Creasy, of Colombo, Administrator with the will annexed of the estate and effects in Ceylon of the late Sir Charles Peter Layard :

Now know Ye that We, the Governor of Ceylon, by virtue of the powers in Us vested by section 45 of the said Ordinance, do hereby declare that a conveyance of the said immovable property and of any property, movable or immovable, transferred in connection therewith, executed in pursuance of the said transfer, shall confer upon the said Harry Creasy an absolute title to the property comprised in the said transfer.

Given at Kandy, in the said Island of Ceylon, this Third day of March, 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.

All that and those the property and premises called and known as “St. Andrews,” comprising the following premises, which adjoin each other and form one property, and from their situation as respects each other can be included in one survey, to wit:—

All that allotment of land, with the house or cottage and buildings thereon, called St. Andrews, situated within the Board of Improvement limits of Nuwara Eliya, in the District of Nuwara Eliya, in the Central Province of the Island of Ceylon, bounded on the north by property of P. L. McMahon, on the east by a water-course, a ditch, and a stream

dividing the said land from the property of the said P. L. McMahon, on the south by a stream, a road, and a stream, and on the west by the remaining portion of the land described in title plan No. 42,992, containing in extent six acres one rood and seven perches (6A. 1R. 7P.) according to the survey and description thereof dated April 18, 1896, made by S. W. Spencer, Surveyor, excluding, however, therefrom a portion in extent one acre and fifteen perches (1A. 0R. 15P.) acquired by Government for a public purpose, registered O 19/74 in the Kandy District Land Registry Office.

2. All that allotment of land called St. Andrews, situated within the Board of Improvement limits of Nuwara Eliya, in the District of Nuwara Eliya aforesaid; bounded on the north by lot No. 15,701 described in preliminary plan No. 5,795, east by land described in title plan No. 42,992, south by lot No. 15,684 described in preliminary plan No. 5,795 and land described in title plan No. 42,992, and west by lot No. 15,684 described in preliminary plan No. 5,795, containing in extent one acre one rood and seventeen perches and seventy-five hundredths of a perch (1A. 1R. 17.75P.), and described as lots 86 and 87 according to the survey and description thereof authenticated by R. S. Templeton, Acting Surveyor-General, bearing date September 22, 1910, No. 272,878, registered O 20/14 in the Kandy District Land Registry Office. Together with all buildings, furniture, rolling stock, plate, glass, cutlery, crockery, and household linen thereon or thereto belonging.

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.

**W**HEREAS 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 further 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 Colombo, in the said Island of Ceylon, this Fourth day of March, 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.

Trading with the Enemy (Neutral Countries) Order (No. 81), 1916.

At the Council Chamber, Whitehall, the 17th day of January, 1919.

By the Lords of His Majesty's Most Honourable Privy Council.

No. 73.

**W**HEREAS His Majesty has been pleased, in exercise of the powers in that behalf conferred on Him by section 1, sub-section (1), of the Trading with the Enemy (Extension of Powers) Act, 1915, by divers Proclamations, and in particular by a Proclamation dated the 23rd day of May, 1916, and amended on the 16th day of January, 1918, entitled "The Trading with the Enemy (Statutory List) Proclamation," to prohibit all persons or bodies of persons, incorporated or unincorporated, resident, carrying on business, or being in the United Kingdom from trading with any of the persons or bodies of persons mentioned in the List contained in the last-mentioned Proclamation, such List being therein referred to as the Statutory List:

And whereas by section 1, sub-section (2), of the said Act, it is provided that any List of persons and bodies of persons, incorporated or unincorporated, with whom such trading is prohibited by a Proclamation under the said Act may be varied or added to by an Order made by the Lords of the Council on the recommendation of a Secretary of State:

And whereas the Statutory List contained in the last-mentioned Proclamation has been varied and added to by subsequent Orders of Council:

And whereas there was this day read at the Board a recommendation from the Secretary of State for Foreign Affairs to the effect that the Statutory List should be further varied and added to as set forth in the Schedule hereto.

Now, therefore, Their Lordships, having taken the said recommendation into consideration, are pleased to Order, and it is hereby Ordered.

That the Statutory List be varied and added to as set forth in the Schedule hereto.

Whereof the Right Honourable Arthur James Balfour, one of His Majesty's Principal Secretaries of State, the Controller of the Foreign Trade Department, and all other persons whom it may concern, are to take notice and govern themselves accordingly.

ALMERIC FITZROY.

#### Additions to List.

##### BRAZIL.

Rizkallah, Jorge, Rua Florencio de Abreu 11, Sao Paulo.

##### ECUADOR.

Ecuador Land Company Ltd., Esmeraldas

##### NETHERLANDS.

Boest Gips, D., Groet Hertoginnelaan 37, The Hague; and Rijnhaven 20, Rotterdam.

Braat, M. C., Jr., Binnenhaven 2, Vlissingen.

Delhalle, Felix (Manager of Nederlandsche Stoomlederfabriek N/V), Reijen, Breda.

Ganz & Company, Liedschesstraat 7, Amsterdam.

Ganz, Hugo, Koninginneweg 142, Amsterdam.

"Oisterwijk" Stoomlederfabriek N/V., Oisterwijk.

Raab, H., & Company, Chemische Werke, Herkenbosch, near Roermond.

Stoomlederfabriek, Oisterwijk N/V (see under "Oisterwijk").

Wiemeijer, Carl, Hoerengracht 209, Amsterdam.

Wiemeijer, Oscar (owner of Carl Wiemeijer), Joh. Verhulststraat 216, Amsterdam.

##### NETHERLAND EAST INDIES.

Beckmann, A., Gang Baroe 13, Weltevreden.

Boekit Sariboe Estate, Sumatra.

Christen, L. E., Balik Papan, Borneo.  
 Byk, Johann Maria Julius van, Magelang,  
 Java.  
 Giffertsen, Charles, Medan.  
 Lee Tok Hong, Sibolga, Sumatra.  
 Schreutkamp, J., Bandoeng.  
 Sie Boen Tiong, Menado.  
 Soti Tjong Hoen, Gorontalo.  
 Tappervijn, B. C., Samarang.  
 Tjiek Tjong King, Sourabaya.

## NORWAY.

Fordeberg's Skandinavia Linien, Read-  
 hugst, 2, Christiania.

## SPAIN.

Deutsche Zeitung für Spanien, Barcelona.  
 Domenech Cervera, Federico, Calle del Mar  
 20, Valencia.  
 Freundenthal (or Freundenthal), Luis,  
 Barcelona.  
 Freundenthal, Luis (see Freundenthal,  
 Luis).  
 Freya, S/A. (Directors, Karl Vermuth,  
 Walter Unger and Johannes Grande),  
 Calle Alfonso XII. 14, Malaga.  
 "Gaceta de Tenerife, La," Santa Cruz de  
 Tenerife.  
 Garcia Gutierrez, José, Santa Cruz de  
 Tenerife.  
 Gaschol, S/A. Ayala 70, and Fortuny 31,  
 Madrid.  
 Gomez, Juan, Ayala 70, and Fortuny 31,  
 Madrid.  
 Grande, Johannes (or Juan), (see Freya,  
 S/A).  
 Halfter, Ernesto, Los Madrazo 16, Madrid.  
 Marx, Adolfo, Calle Valencia 203, Barce-  
 lona.  
 "Noticiero Montanes, El," Santander.  
 Numax, S/A., Barcelona.  
 "Provincias, Las," Calle del Mar 29,  
 Valencia.  
 Reoh & Company, Calle Prado 3, and Calle  
 Mórto 8, Madrid.  
 Reoh Nohr, José, Calle Prado 3, and Calle  
 Mórto 8, Madrid.  
 Unger, Walter (see Freya S/A.).  
 Vermuth, Karl (see Freya S/A.).

## SWEDEN.

Beijer, G. & L. A/B., Skeppsbron 18,  
 Stockholm.  
 Benzol Import A/B., Västra Trädgårdsga-  
 tan 4, Stockholm.

## Removals from List.

ARGENTINA, PARAGUAY, AND  
URUGUAY.

Wassermann, J., & Company, Calle  
 Azopardo 579, Buenos Aires, Argentina.

## BRAZIL.

Pinto, De Souza & Company, Bahia.  
 Waehneltd, Bertholdo, Avenida Rio Branco  
 12 and 50, and Caixa de Correio 1262,  
 Rio de Janeiro.

## MEXICO.

Eppstein, Martin, Mazatlan and Nogales.  
 Segundo, Alonso, & Company, Mexico City  
 and Vera Cruz.

## NETHERLAND EAST INDIES.

Bandoengsche Tegelfabriek N/V., Ban-  
 doeng, Java.  
 Mendels, J., Samarang.  
 Metsch, H. von, Padang.  
 Vries, J. R. de, & Company, Maatschappij  
 tot Voortzetting der Zaken v/h, Ban-  
 doeng, Java.

## NORWAY.

Grønseth, Johs., & Company A/S.,  
 Sköien, Christiania.

## PANAMA.

Luria & Company, Panama City.

## PERU.

Delgado, O. A., Paita.

## SPAIN.

Barrera, Juan de Dios, Las Palmas, Grand  
 Canary.

## SWEDEN.

Hamren, J. S., Drottningg. 81, Stockholm.  
 Tidan A/B., Tidan, Mariestad.

## Variations in List.

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:—

## BRAZIL.

18 Jan., 1918. Gomes & Irmao (Pohlman  
 & Company), Pernambuco and Maceio,  
 should read Gomes & Irmao (Pohlman  
 & Company), Pernambuco and Maceio.  
 (No connection with Gomes & Irmao,  
 Mercado Municipal 143/149, Rio de  
 Janeiro.)

## MEXICO.

13 Dec., 1918. Hauschildt, Rickardt,  
 Mazatlan, should read Hanschildt,  
 Rickart, Mazatlan.  
 13 Dec., 1918. Hotel Grande Sociedad,  
 Toluca, should read Hotel Gran  
 Sociedad, Toluca.  
 13 Dec., 1918. Schultze, Carlos, Mexico  
 City, should read Schulze, Carlos,  
 Mexico City.

## NETHERLAND EAST INDIES.

18 Oct., 1918. Elipas Sumatra should  
 read Elipas Hoeta Barat, Sumatra.  
 18 Oct., 1918. Jason, Sumatra, should  
 read Jason Hosta Galong, Sumatra.

## SPAIN.

19 Jan., 1917. Casa, Antonio de la, Calle  
 Cruz 5-7 and Carrera San Geronimo,  
 Madrid, should read Casa, Antonio de  
 la, Calle Cruz 5-7 and Carrera San  
 Geronimo, Madrid. (No connection  
 with Antonio de la Casa Orta, Bentari-  
 que, Almeria).  
 9 Aug., 1918. Iberica Comercial, S/A.,  
 Barcelona, should read Iberica Com-  
 ercial, S/A., Paseo de Gracia 86, and  
 Calle Mendizabel 26, Barcelona. (No  
 connection with La Iberica Comercial  
 S/A., Diputacion 367 Barcelona).

NOTE (1).—All persons or firms resident, carrying on business or being in the United Kingdom are prohibited from having, with any person or firm mentioned in this List, or in any List issued under the Trading with the Enemy (Statutory List) Proclamation, any dealings other than such as are expressly authorized by paragraph 5 of the Proclamation. A List (The Consolidated List, No. 68A) consolidating all previous Lists, up to and including that of the 15th November, 1918, together with List No. 69 of November 29, List No. 70 of December 13, List No. 71 of December 20, 1918, List No. 72 of January 3, 1919, and the List herewith annexed, contain all the names which up to this date are included in the Statutory List.

Additions to and variations in these Lists will be published at intervals approximately of two weeks.

The Lists are published in the London Gazette and reproduced in the Board of Trade Journal, and separate copies of all Lists may be obtained at a small cost from the Superintendent of Publications, His Majesty's Stationery Office, Imperial House, Kingsway, W.C.

NOTE (2).—Where a firm is mentioned in the List, every partner in the firm is also included in the List, and all dealings with any partner in the firm, as well as all dealings with the firm, are prohibited: and conversely, all dealings with a firm any partner in which is mentioned in the List are also prohibited.

NOTE (3).—Where a person or firm mentioned in the List has more than one address in the country or group of countries under which the name of the person or firm appears, all dealings in that country, or in any country in the group, with such person or firm are prohibited, even in cases where one only of the addresses or one only of the countries is specially mentioned.

NOTE (4).—Trading is prohibited under the Trading with the Enemy Proclamations of June 25 and November 10, 1915, with any person or firm of enemy nationality resident or carrying on business in China, Siam, Persia, Morocco, Liberia, or Portuguese East Africa, persons or firms in the United Kingdom are therefore prohibited from trading with any person or firm of enemy nationality in any of those countries, even though such person or firm is not mentioned by name in the Statutory List.

NOTE (5).—In order to minimize, as far as possible, any inconvenience which may be caused to British traders by the dislocation of export trade owing to the inclusion in the Statutory List of a former connection, the Foreign Trade Department is collecting and classifying the names of non-enemy firms who may be able to act as substitutes for firms mentioned in the Statutory List. A considerable amount of information is already available at the Foreign Trade Department, and it is in many cases possible to suggest the names of satisfactory substitutes for individual firms on the Lists, without the necessity of referring the matter abroad. The Department is, however, prepared on application to inquire of His Majesty's Representatives abroad for the names of suitable substitutes. When the applicant wishes this done by telegraph he is required to undertake to pay the cost of telegraphic correspondence. It would greatly facilitate the work of the Foreign Trade Department if applicants in making inquiries would specify the particular trade or trades for which substitutes are required. General inquiries for new connections abroad should be addressed to the Comptroller-General, Department of Overseas Trade (Development and Intelligence), 73, Basinghall Street, London, E.C. 2.

NOTE (6).—The Statutory List for each country is telegraphed, on the day of issue, to His Majesty's Representative in that country, who is instructed to notify accordingly British Consular Officers, to whom persons abroad should apply for information as to names on the List. Persons and firms in the United Kingdom with agencies or branches abroad would, however, be well advised to furnish such agencies or branches with issues of the List as they appear. The names on the Lists for all countries in Central or South America are also notified to His Majesty's Ambassador at Washington, who transmits them to H. M. Consul-General at New York and to other centres in the United States likely to be interested.

NOTE (7).—It is not unusual for firms in Holland and the Netherland East Indies to be registered under names commencing with descriptive terms, such as "Handel Maatschappij" (Trading Company) or "Naamlooze Venootschap" (Limited Liability Company). In such cases it has been found more convenient to publish the firm under its proper name followed by the general descriptive term "Handel Maatschappij" or "Naamlooze Venootschap" (N. V.) as in the case of an English company. For instance, Handel Maatschappij van den Berg & Company, and Naamlooze Venootschap de Komeet v/h Dunonceanu Frères will be found under "Berg" and "Komeet" respectively, and not under "Handel" or "Naamlooze."

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, do hereby proclaim that His Majesty the King has issued the Royal Proclamation published in the schedule hereto, and do call upon His Majesty's subjects and all other persons being in the said Island to govern themselves accordingly.

Given at Colombo, in the said Island of Ceylon, this Fifth day of March, 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.

BY THE KING.

A PROCLAMATION for prohibiting the Importation into the United Kingdom of all Foreign Coins other than Gold and Silver Coins.

GEORGE R.I.

WHEREAS by section 2 of the Customs Amendment Act, 1886, We are empowered from time to time to make and when made to revoke, a Proclamation prohibiting the importation into Our United Kingdom of such coins coined in a foreign country as are in that behalf specified in such Proclamation :

And whereas by Our Proclamation made the Thirtieth day of March, One thousand Nine hundred and Seventeen, We did prohibit, subject as therein provided, the importation into Our United Kingdom of all coins coined in any foreign country other than gold or silver coins :

And whereas it is expedient that Our said Proclamation should be revoked, and that the importation into the United Kingdom of such coins coined in a foreign country as are hereinafter specified should be prohibited :

Now, therefore, We, by and with the advice of Our Privy Council, in pursuance of the said Act, and of all other powers enabling Us in that behalf, do hereby proclaim, direct, and ordain as follows :—

1. All coins coined in any foreign country other than gold or silver coins are prohibited to be imported into Our United Kingdom.
2. Our said Proclamation of the Thirtieth day of March, One thousand Nine hundred and Seventeen, is hereby revoked.
3. This Proclamation shall not affect the provisions of the prohibition of Import (Consolidation and Amendment) Proclamation, 1917.
4. This Proclamation may be cited as "The Foreign Coins (Importation Prohibition) Proclamation, 1919," and shall come into operation on the Fourteenth day of January, 1919.

Given at Our Court at Buckingham Palace, this Fourteenth day of January, in the year of our Lord One thousand Nine hundred and Nineteen, and in the Ninth Year of Our Reign.

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 76 of 1919.

IT is hereby notified that a despatch has been received from the SECRETARY OF STATE FOR THE COLONIES intimating that HIS MAJESTY THE KING has been pleased to give directions for the appointment of Mr. HENRY COWPER GOLLAN, C.B.E., and of Mr. GUALTERUS STEWART SCHNEIDER to be of the number of His Majesty's Counsel for Ceylon.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, March 4, 1919.

R. E. STUBBS,  
Colonial Secretary.

No. 77 of 1919.

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

Mr. R. F. MORRIS, Assistant Director of Irrigation, to act as Director of Irrigation; and Mr. W. BROWN, Divisional Irrigation Engineer, to act as Assistant Director of Irrigation, with effect from March 2, 1919,

during the absence of Mr. C. F. S. BAKER on leave, or until further orders.

Mr. J. R. WALTERS to act, in addition to his own duties, as Office Assistant to the Government Agent, Province of Uva; Assistant Superintendent of the Badulla Prison; and Assistant Superintendent of Police, Uva, from March 3 to 8, 1919, inclusive, or until further orders.

Mr. F. J. SOERTSZ to act as Commissioner of Requests and Police Magistrate, Galle; Additional District Judge, Galle; and Municipal Magistrate, Galle, *vice* Mr. N. J. LUDINGTON, from March 1 to 9, 1919, inclusive.

Mr. D. G. GOONEWARDENE to act as Commissioner of Requests and Police Magistrate, Galle; Additional District Judge, Galle; and Municipal Magistrate, Galle, *vice* Mr. N. J. LUDINGTON, from March 10 to 15, 1919, inclusive, or until further orders.

Mr. S. F. NAGAPPER to act as District Judge, Commissioner of Requests, and Police Magistrate, Batticaloa, *vice* Mr. C. COOMARASWAMY, from March 2 to 23, 1919, inclusive, or until further orders.

Mr. M. POTTEE to be Additional District Judge, Additional Commissioner of Requests, and Additional Police Magistrate for the judicial division of Badulla-Maddimulla from March 6 to 8, 1919, inclusive.

Mr. T. GOONETILLEKE to the office of Commissioner of Requests and Police Magistrate, Negombo, and Assistant Superintendent of the Prison at Negombo, with effect from March 10, 1919, until further orders.

Mr. O. L. DE KRETZER to act as Commissioner of Requests and Police Magistrate, Matara, and Additional District Judge, Matara, from March 5, 1919, until the assumption of duties by Mr. F. MARSHALL, or until further orders.

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. MOONEWALLE for March 8 and 9, 1919.

Mr. W. A. MUTTUCUMARU to be Additional Police Magistrate, Puttalam, for March 1, 1919.

Mr. B. DE SARAM to act, in addition to his own duties, as Assistant Commissioner of Excise for the North-Western Division, with effect from March 2, 1919, during the absence of Mr. L. J. B. TURNER on leave, or until further orders.

Mr. J. GRAY to be (a) Engineer Surveyor of Shipping under "The Merchant Shipping Act, 1894"; (b) Shipwright Surveyor under section 727 of "The Merchant Shipping Act, 1894"; (c) Inspecting Engineer of Steam Boats under Ordinance No. 4 of 1900; and (d) Examining Engineer of Steam Boats under Ordinance No. 11 of 1907 and "The Masters Attendants Ordinance, 1865," with effect from February 11, 1919, during the absence of Mr. G. H. M. HYDE on leave, or until further orders.

Mr. W. Y. FLEMING to be an Unofficial Member of the Colombo Port Commission for the unexpired portion of the three years which commenced from July 1, 1916, *vice* Mr. J. A. RIDGE, resigned.

Mr. A. D. SKRINE to be an Unofficial Member of the Colombo Port Commission, *vice* Mr. E. S. CLARK.

Mr. C. J. EDIRISINGHE to be a Justice of the Peace for the District of Negombo.

Mr. ARTHUR WILLIAM ALEXANDER DHARMARATNE, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to be an Inquirer for the Kalutara totamune in the Western Province.

Mr. DON ANDREW SAMARASEKARA, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to be an Inquirer for the Meegahatenna division in the Western Province.

Messrs. NAGANATHER KANAGARAYAPILLAI, Udaiyar of Uduvil, and VINAYER ARUNASALAM, Udaiyar of Palai Veemankamam, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to be Inquirers for the parishes of Uduvil and

Palai Veemankamam respectively, in the Valikamam North division of the Jaffna District, Northern Province.

Mr. RAJAPAKSA DISSANAYAKE CHARLES APPUHAMI, Korala of Diyapotagam pattu, Kolonna korale, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to be an Inquirer for Kolonna korale, Ratnapura District, Province of Sabaragamuwa.

By His Excellency's command,  
Colonial Secretary's Office,  
Colombo, March 7, 1919. R. E. STUBBS,  
Colonial Secretary.

[No. 78 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned officers to be Justices of the Peace and Unofficial Police Magistrates for the districts noted against their names:—

Mr. H. N. WOOD, Assistant Superintendent of Police, Kalutara, for the judicial districts of Colombo, Negombo, and Kalutara.

Mr. G. H. BROMLEY, Assistant Superintendent of Police, Panadure, for the judicial districts of Colombo, Negombo, and Kalutara.

Mr. ALBERT FERRIES, Assistant Superintendent of Police, Sabaragamuwa, for the Province of Sabaragamuwa.

By His Excellency's command,  
Colonial Secretary's Office,  
Colombo, March 7, 1919. R. E. STUBBS,  
Colonial Secretary.

No. 79 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointment in the Ceylon Cadet Battalion:—

*To be Honorary Lieutenant.*

Mr. CYRIL PLACIDUS MULLER.

By His Excellency's command,  
Colonial Secretary's Office,  
Colombo, March 5, 1919. R. E. STUBBS,  
Colonial Secretary.

No. 80 of 1919.

IT is notified for information that Honorary Lieutenant MENDIS SHELTON SAMARASINGHE'S resignation of his Commission in the Ceylon Cadet Battalion has been accepted by HIS EXCELLENCY THE GOVERNOR.

By His Excellency's command,  
Colonial Secretary's Office,  
Colombo, March 6, 1919. R. E. STUBBS,  
Colonial Secretary.

No. 81 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. J. LOCHORE provisionally as Acting Consul for Japan at Colombo during the absence of Mr. H. C. BIBBY from the Island.

By His Excellency's command,  
Colonial Secretary's Office,  
Colombo, February 27, 1919. R. E. STUBBS,  
Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. S. O. CANAGARATNAM, Deputy Fiscal, Batticaloa, to act as Registrar of Lands, Batticaloa, for three days from February 26, 1919, during the absence of the Registrar, Mr. K. S. CHANDRASEGRAMPILLAI, on sick leave, or until further orders.

Mudaliyar S. DE S. RANASINGHE, Secretary, District Court, Anuradhapura to act as Registrar of Lands,

Anuradhapura, for three weeks from February 26, 1919, during the absence of the Registrar, Mr. K. B. KULATUNGA, on sick leave, or until further orders.

HERATMUDIYANSELAGE DINGIRI BANDA provisionally as Registrar of Births and Deaths of Ihala Otota korale division, and of Marriages (Kandyan and General) of Hiriyala hatpattu division, in the Kurunegala District of the North-Western Province, with effect from March 10, 1919, *vice* Registrar, W. M. P. B. DISSANAYAKA, deceased. His office will be at Arachchillagegedarawatta in Makulpota.

**DON HENDRICK GUNASEKERA** to act as Registrar of Births and Deaths of Sittarama division, and of Marriages (Kandyan and General) of Wellawaya division, in the Badulla District of the Province of Uva, for two months, with effect from March 1, 1919, during the absence of the Registrar, **D. A. GUNASEKERA**, on leave. His office will be at Ewariyapelesse Mahagederawatta.

**ALUFOTA MUDIYANSELAGE BADULUWELAGEDERA UKKU BANDA** to act as Registrar of Births and Deaths of Dambagalla division, and of Marriages (Kandyan and General) of Wellassa division, in the Badulla District of the Province of Uva, for two months, with effect from March 1, 1919, during the absence of the Registrar, **R. A. M. K. BANDA**, on leave. His office will be at Baduluwelagederawatta in Dambagalla; station: Kiruwegedera in Mariarawa.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, March 1, 1919.

**R. E. STUBBS**,  
Colonial Secretary.

**T**HE 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 **BASTIAN PERERA AMERASEKERA JAYAWARDENA** to act as Registrar of Births and Deaths of Udugampola division, and of Marriages (General) of Dasiya pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for four days from February 25, 1919, during the absence of the Registrar **RANATUNGA JAYASEKERA KORALALAGE DON HENDRICK JAYAWARDENE**, on leave. His office will be at Higgahawatta in Dombawala.

