

Ceylon Government Gazette

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Part I.—General.

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

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PROCLAMATIONS BY THE GOVERNOR.

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

PROCLAMATION.

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

W. H. MANNING.

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

And whereas it is expedient to declare the road which the railway crosses between Talawa and Anuradhapura, in the North-Central Province, and set out in the schedule hereto, to be a “minor crossing” for the purpose of the said Ordinance:

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

Given at Colombo, in the said Island of Ceylon, this Nineteenth day of June, in the year of our Lord One thousand Nine hundred and Nineteen.

By His Excellency’s command,

A. S. PAGDEN,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Chainage.	Description.	Class.
M. S. L. 122 34 75	Cart road	3

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

PROCLAMATION.

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

W. H. MANNING.

KNOW Ye that We, the Governor of Ceylon, 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 Twenty-first day of June, in the year of our Lord One thousand Nine hundred and Nineteen.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

BY THE KING.

A PROCLAMATION relating to the Importation of certain Articles into the United Kingdom.

GEORGE R.I.

WHEREAS by section 43 of the Customs Consolidation Act, 1876, it is provided that the importation of arms, ammunition, gunpowder, or any other goods may be prohibited by Proclamation :

And whereas by certain Proclamations entitled Prohibition of Import Proclamations the importation of certain goods has been prohibited accordingly :

And whereas it is expedient that the importation into the United Kingdom of certain other goods 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 :—

As from and after the date hereof, subject as hereinafter provided, the importation into the United Kingdom of the following articles is hereby prohibited, viz. :—

Potash salts, namely, potassium carbonate, bicarbonate, chlorate, perchlorate, chloride or muriate, chromate and bichromate, cyanide, ferrocyanide or yellow prussiate, hydrate or caustic, nitrate, permanganate, sulphate, including potash alums and potash manurial salts and mixtures containing any of these substances.

Saccharin and mixtures containing saccharin and other substances of like nature and use.

Provided always, and it is hereby declared, that this prohibition shall not apply to any such goods which are imported under license given by or on behalf of the Board of Trade, and subject to the provisions and conditions of such license.

This Proclamation may be cited as the Prohibition of Import (No. 31) Proclamation, 1919.

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

GOD SAVE THE KING.

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

PROCLAMATION.

By His Excellency Sir 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, by virtue of the powers in Us vested by section 55 of the Courts Ordinance, No. 1 of 1889, have been pleased to appoint that the Court of Requests, Chavakachcheri, shall be holden at the Police Magistrate's bungalow during such time as the ordinary Court-house is under repairs.

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

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 162 of 1919.

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

Mr. T. F. GARVIN, Solicitor-General, to act, in addition to his own duties, as Attorney-General for the Island of Ceylon, with effect from June 24, 1919, during the absence of the Hon. Mr. H. C. GOLLAN, K.C., C.B.E., from the Island, or until further orders.

Mr. W. SANSONI to act as Crown Counsel for the Island from June 23, 1919, until further orders.

Mr. S. R. MUTTUKUMARU, Chief Clerk, Batticaloa Kacheheri, to act, in addition to his own duties, as Extra Office Assistant, Batticaloa Kacheheri, for one month.

Mr. C. W. BICKMORE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, from June 24, 1919, until relieved by Mr. H. J. V. EKANAYAKE, or until further orders.

Mr. A. C. G. WIJEYEKOON to act as Additional Police Magistrate, Kandy, on June 26, 1919.

Mr. C. P. WIJERATNE to act as Commissioner of Requests and Police Magistrate, Kalutara, and Additional District Judge, Kalutara, *vice* Mr. C. L. WICKREMESINGHE, from July 1 to 16, 1919, and from August 1 to 16, 1919.

Mr. A. C. G. WIJEYEKOON to act as Commissioner of Requests and Police Magistrate, Kandy, and Municipal Magistrate, Kandy, *vice* Mr. N. IZAT, from June 28, 1919, to July 2, 1919, or until the resumption of duties by that officer.

Mr. E. G. AUWARDT to act as Additional Police Magistrate, Tangalla, on June 24, 1919.

Mr. F. MARSHALL to act as Additional Landing Surveyor, Colombo Customs, with effect from June 21, 1919, until further orders.

Mr. G. BINNS to be a Justice of the Peace and Unofficial Police Magistrate for the District of Nuwara Eliya-Hatton, *vice* Mr. P. R. SHAND, who is leaving the Island.

Mr. R. K. CLARK to be a Justice of the Peace and Unofficial Police Magistrate for the District of Nuwara Eliya-Hatton during the absence of Mr. R. H. HUYSE-ELIOT from the Island.

Mr. A. F. B. SMEATON to be a Justice of the Peace and Unofficial Police Magistrate for the District of Kegalla.

Mr. A. A. M. W. RAN BANDA to be an Inquirer for Gampaha west korale of Uda Dumbara division in Kandy District, *vice* Mr. M. W. W. UKKU BANDA.

Mr. S. DE A. GOONETILLEKE to act as Inquirer for Metagama wasama, in Nuwara Eliya District, for two months from May 10, 1919, during the absence of Mr. W. HENDRICK APPUHAMI on leave, or until further orders.

Mr. DISSANAYAKA PUNCHIRALA to be an Inquirer for Mahapotana korale in Hurulu palata of the Anuradhapura District, *vice* Mr. U. B. K. W. M. TIRKANPOTANE.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 27, 1919. Acting Colonial Secretary.

No. 163 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to order that Mr. C. E. JONES be attached to the Censor's Office, with effect from June 21, 1919, until further orders.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 27, 1919. Acting Colonial Secretary.

No. 164 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate Rev. R. LAMB to be a Member of the District School Committee, Colombo, *vice* Rev. H. BINKS, who has left the Island.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 23, 1919. Acting Colonial Secretary.

No. 165 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. ARUNACHALAM RAMANATHAN, of "Ponklar," Colombo, to be a Notary Public at Colombo and throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 24, 1919. Acting Colonial Secretary.

No. 166 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. LEWELLYN SOLOMON FERNANDO, of "Dilston," Panadura, to be a Notary Public at Panadura and throughout the judicial division of Panadura, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 24, 1919. Acting Colonial Secretary.

No. 167 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. THAMBYMUTTU D. THAMBY RAJESVARA MUDALI, of Sengunthar street, Thamaracani, Batticaloa, to be a Notary Public throughout Mannar Islands and Mantai division of Mannar District, with residence and office at Mannar and additional offices at Tharakundu and Viddattativu, and to practise as such in the Tamil language.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 24, 1919. Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. K. SIVAPRAGASAM, Head Clerk, Kacheheri, Mullaittivu, to act as Registrar of Lands, Mullaittivu, for four days from June 25, 1919, during the absence of the Registrar, Mr. R. K. ARULAMPALAM, on leave, or until further orders.

ABEYASINGHE HERAT MUDIYANSELAGE NAIDHAMY KAPURU BANDA provisionally as Registrar of Births and Deaths and of Marriages (General) of Rajakumarawanni

pattu division, in the Puttalam District of the North-Western Province, with effect from July 12, 1919, *vice* Registrar, W. PUNCHIRALA, deceased. His office will be at Ambagahawatta in Sembukkuliya, and station at Palugahawatta in Mahakumbukadawela, where he will hold office on Mondays, Wednesdays, and Fridays.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 24, 1919. Acting Colonial Secretary.

HIS EXCELLENCY THE GOVERNOR has been pleased to confirm GURUNANSELAGE PAULU DE SILVA to be Registrar of Births and Deaths of Dalugama division, and of Marriages (General) of Adikari pattu of Siyane korale west division, in the Colombo District of the Western Province. His office will be at Kongahawatta Nun-gomugoda.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 18, 1919. Acting Colonial Secretary.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed NAHALLEGE WIJESENA GUNARATNE ABEYWARDENE to act as Registrar of Births and Deaths of Kesbawa division, and of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, for four days from June 16, 1919, during the absence of the Registrar, DON JOHN ISAAC GUNARATNA ABEYWARDENE, on leave. His office will be at Delgahawatta in Kondurawa, and his station at Delgahawatta in Wewela.

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. J. S. E. SOYSA to act as Registrar of Births and Deaths of Moratuwa town division, in the Colombo District of the Western Province, for five days from June 17, 1919, during the absence of the Registrar, Mr. J. B. PRINS, on leave. His office will be at house No. 362, Uyana, Moratuwa.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON CARTHELIS WANIGESUNDERA to act as Registrar of Births and Deaths of Megodapota division, and of Marriages (General) of Udugaha pattu of Siyane korale east division, in the Colombo District of the Western Province, for four days from June 25, 1919, during the absence of the Registrar, KASTURIACHCHI JAYAWARDANA DON HENDRICK JAYAWARDENA, on leave. His office will be at Godaporagahawatta in Deenapamunuwa.

The Additional Assistant Provincial Registrar, Colombo, has appointed LIYANAGE CLEMENT DE SILVA to act as Registrar of Births and Deaths of Otara West division, and of Marriages (General) of Dunagaha pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for June 21, 1919, during the absence of the Registrar, HENRY RICHARD DE SILVA, on leave. His office will be at Kurunduwatta in Daluwakotuwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed RANAWAKA-ACHCHIGE DON DIYONIS to act as Registrar of Births and Deaths of Welgama division, and of Marriages (General) of Gangaboda pattu division, in the Kalutara District of the Western Province, for eight days from June 20, 1919, during the absence of the Registrar, D. E. RANAWAKA-ACHCHIE, on leave. His office will be at Egaloiyawatta in Bulatsinhala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON ROBERT DE SILVA 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, for twelve days from June 23, 1919, during the absence of the Registrar, D. G. JAYASEKERA, on leave. His office will be at Galpottewatta in Bolabotuwa.

The Additional Assistant Provincial Registrar, Matara, has appointed DON ANDREAS PERERA WEERAKON to act as Registrar of Births and Deaths of Hakmana division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for thirty days from May 24, 1919, *vice* Registrar, D. A. A. WICKREMASINGHE, resigned. His office will be at Tanayamwatta in Beruwela.

The Additional Assistant Provincial Registrar, Matara, has appointed DON ANDREAS PERERA WEERAKON to act as Registrar of Births and Deaths of Hakmana division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for thirty days from June 23, 1919, *vice* Registrar, D. A. A. WICKREMASINGHE, resigned. His office will be at Tanayamwatta in Beruwela.

The Additional Assistant Provincial Registrar, Hambantota, has appointed WICKRAMARACHCHIGE CHARLIS to act

as Registrar of Births and Deaths of Tangalla outside the town division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from June 23, 1919, during the absence of the Registrar, D. P. DISSANAYAKA, on leave. His office will be at Lunuweraniyagahawatta in Polom-goda.

The Assistant Provincial Registrar, Jaffna District, has appointed VANNTAMBY KANAPATIPILLAI to act as Registrar of Marriages (General) of Valigamam West division in the Jaffna District of the Northern Province, for one week from June 11, 1919, during the absence of the Registrar, J. N. SANDRASEGARA, on leave. His office will be at Sandrasegara Mudaliyarvalavu in Matakai.

The Assistant Provincial Registrar, Jaffna District, has appointed MAILVAGANAM SELVADURAI to act as Registrar of Births and Deaths of Koddaively division, and of Marriages (General) of Vadamaradchi West division, in the Jaffna District of the Northern Province, for three weeks from June 19, 1919, during the absence of the Registrar, M. THAMOTHEERAMPILLAI, on leave. His office will be at Elumpanisima in Tunnalai South; station: Koddaiadi in Karaveddy North.

The Assistant Provincial Registrar, Jaffna District, has appointed NEEKILAPPILLAI ANTONIPPILLAI to act as Registrar of Births and Deaths of Elutumadduval division, and of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, for thirty days from June 20, 1919, during the absence of the Registrar, N. S. PHELIPPUPILLAI, on leave. His office will be at Chempadu in Mirusuvil.

The Assistant Provincial Registrar, Jaffna District, has appointed SOOSAIPILLAI MARIAMPILLAI to act as Registrar of Births and Deaths of Pandatarippu division, and of Marriages (General) of Valigamam West division, in the Jaffna District of the Northern Province, for two weeks from June 25, 1919, during the absence of the Registrar, P. SOOSAIPILLAI, on leave. His office will be at Untuvattai in Chillalai.

The Assistant Provincial Registrar, Mannar, has appointed LAWRENCE SANTIA CROOS to act as Registrar of Births and Deaths of Mannar Island division No. 2, and of Marriages (General) of Mannar Island division, in the Mannar District of the Northern Province, for three days from June 19, 1919, during the absence of the Registrar, K. K. TALIMA, on leave. His office will be at Police Vidane's house in Pesalai.

The Assistant Provincial Registrar, Mannar, has appointed ANTONY MOTTAM SANTIUGUPARIKARI to act as Registrar of Births and Deaths of Nanaddan East division No. 1, and of Marriages (General) of Nanaddan division, in the Mannar District of the Northern Province, for fourteen days from July 1, 1919, *vice* the Registrar, T. A. EDIRIMANNASINGAM, retired. His office will be at Registralvalavu in Sirukkandal.

The Assistant Provincial Registrar, Kurunegala, has appointed PUNCHI BANDA RATNAYAKA to act as Registrar of Births and Deaths of Gandahe korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for sixteen days from June 15, 1919, during the absence of the Registrar, D. B. WELIKANDA, on sick leave. His office will be at the permanent Registrar's residence at Welikanda.

The Additional Assistant Provincial Registrar, Puttalam, has appointed VAIRAVIPPILLAI ALFRED ABRAHAM to act as Registrar of Births and Deaths of Akkarai pattu south northern division, and of Marriages (General) of Akkarai pattu south division, in the Puttalam District of the North-Western Province, for twenty-eight days from June 18, 1919, during the absence of the Registrar, S. A. FERNANDO, on leave. His office will be at the permanent Registrar's residence at Tettapola.

The Assistant Provincial Registrar, Puttalam, has appointed CHANDRASEKARA GUNATHERAT HITHAMILLAGE APPUSINNO to act as Registrar of Births and Deaths of Anavilundan and Munnessaram pattus north of Deduru oya division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for thirty days from June 20, 1919, during the absence of the Registrar, C. G. HERAT, on leave. His office will be at Kohombagahawatta in Karukuliya.

The Assistant Provincial Registrar, Badulla District, has appointed KANDANDAPANGUWE TIKIRIWANNIUNNEHE-

of Mahawedirata division, and of Marriages (General) of Wellassa division, in the Badulla District of the Province of Uva, for twelve days from May 9, 1919, during the absence of the Registrar, T. W. W. BANDA, on leave. His office will be at Gamagedera Kandandapanguwa.

The Assistant Provincial Registrar, Badulla District, has appointed RATNAYAKE MUDIYANSELAGE UKKU BANDA to act as Registrar of Births and Deaths of Meda palata division, and of Marriages (General) of Udukinda division, in the Badulla District of the Province of Uva, for one week from May 27, 1919, during the absence of the Registrar, R. M. APPUHAMY, on leave. His office will be at Radigetalawa.

The Assistant Provincial Registrar, Badulla, has appointed KAPALEWELA YAPA MUDIYANSELAGE MUTTETTUWEGEDERA APPUHAMY to act as Registrar of Births and Deaths of Soranatotota division, and of Marriages (General) of Wiyaluwa division, in the Badulla District of the Province of Uva, for eight days from June 10, 1919, during the absence of the Registrar, K. Y. M. PUNCHI BANDA, on leave. His office will be at Muttettuwegedera in Muttettuwegama.

The Assistant Provincial Registrar, Badulla District, has appointed HITHAMIMUDIYANSELAGE PUNCHIRALA to act as Registrar of Births and Deaths of Kongala Bintenna division, and of Marriages (General) of Wellawaya division, in the Badulla District of the Province of Uva, for eight days from July 9, 1919, during the absence of the Registrar, S. PIYARATNAHAMY, on leave. His office will be at Alutwewa.

The Provincial Registrar, Ratnapura, has appointed DON DAVID SENANAYAKE to act as Registrar of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three days

from June 16, 1919, during the absence of the Registrar, D. L. DHARMAWARDHANA, on leave. His office will be at the Land Registry, Ratnapura.

The Assistant Provincial Registrar, Kegalla, has appointed T. DE VAS GOONERWADENE to act as Registrar of Marriages (General) of Kegalla town within Local Board limits division, in the Kegalla District of the Province of Sabaragamuwa, for June 16, 1919, during the absence of the Registrar, E. DE S. GUNAWARDENE, on leave. His office will be at the Land Registry Office, Kegalla.

The Assistant Provincial Registrar, Kegalla, has appointed AMARASEKERA APPUHAMILAGE CORNELIS APPUHAMY 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 June 18, 1919, during the absence of the Registrar, H. T. APPUHAMY, on leave. His office will be at Ambalameowitawatta in Magammana.

Registrar-General's Office,
Colombo, June 24, 1919.

W. L. KINDERSLEY,
Registrar-General.

IT is hereby notified that EDIRISURI MOHOTTEGE RICHARD EDWARD DE SARAM, Registrar of Births and Deaths of Galahitiyawa, and of Marriages (General) of Ragam pattu of Alutkuru korale south, in the Colombo District of the Western Province, will, with effect from July 1, 1919, have an additional office at Kosgahawatta in Bollate, which he will visit on Mondays and Fridays.

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

W. L. KINDERSLEY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

HIS Excellency the Governor has been pleased, with the approval of the Secretary of State for the Colonies, to direct the publication of the following supplementary minute to the Minute on the Ceylon Civil Service, dated October 2, 1916:—

With a view to encouraging members of the Ceylon Civil Service below Class II, who are willing to qualify themselves for legal and judicial appointments by being called to the Bar while on leave in England, it has been decided that any such officer, who has previously received permission to study for the Bar, shall be granted a bonus of £25 in respect of each of the first four parts of the examination in which he is placed in the first class and a bonus of £50 in respect of passing the final examination (irrespective of whether he is placed in the first class in the final examination or not), provided that the officer concerned attends the proceedings of the High Court in England twice a week for a period of six months during his leave of absence. A statement on honour to the effect that he has so attended must be furnished by him to the Colonial Office when applying for payment of the bonus.