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 Hewagam korale division in the Colombo District of the Western Province, for nineteen days from February 25, 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, Colombo, has appointed **RICHARD EDWARD DE SARAM** to act as Registrar of Births and Deaths of Galahitiyawa division, and of Marriages (General) of Ragam pattu of Alutkuru korale south division, in the Colombo District of the Western Province, for thirty days from March 1, 1919, *vice* Registrar, **SIMON ROBERT DE SARAM**, resigned. His office will be at Delgahawatta in Batuwatta.

The Additional Assistant Provincial Registrar, Kalutara, has appointed **BUSABADUGE SAINERIS FERNANDO ABEYESUNDARA WICKRAMASURIYA** to act as Registrar of Marriages (General) of Kalutara totamupe division, in the Kalutara District of the Western Province, for thirty days from February 19, 1919, during the absence of the Registrar, **J. A. DE A. SENEVIRATNE**, interdicted from duty. His office will be at Elaowita at Alutkade Tummanhandiya.

The Additional Assistant Provincial Registrar, Kalutara, has appointed **DON MARTIN GAMMANPILA** to act as Registrar of Births and Deaths of Bandaragama division, and of Marriages (General) of Adikari pattu division, in the Kalutara District of the Western Province, on February 27, 1919, during the absence of the Registrar, **D. G. JAYASEKERA**, on leave. His office will be at Galpottewatta in Bolabotuwa.

The Assistant Provincial Registrar, Galle, has appointed **MARTHENIS WIRASEKERA** to act as Registrar of Births and Deaths of Yatalamatta division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for two days from February 27, 1919, during the absence of the Registrar, **DON CAROLIS WIRASEKERA**, on leave. His office will be at Gankandewatta in Keppitiyagoda.

The Assistant Provincial Registrar, Galle, has appointed **GEORGE ALBERT JAYAWARDHANA** to act as Registrar of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for February 27, 1919, owing to the incapacity of the permanent Registrar

to solemnize a marriage in the English language. His office will be at "Woodlands," Baddegama.

The Additional Assistant Provincial Registrar, Matara, has appointed **DON DEONIS TUDAWE PANDITA GUNAWARDENA** to act as Registrar of Births and Deaths of Pelana division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for three days from February 26, 1919, *vice* Registrar, **N. K. D. J. DE SILVA**, deceased. His office will be at Bogahawatta in Pelana.

The Additional Assistant Provincial Registrar, Matara, has appointed **LUKE EDWARD BUYZER** to act as Deputy Medical Registrar of Births and Deaths of Matara towa division, in the Matara District of the Southern Province, for fourteen days from February 26, 1919, during the absence of the Deputy Medical Registrar, **B. G. C. KULASINGHE**, on leave. His office will be at the Civil Hospital, Matara.

The Assistant Provincial Registrar, Jaffna District, has appointed **MURUKESAR SITTAMPALAM** to act as Registrar of Births and Deaths of Manippay division, in the Jaffna District of the Northern Province, for thirty days from February 15, 1919, during the absence of the Registrar, **S. TERUVILANGAN**, on leave. His office will be at Paddappulo in Manippay.

The Assistant Provincial Registrar, Jaffna District, has appointed **SANGARAPILLAI MATAVAR** to act as Registrar of Births and Deaths of Changanai division, in the Jaffna District of the Northern Province, for five days from February 25, 1919, during the absence of the Registrar, **S. VELUPILLAI**, on leave. His office will be at Terivaravai in Changanai.

The Assistant Provincial Registrar, Mullaitivu, has appointed **FRANCIS ANTONIPILLAI**, of Alampil, to act as Registrar of Births and Deaths of Karikkaddumulai south division, in the Mullaitivu District of the Northern Province, for five days from February 23, 1919, during the absence of the Registrar **P. BASTIAMPILLAI**, on leave. His office will be at Vidhanai Valavu at Alampil.

The Provincial Registrar, Eastern Province, has appointed **KANDAPPAN SANGARAPILLAI** to act as Deputy Medical Registrar of Births and Deaths of Batticaloa town division, in the Batticaloa District of the Eastern Province, for seven days from February 26, 1919, during the absence of the Deputy Registrar, **S. KARTHIGASU**, on other duties. His office will be at the Civil Hospital, Batticaloa.

The Assistant Provincial Registrar, Trincomalee, has appointed **DINGIRALA SILAMPURALA** to act as Registrar of Births and Deaths of Kaddukulam south division, in the Trincomalee District of the Eastern Province, for two weeks from March 5, 1919, *vice* Registrar, **K. VELATTE**, resigned. His office will be at Gomarankadawala.

The Assistant Provincial Registrar, Kurunegala, has appointed **KALUKUMARA MUDIYANSELAGE LOKU BANDA** to act as Registrar of Births and Deaths of Tittaweligandaha korale division, and of Marriages (General) of Hiriyala hatpattu division, in the Kurunegala District of the North-Western Province, for seven days from February 22, 1919, *vice* Registrar, **S. M. UKKU BANDA**, deceased. His office will be at Andaragallawatta in Tittawella.

The Assistant Provincial Registrar, Kurunegala, has appointed **KALUKUMARA MUDIYANSELAGE LOKU BANDA** to act as Registrar of Births and Deaths of Tittaweligandaha korale division, and of Marriages (General) of Hiriyala hatpattu division, in the Kurunegala District of the North-Western Province, for seven days from March 1, 1919, *vice* Registrar, **S. M. UKKU BANDA**, deceased. His office will be at Andaragallawatta in Tittawella.

The Assistant Provincial Registrar, Kurunegala, has appointed **MADANAHITI BANDARALAGE MUDIYANSE** to act as Registrar of Births and Deaths of Gantihe korale division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, for fifteen days from March 1, 1919, *vice* Registrar, **K. H. W. PUNCHIRALA**, deceased. His office will be at his permanent residence at Kirimetiya.

The Assistant Provincial Registrar, Puttalam, has appointed **BALASURIYA MUDIYANSELAGE BANDA**, Korala of Rajakumarawanni pattu, to act as Registrar of Births and

Deaths and of Marriages (General) of Rajakumarawanni palata division, in the Pattalam District of the North-Western Province, for thirty days from February 12, 1919, *vice* Registrar, W. PUNCHIRALA, deceased. His office will be at Koralgederawatta in Mahakumbukkadawala.

The Assistant Provincial Registrar, Anuradhapura, has appointed NAIDURALA BADDERALAGE APPUHAMY to act as Registrar of Births and Deaths of Kunchuttu korale north division, and of Marriages (General) of Hurulu palata division, in the Anuradhapura District of the North-Central Province, for thirty days from February 22, 1919, *vice* Registrar, B. M. KARUNADASA, deceased. His office will be at Viharahammillewa.

The Assistant Provincial Registrar, Anuradhapura, has appointed SEMASINHA MUDIYANSELAGE KAPURUHAMY to act as Registrar of Births and Deaths of Wilachchiya korale south A division, and of Marriages (General) of Nuwaragam

palata division, in the Anuradhapura District of the North-Central Province, for thirty days from February 22, 1919, during the absence of the Registrar, D. R. SEMASINHA, on leave. His office will be at Ambagahawatta in Timbiriwewa.

The Assistant Provincial Registrar, Kegalla, has appointed AMARASEKERA APPUHAMILAGE CORNELIS APPUHAMI to act as Registrar of Births and Deaths of Atulugam korale west division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa for seven days from March 1, 1919, during the absence of the Registrar, H. T. APPUHAMI, on leave. His office will be at Ambalamecowitawatta in Magammana.

Registrar-General's Office,  
Colombo, March 4, 1919.

C. S. VAUGHAN,  
Acting Registrar-General.

## GOVERNMENT NOTIFICATIONS.

Rule made by the Governor, with the advice of the Executive Council, under Section 5 of "The Ceylon Railways Ordinance, 1902."

- Boys over 6 years of age are not permitted to travel in a sleeping compartment reserved for ladies, unless with the assent of all ladies occupying the compartment.
- Any provision contained in any rule made under the said Ordinance in any way contrary to the provisions of this rule shall as from the coming into operation of this rule be repealed.
- This rule shall come into operation on the date given in the certificate of the Clerk of the Legislative Council appended to this rule.

Made by the Governor, with the advice of the Executive Council, on the 29th day of January, 1919.

By His Excellency's command,

JOHN SCOTT,  
Clerk to the Executive Council.

This rule has been laid before the Legislative Council within the time and for the period mentioned in section 6 of "The Ceylon Railways Ordinance, 1902," and has not been disapproved by resolution of the Council.

Dated the 7th day of March, 1919.

C. H. COLLINS,  
Clerk to the Legislative Council.

It is hereby notified that a license to import explosives into Ceylon during the current year has been issued to Mr. A. V. R. A. Adycappa Chetty, of 11 and 12, Sea street, Colombo.

By His Excellency's command,

R. E. STUBBS,  
Colonial Secretary.

Colonial Secretary's Office,  
Colombo, February 24, 1919.

"THE LOCAL BOARDS ORDINANCE, 1898."

RULE relating to the grant of gratuities to the children or widows of officers of the Local Board, Negombo, prescribed by the Governor in Executive Council under the provisions of section 87 of "The Local Boards Ordinance, 1898."

By His Excellency's command,

R. E. STUBBS,  
Colonial Secretary.

Colonial Secretary's Office,  
Colombo, March 3, 1919.

### RULE.

Subject to the approval of His Excellency the Governor the Board may allow a gratuity to the widow or orphan of an officer in the event of his death, provided that he has not received from the Board any gratuity.

IN terms of section 2 of the Pension Minute dated December 9, 1908, it is hereby notified that the holder of the post specified below is entitled to pension:—

Department.

Post.

Colombo Port Commission .. Storekeeper in charge of the Combined Stores of the Master Attendant's and Harbour Engineer's Departments

By His Excellency's command,

R. E. STUBBS,  
Colonial Secretary.

Colonial Secretary's Office,  
Colombo, March 4, 1919.

## ORDINANCE No. 17 OF 1869.

IT is hereby notified that His Excellency the Governor, by virtue of the powers vested in him by the 13th section of the Ordinance No. 17 of 1869, has been pleased to fix, in respect of the warehouse rents which the Collector of Customs may charge, demand, and receive on all goods lodged in any King's warehouse or place of deposit provided by Government, the rates and regulations appearing in the schedule I. annexed hereto, with effect from March 1, 1919.

And it is further notified that from and after the said date all previous notifications on this subject are hereby cancelled.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, March 4, 1919.

R. E. STUBBS,  
Colonial Secretary.

## WAREHOUSE RENT.

I.		Rate.
No.	Description.	Rs. c.
1 ..	Bags of rice and other grain, sugar, flour, fish, vegetables, and miscellaneous articles .. ..	0 4
2 ..	Bales, crates, cases, boxes, or packages not otherwise described, measuring—	
	60 cubic feet and upwards .. ..	0 25
	40 cubic feet and under 60 cubic feet .. ..	0 20
	25 do. 40 do. .. ..	0 15
	15 do. 25 do. .. ..	0 12
	10 do. 15 do. .. ..	0 8
	5 do. 10 do. .. ..	0 6
	Under 5 cubic feet .. ..	0 4
3 ..	Barrels* or quarter-casks of liquor, malt, tar, lead shot, biscuits, &c. .. ..	0 15
4 ..	Butts, pipes, or puncheons .. ..	0 50
5 ..	Cases of beer, wines, or spirits: per dozen quarts or two dozen pints .. ..	0 4
6 ..	Casks or kegs of nails, rivets, oil, turpentine, paint, soda, powder, &c. .. ..	0 10
7 ..	Casks, crates, or cases of glassware (excluding window glass and aerated water bottles), earthenware, hardware, or ironmongery ..	0 25
8 ..	Cement { Full barrels (weighing 400 lb. or over) .. ..	0 15
	{ Half or quarter barrels (weighing under 400 lb.) .. ..	0 0
9 ..	Coir yarn and rope in ballots or bundles, per cwt. .. ..	0 5
10 ..	Empty casks .. ..	0 10
11 ..	Empty tronella oil drums or drums of similar size .. ..	0 25
12 ..	Empty petrol drums or drums of similar size .. ..	0 4
13 ..	Half pipes or hogsheads† .. ..	0 25
14 ..	Heavy goods, such as metal (including castings), timber (rough or sawn), asphalt, per ton .. ..	0 25
15 ..	Kerosine oil in bulk, per 1,000 gallons .. ..	2 50
16 ..	Manure (per ton) .. ..	0 50
17 ..	Motor cars, carriages, and pianos .. ..	0 50
18 ..	Staves (casks and pipe shooks) in bundles .. ..	0 6
19 ..	Other goods of like size and weight to be charged in proportion to the above rates.	

*Explanations.*—(i.) Goods may remain in the said warehouse or place of deposit on payment of the said rates for any time not exceeding three clear days from the date of landing, after which, as provided by section 2 of Ordinance No. 9 of 1910, such goods shall be liable to double rent for every period of twenty-four hours during such time as they may remain in the warehouse thereafter. In computing the said period of three clear days, Sundays and Customs holidays shall not be taken into account, but in ascertaining the period for which any goods are liable to double rent, account shall be taken of Sundays and Customs holidays, and a fractional part of a period of twenty-four hours shall count as a full period of twenty-four hours.

(ii.) All goods which are within five days from the date of landing (of which days the day of landing and the day of re-shipment shall each count as one) either (a) lodged within the re-shipment warehouse provided by the Government or (b) re-shipped shall be free of warehouse rent. If not so re-shipped or lodged within the re-shipment warehouse within five days after landing, rent, from the date of landing, will be charged as on import cargo until date of such re-shipment or removal. Provided that all goods lodged in the re-shipment warehouse shall be liable to a single rate for every period of five days or portion of five days from the date of landing (including day of removal, Sundays, and Customs holidays). Provided, further, that if such goods be not re-shipped within a period of six weeks from the date of landing rent will be charged as on import cargo from the expiration of six weeks from the date of landing until the date of re-shipment.

(iii.) The liability to single and double warehouse rent extends to all coastwise goods, whether of foreign origin or of local production and manufacture. Provided that rent shall not be recovered for goods carried only on a coastwise permit between out-bays at which no Customs-house is stationed and the ports to which the out-bays belong, nor for duty-paid goods shipped on boat notes from Kayts to Jaffna. The Islands adjoining and forming part of the Northern Province are for this purpose out-bays of the ports of Jaffna and Kayts.

(iv.) Chanks are exempted from warehouse rent. Cargoes of coral stones are exempted from double rent.

\* Weighing not more than 400 lb.; if over that weight to pay as hogsheads.  
† Casks under 70 gallons pay as half-pipes or hogsheads.



## II.—BONDED WAREHOUSE RENT.

The following rates will be charged on all goods warehoused in the bonded warehouses. Rent will commence on the day the goods are deposited therein, and a week's rent will be charged on all fractions of a week :—

	Cents.
For each butt, pipe, or puncheon .. .. .	50
Half-pipe or hogshead .. .. .	25
Barrel or quarter-cask .. .. .	15
Octave .. .. .	10
Crate, cask, or case of hardware, earthenware, or iron-mongery .. .. .	25
For each bale, case, or package measuring—	
60 cubic feet and upwards .. .. .	30
40 cubic feet and under 60 cubic feet .. .. .	25
25 do. 40 do. .. .. .	20
15 do. 25 do. .. .. .	15
10 do. 15 do. .. .. .	10
5 do. 10 do. .. .. .	7
For each smaller box or package .. .. .	5
For each bag of sugar .. .. .	4
Iron, or other heavy goods in bulk, per ton .. .. .	25
Beer, wine, or spirits, per dozen quarts .. .. .	1

## III.—EXPORT WAREHOUSE RENT.

The following rates will be charged on all goods brought for shipment. Such goods will be allowed three clear days free of rent, and rent will not be charged until the fifth day, on and after which they will become liable to the payment of a daily rent.

*Explanation.*—Sundays and holidays are not included in the three clear days free of rent, unless the vessels taking the cargo worked on such days on special application.

All goods laden for shipment and not shipped but re-landed will be allowed to remain in the warehouse free of rent for three clear days from the date of re-landing, after which they will become liable to the payment of a daily rent.

Goods brought for shipment, but removed without being laden for shipment, shall be liable to rent from and for the day on which they are brought; but no rent shall be charged for goods brought to the wharf and returned on the same day, nor for days on which the Master Attendant hoists the storm flag :—

	Cents.
1. For each leaguer, pipe, or cask of like size .. .. .	25
2. For each hogshead or cask of like size .. .. .	12
3. For each cask or barrel of coffee not weighing more than 3 cwt. gross .. .. .	6
4. For each cask or barrel of coffee weighing more than 3 cwt. and less than 7 cwt. .. .. .	8
5. For each cask or barrel of coffee weighing more than 7 cwt. .. .. .	12
6. For each barrel of plumbago .. .. .	7
7. For each bale, case, or package measuring—	
60 cubic feet and upwards .. .. .	25
40 cubic feet and under 60 cubic feet .. .. .	20
25 do. 40 do. .. .. .	15
15 do. 25 do. .. .. .	12
10 do. 15 do. .. .. .	8
5 do. 10 do. .. .. .	6
8. For each smaller box or package .. .. .	2
9. For each bag of coffee .. .. .	4
10. Coir goods in ballots or bundles, per cwt. .. .. .	4
11. Coir in pressed iron-bound bales, per measurement.	
12. Other goods of like size or weight to be charged in proportion to the above rates.	
13. All other goods not enumerated in the Tariff, per ton .. .. .	25

## IV.—PASSENGER JETTY STORAGE RENT.

1. All passengers' baggage, other than that landed by the owner and cleared immediately, shall be landed at the passengers' jetty and placed in the baggage room, and will be subject to the following charges :—

	Cents.
Packages under 3 cubic feet, each .. .. .	10
Packages over 3 cubic feet, each .. .. .	15
Barrel or cask .. .. .	15
Bicycle .. .. .	15

Other goods of like size to be charged in proportion to these rates.

2. Packages containing dutiable goods on which harbour dues and warehouse rent are recovered will not be liable to these charges.

3. All such packages not cleared, stored, or re-shipped by 4 P.M. of the day following landing, exclusive of Sundays and holidays, will be deposited in the strong room and be subject to a charge of 50 cents each per week or fraction of a week, the day of deposit and the day of removal each counting as one day.

4. If the passenger so prefers, any package may be deposited in the strong room immediately on being landed, when it will be subject only to the charge of 50 cents per week.

WITH reference to the Notification dated January 17, 1919, published in the *Government Gazette* of the same date, the following additions and corrections to and removal from the list of persons and bodies of persons to whom articles to be exported to China may be consigned are hereby notified for general information.

Colonial Secretary's Office,  
Colombo, March 5, 1919

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

*Additions.*  
Arendorff, Anker, Shanghai.  
Asiatic Commercial Co., Shanghai.  
Darling, Joseph R.  
Fox Film Corporation.  
Shibakawa & Co., Ltd., Shanghai.  
Uchida Trading Co., Ltd., Shanghai and Hankow.

Yebara & Co., Shanghai.  
Yih Chong & Co., Shanghai.

*Corrections.*

Shahmoon, E. E., Shanghai, Shahmoon, S. E. Shanghai, should read Shahmoon, E. E. and S. E.

Susmann, Paul & Co., (Manchester) (Burn S. J., Representative), Swatow, should read Susmann, Paul & Co., (Manchester) (Burn, S. J., Representative), Shanghai.

*Removal.*

Washin & Co., Shanghai.

ORDINANCE No. 17 OF 1869.

IT is hereby notified that, under section 11 (a) of Ordinance No. 17 of 1869, as amended by Ordinance No. 5 of 1914, the Legislative Council did, at its Session on March 5, 1919, pass the following resolution, which has been duly sanctioned by His Excellency the Governor:—

That in Schedule B of Ordinance No. 10 of 1917, the words "Motor Vehicles, other than motor lorries and other than vehicles which are imported under license given by or on behalf of the Governor, for every Rs. 100 of the value thereof. Rs. 100," be omitted.

It is further notified that the said resolution has been duly submitted to, and sanctioned by, the Secretary of State for the Colonies, as required by section 11 (b) of Ordinance No. 17 of 1869, as amended by Ordinance No. 5 of 1914.

Colonial Secretary's Office,  
Colombo, March 7, 1919.

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

"THE STAMP ORDINANCE, 1909."

IT is hereby notified that His Excellency the Governor, with the advice of the Executive Council, has, by virtue of the powers by section 5, sub-section (1) (c), of "The Stamp Ordinance, 1909," on him conferred, authorized the following Joint Stock Companies, incorporated under the Joint Stock Companies Ordinances, to compound for the payment of stamp duty on share certificates specified in Schedule B to "The Stamp (Amendment) Ordinance, No. 16 of 1917," on the conditions set out in section 5 aforesaid, sub-sections (1) (c) (i.), (ii.), (iii.), and (iv.).

Colonial Secretary's Office,  
Colombo, March 6, 1919.

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

COMPANIES REFERRED TO.

The Usk Valley (Kalutara) Rubber Company, Limited.  
The Bambaragalla Rubber Estates, Limited.

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of January, 1919:—

1.—Note Account.

	Rs.	c.		Rs.	c.
Total Stock on December 31, 1918	92,806,992	0	In vault on January 31, 1919	65,014,470	0
Add Notes received in January, 1919	9,550,000	0	In circulation on January 31, 1919	37,342,522	0
	102,356,992	0			
Deduct Notes destroyed in January, 1919	—	—			
	102,356,992	0		102,356,992	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	10,181,180	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 .. .. . 37,342,522 0  
Average amount of Coin in vault and in England during the month .. .. . 18,031,227 0

4.—Investment Account.

	Face Value.			Face Value.			Face Value.			Cost Price.			Market Value.		
	£	s.	d.	£	s.	d.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	
War Loan, 5 per cent.	7,669	11	8	—	—	—	—	—	—	—	—	—	—	—	
Colonial Securities	539,481	17	7	—	—	—	—	—	8,130,650	0	—	—	5,480,276	72	
Local Loans	18,000	0	0	—	—	—	—	—	—	—	—	—	—	—	
India 3½ per cent. Stock	—	—	—	96,000	14	7	—	—	1,290,186	0	—	—	888,064	95	
Indian 5 per cent. War Loan	—	—	—	—	—	—	8,801,180	0	9,890,159	9	—	—	8,163,094	45	
<b>Total</b>	<b>565,151</b>	<b>9</b>	<b>3</b>	<b>96,000</b>	<b>14</b>	<b>7</b>	<b>8,801,180</b>	<b>0</b>	<b>19,310,995</b>	<b>9</b>	<b>—</b>	<b>—</b>	<b>14,531,436</b>	<b>12</b>	

## 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	—	—	3,524,648 30	2,881,683 50
Exchequer Bonds, 6 per cent.	21,600 0 0	—	—		
Colonial Securities	96,591 4 0	—	—		
National War Bonds, 5 per cent.	97,750 0 0	—	—	716,296 97	506,897 30
Indian 5 per cent. War Loan	—	—	546,520 0		
Total	245,396 8 7	—	546,520 0	4,240,945 27	3,388,580 80
Total of Nos. 4 and 5	810,547 17 10	96,000 14 7	9,347,700 0	23,551,940 36	17,920,016 92

Currency Office,  
Colombo, February 17, 1919.

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

## LOCAL LOANS AND DEVELOPMENT FUND.

## A.—Balance Sheet at September 30, 1918.

LIABILITIES.	Rs.	c.	ASSETS.	Rs.	c.
Capital Account—			Loans to—		
Balance on October 1, 1917	241,518	93	Local Boards, outstanding	78,116	31
Appropriated from vote in Estimates, 1917-18, for purpose of loans	133,200	0	Board of Improvement, outstanding	3,000	0
Interest earned during the year 1917-18	12,468	7	Sanitary Boards, outstanding	235,258	18
			Board of Health, outstanding	200	0
			Co-operative Credit Societies, outstanding	8,397	0
			Village Committees, outstanding	14,500	0
			Government officers for building houses, outstanding	4,750	0
				344,221	49
			Cash with the Colonial Treasurer	42,965	51
	387,187	0		387,187	0

General Treasury,  
Colombo, January 13, 1919.

BERNARD SENIOR,  
Chairman, Local Loans and Development Fund.

I certify that this account has been duly audited under my directions, and is correct.

February 22, 1919.

F. G. MORLEY,  
Acting Colonial Auditor.

## B.—Statement of Receipts and Payments during the Year 1917-18.

RECEIPTS.	Rs.	c.	Rs.	c.	PAYMENTS.	Rs.	c.	Rs.	c.
Balance on October 1, 1917	—		10,530	93	Loans to—				
Appropriated from vote provided in the Colony's Estimates, 1917-18—					Local Board	20,000	0		
For loans	133,200	0			Sanitary Boards	94,000	0		
For salaries of staff	900	0			Board of Health	200	0		
For travelling expenses of Commissioners attending meetings	90	0			Village Committees	14,500	0		
			134,190	0	Co-operative Credit Societies	4,500	0	133,200	0
Interest received—					Allowance to Secretary			900	0
From Local Boards	2,071	59			Travelling expenses of Commissioners attending meetings			90	0
From Board of Improvement	158	40			Cash with Colonial Treasurer			42,965	51
From Sanitary Boards	9,297	75							
From Co-operative Credit Societies	124	50							
From Board of Health	15	59							
From Government Officers	221	65							
On Bank balance	578	59							
			12,468	7					
Installments of loans repaid—									
By Local Boards	1,403	69							
By Board of Improvement	960	0							
By Sanitary Boards	16,691	82							
By Board of Health	400	0							
By Co-operative Credit Societies	261	0							
By Government officers	250	0							
			19,966	51					
			177,155	51				177,155	51

General Treasury,  
Colombo, January 13, 1919.