Any Officer receiving such bonus will be required to sign an undertaking to refund the amount so received to the Government of Ceylon in the event of his voluntarily quitting the service of the Government within five years from the date of payment of the bonus.

The amount of entrance fees, &c., at one of the Inns of Court will, if so desired by the officer, be advanced to him by the Crown Agents for the Colonies, such advance to be recovered on his return to the Colony by instalments not exceeding one-third of his monthly salary.

Colonial Secretary's Office,
Colombo, June 25, 1919.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

HIS Excellency the Governor has been pleased, with the approval of the Secretary of State for the Colonies, to direct the publication of the following additions to the Minute on the Ceylon Civil Service dated October 2, 1916:—

In paragraph 16 after the word "horseback" insert "Provided that a Cadet who may happen to be—

- (a) A qualified Barrister-at-Law, or
- (b) A qualified Advocate of the Supreme Court of Ceylon, or
- (c) A qualified Proctor of the Supreme Court of Ceylon,

shall be exempted from passing the prescribed examination in Law."

In paragraph 22 after the word "described" insert "Provided that an officer who may happen to be—

- (a) A qualified Barrister-at-Law, or
- (b) A qualified Advocate of the Supreme Court of Ceylon, or
- (c) A qualified Proctor of the Supreme Court of Ceylon,

shall be exempted from passing the prescribed examination in Law."

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

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

"THE CEYLON MEDICAL COLLEGE ORDINANCE, 1905."

Rules made by the Council of the Ceylon Medical College, under Section 14 of "The Ceylon Medical College Ordinance, 1905," and approved by the Governor and the Executive Council.

THE following rules shall take effect from October 1, 1919:—

1. Students who have passed the First M.B.B.S. Examination of the University of London are exempted from the First Professional Examination, provided they have been registered Medical Students for one year.
2. Students who have passed the Intermediate Science Examination of the University of London in Chemistry and Physics are exempted from the examination in these subjects at the First Professional Examination, provided they have been registered Medical Students for one year.

Colonial Secretary's Office,
Colombo, June 23, 1919.

By His Excellency's command,
A. S. PAGDEN,
Acting 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 (i) (c), of "The Stamp Ordinance, 1909," on him conferred, authorized the following Joint Stock Company, incorporated under the Joint Stock Companies Ordinances, to compound for the payment of stamp duty on share certificates specified in Schedule B of "The Stamp Ordinance, 1909," as set forth in section 7 of "The Stamp (Amendment) Ordinance, No. 16 of 1917," on the conditions set out in section 5 aforesaid, sub-sections (1) (c) (i.), (iii.), and (iv.).

Colonial Secretary's Office,
Colombo, June 23, 1919.

By His Excellency's command,
A. S. PAGDEN,
Acting Colonial Secretary.

COMPANY REFERRED TO.

The Nahavilla Estates Company, Limited.

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

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

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

By His Excellency's command,
A. S. PAGDEN,
Acting Colonial Secretary.

SCHEDULE REFERRED TO.

The following lot is situated in the village of Tariyankulama, in the Kandu tulana of the Kanadara korale of the Nuwaragam palata of the Anuradhapura District, in the North-Central Province:—
Preliminary plan 22.

Lot.	Name of Land.	Extent, A. R. P.
3	Ganparahalhena	97 2 28

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

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

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

By His Excellency's command,
A. S. PAGDEN,
Acting Colonial Secretary.

SCHEDULE REFERRED TO.

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

Lot.	Name of Land.	Extent, A. R. P.
12	Kongahamulahena	80 0 29

"THE EXCISE ORDINANCE, NO. 8 OF 1912."

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of "The Excise Ordinance, No. 8 of 1912," to appoint Mr. H. Ogilvie Rolt to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance during the absence from the Island of Mr. A. E. Rolt, or until further orders.

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

By His Excellency's command,
A. S. PAGDEN,
Acting Colonial Secretary.

“THE EXCISE ORDINANCE, NO. 8 OF 1912.”

HIS Excellency the Governor has been pleased to nominate Mr. W. M. Wade Gery to be a Member of the Excise Advisory Committee for the Nawalapitiya Local Board Area, *vice* Mr. M. S. Milne, resigned.

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

By His Excellency's command,
A. S. PAGDEN,
Acting Colonial Secretary.

A MEETING of the Legislative Council will be held at the Council Chamber at 2.30 P.M. on ~~Wednesday~~, July 9, 1919.

Colonial Secretary's Office,
Colombo, June 27, 1919.

By His Excellency's command,
C. H. COLLINS,
Clerk to the Council.

Regulation made by the Governor under the provisions of the Order in Council of Her late Majesty Queen Victoria dated October 26, 1896, as amended by the Order in Council of His Majesty dated March 21, 1916, and of all other Powers him enabling:

THE following shall be inserted as regulation 1 (1) (f) in “The Defence of the Colony Regulations, 1919” :—

(1) (f) Mr. William Geddes shall be Assistant Deputy Food Controller for the Manning Market, Colombo, as from and after June 27, 1919, and as such may exercise all the powers of the Food Controller under these regulations, subject, however, to the direction of the Food Controller.

Colonial Secretary's Office,
Colombo, June 27, 1919.

By His Excellency's command,
A. S. PAGDEN,
Acting Colonial Secretary.

Order regulating the Sale and Purchase of Rice, Paddy, and Flour throughout Ceylon (except in the Chalmers Granaries and the Manning Market, for which Orders have already been issued), made by the Food Controller, under Regulation 1 of “The Defence of the Colony Regulations, 1919.”

1. All rice, paddy, and flour shall be sold for immediate delivery.
2. No dealer shall refuse to sell any rice, paddy, and flour in his store.
3. No dealer shall withhold rice, paddy, and flour from sale on the plea that it has already been sold to another customer, or on any similar plea.
4. All rice, paddy, and flour purchased shall be paid for at the time of sale, before removal from the store.
5. All rice, paddy, and flour purchased shall be removed forthwith by the purchaser. If not so removed, it may be sold to another person.

This order shall commence and come into operation on June 27, 1919.

Colombo, June 26, 1919.

B. HORSBURGH,
Food Controller.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for loading and unloading of goods, which includes transferring from one wagon to another when necessary, at Colombo and Wharf Goods Sheds from persons willing to contract for this service from October 1, 1919, for a period of one, two, or three years.

This service will not include traffic to and from India and traffic at the Lakeside Goods Sheds and Lake Sidings, for which separate tenders are being invited.

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

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

4. Tenders should be marked “Tender for Loading and Unloading of Goods at Colombo and Wharf Goods Sheds” in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, July 22, 1919.

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

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

any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. The amount of security required will be Rs. 1,000.

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

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

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

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

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

13. No concession of any kind will be allowed, and any tender containing such conditions outside this notice will be rejected without question.

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

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

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

General Manager's Office,
Colombo, June 25, 1919.

D. McMILLAN,
Acting General Manager.

TENDERS are hereby invited for loading and unloading of goods to and from India at the Colombo Indian Goods Shed from persons willing to contract for this service from October 1, 1919, for a period of one, two, or three years.

In addition to the above, the successful tenderer must re-fill and re-stitch bags, &c., whenever necessary.

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

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

4. Tenders should be marked "Tender for Loading and Unloading of Goods to and from India at the Colombo Indian Goods Shed" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, July 22, 1919.

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

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

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

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

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

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

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

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

13. No concession of any kind will be allowed, and any tender containing such conditions outside this notice will be rejected without question.

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

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

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

General Manager's Office, D. McMILLAN,
Colombo, June 25, 1919. Acting General Manager.

TENDERS are hereby invited for loading and unloading goods, which includes transferring from one wagon to another when necessary, from persons willing to contract for the service from October 1, 1919, for a period of one, two, or three years, at the under-mentioned Goods Sheds:—

- (a) Veyangoda.
- (b) Kurunegala and Polgahawela.
- (c) Jaffna and Kankasanturai.
- (d) Hambantota.
- (e) Peradeniya, Kandy, and Matale.
- (f) Galle.
- (g) Ratton.

- (h) Talawakela.
- (i) Bandarawela.
- (j) Puwakpitiya, Avissawella, and Dehiowita.
- (k) Ratnapura.

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

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

4. Tenders should be marked "Tender for Loading and Unloading of Goods at *— Goods Sheds" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, July 22, 1919.

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

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

7. The amount of security required will be Rs. 250 for services marked (a), (c), (d), (f), (h), (i); Rs. 500 for services marked (b), (e), (g), (j), (k).

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

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

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

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

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

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

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

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

General Manager's Office, D. McMILLAN,
Colombo, June 25, 1919. Acting General Manager.

* Name station.

TENDERS are hereby invited for the erection and completion of proposed new Royal College, Colombo.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Royal College, Colombo," on the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on Tuesday, July 22, 1919.

4. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue or be sent to him

through the post. Tenders must be accompanied by two copies of the bill of quantities fully priced out.

5. Tenderers may obtain forms and copies of the bill of quantities and inspect drawings at the Office of the Director of Public Works on or after June 30, 1919. A deposit of Rs. 50 will be required to be made either at the Treasury of 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 signed by the Director of Public Works, 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.

6. Any alterations made in tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

7. Payments will be made monthly by the Engineer or Officer in Charge of the Works, equal to 95 per cent. of the estimated value of the work executed by the contractor and the balance 5 per cent. will be retained in the hands of Government until the end of the term of maintenance.

8. Before any tender is accepted, the contractor will be required to sign a contract to execute and perform the works in accordance with the drawings, specification, and the general conditions therein set forth, and to complete the whole of the works within two and a half years from the date of the order to commence, in default he will be subject to a penalty of Rs. 100 per week as ascertained and liquidated damages for every week or part of a week after the expiration of the time agreed upon for completion of the work until the same shall have been completed. He will also be required to deposit a sum of Rs. 5,000 in cash for the due and faithful performance of the contract.

9. This contract shall not be assigned or sublet without the written authority of the Tender Board.

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

11. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

Public Works Office, A. E. CALDICOTT,
Colombo, June 24, 1919, for Director of Public Works.

TENDERS are hereby invited for services, Central Timber Depot, Slave Island, Colombo, from October 1, 1919, to September 30, 1920.

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 Services, Central Timber Depot, Colombo" (*vide* schedule annexed), 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, August 12, 1919.

5. The tenders are to be made upon forms which will be supplied upon application at the Central Timber Depot, Slave Island, 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. 50 will be required to be made either at the Treasury of 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, or to furnish approved security of Rs. 250, 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 any Government contract. All other deposits will be returned upon signature of a contract.

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. All other necessary information can be ascertained and draft contract examined 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. Contracts may not be assigned or sublet without the authority of the Tender Board.

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

Schedule.

1. To take delivery of ebony, after obtaining necessary permits and passes for the same, at each of the following places, to transport it by cart to the Central Depot, to weigh it, and to stack it in such places and in such manner as the Forester, Central Timber Depot, may direct:—

- (a) Main Goods Station, Colombo.
- (b) Landing Jetty, Colombo Harbour.
- (c) Mutwal Ferry.
- (d) Elsewhere within the Colombo Municipality.

2. To take delivery of timber other than ebony, after obtaining necessary permits and passes for the same, at each of the following places, to transport it by cart to the Central Depot, and to stack it in such places and in such manner as the Forester may direct after measurement by him:—

- (a) Main Goods Station, Colombo.
- (b) Landing Jetty, Colombo Harbour.
- (c) Mutwal Ferry.
- (d) Elsewhere within the Colombo Municipality.

3. To shift and re-stack timber in the depot.

4. To weigh and re-stack timber in the depot.

5. To take delivery of ebony or other timber, after obtaining necessary permits and passes for the same, at the Central Depot, and to transport it by cart, and to deliver it at each of the following places:—

- (a) Harbour Works.
- (b) Elsewhere within the Colombo Municipality.

6. To take delivery of ebony or other timber, after obtaining necessary permits and passes for the same, at the Landing Jetty, Colombo Harbour, and to transport it by cart and to deliver it at each of the following places:—

- (a) Government Factory.
- (b) Harbour Works.
- (c) Railway Yard, Maradana.
- (d) Welikada Jail.
- (e) Elsewhere within the Colombo Municipality.

7. To take delivery of ebony or other timber, after obtaining necessary permits and passes for the same at:—

- (a) Main Goods Station, Colombo.
- (b) Kelani Valley Goods Shed, Colombo.
- (c) Elsewhere within the Colombo Municipality.

and to transport it by cart and deliver it at the Welikada Jail.

8. To plane, polish, and deliver specimen woods, 4 in. by 3 in. by 1 in., required from logs received at the Central Timber Depot.

Rates should be tendered for ebony per ton of 20 cwt. and for other timber per cubic foot, and specimen woods per piece.

J. D. SARGENT,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, June 24, 1919.

SALES OF UNSERVICEABLE ARTICLES, &c.

THE following confiscated and unclaimed articles will be sold by public auction at this Court on Monday, June 30, 1919, at 2 P.M. :—

2 gauze banians	1 enamel cup	19 measures of rice
C. E. STAINER, Lt.-Commander, R.N., Joint Police Court, Joint Police Magistrate. Colombo, June 23, 1919.		

IT is hereby notified that the under-mentioned property will be sold by public auction at the Court-house at Hatton on Thursday, July 10, 1919, at 2 P.M.

Persons having any claim to any of the said property should prefer their claims before that date :—

1 handkerchief	1 rice pounder
A quantity of salt	1 red glass
3 bottles coconut oil	1 gunny bag
1 trunk	A quantity of chillies
1 selai	1 axe
1 skirt	1 cumbili
1 chunam box	1 umbrella
1 pair silver bangles	1 handkerchief
1 cumbili	1 gunny bag
1 tin lamp	1 sarong
1 tin with 24 cigarettes	1 tin lamp
1 razor (broken)	1 lot bottles
1 sarong cloth	1 lot sticks, &c.
1 stick with iron tip	1 lot rice
1 axe	1 lot old iron, tin, &c.
2 iron hooks	11 pruning knives
1 crowbar	47 bangles
1 banian	6 bead necklets
1 penknife	2 earrings
1 handkerchief	67 rings
1 funnel	2 nose ornaments
A few pieces tea lead	4 thalies
1 packing case	3 toe ornaments

District Court,
Hatton, June 20, 1919.

H. A. BURDEN,
District Judge.

NOTICE is hereby given that the following unclaimed and confiscated articles lying in the Police Court of Matale will be sold by public auction on Monday, July 21, 1919, at 11 A.M. in the Court premises at Matale :—

1 fork	1 sweater
4 crowbars	1 wooden bed
1 axe	1 German silver waist-chain
1 mamoty	1 Japan box
1 jumper	1 pair scissors
1 leather hand bag	2 rice pounders
2 broken umbrellas	2 tennis balls
1 tin	4 tapping knives

Police Court,
Matale, June 19, 1919.

W. O. STEVENS,
Police Magistrate.

THE following superfluous articles will be sold by public auction on Wednesday, July 16, 1919, at 2 P.M., at the Civil Medical Stores, Francis road, Maradana :—

500 galvanized iron drums, 5-gallon	1 lot bottles
200 galvanized iron drums, 2-gallon	2 lots stone jars
200 galvanized iron drums, 1-gallon	1 lot hoop iron
1 lot tins	1 lot sacking
1 lot tin lining	1 lot firewood
	1 lot small stone jars
	12 drums, iron, 10-gallon

H. L. HUNT,
Acting Principal Civil Medical Officer and
Colombo, June 24, 1919. Inspector-General of Hospitals.

NOTICE is hereby given that the under-mentioned articles of clothing will be sold by public auction at the Police Headquarters at 2 P.M. on Saturday, the 28th instant :—

27 tunics, white (new)	2 tunics, serge (old)
29 trousers, white (new)	4 breeches, khaki (old)
34 tunic, white (old)	4 breeches, blue serge (old)
20 trousers, white (old)	7 shirts, khaki (old)
29 tunics, khaki (old)	35 helmets, khaki and white (old)
15 trousers, khaki (old)	
3 trousers, serge (old)	

G. S. BAKER,
for Inspector-General of Police.
Office of the Inspector-General of Police,
Colombo, June 20, 1919.

NOTICE is hereby given that the following property of long-sentenced and deceased prisoners will be sold by public auction at the Jail premises on Saturday, July 12, 1919, at 12 noon :—

50 cloths	1 cambaya
18 handkerchiefs	1 jacket
26 cloth belts	1 silver hairpin
2 leather belts	4 German silver waist-chains
36 banians	1 silk sarong
38 sarongs	6 towels
1 silk sarong	4 shirts
1 umbrella	2 silver buttons
13 coats	3 brass studs
21 shop buttons	

Galle Prison,
June 23, 1919.

V. COOMARASWAMY,
for Superintendent.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended June 21, 1919.

Births.—The total births registered in the city of Colombo in the week were 175 (1 European, 14 Burghers, 78 Sinhalese, 14 Tamils, 10 Moors, 3 Malays, and 5 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1919, viz., 281,169) was 23.2, as against 15.4 in the preceding week, 19.0 in the corresponding week of last year, and 21.5 the weekly average for last year.

Deaths.—The total deaths registered were 163 (1 European, 5 Burghers, 85 Sinhalese, 27 Tamils, 37 Moors, 5 Malays, and 3 Others). The death-rate per 1,000 per annum was 30.2, as against 38.6 in the previous week, 18.4 in the corresponding week of last year, and 26.7 the weekly average for last year.

Infantile Deaths.—Of the 163 total deaths, 25 were of infants under one year of age, as against 30 in the preceding week, 24 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 8.

Principal Causes of Death.—Thirty-seven deaths from *Pneumonia* were registered, 19 in Maradana (including 9 deaths of non-residents in hospitals), 5 in Slave Island, 3 in New Bazaar, 2 in San Sebastian, 2 in Kotahena, 2 in Kollupitiya, 2 in Wellawatta, 1 in Pettah, and 1 in St. Paul's, as against 31, 41, 52, and 29, respectively, for the four preceding weeks. The weekly average for last year was 27. Twenty-four deaths from *Influenza* were registered, 6 in St. Paul's, 6 in Kotahena, 4 in New Bazaar, 2 in Slave Island, 2 in Kollupitiya, 2 in Maradana (including a death of a non-resident in hospital), 1 in Pettah, and 1 in San Sebastian, as against 29, 41, 30, and 22, respectively, for the four preceding weeks.

2. Nine deaths from *Phthisis* were registered, 2 in St. Paul's, 2 in New Bazaar, 2 in Maradana (including a death of a non-resident in hospital), 1 in Pettah, 1 in Kotahena, and 1 in Slave Island, as against 15 in the previous week and 13 the weekly average for last year.

3. Two deaths from *Enteric Fever* were registered, 1 in New Bazaar and 1 in Maradana, as against 6 in the previous week and 4 the weekly average for last year.

4. Eleven deaths were registered from *Debility*, 8 from *Enteritis*, 7 from *Infantile Convulsions*, 4 from *Dysentery*, 3 from *Worms*, and 58 from *Other Causes*.

5. Four cases of *Chickenpox* and 2 cases of *Measles* were reported during the week, as against 4 and 1 respectively in the preceding week.

State of the Weather.—The mean temperature of air was 82.0°, against 82.5° in the preceding week and 81.1° in the corresponding week of the previous year. The mean atmospheric pressure was 29.887 in., against 29.892 in. in the preceding week and 29.893 in. in the corresponding week of the previous year. The total rainfall in the week was 1.35 in., against 0.70 in. in the preceding week and 2.83 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, June 24, 1919.

FRED. L. ANTHONISZ,
for Registrar-General.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned package having been left in Goods Shed (Maradana) beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared, it will be sold by public auction on Tuesday, July 22, 1919. Goods must be cleared on or before July 25, 1919:—

Date received.	Waybill No. and Date.	Serial No.	From Station	To Station	Consignee.	No. of Packages.
1918.						
Nov. 3	M. Beach 52, Oct. 24 1918..	—	Madras Beach	Colombo	N. S. Fernando	1 bale paper
H. M. Customs, Colombo, June 20, 1919.						F. MARSHALL, for Principal Collector.

Sale of Goods.

THE under-mentioned packages having been left in No. 16 Warehouse beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on Tuesday, July 29, 1919, at 1 P.M., Goods must be cleared on or before August 1, 1919:—

No.	From which Warehouse.	Vessel and Date of Landing.	Marks.	Number and Description of Packages.
704	Delft 1/3	.. ss. Catherine Apcar, May 1, 1919	I F H	.. 1 bag bran
706	No. 9	.. ss. Havildar, April 23, 1919	V B in a square	.. 1 parcel sugar
		do.	J. B. & Co.	.. do.
		do.	H. M. H. Jackariah	.. do.
		do.	Jamal Bros.	.. do.
		do.	Dawood Moti	.. do.
707	B 1	.. ss. City of Bristol, Oct. 23, 1918	C B Col. outside a triangle	.. 2 bales paper
		do.	C P outside a triangle	.. 2 bundles paper
708	No. 6	.. ss. Colusa, April 8, 1919	E. G. N. & Co.	.. 1 empty case (broken)
			N C in a diamond	.. 1 case merchandise
628	Nos. 11 and 12	.. ss. Kathlamba, Dec. 23, 1918	Nil	.. 1 bundle picture frame
626	Do.	.. do.	C. A. R.	.. 1 case merchandise (broken)
H. M. Customs, Colombo, June 23, 1919.				W. E. WAIT, for Principal Collector.

COPYRIGHT

Regulations dated June 2, 1919, made by the Principal Collector of Customs, with the Approval of the Governor in Executive Council, under Section 14 of the Copyright Act, 1911, as applied in this Colony by Section 3 of Ordinance No. 6 of 1919.

THE Principal Collector of Customs, in pursuance of the powers vested in him by section 14 of the Copyright Act, 1911, as applied in this Colony by section 3 of Ordinance No. 6 of 1919, hereby prescribes the following regulations, which are to be observed on and after July 1, 1919.

1. The notice in writing to be given to the Principal Collector of Customs (hereinafter referred to as the said Principal Collector) under section 14 of the Copyright Act, 1911, and section 3 (1) of Ordinance No. 6 of 1919, by the owner of the copyright in any book or other printed work in which copyright subsists under the said Act, or his agent, who is desirous that copies thereof printed or reprinted out of Ceylon shall not be imported into Ceylon, shall be in the Form No. 1 in the schedule hereto, or as near thereto as circumstances permit.

2. Any notice in regard to any book or other printed work in which copyright subsisted on June 30, 1912, which was given to and accepted by the Colonial Secretary on or before that day pursuant to section 53 of Ordinance No. 12 of 1908, shall for a period of twelve months from July 1, 1919, if the copyright so long subsists, be treated as a notice given under section 14 of the Copyright Act, 1911, as applied in this Colony by section 3 of "The Copyright (Amendment) Ordinance, No. 6 of 1919," unless the notice is withdrawn or

superseded or the said Principal Collector requires a further notice to be given.

3. The notice in writing to be given to the said Principal Collector under the said section 14 by the owner of the copyright in any work (other than a book or other printed work) in which copyright subsists under the said Act, or his agent, who is desirous that copies thereof made out of Ceylon shall not be imported into Ceylon, may be either a general notice in the Form No. 2 in the schedule hereto, or as near thereto as circumstances permit, or a special notice in the Form No. 3 in the same schedule relating to a particular importation.

4. Every notice given in pursuance of these regulations in the Form No. 1 or No. 2 in the schedule hereto shall be accompanied by a declaration in the Form No. 4 in the same schedule.

5. Before any article which appears or is alleged to be a copy of a work to which a notice applies is detained, or any further proceedings with a view to the forfeiture thereof under the law relating to the Customs are taken, the person who signed the notice, whether as owner or agent, shall, if required so to do, give to the said Principal Collector in writing such further information and evidence, verified if so required by a declaration, as he considers necessary to satisfy him that the article in question is liable to detention and forfeiture.

6. In the case of any detention in consequence of a notice in the Form No. 3 given to the said Principal Collector the person who signed the notice, whether as owner or agent, must, if so required, deposit with the Principal Collector of Customs or other Chief Officer of Customs at the port or place of detention, a sum of money sufficient in the opinion of that officer to cover any expense which may be

incurred in the examination required by reason of his notice of the goods detained, and if upon the examination of the goods the said Principal Collector or other Chief Officer is satisfied that there is no ground for their detention, they will be delivered.

7. If any goods are placed under detention in consequence of any notice given in pursuance of these regulations the said Principal Collector may require the person who signed the notice to give an undertaking in writing to reimburse them all expenses and damages incurred in respect of the detention, and of any proceedings for forfeiture subsequently taken, if such an undertaking has not already been given, and may also require him, within four days after the detention, to enter into a bond with two approved sureties, in such form and for such amount as the said Principal Collector may require.

8. Any deposit of money previously made will be returned on the completion of the bond.

9. In these regulations—

“Owner of the copyright” has the same meaning as in section 14 of the Copyright Act, 1911.

“Book or other printed work” means every part or division of a book, pamphlet, sheet of letterpress, sheet of music, map, plan, chart, or table separately published.

10. If notice be given by the owner to the Commissioners of Customs and Excise of the United Kingdom in accordance with the regulations made by them under section 14 of the Copyright Act, 1911 (1 and 2 Geo. 5, c. 46), and if such notice be duly communicated by them to the Principal Collector of Customs in Ceylon, such notice shall be deemed to have been given by the owner to the said Principal Collector under these regulations, and these regulations, *mutatis mutandis*, shall be of full force and virtue with reference to such notice as if such notice had been given to the Principal Collector of Customs under these regulations.

R. N. THAINE,

Acting Principal Collector of Customs.

Dated at Colombo, this 2nd day of June, 1919.

SCHEDULE.

Form No. 1.—Notice relating to Copyright Books and other Printed Works.

To the Principal Collector of Customs, Colombo.

I, _____, of _____, hereby give you notice that copyright in the original work* mentioned in the schedule hereto now subsists under the Copyright Ordinance, No. 20 of 1912, and Copyright (Amendment) Ordinance, No. 6 of 1919, and that † _____ the owner of the copyright in the said work*, and that ‡ _____ desirous that copies of the said work* printed or reprinted out of Ceylon shall not be imported into Ceylon.

Dated this _____ day of _____, 19____.

(Signature) _____,

§ _____.

Schedule.

Title of book: || _____.

Description of printed work, if not a book: _____.

Full name of author or authors: _____.

Whether author or authors alive; if not, date of death: _____.

When and where ¶ book or printed work first published: _____.