BERNARD SENIOR,  
Chairman, Local Loans and Development Fund.

I certify that this account has been duly audited under my directions, and is correct.

February 22, 1919.

F. G. MORLEY,  
Acting Colonial Auditor.

## C.—Statement of Loans.

To what Public Body or Person.	For what Purpose.	Amount.	Original Loan.		When made.	Repaid to September 30, 1918.	Balance outstanding on Sept. 30, 1918.	Date when Loan will be extinguished.
			Rs.	Rate of Interest per Annum. Per Cent.				
Sanitary Board, Kandy District, for Small Town, Huluganga..	Construction of side drains	1,425..	—*	1914.	June 19..	1,140 0..	285 0..	1919†
Co-operative Credit Society, Walapane ..	Agricultural purposes ..	660..	5	1914.	June 26..	198 0..	462 0..	1925†
Sanitary Board, Colombo District for Small Town—								
Peliyagoda ..	..Latrine accommodation..	1,250..	—*	1914.	do. ..	1,250 0..	—	Settled†
Veyangoda ..	.. do. ..	1,025..	—*	1914.	do. ..	820 0..	205 0..	1919†
Gampaha ..	.. do. ..	700..	—*	1914.	do. ..	560 0..	140 0..	1919†
Sanitary Board, Kalutara District, for Small Town—								
Neboda ..	..Construction of side drains	350..	*	1914.	Sept. 30..	350 0..	—	Settled†
Beruwala ..	.. do. ..	1,000..	—*	1914.	do. ..	1,000 0..	—	Settled†
Sanitary Board, Mannar District, for Small Town—								
Erukilampiddi ..	..Construction of a paved crossing	1,000..	4	1915.	Oct. 29..	900 0..	100 0..	1918†
A. C. Beling ..	..Building a house	5,000..	4½	1915.	—† ..	250 0..	4,750 0..	1932†
Local Board, Batticaloa ..	..Water supply	25,000..	3½	1915.	Jan. 4 ..	1,565 93..	23,434 7..	1944†
Board of Improvement, Nuwara Eliya ..	..Improvement of waterworks	6,000..	4	1915.	April 8 ..	3,000 0..	3,000 0..	1921†
Sanitary Board, Batticaloa ..	..Latrine accommodation..	1,300..	4½	1915.	May 4 ..	975 0..	325 0..	1919†
Local Board, Batticaloa ..	..Water supply	37,000..	3½	1915.	May 20..	2,317 76..	34,682 24..	1944†
Kalpalawa Janathiwurdhi Co-operative Credit Society ..	..Agricultural purposes ..	250..	5	1915.	Oct. 13..	100 0..	150 0..	1920†
Co-operative Credit Society, Hinidum Pattu ..	.. do. ..	225..	5	1915.	do. ..	90 0..	135 0..	1920†
Sanitary Board, Kandy District, for Small Town, Galaha ..	..Improvement of town	4,500..	4½	1916.	Nov. 3 ..	613 50..	3,886 50..	1930†
Co-operative Credit Society, Kumbuk Pattu ..	..Agricultural purposes ..	1,000..	do.	1917.	April 14..	100 0..	900 0..	1926†
Sanitary Board, Colombo District for Small Town—								
Avissawella ..	..Improvement of town	15,000..	do.	1917.	Jan. 9 ..	1,500 0..	13,500 0..	1927
Kirillapone-Nugegoda ..	..Road widening and erection of markets	15,000..	do.	1917.	Feb. 1 ..	1,000 0..	14,000 0..	1932
Mount Lavinia ..	..Erection of public markets	15,000..	do.	1917.	do. ..	1,000 0..	14,000 0..	1932
Puwakpitiya ..	.. do. ..	15,000..	do.	1917.	do. ..	1,000 0..	14,000 0..	1932
Piliyandara ..	..Road widening	4,500..	do.	1917.	do. ..	300 0..	4,200 0..	1932
Kochchikade ..	..Erection of public markets	15,000..	do.	1917.	do. ..	1,000 0..	14,000 0..	1932
Board of Health, Uva ..	..Extension of water pipe in Lunugala bazaar	400..	do.	1917.	Mar. 15..	400 0..	—	Settled
Sanitary Board, Colombo District for Small Town—								
Hanwella ..	..Erection of market	2,000..	do.	1917.	do. ..	133 33..	1,866 67..	1932
Ja-ela ..	..Acquisition of land for market and approach road to railway station	9,000..	do.	1917.	Mar. 31..	600 0..	8,400 0..	1932
Co-operative Credit Society, Pandatarippu ..	..Agricultural purposes ..	1,000..	5	1917.	April 17..	—	1,000 0..	1928
Sanitary Board, Colombo District for Small Town—								
Gampaha ..	..Erection of markets	15,000..	4½	1917.	April 21..	1,000 0..	14,000 0..	1932
Kelaniya ..	..Erection of markets and construction of roads	15,000..	do.	1917.	June 2 ..	1,000 0..	14,000 0..	1932
Veyangoda ..	..Extension of market, road construction, &c.	20,000..	do.	1917.	do. ..	1,333 33..	18,666 67..	1932
Diulapitiya ..	..Market, road construction, &c.	4,000..	do.	1917.	do. ..	266 66..	3,733 34..	1932
Co-operative Credit Society, Nanaddan East ..	..Agricultural purposes ..	500..	5	1917.	Aug. 30..	—	500 0..	1928
Sanitary Board, Matara District, for Small Town, Dondra ..	..Erection of market	5,000..	4½	1917.	Sept. 13..	1,000 0..	4,000 0..	1922
Sanitary Board, Jaffna District, for Small Town, Valvedditurai ..	..Improvement and extension to market buildings	1,000..	do.	1917.	do. ..	—	1,000 0..	1928
Co-operative Credit Society, Galboda and Kinigoda Korales ..	..Agricultural purposes ..	750..	5	1917.	Sept. 29..	—	750 0..	1928
Sanitary Board, Colombo District, for Small Town—								
Avissawella ..	..Water supply	25,000..	4½	1917.	Oct. 1 ..	1,250 0..	23,750 0..	1937
Homagama ..	..For a market scheme	12,000..	do.	1917.	do. ..	800 0..	11,200 0..	1932
Welikada-Nawala ..	..Erection of market buildings	15,000..	do.	1917.	do. ..	1,000 0..	14,000 0..	1932

\* Without interest.

† Loans assigned by Government to the fund. Gazette Notification dated June 15, 1917.

‡ Various dates between November 14 and June 15, 1914.

To what Public Body or Person.	For what Purpose.	Amount.	Original Loan.		Repaid to September 30, 1918.	Balance outstanding on Sept. 30, 1918.	Date when Loan will be extinguished.
			Rate of Interest per Annum. Per Cent.	When made.			
Rs.					Rs. c.	Rs. c.	
1918							
Co-operative Credit Society—							
Dakshina Talangama	.. Agricultural purposes ..	1,000..	5 ..	May 23..	— ..	1,000	0..1931
Hendapangoda	.. do. ..	500..	do. ..	do. ..	— ..	500	0..1929
Haltota	.. do. ..	1,000..	do. ..	do. ..	— ..	1,000	0..1929
Adikani Pattu	.. do. ..	1,000..	do. ..	do. ..	— ..	1,000	0..1929
Unarwitiya	.. do. ..	500..	do. ..	do. ..	— ..	500	0..1924
Valkamam West	.. do. ..	500..	do. ..	do. ..	— ..	500	0..1923
Village Committee—							
Welligam Korale	.. Erection of markets at Denepitiya ..	7,000..	4½ ..	do. ..	— ..	7,000	0..1925
Kandaboda Pattu	.. Erection of 2 public latrines at Hakmana ..	1,500..	do. ..	do. ..	— ..	1,500	0..1923
Wellaboda Pattu	.. Erection of markets ..	6,000..	do. ..	do. ..	— ..	6,000	0..1928
Local Board, Matara	.. Erection of 50 pit latrines ..	20,000..	5 ..	do. ..	— ..	20,000	0..1928
Sanitary Board, Kalutara District, for Small Town—							
Tebuwana ..	.. For a market scheme ..	8,000..	do. ..	July 1..	— ..	8,000	0..1930
Naboda ..	.. For the completion of a market scheme ..	3,000..	do. ..	do. ..	— ..	3,000	0..1928
Board of Health, Uva	.. Extension of water pipe in Lunugala bazaar ..	200..	6 ..	do. ..	— ..	200	0..1919
Sanitary Board, Kalutara District, for Small Town—							
Alutgama ..	.. For a market scheme ..	10,000..	5 ..	Aug. 30..	— ..	10,000	0..1928
Agalawatta	.. For a market scheme and acquisition of land ..	7,500..	do. ..	do. ..	— ..	7,500	0..1928
Wadduwa	.. For a market scheme ..	5,000..	do. ..	do. ..	— ..	5,000	0..1928
Beruwala ..	.. do. ..	5,000..	do. ..	do. ..	— ..	5,000	0..1928
Sanitary Board, Matara District, for Small Town, Welligama ..	.. Erection of markets ..	3,500..	do. ..	Sept. 10..	— ..	3,500	0..1925
		374,035			29,813 51	344,221 49	

General Treasury,  
Colombo, January 13, 1919.

BERNARD SENIOR,  
Chairman, Local Loans and Development Fund.

I certify that this account has been duly audited under my directions, and is correct.

February 22, 1919.

F. G. MORLEY,  
Acting Colonial Auditor.

## NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for services mentioned in the schedule annexed below for the supply of sleepers and scantlings during 1918-19. The areas to be exploited for the supplies and further details are given in the schedule.

2. A separate tender should be submitted for each service in the schedule.

3. 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.

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

5. Tenders should be marked "Tender for Sleeper and Scantlings Supply, 1918-19," for services (A), (B), (C), &c., as the case may be, 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, March 25, 1919.

6. Tenders are to be made upon forms which will be supplied upon application at the Forest Office, Batticaloa, and also at the Sub-Divisional Forest Office, Trincomalee. No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tender will be treated as informal and rejected.

7. A deposit of Rs. 20 for each service 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.

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

9. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond, and all other necessary information, can be ascertained, and the draft contract inspected, upon application at the offices 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 a bond.

10. Separate rates per sleeper, broad gauge and narrow gauge, and also rate per cubic foot for scantlings and rate per outside slab, must be quoted, written both in words and figures.

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

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

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

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

15. For any further information application should be made to the Assistant Conservator of Forests, Batticaloa Division.

**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 feet 6 inches 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) Part 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 10 in. by 5 in. and narrow gauge sleepers 5 ft. by 10 in. by 5 in. or 5 ft. by 9 in. by 4½ in., and the sizes of scantlings to be sawn are—

Lengths : 9 ft., 14 ft., 18 ft., 19 ft. and over.

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

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

**SCHEDULE REFERRED TO.**

**Service A.**

To fell a sufficient number of palu and milla trees standing in Amariyal forest ; bounded on the north by Andankulam, east and south by the Kokulai-aru, and west by the new demarcation line ; to convert the trees felled into 1,750 broad gauge and 350 narrow gauge sleepers (more or less), and as many scantlings as possible ; (1) to transport the sleepers, scantlings, and any outside slabs required by the Forest Department, stack and deliver them at Kokulai bay, a distance of 6 miles ; or (2) to transport and ship to Kankesanturai the sleepers, scantlings, and any outside slabs required by the Forest Department, stack and deliver them to an officer of the Railway or any other department, as instructed by the Assistant Conservator of Forests, Batticaloa Division.

**Service B.**

To fell a sufficient number of palu and milla trees standing in Pulmoddai forest ; bounded on the north and east by the sea, south by the Yan-aru, and west by Andankulam

and new demarcation line ; to convert the trees felled into 1,250 broad gauge and 225 narrow gauge sleepers (more or less), and as many scantlings as possible ; (1) to transport the sleepers, scantlings, and any outside slabs required by the Forest Department, stack and deliver them at Pulmoddai, a distance of 5 miles ; or (2) to transport and ship to Kankesanturai the sleepers, scantlings, and any outside slabs required by the Forest Department, stack and deliver them to an officer of the Railway or any other department, as instructed by the Assistant Conservator of Forests, Batticaloa Division.

**Service C.**

To fell a sufficient number of palu and milla trees standing in Kuchchaveli forest ; bounded on the north by the Salape-aar, east by the sea, south by the old road to Tiriyai, and west by Kurunjakulam and new demarcation line ; to convert the trees felled into 1,000 broad gauge and 200 narrow gauge sleepers (more or less), and as many scantlings as possible ; (1) to transport the sleepers, scantlings, and any outside slabs required by the Forest Department, stack and deliver them at Kuchchaveli, a distance of 5 miles ; or (2) to transport and ship to Kankesanturai the sleepers, scantlings, and any outside slabs required by the Forest Department, stack and deliver them to an officer of the Railway or any other department, as instructed by the Assistant Conservator of Forests, Batticaloa Division.

**Service D.**

To fell a sufficient number of palu and milla trees standing in Kollankulam forest ; bounded on the north by the old Batticaloa road and the cart track to Malamundal, east by the sea, south by the Verugal river, and west by the Allai tank and Trincomalee-Batticaloa road ; to convert the trees felled into 1,500 broad gauge and 300 narrow gauge sleepers (more or less), and as many scantlings as possible ; (1) to transport the sleepers, scantlings, and any outside slabs required by the Forest Department, stack and deliver them at Kottiyar, a distance of 16 to 20 miles ; or (2) to transport and ship to Kankesanturai the sleepers, scantlings, and any outside slabs required by the Forest Department, stack and deliver them to an officer of the railway or any other department, as instructed by the Assistant Conservator of Forests, Batticaloa Division.

**Service E.**

To fell a sufficient number of palu and milla trees standing in Paravipanchan jungle ; bounded on the north by Kandy road, 18th-24th milepost, east by cut line from 18th milepost, south by Kusampakavan-aar, and west by cut line from 24th milepost ; to convert the trees felled into 1,761 broad gauge and 155 narrow gauge sleepers (more or less), and as many scantlings as possible ; (1) to transport the sleepers, scantlings, and any outside slabs required by the Forest Department, stack and deliver them at the Forest Department depôt, or in the enclosure in the sea prepared for the purpose at Trincomalee, a distance of 24 to 30 miles ; or (2) to transport and ship to Kankesanturai the sleepers, scantlings, and any outside slabs required by the Forest Department, stack and deliver them to an officer of the Railway or any other department, as instructed by the Assistant Conservator of Forests, Batticaloa Division.

N.B.—Separate rates should be quoted for (1) and (2).

NOTE.—The felling operations are to be completed practically by May 15, 1919. Not less than 30 per cent. of sleepers shall have been sawn by end of May, 1919, 70 per cent. by end of June, 1919, and the full number by end of July, 1919. By end of May, 1919, not less than 25 per cent. of the sleepers shall have been transported and stacked at the delivery depôts, by end of June, 1919, not less than 50 per cent. by end of July, 1919, the full number due on each contract. In cases where tenders for the alternate service (2) are accepted, 50 per cent. of the sleepers should be delivered at Kankesanturai on or before July 31, 1919, and the balance sleepers on or before August 31, 1919.

Office of the Conservator of Forests, H. F. TOMALIN, Conservator of Forests.  
Kandy, March 4, 1919.

**TENDERS** are hereby invited for the supply of telegraph posts during 1918-19, in the Southern Province, to be completed as described in schedule below. A separate tender should be submitted for each service 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 Galle Division Telegraph Posts, 1918-19," for services A or B, as the case may be, 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, March 25, 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 for each service 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 the 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 in writing shall be employed.

12. For any further information, and for inspection of the draft contracts, application should be made to the Assistant Conservator of Forests, Galle Division, Matara.

#### SCHEDULE.

##### Service A.

To fell in Mahapitakanda forest; bounded as follows: north by Uruboku-o-ya; east by Wedikanda, Namaneliya, and Rademiar villages; south by Kamarangashena, Welandagoda, Indiketigoda, and Agalekumbura villages; west by Walgammulla and Bintennegama; sufficient na trees to yield the following telegraph posts well sawn from sound wood. Suitable top and branchwood to be converted into broad gauge and narrow gauge sleepers of standard dimensions:—

15 posts, 26 ft. by 6 in. by 6 in.

25 posts, 24 ft. by 6 in. by 6 in.

468 posts, 21 ft. by 5 in. by 5 in.

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##### Service (B).

To fell in Dediya-gala forest; bounded as follows: north by Galle District; east by Lenama village; south by Kohugoda and Ketanwila villages; west by boundary of

Galle District, Panatibugala, and Maliduwa villages; sufficient ubberiya trees to yield the following telegraph posts well sawn from sound wood. Straight and sound top and branchwood of 6 ft. and upwards in length and 3 ft. 6 in. and upwards in girth to be brought out and delivered in the log at Matara station:—

500 posts, 21 ft. by 5 in. by 5 in.

3. The trees will be stamped by the Forest Department.

4. The work must be completed in three months from the date of signing the contract.

5. Rates clearly written in words and figures must be quoted separately for the 6 in. by 6 in. posts, and the 5 in. by 5 in. posts, and for broad gauge and narrow gauge sleepers in service A, and for timber in the log in service B, delivered at the Matara railway station and placed and arranged according to the requirements of the Superintending Forest Officer.

6. The distance from Mahapitakanda will be about 34 miles.

7. The distance from Dediya-galamukalana will be about 26 miles.

8. Posts rejected by the Forest Department will not be paid for, and must be replaced with good posts approved by the Forest Department. The contractor will be held liable for any Crown timber wasted by palpably bad work.

Office of the Conservator of Forests, H. F. TOMALIN,  
Kandy, March 5, 1919. Conservator of Forests.

**TENDERS** are invited for the lease for one year from date of acceptance of the tender of all the coconut trees (300 in number more or less) in bearing and standing on Government Dairy land situated in the village Narahenpita, in Palle pattuwa of Salpiti korale, in the District of Colombo.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Superintendent, Government Dairy, Colombo.

3. Tenders should either be deposited in the Office of the Superintendent, Government Dairy, or be sent through the post.

4. Tenders should be marked "Tender for the Lease of Coconut Trees" in the left hand corner of the envelope, and should reach the Office of the Superintendent, Government Dairy, not later than midday on Saturday, March 22, 1919.

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

6. A deposit of Rs. 10 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 a month's rent 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 each tender being notified.

9. The contract is on no account to be assigned or sublet without the authority of the Superintendent, Government Dairy.

10. One month's notice on either side to terminate lease before day of expiry.

11. The Superintendent, Government Dairy, has the right to cut down trees, whenever necessary, without compensation, but will grant a proportionate reduction in rental.

12. The trees cannot be tapped for toddy or sublet by tenderer.

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

14. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled, and any offers received containing conditions not mentioned herein will be rejected without question.

15. 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.

16. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the Superintendent, Government Dairy, or persons 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.

17. 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.

G. W. STURGESS,  
Superintendent, Government Dairy.

Office of the Superintendent, Government Dairy,  
Colombo, March 3, 1919.

## SALES OF UNSERVICEABLE ARTICLES, &c.

WILL be sold by public auction at the Government Stores on Thursday, March 13, 1919, at 12 noon. a quantity of bale cloth, empty barrels, firewood, empty drums, gunny bags, &c.

Government Stores,  
Colombo, March 4, 1919.

J. GIBB,  
Colonial Storekeeper.

NOTICE is hereby given that the following private property of long-sentenced and deceased prisoners will be sold by auction at the Negombo Jail gate on March 24, 1919, at 5 P.M. :-

17 sarongs  
29 cloths  
7 coats  
14 banians  
4 shirts  
10 cloth belts  
4 leather belts  
18 handkerchiefs  
5 towels  
1 shawl

1 muffler  
1 Turkey cap  
1 jacket  
1 bodice  
1 brass watch chain  
2 crooked combs  
1 brass amulet  
1 metal amulet  
9 pieces of rag

Negombo Prison,  
February 28, 1919.

J. E. DE ZOYSA,  
for Superintendent.

NOTICE is hereby given that the under-mentioned private property of long-sentenced and deceased prisoners of Chilaw Jail will be sold by public auction at the Chilaw Jail premises at 12 noon on Saturday, March 22, 1919 :-

30 sarongs  
20 banians  
21 cloths  
18 belts  
3 studs  
8 towels

30 handkerchiefs  
2 umbrellas  
4 pieces of rag  
5 rings  
2 white coats

Chilaw Jail,  
March 4, 1919.

G. F. FORREST,  
Superintendent.

NOTICE is hereby given that the following unserviceable articles will be sold by public auction at the Government Stock Garden, Peradeniya Junction, at 9 A.M., on Monday, March 10, 1919 :-

4 knives, pruning, clasp  
1 arch  
1 mamoty

1 lamp  
1 filter

Peradeniya, March 3, 1919.

F. A. STOCKDALE,  
Director of Agriculture.

## VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended March 1, 1919.

**Births.**—The total births registered in the city of Colombo in the week were 162 (1 European, 11 Burghers, 103 Sinhalese, 21 Tamils, 18 Moors, 6 Malays, and 2 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1919, viz., 281,169) was 30.0, as against 19.8 in the preceding week, 28.0 in the corresponding week of last year, and 21.5 the weekly average for last year.

**Deaths.**—The total deaths registered were 150 (2 Europeans, 2 Burghers, 78 Sinhalese, 34 Tamils, 27 Moors, 3 Malays, and 4 Others). The death-rate per 1,000 per annum was 27.8, as against 26.9 in the previous week, 27.0 in the corresponding week of last year, and 26.7 the weekly average for last year.

**Infantile Deaths.**—Of the 150 total deaths, 27 were of infants under one year of age, as against 31 in the preceding week, 35 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 9.

**Principal Causes of Death.**—Twenty deaths from *Pneumonia* were registered, 6 in Maradana (including 4 deaths of non-residents in hospitals), 4 in St. Paul's, 2 in Pettah, 2 in New Bazaar, 2 in Slave Island, 2 in Wellawatta, 1 in Kotahena, and 1 in Kollupitiya, as against 19, 23, 21, and 22, respectively, for the four preceding weeks. The weekly average for last year was 27.

There were registered 6 deaths from *Influenza*, 3 in New Bazaar, 2 in Kotahena, and 1 in St. Paul's, as against 11, 6, 7, and 9, respectively, for the four preceding weeks.

Three deaths from *Bronchitis* were registered, as against 2 in the previous week.

2. Sixteen deaths from *Phthisis* were registered, 8 in Maradana (including 5 deaths of non-residents in hospitals), 3 in Kotahena, 2 in St. Paul's, 2 in Kollupitiya, and 1 in New Bazaar, as against 12 in the previous week and 13 the weekly average for last year.

3. Four deaths from *Enteric Fever* were registered, 2 in Maradana (including the death of a non-resident in hospital), 1 in Kotahena, and 1 in New Bazaar, as against 4 in the previous week and 4 the weekly average for last year.

4. There were also registered 14 deaths from *Infantile Convulsions*, 11 from *Debility*, 10 from *Enteritis*, 5 from *Worms*, 4 from *Dysentery*, 1 from *Tetanus*, and 56 from *Other Causes*.

5. Five cases of *Chickenpox* were reported during the week, as against 8 in the previous week.

**State of the Weather.**—The mean temperature of air was 82.5°, against 80.8° in the preceding week and 78.6° in the corresponding week of the previous year. The mean atmospheric pressure was 30.647 in., against 29.945 in. in the preceding week and 29.973 in. in the corresponding week of the previous year. The total rainfall in the week was 0.19 in., against 0.01 in. in the preceding week and 0.04 in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, March 4, 1919.

FRED. L. ANTHONISZ,  
for Registrar-General.



## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF THE MUPPANE VALLEY (CEYLON) RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE MUPPANE VALLEY (CEYLON) RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are:—
  - (a) To take on lease from the proprietors thereof 542 acres 1 rood 13 perches of land in the village of Muppene in the District of Badulla.
  - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
  - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
  - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
  - (f) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
  - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon, or on any land already leased or owned by the Company, at the cost of the Company and such other person or company or otherwise.
  - (h) To lease any factory or other buildings from any company or person.
  - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, coconuts, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, coconuts, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
  - (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
  - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
  - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
  - (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, coconuts, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
  - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
  - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
  - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds, to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.
  - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
  - (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
  - (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary

to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.

- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purpose of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other Company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partly paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partly paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or anyone or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

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

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. H. LAYARD, Colombo .. .. .	One
J. G. MOORE, Colombo .. .. .	One
W. R. MAGUIRE, Colombo .. .. .	One

Witness to the above three signatures, at Colombo, this 31st day of January, 1919 :

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

F. JAS. HAWKES, Colombo .. .. . One

Witness to the above signature at Colombo, this 4th day of February, 1919 :

H. CREAMY,  
Proctor, Supreme Court, Colombo

E. MARTIN, Colombo .. .. . One

Witness to the above signature, at Colombo, this 5th day of February, 1919 :

H. CREAMY,  
Proctor, Supreme Court, Colombo.

FRED. W. WALDOCK, Colombo .. .. . One  
H. D. THORNTON, Colombo .. .. . One

Witness to the above two signatures, at Colombo, this 5th day of February, 1919 :

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

Total Shares taken .. .. . Seven

## ARTICLES OF ASSOCIATION OF THE MUPPANE VALLEY (CEYLON) RUBBER COMPANY, LIMITED.

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

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

## INTERPRETATION CLAUSE.

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

The word "Company" means "The Muppene Valley (Ceylon) Rubber Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"Shareholder" means any person whose name is entered in the Register of Shareholders as owner or joint-owner of any share in the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

## BUSINESS.

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

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

## CAPITAL.

4. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 50,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

## SHARES.

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

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

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

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

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

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

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

14. Shares may be registered in the names of two or more persons jointly.

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

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

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

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

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

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

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

#### CALLS.

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

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

30. The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise; or in case of shares not fully paid up to any person not approved by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

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

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

33. In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they

abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but only, if at all, upon the transferee.

34. The Register of Transfers may be closed at such times and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than twenty-one days in any year.

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PREFERENCE SHARES.

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

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

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

## BORROWING POWERS.

53. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Forty thousand (Rs. 40,000), but the Directors shall not have power to mortgage or hypothecate any of the property of the Company as security for the repayment of such sum or sums of money without the sanction of a General Meeting.

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

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

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

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

## GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

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

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

78. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

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

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

81. No Shareholder shall be entitled to be present or to vote either personally or by proxy or attorney at any meeting unless all calls due from him on his shares have been paid, and no Shareholder other than the trustee or assignee of a bankrupt, or representative of a deceased Shareholder, shall be entitled to be present or to vote at any meeting held after the expiration of three months from the registration of the Company, in respect of any share which he has acquired by transfer, unless he has been registered as the holder of the share in respect of which he claims to vote, at least three months previous to the time of holding the meeting at which he proposes to vote.

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

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

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

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

#### *The Muppane Valley (Ceylon) Rubber Company, Limited.*

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

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

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

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

#### DIRECTORS.

87. The number of Directors shall never be less than two nor more than five, but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

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

88. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Three thousand Rupees (Rs. 3,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. The first Directors shall be Joseph Percival Ireson, Frederick James Hawkes, and Frank Henry Layard, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

Gordon Frazer & Company, Limited, shall be the sole Agents and Secretaries of this Company for a period of ten years from the incorporation thereof, and shall be entitled to such remuneration as the Directors shall from time to time determine.

#### ROTATION OF DIRECTORS.

91. At the first Ordinary General Meeting of the Company all the Directors shall retire from office, and at the first Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 92.

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

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

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

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

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

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

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

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

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

101. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or 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.

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

#### DISQUALIFICATION OF DIRECTORS.

103. The office of the Director shall be vacated—

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

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



## POWERS OF DIRECTORS.

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

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

106. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such Agents, Managers, Secretaries, Treasurers, Accountants, and other officers, Superintendents, Assistants, Clerks, Artizans, Labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the Managers, Agents, Treasurers, Accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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

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

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

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

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

111. It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders of the Company in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares, thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such 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. In furtherance and not in limitation of, and without prejudice to, the general powers conferred or implied in the last preceding clause, and of the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the powers following (that is to say):—

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

## PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

#### ACCOUNTS.

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

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

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

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

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

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

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

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

#### AUDIT.

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

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

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

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

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

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

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

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

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

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

140. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they may select, or place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investments and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends, or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient, without being bound to keep the same separate from the other assets.

141. Any General Meeting may direct payment of any dividend declared at such meeting, or of any interim dividends which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London, or by the distribution of specific assets, and in particular of paid up shares, debentures, or debenture stock of the Company or of any other company, or in any other form of specie, or in any one or more of such ways, and the Directors shall give effect to such direction; and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

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

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

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

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

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

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

#### NOTICES.

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

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

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

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

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

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

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

#### ARBITRATION.

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

#### EVIDENCE.

155. On the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the register of Shareholders of the Company as a holder of the number of shares in respect of which such claim is made, and that the amount claimed is not

entered as paid in the books of the Company; and it shall not be necessary to prove the registration of the Company, nor the appointment of the Directors who made any call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof aforesaid shall be conclusive evidence of the debt.

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

F. H. JAYARD.  
J. G. MOORE.  
W. R. MAGUIRE.

Witness to the above three signatures, at Colombo, this 31st day of January, 1919:

V. A. JULIUS,  
Proctor, Supreme Court, Colombo.  
F. JAS. HAWKES.

Witness to the above signature, at Colombo, this 4th day of February, 1919:

H. CREASY,  
Proctor, Supreme Court, Colombo.  
E. MASTERS.

Witness to the above signature, at Colombo, this 5th day of February, 1919:

H. CREASY,  
Proctor, Supreme Court, Colombo.  
FRED. W. WALDOCK.  
H. D. THORNTON,

Witness to the above two signatures, at Colombo, this 5th day of February, 1919:

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

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF THE NYANZA TEA COMPANY OF CEYLON, LIMITED.

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

3<sup>rd</sup> Publication

- (f) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
- (g) To hire, lease, or purchase land, either with any other person or company or otherwise, and to erect a factory and other buildings thereon, or on any land already leased or owned by the Company, at the cost of the Company and such other person or company or otherwise.
- (h) To lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (e) or (g), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in the United Kingdom, India, Ceylon, or elsewhere stores, shops, and places for the sale of tea, rubber, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money or otherwise, shares or bonds in and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertakings of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other Company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares, either fully or partially paid up, for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.

- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into 10,000 cumulative preference shares of Rs. 10 each and 20,000 ordinary shares of Rs. 10 each, with power to increase or reduce the capital. Such preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of eight per cent. per annum on the capital for the time being paid up thereon and shall rank as regards return of capital in priority to the ordinary shares, but shall not confer the right to any further participation in profits or assets. The shares forming the capital (original, increased, or reduced) of the Company, other than the said preference shares, may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

(1) In payment of a fixed cumulative preferential dividend at the rate of 8 per cent. per annum on the capital for the time being paid up on the said preference shares.

(2) The balance of the remaining profits shall be divided among the holders of ordinary shares in proportion to the amount paid on the shares held by them.

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

(1) To the payment off of the capital paid up on the said preference shares with the arrears of dividend thereon, whether declared or not, up to the commencement of the winding up.

(2) To the payment off of the capital paid up on all the remaining shares and any dividend on the said shares up to the date of winding up in accordance with the Articles of Association.

(3) To the division among the Shareholders, other than the holders of the cumulative preference shares aforesaid, in proportion to the number of shares held by each of them, of any balance remaining after payment of capital and dividend as provided in sub-sections (1) and (2) hereof.

8. The rights for the time being attached to the said preference shares may be modified or dealt with in a manner mentioned in clause 50 of the accompanying Articles of Association, but not otherwise, and that clause and also clause 157 of the said Articles of Association shall be deemed to be incorporated herein and have effect accordingly.

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.
DAVID SCOTT, Colombo	.. .. .	.. One
WILLIAM MOIR, Colombo	.. .. .	.. One
A. F. WALLACE-TERRY, Colombo	.. .. .	.. One
ROBERT DAVIDSON, Colombo (by his attorney DAVID SCOTT)	.. .. .	.. One
REGINALD COLLINSON, Colombo (by his attorney DAVID SCOTT)	.. .. .	.. One
FRED. WERNEAM, Colombo (by his attorney DAVID SCOTT)	.. .. .	.. One
WILLIAM MILNE, Colombo (by his attorney DAVID SCOTT)	.. .. .	.. One
Witness to the above signatures, at Colombo, this 22nd day of January, 1919:		
	C. E. ALBRECHT, Prince Building, Colombo, Clerk.	
A. F. PATTERSON, Colombo	.. .. .	.. One
H. HOPWOOD, Colombo	.. .. .	.. One
W. R. DONALDSON, Colombo	.. .. .	.. One
E. R. WILLIAMS, Colombo	.. .. .	.. One
Total Shares taken ..		Eleven

Witness to the above signatures, at Colombo, this 17th day of February, 1919:

C. E. ALBRECHT,  
Prince Building, Colombo, Clerk.

#### ARTICLES OF ASSOCIATION OF THE NYANZA TEA COMPANY OF CEYLON, LIMITED.

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

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

#### INTERPRETATION CLAUSE.

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

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

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

#### BUSINESS.

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

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

#### CAPITAL.

4. The original capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into 10,000 cumulative preference shares of Rs. 10 each, and 20,000 ordinary shares of Rs. 10 each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto, as such resolution shall direct; and they shall have power to add to such new shares such an amount of premium as may be considered expedient, provided, however, that such new shares shall have no preferential rights over the 10,000 cumulative preference shares *forewritten*.

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

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

#### SHARES.

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

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

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

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof or any other General Meeting of the Company shall direct, and if no direction be given as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of assets of the Company, and with a special or without any right of voting, provided, however, that such new shares shall have no preferential rights over the 10,000 cumulative preference shares *forewritten*.

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

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

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

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

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

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

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

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

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

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

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

#### CALLS.

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

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

30. The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise; or in case of shares not fully paid up to any person not approved by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

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

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

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

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

#### TRANSMISSION OF SHARES.

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

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

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



## SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PREFERENCE SHARES.

49. Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued, or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right, or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine, provided that no such shares shall have any preference over the cumulative preference shares issued in pursuance of clause 5 of the Memorandum of Association.

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

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

## BORROWING POWERS.

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

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

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

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

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

## GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

*The Nyanza Tea Company of Ceylon, Limited.*

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

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

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

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

## DIRECTORS.

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

The qualification of a Director shall be his holding in his own right at least two hundred shares (either preference or ordinary) in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding One thousand rupees (Rs. 1,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to.

88. The first Directors shall be Keith Rollo, John Arthur Douglas Finch Noyes, and David Scott, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

#### ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

#### DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

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

#### POWERS OF DIRECTORS.

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

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an Agent or Agents and Secretary or Secretaries of the Company to be appointed by the Directors, for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company. The whole of the direction and control of the business of the Company and of its estates and properties shall be conducted in Ceylon, and no person shall act in any manner as a Director whilst resident temporarily or otherwise in the United Kingdom.

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

expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, and other officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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

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

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

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

110. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares, thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such 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.

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

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

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

#### ACCOUNTS.

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

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

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

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

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

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

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

#### AUDIT.

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

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

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

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

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

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

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

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

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

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

138. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.
139. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for special dividends or for equalizing dividends or for repairing, improving, and maintaining any of the property of the Company or for repayment of mortgages or for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and may invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the Company, and that without being bound to keep the same separate from their other assets.
140. The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for equalizing dividends or for working the business of the Company, or for repairing, improving, maintaining, or extending any of the property or plant of the Company or any part thereof, or for the redemption of mortgages, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient.
141. No unpaid dividend or bonus shall ever bear interest against the Company.
142. No Shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares until any monies may be due or owing from him (whether alone or jointly with any other person) to the Company in respect of such share or shares, or otherwise howsoever.
143. The Directors may deduct from the dividend or bonus payable to any Shareholder all such sums of money as may be due from him (whether alone or jointly with any other person) to the Company, and notwithstanding the fact that such sums or any of them are not payable until after the date when such dividend or bonus is payable.
144. Notice of any dividend that has been declared, or of any bonus to be paid, shall be given to each Shareholder entitled thereto, and any dividend or bonus unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.
145. Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.
146. Every dividend or bonus payable in respect of any share held by several persons jointly other than a firm, may be paid to, and an effectual receipt given by, any one of such persons.
147. Any General Meeting 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 cheques or drafts 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 one or more of such ways, and the Directors shall give effect to such direction; and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors. Where requisite a proper contract shall be filed, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

## NOTICES.

148. Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or persons appointed by the Board to authenticate the same.
149. Every Shareholder shall give an address in Ceylon, which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.
150. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder, at his registered address or place of abode, and any notice so served shall be deemed to be well served, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the Agent or Secretary, or Agents or Secretaries, of the Company, their own or some other address to which notices may be sent.
151. All notices directed to be given to Shareholders shall, with respect to any share to which persons are jointly entitled other than a firm, be given to whichever of such persons is named first in the Register of Shareholders, and notice so given shall be sufficient notice to all the holders of such shares.
152. Any notice if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a post office or post box, and the entry in the Company's books of the leaving or sending by post of any notice at or to such address shall be sufficient evidence thereof, and no further evidence shall be necessary.
153. Every Shareholder residing out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notices.
- All notices required to be given by advertisement shall be published in the *Ceylon Government Gazette*.

## ARBITRATION.

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

## EVIDENCE.

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

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

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

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

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

DAVID SCOTT.  
WILLIAM MOIR.  
A. F. WALLACE-TERRY.  
ROBERT DAVIDSON, by his attorney DAVID SCOTT.  
REGINALD COLLINSON, by his attorney DAVID SCOTT.  
FRED. WERNHAM, by his attorney DAVID SCOTT.  
WILLIAM MILNE, by his attorney DAVID SCOTT.

Witness to the above signatures, at Colombo, this 22nd day of January, 1919:

C. E. ALBRECHT,  
Prince Buildings, Colombo, Clerk.

A. F. PATTERSON.  
H. HOPWOOD.  
W. R. DONALDSON.  
E. R. WILLIAMS.

Witness to the above signatures, at Colombo, this 17th day of February, 1919:

C. E. ALBRECHT,  
Prince Building, Colombo, Clerk.

[Third Publication.]

#### MEMORANDUM OF ASSOCIATION OF WILSON, HOLGATE & COMPANY (CEYLON), LIMITED.

1. The name of the Company is "WILSON, HOLGATE & COMPANY (CEYLON), LIMITED."
2. The registered office of the Company will be situate in Colombo, Ceylon.
3. The objects for which the Company is established are—
  - (a) To acquire and take over as a going concern from the present proprietors Messrs. C. T. Wilson, J. K. Holgate, and H. T. Helm, the business or businesses, assets, and liabilities of the firm of "Wilson, Holgate & Co.," of Gaffoor Buildings, Fort, Colombo.
  - (b) To carry on in Ceylon, or elsewhere, all or any of the following businesses, that is to say, merchants, estate agents, commission agents, exporters, importers, and brokers of all kinds of produce and merchandise, dealers in produce and merchandise generally, forwarding agents, traders, capitalists, financiers, and concessionaries, and to undertake, carry on, and execute all kinds of financial, commercial trading, and other operation, and to carry on any other business which may seem to be capable of being conveniently carried on in connection with any of those objects, or calculated, directly or indirectly, to enhance the value of, or facilitate the realization of, or render profitable, any of the Company's property or rights.
  - (c) To carry on the business of tea, coffee, coconut, cacao, and rubber: planters in all their branches and manufacturers of rubber and rubber goods in all the branches of such businesses and to grow, produce, prepare, manufacture, and render marketable tea, coffee, cacao, coconuts, cardamoms, cinchona, rubber, and every kind of produce and to buy, sell, dispose of, export, and deal in the same in any manner, either by wholesale or retail, in any part of the world.
  - (d) To advance, deposit, or lend money, securities and property, to or with such persons and on such terms as may seem expedient, to discount, buy, sell, and deal in bills, notes, warrants, coupons, and other negotiable or transferable securities or documents.
  - (e) To purchase or otherwise acquire, and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of, and deal with property and rights of all kinds, and in particular tea and coffee, coconut, cacao, and rubber gardens and estates, stores, factories, rail and tramways, lands, mortgages, debentures, produce, merchandise, metals, minerals, concessions, options, contracts, patents, annuities, licenses, stocks, shares, bonds, policies, book debts, business concerns, and undertakings and claims, privileges, and choses in action of all kinds.
  - (f) To subscribe for, conditionally or unconditionally, to underwrite, issue on commission or otherwise, take, hold, deal in, and convert stock and shares in any company in which the liability of the members shall be limited to the amount of their shares or stock, and securities of all kinds, and to enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession or co-operation with any person, partnership, or company, and to promote and aid in promoting, constitute, form or organize companies, syndicates or partnerships of all kinds, for the purpose of acquiring and undertaking any property and liabilities of this Company or of advancing, directly or indirectly, the objects thereof, or for any other purpose which the Company may think expedient.
  - (g) To purchase or by other means acquire and protect, prolong, and renew, in Ceylon, or elsewhere, any patents, patent rights, *brevets d'invention*, licenses, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licenses or privileges in respect of the same, and in improving or seeking to improve any patents, inventions, or rights which the Company may at any time acquire or propose to acquire.



- (a) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the business which this Company is authorized to carry on, and as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits or for co-operation, or for limited competition, or for mutual assistance with any such person, firm, or company.
- (b) To borrow, raise, guarantee, or become liable or responsible for money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital.
- (c) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments, and to undertake obligations of every kind and description as may from time to time be considered desirable in the interests of the Company, and in particular to guarantee the performance of contracts or other engagements.
- (d) To enter into any arrangements with any Governments, or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that seem conducive to the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (e) To act as agents, attorneys, brokers, or trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, attorneys, brokers, sub-contractors, or others.
- (f) To remunerate any person, firm, or company rendering services to this Company, whether by cash payment or by the allotment to him or them of shares, debentures, debenture stocks, or securities of the Company credited as paid up in full or in part, or otherwise.
- (g) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stock, or securities of this Company.
- (h) To support and subscribe to any exhibition, or benevolent, charitable, or public object, and to establish support and aid any institution, society, or club which may be for the benefit of the Company or its employes, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (i) To sell, lease, exchange, let on hire, or otherwise dispose of the whole or any part of the undertaking of the Company, and all or any real or personal property, concessions, rights, privileges, or easements for the time being held by or on behalf of the Company, either together or in portions, for such considerations as the Company may think fit.
- (j) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, debenture stock, or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.
- (k) To pay for any real or personal property or assets of any kind which may at any time be acquired by the Company or for any services which may at any time be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company either in money, or in shares, or debentures, or debenture stock, or obligations of the Company, or partly in one way and partly in another, or in any other way with power to issue any shares either fully or partially paid up for such purpose.
- (l) To accept as consideration for the sale or disposal of any real or personal property or assets of any kind which may at any time be sold or disposed of by the Company or in discharge of any other consideration to be received by the Company either money or the shares (whether wholly or partly paid up) of any company in Ceylon, India, Great Britain, or abroad, or the mortgages, debentures, or obligations of any company or person, or partly one and partly another.
- (m) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

The liability of the members is limited.

The nominal capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into Thirty thousand shares of Ten Rupees (Rs. 10) each, with power for the Company to increase or reduce the same. The shares of the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and may be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being.

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

Names and Addresses of Subscribers.		Number of Shares taken by each Subscriber.
H. T. HELM, Colombo	.. ..	One
T. J. CLAYTON, Colombo	.. ..	One
H. D. THORNTON, Colombo	.. ..	One
W. G. DOUGAN, Colombo	.. ..	One
E. W. CLIFTON, Colombo	.. ..	One
LIONEL BRAY, Colombo	.. ..	One
M. J. HARDING, Colombo	.. ..	One
Total Shares taken		Seven

Witness to the seven above signatures, at Colombo, this 11th day of February, 1919:

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

## ARTICLES OF ASSOCIATION OF WILSON, HOLGATE &amp; COMPANY (CEYLON), LIMITED.

## PRELIMINARY.

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

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

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

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

The "Company" means "Wilson, Holgate & Company (Ceylon), Limited."

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

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

"Month" shall mean calendar month.

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

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

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

"Dividend" includes bonus.

Words which have a special meaning assigned to them in the Statutes shall have the same meaning in these presents.

Words importing the singular number only shall include the plural, and the converse shall also apply.

Words importing males shall include females.

Words importing individuals shall include corporations.

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

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

## CAPITAL.

5. The initial capital of the Company shall be Three hundred thousand Rupees (Rs. 300,000), divided into 30,000 shares of Ten Rupees (Rs. 10) each.

## SHARES AND CERTIFICATES.

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

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

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

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

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

## JOINT-HOLDERS OF SHARES.

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

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

## CALLS ON SHARES.

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

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

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

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

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

#### TRANSFER OF SHARES.

17. The instrument of transfer of any share in the Company shall be in writing, and shall be executed both by the transferor and transferee, and duly attested, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof.

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

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

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

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

19. A share may be transferred by a Member or other person entitled to transfer to any Member selected by the transferor; but save as aforesaid, and save as provided by clause 24 hereof, no share shall be transferred to a person who is not a Member so long as any Member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership is willing to purchase the same at its fair value as hereinafter defined or ascertained.

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

21. If the Company shall within a space of one calendar month after being served with the transfer notice find a Member or person selected as aforesaid willing to purchase the share or shares at the fair value and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the share to the Member or person selected by the Company as aforesaid (hereinafter called the purchasing Member).

22. At the Ordinary General Meeting in each year the Company shall by resolution declare what is the fair value of a share within the meaning of clause 19 hereof, and the amount so declared with the addition thereto of interest at the rate of 4 per cent. per annum from the date of the meeting or from the date of the last dividend which last shall happen to the date of the completion of any sale shall be deemed to be the fair value.

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

24. If the Company shall not within a space of one calendar month after being served with the transfer notice find a Member or person willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall at any time within two calendar months thereafter be at liberty, subject to clause 28 hereof, to sell and transfer the share or shares (or those not placed by the Company) to any person and at any price. If however any such share shall not be transferred within two calendar months as aforesaid, the proposing transferor shall not be entitled to sell or deal with the same without first giving a fresh transfer notice.

25. Any share of a deceased Member may subject to clause 28 hereof be transferred by his executors or administrators to any person to whom such deceased Member may have specifically bequeathed the same, and any such share or any share devolving on death on the personal representatives of a deceased Member shall be subject to the same restrictions as regards transfer as the share was subject to in the hands of the deceased Member.

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

27. The Transfer Books and Register of Members may be closed during such times as the Directors think fit not exceeding in the whole twenty-one days in each year. The Directors may decline to recognize any instrument of transfer unless (a) a fee not exceeding Two Rupees is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the shares. All instruments of transfer which shall be registered shall be retained by the Company. The Directors may authorize the registration of transfers without the necessity of any meeting of Directors being held for that purpose.

28. The Directors may decline to register a transfer of any shares upon which the Company has a lien, and may refuse to register a transfer of any shares to a transferee of whom they do not approve without assigning any reason therefor.

## TRANSMISSION OF SHARES.

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

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

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

## FORFEITURE OF SHARES AND LIEN.

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

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

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

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

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

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

38. The Company shall have a first and paramount lien upon all shares held by any Member of the Company (whether alone or jointly with other persons) and upon all dividends and bonuses which may be declared in respect of such shares for all debts, obligations, and liabilities of such Member (whether solely or jointly with any other person or persons and whether such other person or persons shall be a Member or Members or not) to or with the Company and whether the period for payment, fulfilment, or discharge thereof shall actually have arrived or not.

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

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

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

## ALTERATION OF CAPITAL.

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

43. The new shares shall be issued upon such terms and conditions and with such rights, priorities, privileges, or restrictions as the resolution sanctioning the increase of capital shall direct, and if no such direction be given as the 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.

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

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

1046. The Company may by special resolution—

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

#### MODIFICATION OF RIGHTS.

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

#### BORROWING POWERS.

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

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

#### PROCEEDINGS AT GENERAL MEETINGS.

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

61. 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 consider the accounts and balance sheets and the reports of the Directors and Auditors, to elect Directors in place of those retiring; to elect Auditors and fix their remuneration, and to sanction a dividend, and shall also be competent to enter upon, discuss, and transact any other business of which special mention shall have been made in the notice or notices convening the meeting.

62. No business shall be transacted at any General Meeting, except election of a Chairman, the declaration of a dividend, or the adjournment of the meeting, unless a quorum of Members is present at the time when the meeting proceeds to business; and such quorum shall consist of not less than two Members present personally or by proxy or attorney.

63. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum be not present, those Members who are present shall be deemed to be a quorum, and may do all business which a full quorum might have done.

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

65. The Chairman may, with the consent of the meeting, adjourn any meeting from time to time and from place to place; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for twenty-one days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

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

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

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

#### VOTES OF MEMBERS.

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

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

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

72. Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto; and if more than one of such joint-holders be present at any meeting, personally or by proxy, that one of the said persons so present whose name stand first on the Register in respect of such share shall alone be entitled to vote in respect thereof.

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

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

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

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

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

#### *Wilson, Holgate & Company (Ceylon), Limited.*

I, \_\_\_\_\_, of \_\_\_\_\_, being a Member of Wilson, Holgate & Company (Ceylon), Limited, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ (a Member of the Company), as my proxy to vote for me and on my behalf at the Ordinary (or Extraordinary, as the case may be) General Meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_, One thousand Nine hundred and \_\_\_\_\_, and at any adjournment thereof.

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

#### DIRECTORS.

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

79. The first Directors shall be Henry T. Helm and Trevor J. Clayton, who shall hold office until the First Ordinary General Meeting of the Company, when they shall all retire but shall be eligible for re-election.

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

81. A Director need not be a Shareholder.

82. A Director may hold any other office under the Company in conjunction with the office of Director except that of Auditor.

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

## POWERS OF DIRECTORS.

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

85. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or Managing Directors, with the assistance of an agent or agents, secretary or secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and registration of the Company, and in and about the valuation, purchase, and acquisition of the said businesses and properties, and otherwise, in or about the working, and business of the Company. The whole of the direction and control of the business of the Company shall be conducted in Ceylon, and no person shall act in any manner as a Director while resident temporarily or otherwise outside Ceylon.