(Note.—Where advantage has been taken of the provisions of the Copyright Ordinance, No. 20 of 1912, as to simultaneous publication, the date and place stated should be those which entitle the work to copyright in Ceylon.)

* or works.

† If notice is given by the owner, insert “I am”; if given by an agent, insert name of owner and the word “is.”

‡ “I am” or “he is.”

§ If an agent, insert “Agent of Owner.”

¶ The notice may apply to a number of books or printed works, in which case the particulars in the schedule must be given as respects each book or printed work.

¶ If it is sufficient to state the country of first publication.

Form No. 2.—Notice relating to Copyright Works other than Books or other Printed Works.

To the Principal Collector of Customs, Colombo.

I, _____, of _____, hereby give you notice that copyright in the original work mentioned in the schedule hereto now

subsists under the Copyright Ordinance, No. 20 of 1912, and Copyright (Amendment) Ordinance, No. 6 of 1919, and that* _____ the owner of the copyright in the said work, and that † _____ desirous that copies of the said work made out of Ceylon shall not be imported into Ceylon.

Dated the _____ day of _____, 19____.

(Signature) _____,

Schedule.

Title of work (if any): _____.

Full description of work: _____.

Initials or marks (if any) usually placed on copies of work: _____.

Full name of author or authors: _____.

Whether author or authors alive; if not, date of death: _____.

When and where § work first published: _____.

(Note.—Where advantage has been taken of the provisions of the Copyright Ordinance, No. 20 of 1912, as to simultaneous publication, the date and place stated should be those which entitle the work to copyright in Ceylon.)

¶ If work not published: _____.

Whether author is a British subject or not: _____.

If not a British subject, name of country in which author was resident or domiciled at date of making of the work: _____.

In the case of photographs, phonographic records, and music rolls, date of making the original negative or original plate: _____.

* If notice is given by the owner, insert “I am”; if given by an agent, insert name of owner and the word “is.”

† “I am” or “he is.”

‡ If an agent, insert “Agent of Owner.”

§ It is sufficient to state the country of first publication.

Form No. 3.—Notice relating to a Particular Importation. To the Principal Collector of Customs, Colombo.

I, _____, of _____, hereby give you notice that I am the owner* of the copyright in a certain original work as to which copyright now subsists under the Copyright Ordinance, No. 20 of 1912, and Copyright (Amendment) Ordinance, No. 6 of 1919, and that the under-mentioned goods, that is to say, † _____, are about to be imported into the port or sub-port of _____, on or about the _____ day of _____, next, in the ‡ _____, from _____.

That such goods are liable to detention and forfeiture as being § _____. And I request that the said goods may be detained and dealt with accordingly; and I hereby undertake to reimburse the Principal Collector of Customs all expenses and damages to be incurred in respect of the detention, and of any proceedings for forfeiture which may be subsequently taken.

Dated this _____ day of _____, 19____.

(Signature) _____,

|| _____.

* or agent for the owner.

† Describe the goods, number of packages, marks used, and any other particulars necessary for their identification.

‡ Describe the ship, and give name or indication.

§ State if the goods are copies of the original work made out of Ceylon, or how otherwise the goods are liable to detention and forfeiture.

|| If an agent, insert “Agent of Owner.”

Form No. 4.—Declaration.

I, _____, of _____, do solemnly and sincerely affirm and declare that the contents of the notice hereto annexed are true, and I make this solemn declaration conscientiously believing the same to be true.

Declared by the above-named _____ at _____, this _____ day of _____, 19____, before me,

Justice of the Peace.

Importation of Rice into the Ports of Ceylon during the Week ended June 21, 1919.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Calcutta	1,907
Do.	Rangoon	10,066
Do.	Tuticorin	26,963
Total		38,936

123 bags of rice were shipped during the week ended June 21, 1919.

H. M. Customs,
Colombo, June 24, 1919.

W. E. WAIT,
for Principal Collector.

Sale of Minor Forest Produce.

THE right to collect the forest produce specified in the appended schedule during the period commencing on October 1, 1919, and ending on September 30, 1920, from the Crown lands situated in the districts specified will be sold by public auction by the Assistant Conservator of Forests of the respective Divisions on the dates and at the places mentioned in the said schedule. The right in respect of the several products may be sold separately or collectively at the discretion of the Assistant Conservator of Forests.

2. The right to collect the produce hereby offered for competition shall be exclusive of such privileges as villagers have acquired under the provisions of the Forest Ordinance or by usage for their domestic or village requirements.

3. The highest bidder will be declared the purchaser, subject to the approval of the Conservator of Forests, and shall immediately on his being so declared deposit the necessary amounts as hereunder and sign his name in the register of sale in admission of such purchase:—

Bids up to Rs. 100.

The amount of the bid in full and security Rs. 20 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests.

Bids over Rs. 100 and up to Rs. 500.

50 per cent. of the bid and security Rs. 50 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests. Balance to be paid within 14 days of the approval of sale by the Conservator of Forests.

Bids over Rs. 500 and up to Rs. 1,000.

50 per cent. of the bid and security of Rs. 75 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests. Balance to be paid regularly in two monthly instalments within two months of the date of approval of the sale by the Conservator of Forests.

Bids over Rs. 1,000.

50 per cent. of the bid and security Rs. 160 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests. Balance to be paid regularly in three monthly instalments within three months of the date of approval of the sale by the Conservator of Forests.

4. Should the required deposit not be made immediately on conclusion of the sale, the right to collect the produce will be at once offered again to public competition, and the person who failed in the first instance to make the required deposit will not be allowed to bid unless he deposits in advance a sum of Rs. 50, which will be forfeited if he again refuses to make the required deposit on acceptance of his bid.

5. The balance of the purchase amount, if any, shall be paid as specified in condition 3.

6. Should the person decline or fail to enter into an agreement within ten days of receiving notice in writing from the Assistant Conservator of Forests of the respective Divisions to the effect that his bid has been accepted by the Conservator of Forests or to pay the balance of the purchase amount when due, the deposits already made on account of the purchase and the security shall be forfeited, and the right to collect the produce in question re-sold at the risk of the original purchaser, who shall be held liable to make good any deficiency in the price realized at such re-sale, but on the other hand he shall not be entitled to participate in any profit which may accrue to the Government by any re-sale.

7. The right to collect the produce in question shall not be assigned, re-sold, or sublet by the purchaser without the consent of the Conservator of Forests first obtained in writing.

8. Should the purchaser or his employés cause any damage to trees in the forests or commit any forest offence, the purchaser shall be held liable to pay compensation for all such damage or loss, and on failure to pay he shall be liable to prosecution.

9. The Government reserves to itself the right, without question, of rejecting the purchaser's employés, and of rescinding the agreement if the above conditions are not adhered to.

10. For any further information, and for inspection of the draft agreements, application should be made at the Office of the Assistant Conservator of Forests of the respective divisions in which the forests are situated.

SCHEDULE.**(1) Jaffna Division.**

Area for exploitation: (1) The Northern Province.

Produce: (a) Avarai or ponnavam bark (ranawara).

(b) Divul fruits (woodapple).

(c) Kanchurankottai or Godakaduru seeds (strychnos nux vomica).

(d) Pillaikathala' leaves.

Sale: At the Divisional Forest Office, Jaffna, at 10 A.M., on Monday, July 21, 1919.

Area for exploitation: (2) The Revenue District of Mullaivittivu.

Produce: Honey and beeswax.

Sale: At the Forest Ranger's Office, Vavuniya, at 3 P.M., on Wednesday, July 23, 1919.

Area for exploitation: (3) The Revenue District of Mannar.

Produce: Honey and beeswax.

Sale: At the Resthouse, Mannar, at 3 P.M., on Friday, July 25, 1919.

(2) Anuradhapura Division.

Area for exploitation: The North-Central Province, exclusive of the Wilpotuwewa Game Sanctuary and the Issenbessewewa Forest Reserve.

Produce: (a) Binkohomba.

(b) Kanchurankottai or godakaduru seeds (strychnos nux vomica).

(c) Mi seeds.

(d) Honey and beeswax.

(e) Pay-pudal (dummella).

(f) Divul fruits (woodapple).

Sale: At the Divisional Forest Office, Anuradhapura, at 10 A.M., on Monday, July 28, 1919.

(3) Kurunegala Division.

Area for exploitation: (1) The Revenue District of Kurunegala.

Produce: (a) Mi seeds.

(b) Kanchurankottai or godakaduru seeds (strychnos nux vomica).

(c) Ehela bark.

(d) Honey and beeswax.

(e) Divul fruits (woodapple).

(f) Karipincha leaves.

(g) Binkohomba.

(h) Pay-pudal (dummella).

(i) Galsiyambala fruits.

Sale: At the Divisional Forest Office, Kurunegala, at 10 A.M., on Saturday, July 26, 1919.

Area for exploitation: (2) The Revenue District of Puttalam, exclusive of the Wilpotuwewa Game Sanctuary.

Produce: (a) Kandalpattai (mangrove bark).

(b) Binkohomba.

(c) Honey and beeswax.