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

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

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

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

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

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

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

- (a) To purchase or take on lease premises suitable for the business of the Company, and generally 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; and to execute any mortgage of the said premises or other property of the Company for securing any loan and interest thereon on such terms as they may think fit, and to exercise all borrowing powers of the Company.
- (b) At their discretion to pay for any rights 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.
- (c) 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 uncalled capital for the time being, or in any other manner as they may think fit.
- (d) To accept from any member, on such terms and conditions as shall be agreed, a surrender of his shares or stock or any part thereof.
- (e) To determine who shall be entitled to sign and give on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts, and documents, and to authorize such persons or person accordingly.
- (f) To give to any officer or servant of the Company a commission on the profits of any particular business or transaction, or a share in the general profits of the Company, and such commission or share of the profits shall be treated as part of the working expenses of the Company.
- (g) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (h) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (i) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (j) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (k) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.

## MANAGING DIRECTORS.

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

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

## DISQUALIFICATION OF DIRECTORS.

94. The office of a Director shall be vacated—

- (a) If he become bankrupt or insolvent or compound with his creditors.
- (b) If he become of unsound mind or is found a lunatic.
- (c) If he gives the Directors notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid, unless prior to the doing of such act written notice has been served upon the Directors or an entry has been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

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

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

## ROTATION OF DIRECTORS.

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

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

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

100. If at any meeting at which an election of Directors ought to take place the place of the vacating Director be not filled up, the vacating Director shall continue in office until the Ordinary General Meeting in the next year, and so on from time to time until his place has been filled up.

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

102. Any person appointed a Director by the Board of Directors under the provisions of Article 80, shall only retain his office until the next Ordinary General Meeting of the Company, when he shall retire, but he shall be eligible for re-election.

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

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

## PROCEEDINGS OF DIRECTORS.

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

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

107. The Directors may delegate any of their powers to committees, consisting of such Member or Members of their body as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on him or them by the Directors. The regulations herein contained for the meetings and proceedings of Directors shall, so far as not altered by any regulations made by the Directors, apply also to the meetings and proceedings of any committee.



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

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

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

#### MINUTES.

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

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

#### SEAL.

112. The Directors shall forthwith procure a common seal to be made for the Company and shall provide for the custody thereof. The seal shall not be affixed to any instruments except in the presence of one of the Directors, and such Director shall sign every instrument to which the seal of the Company is so affixed in his presence.

#### DIVIDENDS.

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

114. The Directors shall lay before the Company in General Meeting a recommendation as to the amount which they consider ought to be paid by way of dividend, and the Company shall declare the dividend (if any) to be paid, but such dividend shall not exceed the amount recommended by the Directors. Any General Meeting may direct payment of any dividend declared at such meeting, or of any interim dividends which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London or by the distribution of specific assets, and in particular of paid up shares, debentures, or debenture stocks of the Company, or paid up shares, debentures, or debenture stocks of any other company, or in any other form of specie, or in any one or more of such ways, and the Directors shall give effect to such resolution; and where any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific asset or any part thereof, and may determine that cash payments shall be made to any Members upon the footing of the value so fixed, in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

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

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

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

118. Notice of any dividend that may have been declared shall be given to each Member in the manner in which notices are given to the Members. Any dividend or bonus unclaimed by any Member for three years after notice thereof shall have been given as aforesaid may be forfeited by the Directors for the benefit of the Company, and if the Directors think fit may be applied in augmentation of the reserve fund.

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

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

#### RESERVE FUND.

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

#### ACCOUNTS.

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

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

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

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

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

#### AUDIT.

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

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

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

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

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

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

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

#### INDEMNITY.

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

#### NOTICES.

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

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

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

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

#### WINDING UP.

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

139. If the Company shall be wound up whether voluntarily or otherwise, the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company, either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866; and of the Ceylon Ordinance 2 of 1889 shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the afore-written Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

H. T. HELM.  
T. J. CLAYTON.  
H. D. THORNTON.  
W. G. DOUGAN.  
E. W. CLIFTON.  
LIONEL BRAY.  
M. J. HARDING.

Witness to the seven above signatures, at Colombo, this 11th day of February, 1919:

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

## The Land Development Company, Limited.

NOTICE is hereby given that the Fifth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the Company's registered office, No. 10 Queen street, Fort, Colombo, on Saturday, March 15, 1919, at 11 A.M.

*Business.*

1. To receive the report of the Directors and the balance sheet made up to December 31, 1918.
  2. To elect a Director.
  3. To appoint Auditors.
  4. To transact any other business which may be duly brought before the Meeting.
- (The Transfer Books of the Company will be closed from March 1 to 15, 1919, inclusive.)

By order of the Directors,

JAMES FINLAY &amp; Co., LTD.,

Colombo, February 25, 1919. Agents and Secretaries.

## The Welisara Rubber Company, Limited.

NOTICE is hereby given that the Sixth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the Company's registered office, No. 10, Queen street, Fort, Colombo, on Saturday, March 15, 1919, at 11.15 A.M.

*Business.*

1. To receive the report of the Directors and the balance sheet made up to December 31, 1918.
  2. To elect a Director.
  3. To appoint Auditors.
  4. To transact any other business which may be duly brought before the Meeting.
- (The Transfer Books of the Company will be closed from March 1 to 15, 1919, inclusive.)

By order of the Directors,

JAMES FINLAY &amp; Co., LTD.,

Colombo, February 27, 1919. Agents and Secretaries.

## The Welisara Rubber Company, Limited.

NOTICE is hereby given that the Eleventh Annual Ordinary General Meeting of the Shareholders of this Company will be held at the Company's registered office, No. 10, Queen street, Fort, Colombo, on Saturday, March 15, 1919, at 11.30 A.M.

*Business.*

1. To receive the report of the Directors and the balance sheet made up to December 31, 1918.
  2. To elect a Director.
  3. To appoint Auditors.
  4. To transact any other business which may be duly brought before the Meeting.
- (The Transfer Books of the Company will be closed from March 1 to 15, 1919, inclusive.)

By order of the Directors,

JAMES FINLAY &amp; Co., LTD.,

Colombo, February 25, 1919. Agents and Secretaries.

## The Gollinda Tea Company, Limited.

NOTICE is hereby given that the Seventeenth Ordinary General Meeting of the Shareholders will be held at the registered office of the Company, No. 14, Queen-street, Colombo, on Friday, March 21, 1919, at 11.30 A.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.
5. To transact any other business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART &amp; Co.,

Colombo, March 7, 1919. Agents and Secretaries.

## The Lucky Land Tea Company, Limited.

NOTICE is hereby given that the Second Ordinary General Meeting of Shareholders of the Company will be held at the registered office, No. 14, Queen street, Colombo, on Friday, March 21, 1919, at noon.

*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.
5. To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART &amp; Co.,

Colombo, March 7, 1919. Agents and Secretaries.

## The Estates Company of Uva, Limited.

NOTICE is hereby given that the Twenty-fourth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Saturday, March 15, 1919, at 12 noon.

*Business.*

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1918.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from March 6 to 15, 1919, both days inclusive.

By order of the Directors,

WHITTALL &amp; Co.,

Colombo, March 5, 1919. Agents and Secretaries.

## The Gollinda Tea and Rubber Company, Limited.

NOTICE is hereby given that the Sixth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Tuesday, March 18, 1919, at 11 A.M.

*Business.*

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1918.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

WHITTALL &amp; Co.,

Colombo, March 5, 1919. Agents and Secretaries.

## The Kandyan Hills Company, Limited.

NOTICE is hereby given that the Twenty-second Annual General Meeting of this Company will be held at 12 noon on Wednesday, March 19, 1919, at the registered office of the Company, Australia buildings, Fort, Colombo.

*Business.*

- (1) To receive the report of the Directors and accounts to December 31, 1918.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from March 16 to 19, 1919, both days inclusive.

By order of the Directors,

CARSON &amp; Co., LTD.,

Colombo, March 5, 1919. Agents and Secretaries.

**The Rosberry Tea Company of Ceylon, Limited.**

NOTICE is hereby given that the Twenty-third Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 11, Queen street, Fort, Colombo, on Monday, March 17, 1919, at 12 noon.

*Business.*

- (1) To receive the report of the Directors and 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 March 10 to 18, 1919, inclusive.)

By order of the Directors,

BOIS BROTHERS & Co.,  
Colombo, February 27, 1919. Agents and Secretaries.

**The Agra Tea Company of Ceylon, Limited.**

NOTICE is hereby given that the Twenty-second Ordinary General Meeting of the Shareholders of the Company will be held at the office of the Colombo Commercial Company, Limited, Slave Island, Colombo, on Saturday, March 15, 1919, at 9.30 A.M.

*Business.*

1. To receive the report of the Directors and the statement of accounts to December 31, 1918.
2. To declare a dividend.
3. To elect a Director.
4. To elect Auditors.
5. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

COLOMBO COMMERCIAL COMPANY, LTD.,  
Agents and Secretaries.

**The Pitakande Tea Company of Ceylon, Limited.**

NOTICE is hereby given that the Twenty-second Ordinary General Meeting of the Shareholders of this Company will be held at the office of the Colombo Commercial Company, Limited, Slave Island, Colombo, on Saturday, March 15, 1919, at 9.45 A.M.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1918.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

COLOMBO COMMERCIAL COMPANY, LTD.,  
Agents and Secretaries.

**The Lapan Utan Rubber Company, Limited.**

NOTICE is hereby given that the Thirteenth Annual General Meeting of the Shareholders of the Lapan Utan Rubber Co., Ltd., will be held at the office of Messrs. Boustead Bros., Colombo, on Saturday, March 15, 1919, at 12.30 P.M.

*Business.*

1. To receive the report of the Directors and accounts for the year ended December 31, 1918.
2. To appoint an Auditor.
3. To declare a dividend.
4. To transact any other business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from March 12 to 19, 1919, inclusive.)

By order of the Board,

BOUSTEAD BROS.,  
Colombo, February 28, 1919. Agents and Secretaries.

**The Mentenne Rubber Company, Limited.**

NOTICE is hereby given that the Ninth Annual Ordinary General Meeting of the Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Tuesday, March 18, 1919, at 11 A.M.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1918.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor, and transact any other competent business.

By order of the Directors,

GORDON FRAZER & Co., LTD.,  
Colombo, March 7, 1919. Agents and Secretaries.

**The Castlereagh Tea Company of Ceylon, Limited.**

NOTICE is hereby given that the Ordinary General Meeting of the Company will be held at the registered office of the Company, Prince Building, Fort, Colombo, on Friday, 21st instant, at 12 noon.

- (1) To receive the report of the Directors and accounts to December 31, 1918.
- (2) To declare a dividend.
- (3) To elect a Director and Auditor.

To transact such other business as may be brought forward.

The Transfer Books of the Company will be closed from March 8 to 21, 1919, both days inclusive.

By order of the Directors,

THE EASTERN PRODUCE AND ESTATES Co., LTD.,  
Colombo, March 5, 1919. Agents and Secretaries.

**The Bristol Hotel Company, Limited, Colombo.**

NOTICE is hereby given that the Ordinary General Meeting of the Shareholders of the Company will be held at the registered office, 29, York street, Colombo, on Saturday, March 29, 1919, at 1 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 two Directors.
4. To appoint an Auditor, and any other business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from March 23 to 30, 1919, both days inclusive.)

By order of the Directors,

W. BARTLETT,  
Colombo, March 7, 1919. for Secretary.

**Application for Renewal of Foreign Liquor License.**

WE hereby give notice that we have on December 21, 1918, applied to the Government Agent, Western Province, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1919.

*Schedule referred to.*

Name and address of applicants: M. Wright & Company, Ambawatte Mills, Colombo.  
Description of license or licenses applied for: Wholesale liquor license.

State whether application is for renewal of existing license or for a new license: Renewal license.

Situation of premises to be licensed: Ambawatte Mills.

C. M. WRIGHT & Co.,  
December 21, 1918. Applicants.

**Cancellation of Power of Attorney.**

NOTICE is hereby given that I have this day cancelled and revoked power of attorney No. 344 dated October 27, 1915, and attested by Mr. S. Somasundaram, Notary Public, whereby I appointed Averna Kama, Avena Supparamaniam Chetty to act as my attorney.

Qu. S. Co. C. M. Wright & Co., Ltd.

(Sgd.) PEYNA REENA MEYNA PERIYARUPPEN CHETTY.  
Colombo, March 3, 1919.

**Sale of a Valuable House and Ground at  
Shoemakers' Lane, Kotahena, Colombo.**

By virtue of the mortgage decree entered in case No. 49,438 of the District Court of Colombo, and the order to sell issued to me in the said action, I shall sell the above property by public auction on Monday, March 31, 1919, at 10.30 a.m., at the spot:

All this house and ground, bearing assessment No. 23, situated at Shoemakers' lane, Colombo, containing in all about 9 83/100 perches.

Cheques will be accepted.

Further particulars apply to Messrs. T. D. & E. L. Proctors and Notaries, Colombo, or—

H. D. JOHN PIERIS,  
Auctioneer and Broker,  
Maltsdorp street, Colombo.

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

By virtue of the order in case No. 13,148, D. C., Negombo, entered in favour of the plaintiff Pena Reena Suna against the defendant Narayanan Chetty of Negombo, against the defendant Messange Kovis Silva of Thimbrigaskatuwa, 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. 12,658, dated June 30, 1916, and attested by T. H. de Silva, Notary, by public auction, at the respective spots, on Friday, March 28, 1919, commencing at 10 A.M., to wit:—

1. The portion No. 9 of the land Thimbavulkurunduwatta, situate at Thimbrigaskatuwa, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, in extent 2 roods and 22 perches. This land belonging to and possessed by the defendant on deed No. 12,657, dated this day and deed No. 1,267, dated September 14, 1908, attested by T. H. de Silva, Notary Public, with the buildings thereon.

2. The portion 6 of the said land Thimbavulkurunduwatta, situate at Thimbrigaskatuwa aforesaid, in extent 1 rood and 8 perches. This land is belonging to and possessed by the defendant on the said deed No. 1,267.

3. The portion 8 of the said Thimbavulkurunduwatta, situate at Thimbrigaskatuwa aforesaid, in extent 1 rood and 35 perches. This land is belonging to and possessed by the defendant on the said deed No. 1,267.

4. The land Thimbavulkurunduwatta, situate at Thimbrigaskatuwa aforesaid; in extent 2 roods and 11 perches. This land is belonging to and possessed by the defendant on deed No. 8,603, dated January 31, 1903, attested by M. J. P. Silva, Notary Public.

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

M. P. KURERA,  
Auctioneer,  
Negombo, March 4, 1919.

**Auction Sale of Properties at Katuwapitiya and Mahahunupitiya, in the District of Negombo.**

By virtue of the order in case No. 13,144, D. C., Negombo, entered in favour of the plaintiff Ana Runa Kana Nana Panicheheram Bulke of Negombo, against the defendant Lankesara James Singh of Mahahunupitiya, 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. 11,410, dated September 14, 1915, and attested by T. H. de Silva, Notary, by public auction, at the respective spots, on Friday, March 28, 1919, to wit:—

At 4 P.M.

1. The western 7/16 shares of the land called Suduweekumbura of the Gahakumbura, now raised up and planted, situate at Katuwapitiya, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, in extent about 3 roods and 20 perches.

At 4.30 P.M.

2. The Dawatagahawatta, situate at Mahahunupitiya, in Dunagaha pattu aforesaid, in extent about 1 rood.

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

M. P. KURERA,  
Auctioneer,  
Negombo, March 4, 1919.

**Auction Sale of Valuable Properties at Pothuwatawana,  
Kattimahana, Dummallasuriya and Kanubitchiya,  
in the District of Kurunegala.**

By virtue of the order in case No. 12,660, D. C., Negombo, entered in favour of the plaintiff Kana Nana Awanna Veena Nagappa Chetty of Negombo, against the defendants (1) Warnakulasuriya Philippu Neri Fernando, (2) Warnakulasuriya Eugeno Fernando, both of Dummallasuriya, (3) Jayasuriya Mahatelge Silvestri Peris of Kattimaha, and (4) Warnakulasuriya Lazarus Fernando of Kattimahana, 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. 1,785, dated September 8, 1916, and attested by D. L. E. Amerasinghe, Notary, by public auction, at the respective spots, on Monday, March 31, 1919, to wit:—

At 2 P.M.

1. All that allotment of land called Ambagahayaya, situate at Pathuwatawana, in Yagam pattu korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province, in extent 3 acres and 2 roods more or less.

At 2.15 P.M.

2. The undivided  $\frac{1}{2}$  share of all that allotment of land called Ambagahawatta, situate at Pathuwatawana aforesaid, in extent 12 acres more or less.

At 2.45 P.M.

3. From and out of the undivided  $\frac{1}{2}$  share towards the western side of all that land called Murungagahamulahena, situate at Kattimahana, in Katugampola korale of Katugampola hatpattu aforesaid, in extent 5 lahas of kurakkan sowing ground, or 5 acres more or less, excluding the undivided  $\frac{1}{2}$  share of the undivided extent of 50 coconut trees plantable ground, the remaining portion of the said western undivided  $\frac{1}{2}$  share.

At 3 P.M.

4. From and out of the undivided  $\frac{1}{2}$  share of all that land called Talgahamulahenyaya, situate at Kattimahana aforesaid, in extent 10 lahas of kurakkan sowing ground, or 10 acres more or less, the undivided extent of 50 coconut trees plantable ground, together with the trees standing thereon and the soil appertaining thereto.

At 3.15 P.M.

5. From and out of all that land called Kajugahamulahenyaya, situate at Kattimahana aforesaid, in extent 1 pela of kurakkan sowing ground more or less, the undivided extent of 60 coconut trees plantable ground at a distance of 24 feet apart from each other.

At 3.45 P.M.

6. The undivided  $\frac{1}{2}$  share of all that land called Gorakagahawatta, situate at Dummallasuriya, in Katugampola korale aforesaid, in extent  $\frac{1}{2}$  an acre more or less.

At 4 P.M.

7. The undivided  $\frac{1}{2}$  share of all that land called Padinchiwatta, situate at Dummallasuriya aforesaid, in extent 1 acre more or less.

At 4.30 P.M.

8. The undivided  $\frac{1}{12}$  share of all that land called Pattiya Hendappuhena, situate at Kanubitchiya, in Katugampola korale aforesaid, in extent 1 parrah of kurakkan sowing ground more or less.

At 4.45 P.M.

9. The undivided  $\frac{1}{9}$  share of all that land called Paragahamulahena, situate at Kanubitchiya aforesaid, in extent 1 parrah of kurakkan sowing ground more or less.

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

M. P. KURERA,  
Auctioneer,  
Negombo, March 4, 1919.

**Auction Sale of Properties at Gallehemulla and Ilippagamuwa, in the District of Kurunegala.**

By virtue of the order in case No. 12,145, D. C., Negombo, entered in favour of the plaintiff Muna Pina Rawanna Mana Suna Pana Ramanaden Chetty of Negombo, against the defendant Dammarama Terunnanse of Ambagahawadiya, incumbent of Gallehemulla Vihare, 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. 4,159, dated May 23, 1912, and attested by Peter W. Marasinghe, Notary, by

public auction, at the respective spots, on Wednesday, April 2, 1919, to wit:—

At 3 P.M.

1. Kahatagahahena, situate at Gallehemulla in Katugampola korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province, in extent about 2 lahass of kurakkan sowing ground, as secondary mortgage.

At 3.30 P.M.

2. The undivided  $\frac{1}{2}$  share of the land Kahatagahamulawatta, situate at Iippagamuwa, in Katugampola hatpattu aforesaid, in extent about 2 parrahs of kurakkan sowing ground, as primary mortgage.

At 4 P.M.

3. Meellagahahena, situate at Iippagamuwa aforesaid in extent about 4 lahass of kurakkan sowing ground, as secondary mortgage.

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

M. P. KUBERA,  
Auctioneer.

Negombo, March 4, 1919.

#### Auction Sale of Valuable Properties at Kohombapola and Talammehera, in the District of Kurunegala.

UNDER decree in case No. 12,307, D. C., Negombo, entered in favour of the plaintiff Rosaline de Croos of Negombo, administratrix of the estate of the late Salvador Miranda of Godigomuwa, deceased, against the defendants (1) Imiamudiyanselage Appuhamy and (2) ditto Cornelis Appuhamy, both of Kohombapola, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties mortgaged by bond No. 19,685, dated January 10, 1912, and attested by H. M. de Silva, Notary, by public auction, at the twelfth-mentioned land herein below described, on Saturday, April 5, 1919, commencing at 10 A.M., to wit:—

1. An undivided  $\frac{1}{2}$  share of Delgahawatta, situate at Kohombapola, in Katugampola Medapattu korale, in the District of Kurunegala, North-Western Province; in extent about 6 lahass of kurakkan sowing ground, as a primary mortgage.

2. An undivided  $\frac{1}{2}$  share of Pahalagederawatta, situate at Kohombapola aforesaid; in extent about 6 acres, and of the tiled house standing thereon, as a primary mortgage.

3. An undivided  $\frac{1}{2}$  share of the land called Medagodella, situate at Kohombapola aforesaid; in extent about 6 acres, and of the buildings (tiled house) standing thereon, as a primary mortgage.

4. An undivided  $\frac{1}{2}$  share of the land called Marewilkumbure, situate at Kohombapola aforesaid; in extent about 3 parrahs of kurakkan sowing ground, as a primary mortgage.

5. An undivided  $\frac{1}{2}$  share of the land called Kadulamullahena, situate at Talammehera, in Katugampola Medapattu korale aforesaid; in extent about 4 parrahs of kurakkan sowing ground, as a primary mortgage.

6. An undivided  $\frac{1}{2}$  share of the land called Kosgahawatta, situate at Kohombapola aforesaid; in extent about 6 lahass of kurakkan sowing ground, as a primary mortgage.

7. An undivided  $\frac{1}{2}$  share of Bakmigahawatta, situate at Kohombapola aforesaid; in extent about 8 kurunies of kurakkan sowing ground, as a secondary mortgage.

8. An undivided  $\frac{1}{2}$  share of Thalekolayayahena, situate at Kohombapola aforesaid; in extent about 7 kurunies of kurakkan sowing ground, as a secondary mortgage.

9. An undivided  $\frac{1}{2}$  share of the land Bogahamula, situate at Kohombapola aforesaid; in extent about 5 kurunies of kurakkan sowing ground, as a secondary mortgage.

10. An undivided  $\frac{1}{2}$  share of the land called Attikagahawatta, situate at Kohombapola aforesaid; in extent about 8 acres, as a secondary mortgage.

11. An undivided  $\frac{1}{2}$  share of the land called Malaowita, situate at Kohombapola aforesaid; in extent about 3 acres, as a secondary mortgage.

12. An undivided  $\frac{1}{2}$  share of the land called Etumal-deniya Kongahawatta, situate at Kohombapola aforesaid; in extent about 6 lahass of kurakkan sowing ground, as a secondary mortgage.

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

M. P. KUBERA,  
Auctioneer.

Negombo, March 4, 1919.

#### Auction Sale of Valuable Properties at Kohombapola and Talammehera, in the District of Kurunegala.

UNDER decree in case No. 12,515, D. C., Negombo, entered in favour of the plaintiff Rosaline de Croos of Negombo, administratrix of the estate of the late Salvador Miranda of Godigomuwa, deceased, against the defendants (1) Imiamudiyanselage Hetuhamy Appuhamy, (2) Imiamudianselage Hendrick Appuhamy, and (3) Imiamudiyanselage Simon Peries, all of Kohombapola, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties mortgaged by bonds No. 19,570, dated September 22, 1911, and No. 19,686, dated January 10, 1912, and attested by H. M. de Silva, Notary, by public auction, at the third mentioned land herein below described, on Saturday, April 5, 1919, commencing at 2 P.M.; to wit:—

1. The Halgahakumbura, situate at Talammehera, in Katugampola Medapattu korale, in the District of Kurunegala, North-Western Province; in extent about 5 kurunies of paddy sowing ground, as a secondary mortgage.

2. An undivided  $\frac{1}{2}$  share from the portion of Munuruwekumbura, situate at Talammehera aforesaid; in extent 15 lahass of paddy sowing ground, as a secondary mortgage.

3. The land called Mugurugahawattehena, situate at Talammehera aforesaid; containing about 1 amunam of kurakkan sowing extent. From this land, excluding an undivided portion of 8 acres, the remaining undivided portion of land, as a secondary mortgage.

4. An undivided  $\frac{1}{2}$  share of the land called Innawatta, situate at Kohombapola, in Katugampola Medapattu korale aforesaid; in extent about 2 pelass of kurakkan sowing ground, as a secondary mortgage.

5. An undivided  $\frac{1}{2}$  shares of the land called Etumal-deniya, situate at Kohombapola aforesaid; in extent about 3 parrahs of kurakkan sowing ground, as a secondary mortgage.

6. An undivided  $\frac{1}{2}$  share of the land called Opennegahawatta, situate at Kohombapola aforesaid; in extent about 6 kurunies of kurakkan sowing ground, as a secondary mortgage.

7. An undivided  $\frac{2}{3}$  shares of the land called Bogahawatta, situate at Kohombapola aforesaid; in extent about 6 kurunies of kurakkan sowing ground, as a secondary mortgage.

8. An undivided  $\frac{1}{2}$  share of the land called Delgahawatta, situate at Kohombapola aforesaid; in extent about 6 lahass of kurakkan sowing ground, as a primary mortgage.

9. An undivided  $\frac{1}{2}$  share of the land called Medagodella, situate at Kohombapola aforesaid; in extent about 6 acres, as a primary mortgage.

10. An undivided  $\frac{1}{2}$  share of the land called Kosgahawatta, situate at Kohombapola aforesaid; in extent about 6 lahass of kurakkan sowing ground, as a primary mortgage.

11. An undivided  $\frac{1}{2}$  share of the land called Thalekolayaya, situate at Kohombapola aforesaid; in extent about 7 kurunies of kurakkan sowing ground, as a secondary mortgage.

12. An undivided  $\frac{1}{2}$  share of the land called Malesowita, situate at Kohombapola aforesaid; in extent about 3 acres, as a secondary mortgage.

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

M. P. KUBERA,  
Auctioneer.

Negombo, March 4, 1919.

#### Auction Sale.

In the District Court of Kalutara.

Mahawaduge Albert Perera Wijesuriya of Desastra Kalutara ..... Plaintiff.  
No. 8,229. Vs. 358

(1) Benaragama Vidanelage Dona Johanna de Silva Hamine and husband (2) Pelandapapragge Cornelis Dias, both of Desastra Kalutara ..... Defendants.

UNDER and by virtue of the decree and order in the above case, I shall sell by public auction at the spot on Saturday, March 22, 1919, at 2 P.M., the following property declared bound and executable for the recovery of Rs. 1,415.75, with interest on Rs. 1,250 at 12 $\frac{1}{2}$  per cent.

per annum from July 30, 1918, till date of decree, and thereafter at 2 per cent. per annum on the aggregate, full payment in full, and costs of suit, viz. :—

All undivided 21/40 shares of the soil and trees and buildings on the allotment of land called Siyambalagahawatta bearing assessment No. 144, situated at Desastra Kalutara; and bounded on the north by Dewata, east by Siyankarage Mahawatta, south by the burial ground and Siyambalagahawatta belonging to Don Abraham Jayasundera, and west by the old road; containing in extent about 1 acre 3 roods and 13 perches.

H. D. S. PERERA,  
Auctioneer.

Perambur, February 27, 1919.

#### Auction Sale.

In the District Court of Galle.

Ignatius Martin Manuel Ales of Mahamodera,  
Galle ..... Plaintiff,  
No. 16,545.

Rajawasan Wellalage Andrayas Wijetilake of  
Kumbalwella, Galle ..... Defendant.

UNDER decree in the above case, and by virtue of commission issued to me for the recovery of the amount therein stated I shall sell by public auction, at the respective spots on Saturday, March 22, 1919, commencing at 2 P.M., the under-mentioned properties, viz. :—

(a) All the soil and trees of the land called Helambagahahena, situated at Telikada in Gangaboda pattu, Southern Province, Galle, containing in extent 4 acres 3 roods and 13 perches.

(b) All those undivided  $\frac{2}{3}$  parts of the land called Nekettagodella, situate at Ganegoda Malwatta in Telikada aforesaid, containing about 15 kurunies paddy sowing extent.

(c) All those undivided  $\frac{2}{3}$  parts of the land called Amunewapakumbura, situate at Telikada aforesaid, containing about 1 amunam paddy sowing extent.

(d) All those undivided  $\frac{2}{3}$  parts of the land called Pandiyakumbura, situate at Ganegoda Malwatta aforesaid, containing 3 pelas paddy sowing extent.

On Friday, March 28, 1919, commencing at 2 P.M.

(e) All that land called Kanattewatta-addarakumbura, situate at Kapuhenpola in Akmimana, within the Four Gravets of Galle, containing 12 kurunies paddy sowing extent.

(f) All that and those undivided  $\frac{1}{2}$  and  $\frac{1}{7}$  parts or undivided  $9 \frac{3}{7}$  kurunies paddy sowing extent of the field called Ambalamagawawatta-addarakumbura of 24 kurunies paddy sowing and (b) all that undivided  $\frac{1}{7}$  parts of the adjoining land called Ambalamagawawatta-addaraowita (exclusive of the breadfruit trees thereof) of 6 kurunies paddy sowing extent out of the block comprising undivided allotment called Ambalamagawawatta of the extent of about 2 acres, and the said Ambalamagawawatta-addarakumbura and owita, situated at Kapuhenpola aforesaid.

Further particulars from G. D. Jayasundara, Esq.,  
Proctor, Galle, or—

57, Lighthouse street,  
Galle, March 3, 1919.

U. B. WIJEKON,  
Commissioner.

#### Auction Sale.

By virtue of a commission issued to me in the partition case No. 14,696 of the District Court of Galle, I will sell in public auction on Wednesday, April 9, 1919, at 4 P.M., all that house and premises No. 192, situate at China garden bounded on the north by the land of Assenbava, east by a portion of same land, south by land of Theodor Mudalige, and west by the high road, containing in extent 36.25 perches, first among the co-owners, commencing at the appraised value, and if the co-owners do not offer for more than the appraised value, then the same will be put up for sale among the public, commencing from a lower figure, as provided for by Ordinance No. 10 of 1863. The said property is a very substantial and valuable building, situated in the Middle street of China garden near about

the Esplanade. Fine opportunity for Capitalists who require property in the vicinity of the Fort and Esplanade.

K. G. BENNET DE SILVA,  
Galle, February 20, 1919. Licensed Auctioneer.

#### Auction Sale.

UNDER instructions received from the District Court of Galle in testamentary case No. 4,531, D. C. Galle, I shall sell by public auction on Saturday, March 23, 1919, commencing from 10 A.M., at the office of Mr. W. P. Amarasingha, Proctor, Fort, Galle (opposite the District Court), the following properties, viz. :—

1. The residing land consisting of Dewaturagewatta, Mahaduragewatta, and Pattinigewatta, including the buildings, situate at Dadalla.

2. Undivided  $\frac{1}{2}$  +  $\frac{2}{15}$  shares of Paranawatta, situate at ditto.

3. Undivided  $\frac{2}{16}$  +  $\frac{1}{2}$  shares of Kilamentuwegewatta at ditto.

4. Undivided  $\frac{1}{16}$  share of Piyankaragewatta at ditto.

5. Defined and partitioned portion of Gorakagahawatta at ditto.

6. Undivided  $\frac{1}{2}$  of third plantation of Rukmalgahawatta; situate at Piyadigama.

7. Undivided  $\frac{1}{2}$  +  $\frac{1}{24}$  shares of Bayyalagewatta at ditto.

8. Undivided  $\frac{1}{16}$  shares of Mahaminihagewatta at ditto.

12. The field called Attagewela *alias* Attagokumbura at ditto.

16. Kebellapandurakumbura at Totagoda.

21. Undivided  $\frac{1}{24}$  +  $\frac{1}{30}$  shares of Goluwa *alias* Heenliadda, situate at Piyadigama.

22. The entirety of Dolandukanda in Gangoda.

23. Undivided  $\frac{1}{2}$  share of lot No. 4 of Delgahawatta at Dadalla.

24. Undivided  $\frac{1}{2}$  +  $\frac{1}{16}$  shares of Nandunegewatta *alias* Ehatugahawatta at ditto.

25. Undivided  $\frac{1}{2}$  share of Nadagammaduwegewatta at ditto.

27. Madampe Wichorisgewela at ditto.

28. Paragahakumbura *alias* Mularakumbura at ditto.

29. The entirety of Tambigewatta *alias* Rajaliyagoda watta at Piyadigama.

32. The entirety of Deenawelduwa, situate at Totagoda.

33. The entirety of Duwa-addarakumbura at Akmimana.

35. Portion of Dewaturegewatta, situate at Dadalla.

36. Kanda Pine's land at ditto.

46. Undivided  $\frac{1}{2}$  share of Kadurugahakumbura and the adjoining owita, situate at Piyadigama.

45. Strip of land in No. 8, Buller's road, reserved to be acquired by Government to widen Buller's road, Colombo.

No. 2, Front Cross street,  
Fort, Galle, February 28, 1919.

W. D. DE SILVA,  
Licensed Auctioneer.

#### Auction Sale.

UNDER mortgage decree in case No. 16,167, D. C. Galle, and by virtue of a commission issued to me from the said court, I shall sell by public auction on Saturday, March 22, 1919, at 3 P.M., at the respective spots, the following properties, to wit :—

1. All those undivided  $\frac{1}{2}$  and  $\frac{1}{2}$  parts of the soil and soil share trees of and the planter's undivided  $\frac{1}{2}$  share of the second plantation on the land called Welaboda Ambagahawatta *alias* Urabanaduragegewatta, situate at Akurala, in the Wellaboda pattu of Galle District, Southern Province, and containing in extent about 3 acres.

2. All that undivided  $\frac{1}{12}$  part of the soil and of the soil share trees of the land called Donsahendegewatta *alias* Tirimadura Nadohamy Padinchiwaun Muththagewatta, situated at Akurala aforesaid, and containing in extent about 1 acre.

Further particulars from J. P. S. de Silva, Esq., Proctor and Notary Public, Ambalangoda, or from me:

GEO. A. WEERAKODY,  
Ambalangoda, March 3, 1919. Auctioneer.

## Auction Sale.

In the District Court of Chilaw.

Vendakson Mudiyansele Hendrick Appuhamy of  
Mulla ..... Plaintiff.

No. 5,936. Vs.

(1) Heratge Anagehamy, (2) Pathiraja Mudiyansele  
Kandappu, both of Yakarewatta, in Yatikaha korale  
in Kurunegala District ..... Defendants.**U**NDER 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, March 22, 1919, at 3.30 P.M. :—1. An undivided  $\frac{2}{3}$  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  $\frac{2}{3}$  shares of the garden called Thalgaha-  
mulawatta, situate at Yakarawatta, in Yatikaha korale  
aforesaid; containing in extent about 4 lahas of kurakkan  
sowing soil.

Chilaw, March 4, 1919.

C. RAJARATNAM,  
for the Chilaw Agency.

## Administration of the Diocese of Jaffna.

**I**, LOUIS GUITOT, do hereby give notice to all con-  
cerned that, consequent on the death of His Lordship  
the Right Rev. Dr. H. Joulain, Bishop of Jaffna, I have  
assumed the administration of the Diocese of Jaffna, and  
that I shall be deemed, during the vacancy of the See, to  
be the successor of the preceding Bishop of Jaffna for all  
the purposes of Ordinance No. 19 of 1906, incorporating  
the Roman Catholic Archbishop and Bishops of Ceylon.

February 13, 1919.

LOUIS GUITOT,  
Bishop's House, Jaffna.

## Application for Enrolment as a Proctor.

**I**, PHAKIR ABDUL WADOOD, of Galle, presently of  
"Anfield," Kollupitiya, do hereby give notice that  
six weeks hence I shall apply to the Hon. the Chief Justice  
and other Judges of the Hon. the Supreme Court of the  
Island of Ceylon to be admitted and enrolled a Proctor of  
the said Court.

Kollupitiya, March 3, 1919.

P. A. WAHOOD.

## Application for Enrolment as a Proctor.

**I**, LLEWELLYN SOLOMON FERNANDEZ, of "Diston"  
in Panadure, do hereby give notice that six weeks  
hence I shall apply to the Hon. the Chief Justice and other  
Justices of the Hon. the Supreme Court to be admitted and  
enrolled a Proctor of the said Court.

February 25, 1919. LLEWELLYN S. FERNANDEZ.

## Application for Enrolment as a Notary Public.

**I**, DON PETER VAIDYARATNA JAYATILEKA, of  
Molligoda, in Wadda hadda of Panadure totamune,  
in the District of Kalutara, do hereby give notice, in terms  
of schedule I. B of section 8 of Ordinance No. 1 of 1907, of  
my intention to apply three months hence to the Registrar-  
General to be admitted and enrolled as a Notary Public to  
practise in the Sinhalese language in the District of Gandy.

Molligoda, February 24, 1919. D. P. V. JAYATILEKA.

## Application for Enrolment as a Notary Public.

**I**, PONNAHENNADIGE CHARLES DIAS, of Egoda  
Uyana, in Palle pattu of Sappal Korale, in the District  
of Colombo, do hereby give notice, in terms of schedule I. B  
of section 8 of Ordinance No. 1 of 1907, of my intention to  
apply three months hence to the Registrar-General to be  
admitted and enrolled as a Notary Public to practise in the  
Sinhalese language in the District of Anuradhapura.

Egoda Uyana, February 24, 1919. CHARLES DIAS.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## CUSTOMS PAMPHLETS.

**C**USTOMS Proclamations and Notifications under  
Ordinance No. 17 of 1869, and kindred Ordinances,  
published from time to time in the *Government Gazette*, will  
in future be reprinted in the form of pamphlets, serially  
numbered, for sale to the public. Copies may be obtained  
from the Government Recordkeeper, at 25 cents each.H. M. Customs,  
Colombo, March 7, 1919.F. Bowes,  
Principal Collector of Customs.

## Section 15 of Ordinance No. 17 1869.

1. Sums due to the Principal Collector of Customs shall  
be paid to the Shroff either—

- (a) In cash; or
- (b) By tender of a bank deposit receipt showing that the  
amount has been deposited to the credit of the  
Principal Collector of Customs; or
- (c) By cheque—
  - (i.) If the cheque has been noted for payment by  
the bank; or
  - (ii.) If a bank guarantee for the acceptance of the  
drawer's cheques is held by the Principal  
Collector of Customs; or
  - (iii.) If the Principal Collector of Customs holds a  
fixed deposit from the drawer (interest on  
which shall accrue to the depositor) sufficient  
to cover the amount of the cheques presented  
by him in any one day and specifically deposited  
by him for this purpose.
- (d) By transfer from a deposit account kept with the  
Principal Collector of Customs for the purpose of the  
transfer of such amounts.

2. For purposes of converting sterling invoices into  
rupees under Ordinance No. 18 of 1896, the Governor has  
approved the fixing of the rate for Customs purposes from  
time to time as nearly as possible at the current rate of  
exchange (*vide* Colonial Secretary's letter No. 122 of July  
3, 1918). By a notice dated July 26, 1918, it was fixed at  
1s. 6d. to the rupee. The rates for other currencies are  
fixed every month on information given by the Exchange  
Banks.H. M. Customs,  
Colombo, March 1, 1919.F. BOWES,  
Principal Collector of Customs.Ordinance No. 17 of 1869, as amended by  
Ordinance No. 5 of 1914.*Drawback on Re-exportation.*Section 16 B (1) empowers the Principal Collector of  
Customs at his discretion to refund seven-eighth of the duty  
paid on easily identifiable articles when they are re-exported  
to any foreign port.The conditions laid down by Ordinance and by Customs  
regulations are as follows :—

- (a) The goods must be specifically identified. For this  
purpose they should if possible be declared for re-  
exportation at the time of importation, and the  
invoices should be then produced for subsequent  
identification. The drawback is not allowed in the  
case of grain, sugar, milk, tobacco, and other goods,  
the specific identification of which is either impos-  
sible, or attended with undue difficulty.
- (b) There must have been no change in the ownership  
of the goods.



- (c) The re-export must be within six months of the date of importation, unless special sanction is obtained to extend the period.
- (d) No drawback will be allowed on goods on which the import duty paid did not amount to Rs. 5.
- (e) The claim must be established at the time of re-export. For this purpose the goods should be deposited in the Customs 24 hours before they are intended to be shipped, and the export entry should be filed endorsed "Under claim for drawback." The claimant should also fill in the form given below, and submit it with his invoices and a receipted copy of the relative import bill of entry to the Export Officer for identification on shipment. Thereafter when the payment of duty has been verified from the warrant copy of the import entry, seven-eighths of the duty will be paid to the claimant or his representative authorized in writing on the application, provided the demand for payment is made within six months of the shipment.
- (f) Goods re-exported by post must be produced for identification to the Postal Appraiser and packed and posted under his supervision. He will quote the import waybill and entry number on the application and certify to the posting.

H. M. Customs, F. Bowes,  
Colombo, March 4, 1919. Principal Collector of Customs.

*Form referred to.*

**Application for Drawback under Section 16 B (1) of the Customs Ordinance, No. 17 of 1869.**

I, —, of —, do solemnly and sincerely declare that the under-described goods imported by me on —, 191—, *cc s.s.* —, are to be re-shipped by me on —, 191—, *per s.s.* —, and that I am, on re-shipment, entitled under Section 16 B (1) of the Customs Ordinance to a drawback of seven-eighths of the import duty paid thereon. A receipted copy of the bill of entry with the relative invoices is here-with produced.

— (Signed) —.

Marks and numbers :—

Quantity and description :—

Amount of duty paid, Rs. :—

No. and date of entry :—

**Certificate of the Export Landing Waiter.**

I certify that the goods referred to have been examined by me with the applicant's import and the export entries and invoices, and that the marks, numbers, description, value, &c., of the goods correspond with the particulars noted thereon. I have no doubt as to the identity of the goods.

(Signed) —  
Charges Officer/  
Export Landing Waiter.

**Certificate of Appraiser.**

Checked with invoices and found —. Warrant copy of import entry is attached. Drawback of seven-eighths duty amounts to Rs. —.

(Signed) —  
Assistant Appraiser.

Order :

Drawback allowed.

Date ; —, 191—.

Collector.

**Section 39 of Ordinance No. 17 of 1869.**

*Customs Import Entries.*

The Principal Collector of Customs requires that all entries shall—

- (a) Bear the name and address of the importer, and be signed by the importer or his agent ;
- (b) Be submitted in triplicate, or in quadruplicate, if the importer wishes to retain a duly passed copy thereof ;
- (c) Be arranged in accordance with the authorized table of goods and countries published from time to time by the Principal Collector and be accompanied by a document of title ;
- (d) Be accompanied by detailed invoices in the case of goods on which an *ad valorem* duty is payable ;
- (e) Contain a statement of the first rent and harbour dues payable on each package, giving detailed and total measurements in the case of packages paying\* by measurement.

H. M. Customs, F. Bowes,  
Colombo, March 1, 1919. Principal Collector of Customs.

**Section 39 A of Ordinance No. 17 of 1869.**

It is hereby notified that the Principal Collector of Customs has issued the following regulations under the provisions of section 39 A of Ordinance No. 17 of 1869:—

1. Applications to remove goods before presentation of the bill of entry must be submitted through the Chief Appraiser, and must be accompanied by—

- (a) Document of title or agents' endorsement.
- (b) Detailed invoices or other document describing exact contents and value.
- (c) "Dues Chit," giving details of cubical measurement, &c., of the packages, for rent and harbour dues purposes.
- (d) A register of previous applications, giving the name and the date of the arrival of the ship, the number, value and approximate duty of the goods, the amount deposited on account of such duty, and the numbers and dates of the relevant entries.

2. Applications to remove goods prior to passing entries must indicate the nature of the packages according to the tariff for rent and dues, *i.e.*, it should state whether the packages are bags, bales, crates, boxes, barrels, &c.

3. Applications to remove goods imported from China and Japan must, in addition, give the cubic measurements of all bales, crates, cases, boxes, &c., which pay dues according to the size of the packages.

4. Before cases, &c., imported from Japan and China which pay according to measurement can be removed from the Customs on a sanctioned application to remove prior to passing entry, the Landing Waiter must verify the measurements by personal inspection, and note on the application any difference that may be brought to his notice.

5. When the application has been allowed, the Landing Waiter will only permit delivery, provided the application has been initialled by the Manifest Clerk, to show that it has been passed by him.

6. Applications of this nature are only allowed in the following circumstances:—

- (a) Where the consignment is a large one, consisting of a large number of packages which will take a long time to remove ;
- (b) Where the goods are of a perishable character ;
- (c) Where the consignment is one of raw rubber (urgently required in the auction room) ; or
- (d) Where real urgency is clearly proved by personal application to the Principal Collector, Deputy Collector, or Landing Surveyor.

7. Before such removal is allowed, the importer will be required to make a fixed deposit in the name of the Principal Collector (the interest on which will accrue to the Crown) sufficient to cover the duty, rent, and dues on all cargo so removed by him for which entries have not been passed; or a specific deposit with the Principal Collector to cover the estimated duty, rent, and dues on the cargo which he desires to remove. In certain cases, when importers have intermittent importations of large consignments, a substantial fixed deposit is required, together with a bond signed by the importer and by a bank for the balance of the estimated amount of duty, rent, and dues on cargo to be thus removed.

8. Importers shall present their bill of entry, with the necessary documents, within three days of their application, and obtain the Landing Waiter's initial in their register acknowledging the receipt of the entry. Importers who neglect to do this will be forthwith deprived of the concession without notice.

9. On verbal application to the Landing Waiter, importers of stated goods may take delivery of one-third of their consignments immediately after examination by the Landing Waiter, and a further portion up to one-half of the consignment without special authority after the examination has been passed by the Landing Surveyor.

10. The notification published in the *Gazette* of July 24, 1914, is hereby canceled.

H. M. Customs, F. Bowes,  
Colombo, March 1, 1919. Principal Collector of Customs.

#### Section 50 of Ordinance No. 17 of 1869.

##### *Ships' Stores.*

It is hereby notified that all requisitions for ships' stores shall be made to the Principal Collector of Customs in the form authorized.

2. All such stores must be shipped from the export premises under the supervision of the Export Officer.

3. Under section 72 goods from a Bonded Warehouse may be shipped free of duty as ships' stores. The application so to ship must be accompanied by a requisition from the master of the ship.

4. Such shipments duty free from bond will not, however, be allowed to vessels engaged on the coastwise trade of the Island, nor to the Imperial Light Service ships stationed in the waters of the Island.

H. M. Customs, F. Bowes,  
Colombo, February 26, 1919. Principal Collector of Customs.

#### Ordinance No. 17 of 1869.

Notice is hereby given that I have authorized, under section 112 of the above Ordinance, for searching females, the matron from time to time employed at the Fort Police Station.

H. M. Customs, F. Bowes,  
Colombo, March 4, 1919. Principal Collector of Customs.

#### Section 16B (3) of Ordinance No. 17 of 1869.

##### *Importations by Visitors.*

Under the above section a refund of seven-eighths of the duty paid by visitors to the Island on articles imported by them will be allowed on the re-exportation thereof, provided—

- The articles are easily identifiable and are specifically identified. For this purpose they should be declared for re-exportation at the time of import and the fact stated on the baggage declaration.
- There must have been no change in the ownership of the articles.
- The re-export must be within six months of the date of importation, unless special sanction is obtained to extend the period.
- No drawback will be allowed on goods on which the import duty paid did not amount to five rupees.

(e) The claim must be established at the time of re-export. For this purpose the articles should be deposited at the Baggage Office or the Warehouse 24 hours before they are intended to be shipped, and the original receipt for the duty paid should be produced. The claimant must fill in the prescribed form, and when he has obtained the certificate from the Charges Officer, he should bring it to the Custom-house for payment.

H. M. Customs, F. Bowes,  
Colombo, March 5, 1919. Principal Collector of Customs.

#### Section 82 of Ordinance No. 17 of 1869.

##### *Passengers' Baggage.*

1. Passengers' baggage is defined by the Customs regulations as the *bona fide* baggage of a passenger accompanying him or arriving in Ceylon within one month before or after his arrival.

2. *Bona fide* baggage shall include wearing apparel and personal effects, provided that the articles are not for sale, and are imported for the personal use of the passenger or for the use of members of his family travelling with him; but it shall not include the following articles, on which duty must be paid in all cases:—

- Arms, ammunition.
- Alcoholic liquor, exceeding two quarts, and perfumed spirit, exceeding one quart.
- Cigars and cigarettes exceeding 100 in number, whether in opened or unopened boxes, and other tobacco, exceeding 1 lb. in weight.
- Pianos, pianolas, carriages, motor cars, motor cycles, and side cars.
- Articles for household use, such as furniture, pictures, carpets, glass, crockery, cutlery, and silver and platedware, except such articles (other than furniture or carpets) as shall appear to the Customs authorities to be imported in a moderate quantity, and to be required for the personal use of the passenger whilst travelling, or immediately upon his arrival at his destination.

3. Passengers' baggage may be passed either after examination by the Charges Officer (at the Baggage Office or in the Warehouse, as the case may be), or on a formal declaration made before the Charges Officer, provided that in the latter case also examination may be made whenever the Charges Officer considers it advisable.

4. If the baggage is on the ship's manifest, a document of title must be produced before delivery is allowed.

5. Under section 16B (3) of the Customs Ordinance visitors to the Island may obtain a refund of seven-eighths of the duty they pay on easily identifiable articles if they are re-exported within six months. If they intend to claim this concession, this fact should be stated at the time of importation.

H. M. Customs, F. Bowes,  
Colombo, March 5, 1919. Principal Collector of Customs.

##### *Export Prohibitions.*

1. Paragraph 2 of the notice published in the *Gazette* of February 28 is cancelled. Applications to ship coconut oil to India, Egypt, South Africa, Canada, and the United States of America should be made to the Principal Collector of Customs.

2. With reference to paragraph 6 of the same notice, guarantees are no longer required for shipments of textile coverings in use as such, and the notices in the *Gazettes* of December 15, 1916, and June 8, 1917, are hereby cancelled.