(d) Kanchurankottai or godakaduru seeds (strychnos nux vomica).

(e) Divul fruits.

(f) Mi seeds.

(g) Mora fruits.

Sale: At the Forester's Office, Puttalam, at 10 A.M., on Tuesday, July 29, 1919.

Area for exploitation: (3) The Revenue District of Chilaw.

Produce: (a) Kandalpattai (mangrove bark).

(b) Kanchurankottai or godakaduru seeds (strychnos nux vomica).

(c) Ehela bark.

(d) Margosa seeds.

(e) Honey and beeswax.

(f) Divul fruits.

(g) Mora fruits.
 (h) Karapincha leaves.
Sale : At the Forest Ranger's Office, Chilaw, at 10 A.M. on Thursday, July 31, 1919.

(4) Colombo Division.

Area for exploitation : The Province of Sabaragamuwa.
Produce : (a) Honey and beeswax.
 (b) Binkohomba.
 (c) Gallnuts (aralu or kadukkai).
 (d) Godakaduru seeds (strychnos nux vomica).
 (e) Kitul fibre.
Sale : At the Divisional Forest Office, Ratnapura, at 10 A.M., on Monday, July 28, 1919.
Area for exploitation : The Western Province.
Produce : Karapincha leaves.
 (b) Godakaduru seeds (strychnos nux vomica).
 (c) Mora fruits.
 (d) Kitul fibre.
Sale : At the Sub-Divisional Forest Officer's Office, Colombo, at 10 A.M., on Saturday, August 2, 1919.

(5) Nuwara Eliya Division.

Area for exploitation : (1) The Matale Revenue District and Uda Dumbara in the Revenue District of Kandy.
Produce : (a) Avarai or ponnavaaram bark (ranawara).
 (b) Binkohomba.
 (c) Honey and beeswax.
 (d) Mora fruits.
 (e) Gallnuts (aralu and bulu).
 (f) Godakaduru seeds (strychnos nux vomica).
Sale : At the Forest Ranger's Office, Matale, at 10 A.M., on Tuesday, July 29, 1919.
Area for exploitation : (2) Walapone and Uda Hewaheta.
Produce : (a) Binkohomba.
 (b) Mora fruits.
 (c) Gallnuts (aralu and bulu).
 (d) Godakaduru seeds (strychnos nux vomica).
Sale : At the Public Works Department Bungalow, Rikiligasgoda near the 20th mile, at 2 P.M., on Thursday, July 31, 1919.

Batticaloa Division.

Area for exploitation : (1) The Revenue District of Batticaloa.
Produce : (a) Avarai or ponnavaaram bark (ranawara).
 (b) Vempadampattai or vempadam bark.
 (c) Kandalpattai (mangrove bark).
 (d) Pay-pudal.
 (e) Gallnuts (aralu or kadukkai).
 (f) Kanchurankottai or godakaduru seeds (strychnos nux vomica).
 (g) Mora fruits.
 (h) Vilankai (woodapple).
 (i) Honey and beeswax.
 (j) Binkohomba (nilavempu).
Sale : At the Divisional Forest Office, Batticaloa, at 10 A.M., on Tuesday, July 29, 1919.
Area for exploitation : (2) The Revenue District of Trincomalee, exclusive of Kanthalai Reserve.
Produce : Avarai or ponnavaaram bark (ranawara).
 (b) Vempadampattai or vempadam bark.
 (c) Kandalpattai (mangrove bark).
 (d) Pay-pudal.
 (e) Kanchurankottai or godakaduru seeds (strychnos nux vomica).
 (f) Mora fruits.
 (g) Vilankai (woodapple).
 (h) Honey and beeswax.
 (i) Binkohomba (nilavempu).
 (j) Gallnuts (aralu or kadukkai).
Sale : At the Sub-Divisional Forest Office, Trincomalee, at 10 A.M., on Tuesday, July 22, 1919.

(7) Galle Division.

Area for exploitation : (1) The Revenue District of Hambantota, exclusive of the Yale Game Sanctuary and the Resident Sportsmen's Reserve.
Produce : (a) Avarai or ponnavaaram bark (ranawara).
 (b) Divul fruits.
 (c) Godakaduru seeds (strychnos nux vomica).

(d) Honey and beeswax.

Sale : At the Forest Ranger's Office, Hambantota, at 10 A.M., on Tuesday, July 29, 1919.

Area for exploitation : (2) The Morawak korale of Matara District.

Produce : Honey and beeswax.

Sale : At the Forest Ranger's Office, Pittabeddara, at 10 A.M., on Saturday, August 2, 1919.

Area for exploitation : (3) The Hinidum pattu of the Galle District.

Produce : Kitul trees.

Sale : At the Udugama Resthouse, at 10 A.M., on Tuesday, August 5, 1919.

Area for exploitation : (4) Kottowa Kombala forest in the Galle District.

Produce : Kitul trees.

Sale : At the Kottowa Resthouse, at 10 A.M., on Wednesday, August 6, 1919.

(8) Uva Division.

Area for exploitation : The Province of Uva.

Produce : (a) Avarai or ponnavaaram bark (ranawara).

(b) Binkohomba.

(c) Kanchurankottai or godakaduru seeds (strychnos nux vomica).

(d) Gallnuts (aralu or kadukkai).

(e) Mi seeds.

(f) Honey and beeswax.

Sale : At the Forest Ranger's Office, Badulla, at 10 A.M., on Saturday, July 26, 1919.

J. D. SARGENT,
 Acting Conservator of Forests.

Office of the Conservator of Forests,
 Kandy, June 24, 1919.

To Licensed Surveyors and Levellers.

TENDERS for extensive surveys and levels in the Panadura and Kalutara Districts will be received by the Provincial Engineer, Western Province, Colombo, up to 12 noon on Tuesday, July 15, 1919.

For full particulars please apply in person at the Office of the Provincial Engineer, Colombo, between the usual office hours.

Public Works Office, R. G. BARTHOLOMEW,
 Colombo, June 23, 1919. for Director of Public Works.

Closure of Area for Application Surveys in Northern Province.
 NOTICE is hereby given that surveys in connection with applications for the purchase or lease of Crown land will in future be undertaken in the Northern Province in rotation according to areas.

2. The Province is divided into three areas:—

Area No. 1, which includes Jaffna District.

Area No. 2, which includes Mannar District.

Area No. 3, which includes Mullaittivu District.

3. Area No. 3 will be closed on July 15, 1919, and no applications within this area will be forwarded to the Surveyor-General for survey after that date. This, however, will not preclude applicants from submitting to me for registration applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

4. The next area to be closed for survey will be area No. 1, followed in due course by area No. 2. Applications for the purchase or lease of Crown land in these two areas should be forwarded to me as early as possible.

5. The date of closure of No. 1 area will be shortly published, and will represent the date of completion of all work in area No. 3.

June 18, 1919.

H. E. JANSZ,
 for Government Agent.

School of Tropical Agriculture, Peradeniya.

ON the results of the re-examination commencing June 2, 1919, the School Certificate has been awarded to—

Pass—Sampathwaduge Charles Fernando.

June 24, 1919.

F. A. STOCKDALE,
 Director of Agriculture.

I NSTRUCTIONS in regard to the documents required to be filed with the Registrar of Joint Stock Companies under paragraphs (a), (b), and (c) of section 111 (1) of "The Joint Stock Companies Ordinance, 1861," as amended by Ordinance No. 7 of 1918:—

1. *Document required under Paragraph (a).*—(1) Where the company is one incorporated in the United Kingdom or any other part of the British Dominions, the document required under this paragraph must be certified as a true copy of the original—

- (i.) By the Registrar of Joint Stock Companies of the place where the company was incorporated; or
- (ii.) By a notary public or other officer authorized by law to certify documents; or
- (iii.) By the Secretary or a Director of the company, provided that such secretary signs his own personal name, and not the name of a firm or corporation. The signature of the Director or Secretary should be witnessed by a notary public, or by two other responsible persons.

(2) Where the company is one incorporated *outside* the British Dominions, the document must be certified as a true copy or correct translation of the original, as the case may be—

- (i.) By the British Consul of the place where the company was incorporated or of the place where the company's registered office is situated; or
- (ii.) By a notary public duly authorized to practise as such by the Government of any part of the British Dominions; or
- (iii.) By any other officer authorized by the law of any part of the British Dominions to certify documents.

The word "consul," in sub-paragraph (i.) above includes ambassador, envoy, minister, chargé d'affaires, secretary of embassy, or legation, consul-general, vice-consul, acting consul, proconsul and consular agent, acting consul-general, acting vice-consul, and acting consular agent.

Note 1.—The person certifying the document should insert in his certificate the date and the place of his signing such certificate in addition to the capacity in which he certifies the document.

Note 2.—It is open, however, to the Registrar to require or accept such other certificate as he may consider necessary or adequate in any special case.

Note 3.—Where the original document is not in the English language, a certified copy of it in the language in which it is written should be filed in addition to a translation of it into English certified as correct.