H. M. Customs, F. Bowes,  
Colombo, March 6, 1919. Principal Collector of Customs.

## Sale of Goods.

THE under-mentioned packages having been left in the Warehouses indicated below, beyond the time prescribed by law, will be sold by public auction on Tuesday, April 8, 1919, at 1 P.M. Goods should be paid for and removed on or before Friday, April 11, 1919.

Entry No. and Date. 1918.	Vessel.	From	Date.	Marks.	Quantity and Description of Goods.
<b>B 1.</b>					
127 of May 2	.. Kasato Maru	.. Japan	.. April 9, 1918	.. 301 in a diamond, and 4 cases preserved fruits C B & Co. outside	
107 of July 2	.. Bombay Maru	.. do.	.. June 15, 1918	.. R C D in a diamond 1 package tea shooks and SS & Co. outside	
<b>PAROEL WHEREHOUSE.</b>					
..	.. Clan McKeller	.. Liverpool	.. Oct. 2, 1918	.. Nil	.. 2 pieces iron
<b>I WHEREHOUSE.</b>					
..	.. Clan Apar	.. Tuticorin	.. August 20, 1918	.. R	.. 1 bag bran
<b>T WHEREHOUSE 2.</b>					
..	.. Colma	.. New York	.. Dec. 7, 1917	.. Nil	.. 2 bags tea

H. E. NEWNHAM,  
for Principal Collector.

## Importation of Rice into the Ports of Ceylon during the Week ended March 1, 1919.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	.. Calcutta	.. 5,422
Do.	.. Rangoon	.. 167,795
<b>Total</b>		<b>.. 173,217</b>

5,092 bags of rice were shipped during the week ended March 1, 1919.

H. M. Customs,  
Colombo, March 4, 1919.

R. O. DE SARAM,  
for Principal Collector.

## Ceylon Savings Bank.

THE Annual General Meeting of the Depositors of the Ceylon Savings Bank will be held at the Council Chamber, on Tuesday, March 18, 1919, at 4.45 P.M.

Ceylon Savings Bank,  
Colombo, March 5, 1919.

E. DE KRETSEB,  
Secretary.

## Examination for Authorized Draughtsmen.

THE examination for the Surveyor-General's Certificate to practise as a Draughtsman (Ordinance No. 28 of 1916) will commence on May 5, 1919.

2. The centres for the examination will be Colombo, Galle, Kurunegala, Kandy, Badulla, Ratnapura, Batticaloa, Anuradhapura, and Jaffna.

3. Applications for examination must be made to me in writing, accompanied by a fee of Rs. 10.

4. Applicants will be required to satisfy me that (a) they can accurately plot a plan from field notes both by protractor and co-ordinates; (b) they can accurately compute the plan thus plotted.

5. No applications will be accepted after April 15.

6. Candidates will be required to bring all drawing instruments and materials with them. Paper and Crellin's co-ordinate tables will be provided.

Surveyor-General's Office,  
Colombo, March 4, 1919.

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

## Examination for Admission to the Departmental Training School for Surveyors.

AN Examination for admission to the Departmental Training School for Surveyors will be held at the following centres:—Colombo, Kandy, Jaffna, Galle, Kurunegala, Badulla, Anuradhapura, Ratnapura, and Batticaloa on April 7 and following days. A second examination will probably be held in August, the date of which will be notified later on.

1. Candidates must not be less than 19 or more than 25 years of age.

2. Candidates will be required to furnish the following certificates, and must attach them to the form referred to in paragraph 3 below:—

(a) A certificate of age.

(b) A certificate of respectability and good moral character from two or more persons whose social or official position can be accepted as a guarantee of reliability.

(c) Elementary School-leaving Certificate Examination.

3. Candidates will be required to fill in an entry form; which can be obtained on application to the Surveyor-General. This form must be presented in person to the Assistant Surveyor-General at Colombo, accompanied by the certificates referred to in paragraph 2, or to the Superintendent of Surveys in a Province.

4. After passing the entrance examination candidates will have to pass a medical examination to ascertain if they possess a sound constitution, good vision, hearing, and physical fitness for duty in any part of the Island.

5. Subjects for the examination are:—

(i.) Mathematics.

(a) Geometry (Euclid Book I).

(b) Elementary Trigonometry (up to the solution of triangles).

(c) Elementary Plane Mensuration.

(d) Arithmetical.

(ii.) (a) English Composition (Essay).

(b) Dictation.

(iii.) Plan Drawing.

Application for admission to the above class will not be accepted after midday on March 28. For further particulars regarding prospects, &c., application should be made to the Surveyor-General.

Surveyor-General's Office,  
Colombo, March 5, 1919.

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

## Licensed Surveyor and Leveller.

It is hereby notified under Ordinance No. 26 of 1909 that the under-mentioned has been licensed to practise as a Surveyor and Leveller for the current year:—

Date of License.	Registration No.	License No.	Name.	Address.
February 28, 1919	.. 329	.. A 483	.. Caldera, T. N.	.. Panadure

Surveyor-General's Office,  
Colombo, March 1, 1919.

A. J. WICKWAE,  
for Surveyor-General.

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

**W**HEREAS the insect pest named Fluted Scale (*Icerya purchasi*) is present on the following estate:—

**Central Province.**

*Dikoya district.*—Banff division of Dunkeld estate, Dikoya.

Under regulations published in the *Ceylon Government Gazette* No. 6,888 of July 20, 1917, the said estate is hereby declared to be an infected area.

Department of Agriculture, P. B. HERAT,  
Peradeniya, March 3, 1919. for Director of Agriculture.

**Gampola Vernacular Boarding Girls' School.**

**N**OTICE is hereby given that an application has been received from Miss M. Johnson for the registration of the Gampola Vernacular Boarding Girls' School as an Anglo-Vernacular Boarding School.

Observations will be received not later than March 27, 1919.

Education Office, E. EVANS,  
Colombo, February 28, 1919. for Director of Education.

**Kegalla Anglo-Vernacular Girls' Boarding School.**

**N**OTICE is hereby given that an application has been received from Rev. A. E. Dibben, Secretary, C. M. S., Colombo, for permission to remove Kegalla Anglo-Vernacular Girls' Boarding School to the mission premises, "Mowbray," on the Upper Lake road, Kandy.

Observations will be received not later than March 27, 1919.

Education Office, E. EVANS,  
Colombo, March 3, 1919. for Director of Education.

**Rinderpest.**

**W**HEREAS rinderpest has broken out at the Welikada Jail, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from February 25, 1919.

The Municipal Office, CHAS. W. PATE,  
Colombo, February 27, 1919. Municipal Veterinary Surgeon.

**Rinderpest.**

**W**HEREAS rinderpest has broken out in the premises bearing assessment No. 62, situated at Bloemendahl road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from February 25, 1919.

The Municipal Office, CHAS. W. PATE,  
Colombo, February 27, 1919. Municipal Veterinary Surgeon.

**Rinderpest.**

**W**HEREAS rinderpest has broken out in the premises bearing assessment No. 339/340, situated at Alut-mawata road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from February 25, 1919.

The Municipal Office, CHAS. W. PATE,  
Colombo, February 27, 1919. Municipal Veterinary Surgeon.

**Rinderpest.**

**W**HEREAS rinderpest has broken out in the premises bearing assessment No. 319, situated at Alut-mawata, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from February 26, 1919.

The Municipal Office, CHAS. W. PATE,  
Colombo, February 27, 1919. Municipal Veterinary Surgeon.

**Rinderpest.**

**W**HEREAS rinderpest has broken out in the premises bearing assessment No. 320, situated at Alut-mawata, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from February 27, 1919.

The Municipal Office, CHAS. W. PATE,  
Colombo, February 28, 1919. Municipal Veterinary Surgeon.

**Rinderpest.**

**W**HEREAS rinderpest has broken out in the premises bearing assessment No. 30, situated at Skinner's road south, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from February 27, 1919.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 3, 1919. Municipal Veterinary Surgeon.

**Rinderpest.**

**W**HEREAS by proclamation dated February 14, 1919, published in the *Government Gazette* No. 6,996 of February 21, 1919, the premises bearing assessment No. 31, situated at Cotta road (Fairfield Gardens), 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from February 25, 1919.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 3, 1919. Municipal Veterinary Surgeon.

**Rinderpest.**

**W**HEREAS by proclamation dated February 7, 1919, published in the *Government Gazette* No. 6,995 of February 14, 1919, the premises bearing assessment No. 29, situated at Skinner's road south, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from February 25, 1919.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 3, 1919. Municipal Veterinary Surgeon.

**Rinderpest.**

**W**HEREAS by proclamation dated February 14, 1919, published in the *Government Gazette* No. 6,996 of February 21, 1919, the premises bearing assessment No. 67, situated at Bloemendahl road, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from February 25, 1919.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 3, 1919. Municipal Veterinary Surgeon.

**Rinderpest.**

**W**HEREAS by proclamation dated February 14, 1919, published in the *Government Gazette* No. 6,996 of February 21, 1919, the premises bearing assessment No. 61, situated at Bloemendahl road, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from February 24, 1919.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 3, 1919. Municipal Veterinary Surgeon.

**The Dog Registration Ordinance, No. 25 of 1901.**

**I**T is hereby notified that, in pursuance of section 5 of the above Ordinance, the proper authority, viz., the Government Agent of the Province of Uva, has made the following by-law for the Province of Uva, exclusive of Local Board and Board of Health towns of Badulla, Bandarawela, Passara, Lunugala, Haldummulla, Haputale, Koslanda, and Welimada.

By-law No. 2, dated June 12, 1911, published in *Government Gazette* No. 6,447 of June 16, 1911, is hereby revoked, and the following by-law is substituted.

Badulla Kacheheri, F. BARTLETT,  
February 17, 1919. — Government Agent.

**By-law referred to.**

The registration fee shall be 25 cents for each dog and bitch, and shall be due on or before March 31 in each year.

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

## Notice re 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 April 15, 1919, on which date, at the Colombo Kachcheri, between the hours of 1 and 2 P.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of such taverns.

Colombo Kachcheri,  
March 4, 1919.

W. R. JANSZ,  
for Government Agent.

## SCHEDULE.

## Alutkuru Korale North.

1. Amandoluwa, No. 25.
2. Periyamulla, No. 30.

## Siyane Korale West.

3. Kirikitta, No. 73.
4. Buthpitiya South, No. 76.
5. Wirangula, No. 77.

## Hewagam Korale.

6. Atigala, No. 97.
7. Madoluwawa, No. 100.
8. Malagala, No. 101.
9. Dedigomuwa, No. 104.

## Colombo Mudaliyar's Division.

10. Pickering's road west, No. 117.
11. Kotuwila, No. 132.

## Notice re 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 April 15, 1919, on which date, at the Colombo Kachcheri, between the hours of 1 and 2 P.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of such taverns.

Colombo, Kachcheri,  
March 4, 1919.

W. R. JANSZ,  
for Government Agent.

## SCHEDULE.

## Colombo Rent Area.

1. Barber street, No. 7.
2. Mitotumulla, No. 33.
3. Pita Kotte, No. 36.
4. Angulana, No. 43.

## Negombo Rent Area.

1. Medagampitiya, No. 23.
2. Bulugahamulla, No. 26.
3. Maduwa, No. 32.
4. Kambuwa, No. 36.
5. Kirindiwita, No. 58.

## Siyane and Hewagam Korales.

1. Wedamulla, No. 11.
2. Urapala, No. 25.
3. Kapugoda, No. 27.
4. Kaluaggala, No. 32.
5. Bope, No. 36.

## Privilege of selling Fermented Toddy by Retail.

NOTICE is hereby given that the privilege of selling fermented toddy by retail in the areas specified in the schedule below for the period of twelve months from July 1, 1919, to June 30, 1920, will be put up for sale by public auction, at the Trincomalee Kachcheri, at 11.30 A.M., on Wednesday, March 19, 1919.

Trincomalee Kachcheri,  
February 24, 1919.

W. G. VALLIPURAM,  
for Assistant Government Agent.

## SCHEDULE.

No.	Division.	Locality or Range.
1	Trincomalee town	Division No. 4, Trincomalee town
2	Do.	Within division No. 11 of Trincomalee town
3	Do.	Within the village of Sampativu
4	Kaddukkulam East	Nilaveli
5	Tamblegam pattu	Tekiluttu
6	Do.	Sinna Kinniyai
7	Do.	Kuddampuli
8	Koddiyar pattu	Muthur

## NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted:—

No. 1,592 of June 26, 1918.

The Pacific Commercial Company.

"Improvements in drying apparatus."

Abstract.—The nature of the invention is indicated in the claims as follows:—

1. A drying apparatus comprising a housing, a plurality of heating units therein, and means for conveying along the units the material to be dried, each comprising means through which preheated fresh air and fire gases flow without intermixing, whereby the air is further heated before being distributed into the housing.
2. A drying apparatus as set forth in claim 1, characterized by the heating units, each being made up of a coil through which fire gases pass, and plates applied to the coil to form chambers for the heated air, one plate at least being perforated to permit heated air to be distributed in the housing.
3. A drying apparatus as set forth in claims 1 and 2, characterized by the coils being connected together in series relation by pipes outside the housing, and having partitions suitably arranged therein with respect to the coils.
4. A drying apparatus as set forth in claim 1, characterized by the heating units being disposed one above another and the conveying means being in the form of endless conveyors, each having its upper flight disposed over a heating unit.
5. A heating apparatus as set forth in claim 1, characterized by the heating units, each being made of a coil with hot air chambers between the bends of the coils, and means connected with the chambers for supplying heated air thereto, and the chambers being provided with perforations through which the air after being heated by the coils is distributed into the housing.

Two sheets of drawings.

E. HUMAN,  
Registrar of Patents.

## ROAD COMMITTEE NOTICES.

## Tenders for Ferry Rents, Western Province.

NOTICE is hereby given that the Chairman of the Provincial Road Committee for the Western Province will receive tenders at the Colombo Kachoheri, at 12 noon, on Friday, March 21, 1919, for the purchase of the under-mentioned ferry rent of the Western Province, from April 1 to December 31, 1919.

Separate tenders should be made for the several rents as shown below. The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount in cash, and should the offer be accepted by the Chairman to furnish approved security for one-half of the purchase amount, or in cash for one-third of such amount, within thirty days of the date of the receipt by him of the notification of the Chairman's acceptance of his offer.

He will also be required to deposit money to pay the fees of the Committee's Proctor for examining and giving his opinion of the title deeds of properties tendered by him as security and for examining and for settling the security bond, and the fees charged by the Committee's Proctor for examining documents and drawing the security bond, the expenses of appraising the properties and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 22 of 1909, as amended by Ordinance No. 16 of 1917.

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

The Chairman reserves to himself the right, without question, of rejecting any or all tenders.

Further information can be obtained on application to the Chairman, Provincial Road Committee, Colombo.

## TOLLS OTHER THAN THOSE ON THE TRUNK ROADS.

## Kolutara District.

Toll at the Weralugastotupola *alias* Frocester ferry.

Provincial Road Committee, J. G. FRASER,  
Colombo, March 4, 1919. Chairman.

## Kadugannawa-Alagalla 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, March 8, 1919, at 11.30 A.M., at their office at 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.
T. H. A. de Soysa	.. Mount Colville..	21½
W. C. Dias	.. Maligatenna ..	51½

## 1st to 3rd section, 3 miles.

Felix Dias	..	Kumaragala ..	102
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## 1st to 4th section, 4 miles.

H. P. & L. P. Rudd (S. R. Hamer)	Beltoff	..	152
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## 1st to 5th section, 5 miles.

P. J. Benwell	..	Andiatenna ..	170
Colombo Commercial Co. (C. S. M. Bain)	..	Oolanakanda ..	365
Tismode Estates Co. (W. R. Hancock)	..	Tismode & Sea-field ..	440
Cumberbatch & Co. (C. S. M. Bain)	..	Alagalla ..	900
Eastern Produce and Estates Co., Ltd. (Gordon Skene)	..	Kirimittia & Peak	915

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office,  
Kandy, February 25, 1919. Chairman.

## Pupuressa Branch Road.

(Between Delpitiya and Pupuressa.)

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, March 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.
S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunasaalem Chetty)	.. Godamadittiyawatta	50
T. P. L. P. R. Somasundaram	.. Angamone	150
A. A. J. G. Yapamudiyanselagey Puchi Banda	.. Melbourne	80
H. J. G. Marley	.. Ascot	150

## 1st to 3rd section, 3 miles.

S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunasaalem Chetty)	.. Mount Havana	190
D. S. de Simon	.. Zion Hill	59
A. R. L. S. V. N. Supramanian Chetty and A. R. L. S. V. N. Sevugan Chettiar	.. Grovehill	77
Central Province Tea Estate Co. (H. J. G. Marley)	.. Castlemilk	437

## 1st to 5th section, 5 miles.

S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunasaalem Chetty)	.. Wariyagoda	70
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## 1st to 7th section, 7 miles.

H. J. G. Marley	.. Pussatenna	429
W. D. Ranasingha	.. Antanidena	75
T. N. Christie (A. Stott)	.. Moolgama	382½
Kaluhamy Aracci	.. Pannanwalayawatta	40
W. J. Soysa	.. Kalavelgoilla	24
Do.	.. Berakarayadeniya	24
Do.	.. Kalugamuwa	24
Do.	.. Sammimalley	44
Do.	.. Maligamalle	64
S. J. Fernando	.. Sydney Hill	150

## 1st to 9th section, 9 miles.

Ceylon Proprietary Estates Co. (H. M. Picken)	.. Beaumont Group..	1,216
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## 1st to 10th section, 10 miles.

Anglo-Ceylon and General Estates Co., Limited (J. G. Forsyth)	.. Stellenberg	589
J. Northmore (J. G. Forsyth)	.. Whyddon	314
H. Rogers, Sons & Co. (W. Evelyn Crick)	.. Delta	1,782
Rajawella Produce Company (A. P. Sandbach)	.. Le Vallon Group	2,396
Mrs. David Smith (H. Wilkinson Kay)	.. New Forest	429
E. D. Padwick (E. A. Clive)	.. Yarrow Group	478
Lipton, Limited (G. L. H. Doudney)	.. Pooprassie Group	1,365

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office,  
Kandy, February 24, 1919. Chairman.

**Norton-Carolina 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, March 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 maintenance from October 1, 1918.

Proprietors or Agents.	Estates.	Acreage.
Tea Corporation, Ltd.	.. Arslena	.. 351
T. R. de Jersey Lovell	.. Green Hayes	.. 157
Provincial Road Committee's Office, W. L. KINDERSLEY, Kandy, February 19, 1919. Chairman.		

**Norton-Carolina Branch Road.**

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

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Norton bridge on the 6th 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, March 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:—

Proprietors or Agents.	Estates.	Acreage.
Government moiety	..	Rs. 196.33
Private contributions	..	Rs. 198.29
Alliance Tea Co. (A. J. McKee)	.. Aberdeen	.. 480
Heirs of R. Aspland (E. Ware)	.. Norton	.. 336
Hon. Mr. T. E. de Sampayo and L. B. Fernando (B. J. A. Carrim)	Hardenhuish and Ellaoya	.. 477
H. A. Grigg (S. H. Grigg)	.. Lammermoor	.. 187
H. A. Grigg and W. J. Hamilton (S. H. Grigg)	.. Laxapanagalla	.. 344
Do.	.. Theberton	.. 201
Fred. Clerk (S. H. Grigg)	.. Elfindale	.. 640
H. A. Grigg	.. Galawatta	.. 176
Donnybrook Tea Co. (Carson & Co.) (E. Ware)	.. Donnybrook	.. 375
R. Fenwick (E. Ware)	.. Glengariffe	.. 338
Eastern Produce & Estates Company, Ltd. (C. W. Jones)	.. Dandakelawa and Vellaioya	.. 1,881
Tea Corporation, Ltd. (E. Byrde)	.. Arslena	.. 351
T. R. de Jersey Lovell (L. Greig)	.. Green Hayes	.. 157

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

Provincial Road Committee's Office, W. L. KINDERSLEY,  
Kandy, February 19, 1919. Chairman.

**Norton-Carolina Branch Road.**

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

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 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. 1,500
Private contributions	..	Rs. 1,515

Proprietors or Agents.	Estates.	Acreage.
T. E. Earle (R. Bennett)	1st to 3rd section, 1½ miles. .. St. Aubins	.. 336
Carolina Tea Company (R. F. Megginson)	.. Dotiagalla	.. 181
Scottish Ceylon Tea Company, Limited (R. Bennett)	1st to 5th section, 2½ miles. .. Lonach and Ben-achie	.. 759
A. H. and E. P. Harding (R. S. Downall)	1st to 8th section, 4 miles. .. Killin	.. 307
A. H. and E. P. Harding (R. S. Downall)	1st to 9th section, 4½ miles. .. Comar	.. 261
Alliance Tea Co. (E. C. Cameron)	1st to 10th section, end of road, 5½ miles. .. Aberdeen	.. 480
Heirs of R. Aspland (E. Ware)	.. Norton	.. 336
Hon. Mr. T. E. de Sampayo and L. B. Fernando (B. J. A. Carrim)	Hardenhuish and Ellaoya	.. 477
H. A. Grigg (S. H. Grigg)	.. Lammermoor	.. 187
H. A. Grigg and W. J. Hamilton (S. H. Grigg)	.. Laxapanagalla	.. 344
Do.	.. Theberton	.. 201
Fred. Clerk (S. H. Grigg)	.. Elfindale	.. 640
H. A. Grigg	.. Galawatta	.. 176
Donnybrook Tea Co. (Carson & Co.) (E. Ware)	.. Donnybrook	.. 375
R. Fenwick (E. Ware)	.. Glengariffe	.. 338
Eastern Produce & Estates Company, Ltd. (C. W. Jones)	.. Dandukelawa and Vellaioya	.. 1,881
Tea Corporation, Ltd. (E. Byrde)	.. Arslena	.. 351
T. R. de Jersey Lovell (L. Greig)	.. Green Hayes	.. 157

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

Provincial Road Committee's Office, W. L. KINDERSLEY,  
Kandy, February 19, 1919. Chairman.

**Talatuoya-Kirimetiya Estate Cart Road.**

NOTICE is hereby given that, in terms of proviso of section 5 of the Estate Roads Ordinance, No. 12 of 1902, a proposal having been made to include Narankaduwa estate of 21 acres belonging to Ana Sheena Salumbran Kangany among the estates liable for assessment for the above road, the Provincial Road Committee will on Saturday, March 8, 1919, at 11.30 A.M., at their office in Kandy, proceed to re-define the limits of the district to include this estate, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions:—

Proprietor.	Estate.	Acreage.	Section of Road use for Maintenance
Ana Sheena Salum- bran Kangany	Narankaduwa 21	..	First (one mile)
Provincial Road Committee's Office, W. L. KINDERSLEY, Kandy, February 21, 1919. Chairman.			

**Talatuoya-Kirimetiya Estate Cart Road.**

NOTICE is hereby given that the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, March 8, 1919, at their office in Kandy, proceed to assess the under-mentioned estates to make up the contribution of Rs. 1,400 on the estimate amounting to Rs. 1,600 for the upkeep of the above road for the year ending September 30, 1919:—

Proprietors or Agents.	Estate.	Acreage.
A. Govindasampillai	1st section, 1 mile. .. Narankaduwa	.. 50
Ramalingampillai	.. do.	.. 44
A. P. S. T. Sellambranpillai	.. do.	.. 43
A. Salumburum Kangany	.. do.	.. 21
G. K. Deaker	1st to 4th section, 3½ miles. .. Kirimettiya	.. 693
L. A. Ewar	.. Old Meddagama	.. 248
H. Tonks	.. Bellwood and Moragala	.. 751
Andeappen	.. Agallawatta	.. 93

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

Provincial Road Committee's Office, W. L. KINDERSLEY,  
Kandy, February 21, 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," have assessed the proportion due by each estate in the district interested, as follows:—

(Estimate No. D 133 of 1918-19.)

Government moiety .. Rs. 1,236 00  
Private contributions .. Rs. 1,248 36

1st to 3rd section, 1½ mile.

Total acreage, 3,070—Moiety of cost, Rs. 970 77—  
Sectional rate, 3162c.—Total rate, 3162c.

Proprietors or Agents. Estates. Acreage. Amount.

Proprietors or Agents.	Estates.	Acreage.	Amount.
Ceylon Up-country Tea Estates, Limited (Bois Bros. Agents, R. R. Jacques)	Kurunduoya	683	215 97

1st to 4th section, 1·92 mile.

Total acreage, 2,387—Moiety of cost, Rs. 272 10—  
Sectional rate, 1139c.—Total rate, 4301c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
Lanka Plantations Co., Ltd. (J. M. Robertson & Co.), R. R. Jacques.	Rilamulla	230	98 95
W. H. Tindall & Co. (Carson & Co., T. H. Williams)	Bramley	297	127 77
United Planters Co. of Ceylon, Limited (Boustead Bros., T. H. Williams)	Lauriston	235	101 10
High Forest Estates Co., Limited (Whittall & Co., W. P. Spurway)	High Forest	1,625	699 8
<b>Total</b>			<b>1,242 87</b>

N.B.—Private contribution	Rs. c.	Rs. c.
Unexpended balance 1916-17	1 16	1,248 36
Do. 1917-18	4 33	
		<b>5 49</b>

Amount to be recovered on account 1918-19 .. 1,242 87

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before March 17, 1919.

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, March 4, 1919.

#### Madulkele-Kabaragalla Branch Road.

(Between Madulkele and Kabaragalla.)

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," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

(Estimate No. D 83 of 1918-19.)

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

1st section, 1 mile.

Total acreage, 6,394—Moiety of cost, Rs. 401 50—  
Sectional rate, 627c.—Total rate, 627c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
The Anglo Ceylon and General Estates Co., Ltd. (H. F. Dalton)	Ellerton	72	4 53
Do.	Nillomally	1,005	63 10
H. A. Clarke, C. J. Scott, and C. W. Wood	Kelebokka	690	43 32

1st and 2nd sections, 2 miles.

Total acreage, 4,627—Moiety of cost, Rs. 401 50—  
Sectional rate, 867c.—Total rate, 1494c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
J. H. Thomas (R. W. Nott)	Galheria	600	89 75

1st to 4th section, 3¼ miles.

Total acreage, 4,027—Moiety of costs, Rs. 501 85—  
Sectional rate, 1246c.—Total rate, 2740c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
Thomas Barlow and Brother (Carson & Co.)	Brae and Dell, Hatanwalla, Maranagala	1,694	464 48
H. W. Kennedy	Deyanella	460	126 13
Gordon Frazer & Co.	Relugas	378	103 65
H. A. Clarke and H. W. Kennedy	Cabragalla	386	105 84
The Earl of Glasgow (G. W. Hunter Blair)	Poengalla, Hoolankanda, and Kirigalpotta	1,109	304 7
<b>Total</b>			<b>1,304 85</b>

N.B.—Private contribution	Rs. c.	Rs. c.
Unexpended balance 1916-17	0 99	1,313 0
Do. 1917-18	7 16	
		<b>8 15</b>

Amount to be recovered on account 1918-19 .. 1,304 85

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before March 17, 1919.

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, March 4, 1919.

#### Ellearawa-Pinnawala Branch Road.

IN terms of section 14 of the Branch Roads Ordinance, No. 14 of 1896, I hereby give notice of my intention to hold a general meeting of the proprietors or general managers of the estates interested in the Ellearawa-Pinnawala Branch road for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members, to perform the duties imposed upon such Committee by the said Ordinance for the next two years, namely, from March 20, 1919, to March 20, 1921.

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

The meeting will be held at the Detanagala Estate Office on Saturday, March 15, 1919, at 9 A.M.

Provincial Road Committee's Office, E. RODRIGO,  
Ratnapura, February 25, 1919. for Chairman.

#### Bevilla-Digowa Estate Cart Road.

IN terms of section 14 of the Estate Roads Ordinance, No. 12 of 1902, I hereby give notice of my intention to hold a general meeting of the proprietors or resident managers of the estates interested in the Bevilla-Digowa estate cart road for the purpose of electing a Local Committee, which shall consist of not less than two nor more than five members, to perform the duties imposed upon such Committee by the said Ordinance for two years from March 11, 1919, to March 11, 1921.

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

The meeting will be held at 11 A.M. on Friday, March 7, 1919, at the Avissawella Resthouse.

Provincial Road Committee's Office, E. RODRIGO,  
Ratnapura, February 22, 1919. for Chairman.



## Bevill-Digowa Estate Cart Road.

NOTICE is hereby given that, acting under the provisions of section 5 of the Estate Roads Ordinance, No. 12 of 1902, the Provincial Road Committee of the Province of Sabaragamuwa will on March 25, 1919, at 2.30 P.M., at their office in Ratnapura, proceed to alter and vary the limits of the district originally defined in respect of the Bevill-Digowa Estate Cart road, for the purpose of including three new estates using the road for assessment for upkeep and repair of the said road, and that at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions. It is proposed that the amended district shall consist of the following estates:—

Proprietors or Agents.	Estates.	Acreage.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents) ..	Manikanda ..	437
Messrs. L. Bayly and G. A. Talbot ..	Digowa ..	541
Mr. T. A. de S. Wijeyeratne, Gaffoor buildings, Fort, Colombo ..	Pannilla ..	180
Mr. A. J. R. de Soysa, 3, De Soysa buildings, Slave Island, Colombo ..	Tatuwalakanda ..	446
Mrs. N. E. Wijeyesekera, care of Messrs. D. D. Pedris, Pettah, Colombo ..	Dornhill ..	70
Dona Engeltina Welikala, Don Charles Wijewardane, and Dona Caroline Wijewardane, care of Mr. D. L. Welikala, Avissawella ..	Pathberiya ..	67
Mr. C. C. Wijetunga, Union House, Bambalapitiya ..	Gangaturiya ..	30
	Total ..	1,771

Provincial Road Committee's Office, Ratnapura, February 25, 1919. E. RODRIGO, for Chairman.

## Road from Parakaduwa Station to Hemmingford Estate.

NOTICE is hereby given that, acting under the provisions of section 6 of the Branch Roads Ordinance, No. 14 of 1896, the Provincial Road Committee of the

Province of Sabaragamuwa will on March 25, 1919, at 2.30 P.M., at their office in Ratnapura proceed to alter and vary the limits of the district already defined in respect of the branch road from Parakaduwa Station to Hemmingford estate for the purpose of including three new estates using the road for assessment for upkeep and repair of the said road, and that at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions. It is proposed that the amended district shall consist of the following estates:—

Proprietors or Agents.	Estates.	Acreage.
Mr. Michael J. de Jong ..	De Jong Group ..	46
The Grand Central Rubber Company ..	Meegastenna ..	132
The General Tea Estates, Limited ..	Hemmingford Group ..	1,297
Mr. G. A. Talbot ..	Digowa ..	541
Manikanda Rubber Company, Ltd., (Carson & Company, Agents) ..	Manikanda ..	437
Mr. A. J. R. de Soysa, 3, De Soysa buildings, Slave Island, Colombo ..	Tatuwalakanda ..	446
Mr. A. H. T. de Soysa, Lynn Grove, Moratuwa ..	Hillington ..	59
Mr. T. A. de S. Wijeyeratna, Gaffoor buildings, Fort, Colombo ..	Pannilla ..	180
Mrs. N. E. Wijeyesekera, care of Messrs. D. D. Pedris, Pettah, Colombo ..	Dornhill ..	70
Dona Engeltina Welikala, Don Charles Wijewardane, and Dona Caroline Wijewardane, care of Mr. D. L. Welikala, Avissawella ..	Pathberiya ..	67
Mr. C. C. Wijetunga, Union House, Bambalapitiya ..	Gangaturiya ..	30
	Total ..	3,305

Provincial Road Committee's Office, Ratnapura, February 25, 1919. E. RODRIGO, for Chairman.

## MUNICIPAL COUNCIL NOTICES.

## Prices of Foodstuffs, &amp;c., in Colombo on March 5, 1919.

	Wholesale.	Retail.
Per	Rs. c.	Per
Paddy, Country .. Bushel	3 0	Measure ..
Paddy, Imported .. do.	3 75	do. ..
Rice, Country .. do.	—	do. ..
Rice, Kara .. do.	—	do. ..
Rice, Kallunda .. do.	6 0	do. .. 0 19
Rice, Sulai .. do.	6 50	do. .. 0 21
Rice, Muttusamba .. do.	—	do. ..
Raw Rice (Rangoon) .. do.	6 75	do. ..
Raw Rice (Singapore) .. do.	—	do. ..
Raw Rice (Batavia) .. do.	—	do. ..
Dholl (Thovarem) ..	—	Seer .. 0 24
Dholl (Mysore) ..	—	do. .. 0 22
Green Peas ..	—	do. .. 0 30
Uundu ..	—	do. .. 0 24
Gram ..	—	do. .. 0 24
Wheat Flour ..	—	lb. .. 0 18
American Flour ..	—	do. ..
Ghee, Cow ..	—	Seer .. 6 12
Ghee, Buffalo ..	—	do. .. 2 50
Milk ..	—	Bottle .. 0 30
Potatoes (Indian) ..	—	lb. .. 0 12
Potatoes (Bangalore) ..	—	do. ..
Onions (Bombay) ..	—	do. .. 0 10
Onions, Red ..	—	do. .. 0 11
Bread ..	—	1-lb. loaf .. 0 18
Tea ..	—	lb. .. 1 10
Coffee ..	—	do. .. 0 62
Limes ..	—	Dozen .. 0 8
Coconuts ..	—	Each .. 0 8
Sugar, Soft ..	—	lb. .. 0 24
Sugar, Crepe ..	—	do. .. 0 22
Sugar (Ceylon) ..	—	do. ..
Sugar Candy ..	—	do. .. 0 28
Sugar, Brown ..	—	do. ..

	Wholesale.	Retail.
Per	Rs. c.	Per
Salt ..	—	Measure .. 0 12
do. ..	—	lb. .. 0 6
Dried Chillies ..	—	do. .. 0 60
Coriander ..	—	do. .. 0 20
Pepper ..	—	Measure .. 0 50
Garlic ..	—	lb. .. 0 50
Mustard ..	—	Measure .. 0 28
Turmeric ..	—	lb. .. 0 25
Fenugreek ..	—	do. .. 0 16
Cummin ..	—	do. .. 0 50
Aniseed ..	—	do. .. 0 20
Tamarind ..	—	do. .. 0 10
Jaggery ..	—	Bundle .. 0 30
Gingelly ..	—	Seer ..
Gingelly Oil ..	—	Bottle .. 0 80
Coconut Oil ..	—	Measure .. 0 60
Kerosine Oil, Daylight ..	—	Bottle ..
Kerosine Oil, Monkey Brand ..	—	do. .. 0 20
Matches, Three Stars ..	—	Packet of 12 boxes .. 0 24
Matches (Japanese) ..	—	do. .. 0 22
Beef ..	—	lb. .. 0 30
Mutton ..	—	do. .. 0 65
Pork ..	—	do. .. 0 40
Chicken ..	—	Each .. 0 87
Eggs ..	—	do. .. 0 4½
Dry Fish, Netti (Halnessan) ..	—	lb. .. 0 28
Dry Fish (Maldiva) ..	—	do. .. 0 50

The Municipal Office, Colombo, March 5, 1919.

S. H. WADIA,  
Financial Assistant to the  
Chairman, Municipal Council.

## TRADE MARKS NOTICES.

Application No. 1,410.

In compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Mr. S. Somasundaram, of Colombo, has applied for the registration of the following Trade Mark in the name of Mr. M. N. Kandiah-pillai, Seabeach road, Colombo, Trader, who claims to be the proprietor thereof, in respect of tobacco in Class 45 in the Classification of Goods in the above-mentioned Regulations:—

## THE BEST Temperance Cigars



The essential particulars of the Trade Mark are the word "Temperance" and the device of the human figure, and the applicant disclaims any right to the exclusive use of the added matter.

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

W. L. KINDERSLEY,  
Registrar-General.

## LOCAL BOARD NOTICES.

### Statements of Revenue and Expenditure of the Sanitary Board Towns in the Kalutara District for the Year 1918.

PANADURE.		Expenditure.	
Revenue.	Rs. c.	Rs. c.	
Assessment tax ..	9,189 45	Salaries, &c. ..	1,715 0
Commutation tax ..	4,394 40	War allowance to officers ..	124 29
Other taxes ..	1,404 0	Revenue services ..	774 71
Stamp duty on licenses ..	1,775 0	Office contingencies ..	376 52
Fees on licenses ..	504 0	Cost of audit ..	122 20
Government grant for loss of revenue from opium ..	5,183 25	Education ..	60 0
Fines—Court fines, &c. ..	83 33	Purchase of stores ..	210 20
Rents—Public markets, &c. ..	2,940 25	Miscellaneous ..	337 84
Conservancy fees ..	2,185 80	Lighting street lamps, &c. ..	1,936 57
Cemetery fees ..	347 90	Purchase of and repairs to lamps ..	658 36
Slaughter-house fees ..	807 65	Seaverging of roads and latrines ..	4,562 60
Miscellaneous receipts ..	272 72	Watering the main street ..	450 25
Interest on deposits, &c. ..	139 2	Charges incurred in con- nection with the en- forcement of new regu- lations re laundries ..	606 55
Public Works Department contribution towards the cost of building public latrine ..	820 47	Public Works ..	5,843 1
Balance on December 31, 1917 ..	30,047 24	Balance on December 31, 1918 ..	17,858 10
Total ..	68,997 0	Total ..	51,138 90

HOBANA.		Expenditure.	
Revenue.	Rs. c.	Rs. c.	
Assessment tax ..	1,184 95	Salaries, &c. ..	409 89
Commutation tax ..	721 30	War allowance ..	51 68
Other taxes ..	170 0	Revenue services ..	142 6
Stamp duty on licenses ..	288 0	Office contingencies ..	29 47
Fees on licenses ..	153 0	Cost of audit ..	35 66
Government grant for loss of revenue from opium ..	3,016 50	Purchase of stores ..	46 50
Rents of market, &c. ..	962 57	Miscellaneous ..	17 30
Fines ..	50 70	Lighting and scavenging ..	2,040 60
Cemetery fees ..	79 30	Cemetery-keeper and two coolies ..	240 0
Conservancy fees ..	152 60	Upkeep of cemetery, buildings, &c. ..	38 55
Miscellaneous ..	10 0	Upkeep of roads (part) ..	67 50
Public Works Department contribution towards the cost of widening road ..	4,932 25	Moiety of the cost of building drains paid to the Director of Public Works ..	8,814 50
Balance on December 31, 1917 ..	11,721 77	Refund of advance given by Panadure Sanitary Board ..	5,000 0
Total ..	21,256 8	Balance on December 31, 1918 ..	16,933 71
		Total ..	4,322 37

## ALUTGAMA.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Assessment tax	2,915 24	Salaries, &c.	420 0
Commutation tax	1,417 90	War allowance	33 50
Other taxes	16 50	Revenue services	223 22
Stamp duty on licenses	402 0	Office contingencies	50 55
Fees on licenses	157 0	Cost of audit	30 75
Fines	10 0	Purchase of stores	56 50
Market rents	1,511 50	Miscellaneous	70 3
Cemetery fees	175 80	Lighting and scavenging	1,467 85
Miscellaneous	42 50	Acquisition of land for park, &c.	50 0
	6,648 44	Upkeep of roads, cemetery, &c.	365 12
Loan on account of public markets, &c.	10,000 0	Cost of filling market site (part)	500 0
	16,648 44		3,267 52
Balance on December 31, 1917	4,637 48	Balance on December 31, 1918	18,018 40
Total	21,285 92	Total	21,285 92

## BERUWALA.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Assessment tax	2,893 44	Salaries, &c.	420 0
Commutation tax	1,648 70	War allowance	36 25
Other taxes	24 0	Revenue services	298 7
Stamp duty on licenses	502 75	Office contingencies	32 40
Fees on licenses	60 75	Cost of audit	29 62
Market rent	40 0	Purchase of stores	50 45
Slaughter-house fees	323 85	Miscellaneous	11 10
Miscellaneous	64 0	Lighting and scavenging	1,879 95
	5,556 49	Cost of filling market site	1,909 0
Loan on account of public markets	5,000 0	Acquisition of land for market	1,185 0
	10,556 49	Upkeep of roads, buildings, &c.	41 25
Balance on December 31, 1917	9,621 58	Repayment of loan on account drains, 4th and 5th instalments	400 0
Total	20,178 7	Balance on December 31, 1918	13,886 98
		Total	20,178 7

## NEBODA.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Assessment tax	584 11	Salaries, &c.	68 0
Commutation tax	388 0	Revenue services	101 81
Stamp duty on licenses	87 50	Cost of audit	8 50
Fees on licenses	37 50	Purchase of stores	10 50
Market rents	405 13	Miscellaneous	35 75
Miscellaneous	2 50	Scavenging and conservancy	221 5
	1,504 74	Acquisition of land for market	621 32
Loan on account public market	3,000 0	Construction of the market	1,547 50
	4,504 74	Repayment of loan on account drains, 4th and 5th instalments	140 0
Balance on December 31, 1917	4,641 96		2,754 48
Total	9,146 70	Balance on December 31, 1918	6,392 27
		Total	9,146 70

## TEBUWANA.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Assessment tax	320 18	Salaries, &c.	68 0
Commutation tax	387 50	Revenue services	119 84
Stamp duty on licenses	101 50	Office contingencies	18 15
Fees on licenses	33 0	Cost of audit	10 74
Fines	17 0	Miscellaneous	19 80
Rents	95 0	Scavenging and conservancy	289 65
Miscellaneous	172 50	Acquisition of land for market	5,421 19
	1,626 68	Filling and levelling market site	611 75
Loan on account of market, &c.	8,000 0	Construction of the market (part)	1,500 0
	9,626 68		8,059 12
Balance on December 31, 1917	1,174 51	Balance on December 31, 1918	2,742 7
Total	10,801 19	Total	10,801 19

## WADDUWA.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Assessment tax	2,643 90	Salaries, &c.	160 80
Commutation tax	3,652 80	Revenue services	278 38
Other taxes	58 25	Office contingencies	41 25
Stamp duty on licenses	448 0	Miscellaneous	58 71
Fees on licenses	81 50	Lighting and scavenging	476 28
	6,284 45	Cost of 4 street lamps	270 48
Loan on account of public markets	5,000 0	Upkeep of roads	1,648 50
	11,284 45		2,934 40
Balance on December 31, 1917	—	Balance on December 31, 1918	8,350 5
Total	11,284 45	Total	11,284 45

## AGALAWATTA.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Assessment tax	46 22	Cost of repairing old road	280 32
Stamp duty on licenses	5 0	Cost of survey of land for market	14 28
Rent of gala	5 25		
Loan on account of market	7,500 0		
	7,556 47		
Balance on December 31, 1917	—	Balance on December 31, 1918	7,261 92
Total	7,556 47	Total	7,556 47

The Kachcheri,  
Kalutara, February 28, 1919.

B. BELLETH,  
for Chairman.

## LOCAL BOARD OF MINUWANGODA.

## Statement of Revenue and Expenditure for the Year 1918.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Taxes	2,067 71	Establishment	935 0
Licenses	2,939 50	Office contingencies	448 33
Rents	2,005 8	Cost of audit	40 53
Miscellaneous	561 50	Revenue service	550 91
Deposit	447 19	Sanitation	2,864 0
Interest (fixed deposit)	270 40	Lighting	531 45
	8,291 38	Police	42 0
Brought forward	9,269 7	Public works	7,566 84
	17,560 45	Refund of security	271 45
			13,245 51
		Carried forward	4,314 94
			17,560 45

## Statement of Assets and Liabilities for the Year 1918.

Assets.	Rs. c.	Liabilities.	Rs. c.
Cash in Kachcheri on December 31, 1918	211 93	Balance due to depositors on December 31, 1918	394 34
Deposit in Bank of Madras	3,678 40	Balance	3,920 60
Cash in hand	424 61		
	4,314 94		4,314 94

## Statement of Probable Revenue and Expenditure for the Year 1919.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Balance brought forward, 1918	4,314 94	Establishment	930 0
Taxes	2,050 0	Office contingencies	500 0
Licenses	2,825 50	Cost of audit	45 0
Rents	1,965 0	Revenue service	350 0
Miscellaneous	812 13	Police	50 0
	11,987 57	Sanitation	3,081 80
Probable balance	6,170 77	Lighting	600 0
		Public works	250 0
			5,816 80

February 22, 1919.

J. G. FRASER,  
Chairman.

## BOARD OF IMPROVEMENT, NUWARA ELIYA.

## Abstract of Accounts for 1918.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Taxes	37,315 51	Cost of administration	13,445 88
Licenses	9,454 2	Maintenance of Public Works	13,434 15
Rents	15,331 50	Interest and sinking fund on loans	11,035 86
Fines	692 50	Miscellaneous (sanitary charges, &c.)	30,939 92
Miscellaneous (conservancy fees, &c.)	18,589 51	New works	15,158 14
Other receipts	697 91	Other payments	641 10
Balance brought forward from preceding year	29,251 44	Balance on December 31, 1918	26,527 34
	111,182 39	Total	111,182 39

## Statement of Debt for 1918.

Particulars.	Rs. c.
Balance debt on December 31, 1918, on account of consolidated loans	121,480 60
Balance debt on December 31, 1918, on account of loan for building concrete drains, beef and fish markets	21,000 0
Balance debt on December 31, 1918, on account of loan for effecting improvements to the waterworks of the town of Nuwara Eliya	3,000 0
Total	145,480 60

Board of Improvement Office,  
Nuwara Eliya, March 3, 1919.

M. M. WEDDERBURN,  
Chairman.

## SANITARY BOARD OF BATTICALOA.

## Statement of Receipts and Payments for the Year 1918.

Receipts.		Payments.	
Rs.	c.	Rs.	c.
Taxes ..	16,137 41	Establishment ..	3,413 96
Licenses ..	3,232 75	Revenue service ..	2,250 44
Fines ..	271 85	Sanitary charges ..	4,553 46
Rents ..	1,987 2	Lighting ..	659 50
Miscellaneous ..	332 14	Maintenance of roads and buildings ..	4,199 27
Deposits ..	1,507 9	New works ..	5,709 20
		Miscellaneous ..	1,359 66
		Refund of deposit ..	1,463 41
		Maintenance of Government schools ..	500 0
		Refund of loan made by Government ..	354 25
		War allowance ..	202 60
	23,468 26		24,665 75
Balance ..	10,332 73	Balance ..	9,135 24
Total ..	33,800 99	Total ..	33,800 99

Sanitary Board Office,  
Batticaloa, February 28, 1919.R. A. G. FESTING,  
Chairman.

## Statements of Actual Revenue and Expenditure of the Sanitary Boards Towns of Chilaw and Puttalam Districts for the Year 1918.

## MADAMPE.

Revenue.		Expenditure.	
Rs.	c.	Rs.	c.
Taxes ..	5,560 95	Administration ..	1,359 50
Licenses ..	5,598 51	Revenue services ..	297 52
Rents ..	200 0	Sanitation ..	4,473 46
Fines ..	25 40	Lighting ..	1,035 82
Miscellaneous ..	1,077 93	Miscellaneous Works ..	1,718 86
			1,540 48
Total receipts ..	10,462 79	Total payments ..	10,425 14
Balance on January 1, 1918 ..	17,281 94	Balance on December 31, 1918 ..	17,269 59
Total ..	27,694 73	Total ..	27,694 73

## MARAWILA.

Revenue.		Expenditure.	
Rs.	c.	Rs.	c.
Taxes ..	998 48	Administration ..	480 39
Licenses ..	189 50	Revenue services ..	73 32
Fines ..	6 0	Sanitation ..	562 75
Miscellaneous ..	88 35	Lighting ..	132 93
		Miscellaneous Works ..	831 38
			750 0
Total receipts ..	1,232 33	Total payments ..	2,330 77
Balance on January 1, 1918 ..	1,573 58	Balance on December 31, 1918 ..	480 14
Total ..	2,810 91	Total ..	2,810 91

## NATTANDIYA.

Revenue.		Expenditure.	
Rs.	c.	Rs.	c.
Taxes ..	1,592 61	Administration ..	552 38
Licenses ..	205 50	Revenue services ..	133 80
Fines ..	44 40	Sanitation ..	1,107 35
Miscellaneous ..	680 92	Lighting ..	249 12
		Miscellaneous ..	262 53
Total receipts ..	2,523 43	Total payments ..	2,305 18
Balance on January 1, 1918 ..	3,492 52	Balance on December 31, 1918 ..	3,710 77
Total ..	6,015 95	Total ..	6,015 95

## UDAPPUWA.

Revenue.		Expenditure.	
Rs.	c.	Rs.	c.
Taxes ..	1,859 14	Administration ..	62 84
Licenses ..	43 0	Revenue services ..	238 33
Miscellaneous ..	61 23	Sanitation ..	1,206 10
		Lighting ..	109 98
		Miscellaneous ..	167 26
Total receipts ..	1,963 37	Total payments ..	1,784 51
Balance on January 1, 1918 ..	0 81	Balance on December 31, 1918 ..	179 67
Total ..	1,964 18	Total ..	1,964 18

## KALPITIYA.

Revenue.		Expenditure.	
Rs.	c.	Rs.	c.
Taxes ..	2,634 9	Administration ..	236 21
Licenses ..	13 0	Revenue services ..	212 11
Rents ..	329 0	Sanitation ..	2,252 71
Miscellaneous ..	131 80	Lighting ..	209 20
		Miscellaneous Works ..	75 45
			675 92
Total receipts ..	3,107 89	Total payments ..	3,661 60
Balance on January 1, 1918 ..	977 30	Balance on December 31, 1918 ..	423 59
Total ..	4,085 19	Total ..	4,085 19

W. E. WATT,  
Chairman.

## Existence of Rabies, Local Board, Chilaw.

NOTICE is hereby given that rabies exists within the limits of the Local Board of Chilaw.

Local Board Office,  
Chilaw, March 3, 1919.G. F. FORREST,  
Chairman.

## ABSTRACTS OF SEASON REPORTS.

## SEASON REPORT FOR THE MONTH OF JANUARY, 1919.

## CENTRAL PROVINCE.

## MATALE DISTRICT.

Rainfall : 1.74 in.

Paddy : blossoming and ripening.

Dry grain : blossoming and ripening.

Coconuts : (a) flowering fair ; (b) 148,609 nuts approximate crop.

Tanks in Matale North are full.

Health of people : unsatisfactory.

Health of cattle : good.

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