2. *Document required under Paragraph (b).*—(1) In the list of Directors required under this paragraph the term "nationality" means the State of which one is the subject and not the race or faith to which one belongs. Thus in the case of all British subjects the nationality should be stated as "British," and not "English," "Irish," "Parsee," "Hindu," &c.

(2) The list must bear the legibly written signature of a person authorized for purposes of section 111 (1) (c) of the Ordinance or of some other person in Ceylon duly authorized by the company. He should add also the date and the place of his signing the list and the capacity in which he signs it, e.g., "Director of the company," "Secretary of the company," "duly authorized agent," &c. (See note under the next item.)

3. *Document required under Paragraph (c).*—(1) The document required under this paragraph must give the names and addresses of some one or more individual persons resident in Ceylon. The name of a corporation or of a firm is not admissible.

(2) The document must bear the legibly written signature of a person authorized for purposes of section 111 (1) (c) of the Ordinance or of some other person in Ceylon duly authorized by the company. He should also add the date and the place of his signing the document and the capacity in which he signs it, e.g., "Director of the company," "Secretary of the company," "duly authorized agent," &c.

Note.—A special form for furnishing the documents required under paragraphs (b) and (c) has been printed, specimen copies of which may be obtained at this office.

4. In the event of any alteration in any of the above-mentioned documents, the notice required by section 111 (1)

of the Ordinance to be filed with the Registrar should be given in one or other of the following forms:—

(a) Notice of Alteration in the Charter, Memorandum, or other Instrument.

To the Registrar of Joint Stock Companies, Colombo.

Pursuant to section 111 (1) of "The Joint Stock Companies Ordinance, 1861" (as amended by Ordinance No. 7 of 1918), _____, * incorporated in _____, † and having a place of business at _____ ‡ in Ceylon, hereby gives notice of the following alteration made by _____ § on the _____ day of _____, 19____, in the _____ || of the company.

[Here specify the alteration (quoting reference to page, clause, section, or paragraph of the charter, statutes, memorandum, articles, or other instrument), e.g., "The name of the company was altered to _____." "The capital of the company was increased by the addition of £ _____," or as the case may be.]

Dated at _____, this _____ day of _____, 19____.

Legibly written signature and capacity of a person authorized for purposes of section 111 (1) (c) of the Ordinance, or of some other person in Ceylon duly authorized by the company } :—

* Insert name of company. † Insert name of country. ‡ Insert place. § Insert "Act of Parliament," "Special Resolution," "Deed No. _____ dated _____, attested by _____, notary public of _____," or as the case may be. || Insert "Charter," "Statutes," "Memorandum," "Articles," or as the case may be.

(b) Notice of Alteration in the Directors.

To the Registrar of Joint Stock Companies, Colombo.

Pursuant to section 111 (1) of "The Joint Stock Companies Ordinance, 1861" (as amended by Ordinance No. 7 of 1918), _____, * incorporated in _____, † and having a place of business at _____ ‡ in Ceylon, hereby gives notice of an alteration made on the _____ day of _____, 19____, in the Directors of the company.

[Here state shortly the alteration.]

2. The following is the full list of the present Directors as amended:—

(The present Name.	Address in full.	Occupation.	(The present Nationality.	Any former Name.	Nationality of Origin, if other than the present Nationality.	Remarks (if any)

Dated at _____, this _____ day of _____, 19____.

Legibly written signature and capacity of a person authorized for purposes of section 111 (1) (c) of the Ordinance, or of some other person in Ceylon duly authorized by the company } :—

* Insert name of company. † Insert name of country. ‡ Insert place.

(c) Notice of Alteration in the Names or Addresses of Persons authorized to accept Service of Process and any Notices.

To the Registrar of Joint Stock Companies, Colombo.

Pursuant to section 111 (1) of "The Joint Stock Companies Ordinance, 1861" (as amended by the Ordinance No. 7 of 1918), _____, * incorporated in _____, † and having a place of business at _____ ‡ in Ceylon, hereby gives notice of an alteration made on the _____ day of _____, 19____, in the names and addresses of persons resident in Ceylon and authorized to accept service of process, &c.

[Here state alteration shortly.]

2. The following is the full list as amended of names and addresses of persons resident in Ceylon and authorized to accept on behalf of the company service of process and any notices required by law to be served on the company:—

Name.	Address in full.

Dated at _____, this _____ day of _____, 19____.

Legibly written signature and capacity of a person authorized for purposes of section 111 (1) (c) of the Ordinance, or of some other person in Ceylon duly authorized by the company } :—

* Insert name of company. † Insert name of country. ‡ Insert place.

5. The fee for registering the documents, viz., Rs. 5 for each, should be paid by means of uncanceled stamps affixed to the documents.

6. Documents required by paragraphs (b) and (c) and notices of alterations should be furnished on paper of foolscap size allowing sufficient binding margin.

W. L. KINDERSLEY,
Registrar of Joint Stock Companies.

Registrar-General's Office,
Colombo, June 11, 1919.

LOCAL BOARD NOTICES.

Notice of Sale, Local Board, Kalutara.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Welapura Kalutara, which have been seized under section 34 of Ordinance No. 13 of 1898, and section 41 of the Ordinance No. 16 of 1865, for default of the payment of assessment tax due for the 1st quarter, 1919, will be sold by public auction at the premises on Friday, July 4, 1919, and following days, commencing at 10 A.M.

The Kacheheri, B. BELLETH,
Kalutara, June 18, 1919. for Assistant Government Agent.

Main street.

No.	Name of Owner.	Name of Land.
30½	.. N. D. Adirian Weediyawatta
90	.. C. M. Junus Lebbe	.. Botuparangiawatta
111½, 113	M. O. L. Cader Saibu	.. Paraviyawatta
211	.. W. P. Kaithan Perera	.. Madangahawatta
221	.. W. B. A. Fernando & Bros.	.. do.
228	.. K. K. Thomas Silva	.. Saralathwatta
249	.. C. S. P. Jusey Silva	.. Madangahawatta
307	.. M. Abilinu Fernando	.. Oroppuwawatta
317	.. B. Pillippu Fernando	.. do.
347, 348	M. H. Pilochiya	.. Katukurundagahawatta
371½	.. T. H. Fernando	.. Madangahawatta
379	.. K. P. Mathes Pulle	.. do.
385	.. Cader Pilippu Jasamy	.. Jasentuwawatta
393½	.. M. B. Segu Ismail Lebbe	.. Badullagahawatta
502	.. Segu Lebbe	.. Bogahawatta
603	.. S. L. Wappu Marikkar	.. Barandaragewatta
606A	.. Do.	.. do.
273B	M. Maria Fernando	.. Koswatta
273C	.. L. Anthonis Fernando	.. do.

Old road.

No.	Name of Owner.	Name of Land.
6	.. F. P. Scharanguivel	.. Duwewatta
81A	.. Disanona, widow of T. D. Silva	.. Belahalugewatta
132	.. G. D. Mathes Arachchi	.. Totawatta
171	.. G. Domba	.. Medagederawatta
198A	.. T. Arnolishamy	.. Ukwattagewatta
257½	.. Mader Saibu Modamadu Ali	.. Beruwakandewatta
279	.. K. Asan Bawa	.. Palliyawatta
338	.. S. L. Wappu Marikkar	.. Maragahawatta
350B	.. S. L. M. Meera Lebbe	.. Gorakagahawatta
398A, 394A	O. L. Oduma Lebbe Ismail	.. Duwawatta
408B	.. N. L. M. Mohamad Saripdum	.. Delgahawatta
427	.. L. W. Juwan Naide	.. Gorakagahawatta

No.	Name of Owner.	Name of Land.
436A	.. Rathnaweera-arachige Puransina	Koongahawatta
469	.. K. L. Bawa Lebbe	.. Panikkiyawatta
465	.. A. L. M. Abdul Wahid	.. Lindamulawatta
508, 509	L. B. Gabo Naide	.. Botuparangiawatta
523	.. B. Podihamy	.. Paraviyawatta
560	.. B. D. Silva	.. Kuruduwatta
567	.. D. Juwan Fernando	.. Elabodadelgahawatta
<i>Hospital street.</i>		
6A	.. S. L. Lewana Marikkar	.. Setuwawatta
<i>Chapel street.</i>		
5	.. N. Don Adirian	.. Kandewatta
<i>Hill street.</i>		
19A	.. P. Sinna Lebbe	.. Andiyawatta
<i>Katukurunda.</i>		
7	.. P. Fonseka	.. Mawathabodawatta
17A	.. G. H. Thegirisshamane	.. Pattiyawatta
22	.. S. Maria Silva	.. Mawathabodasiyambalagahawatta
28	.. S. M. Meraya Silva	.. Koswatta
70	.. A. Juwan Silva	.. Thotiyawatta
73	.. C. S. P. Anthoni Silva	.. do.
81B	.. S. Don Marsel Appu	.. Mudillagahawatta
98	.. B. D. Marsel	.. do.

Notice of Sale.

NOTICE is hereby given that the houses and gardens at Matara, mentioned in the annexed schedule, having been seized for default in payment of Police and Local Board rates for 4th quarter, 1918, will be sold by public auction on July 10, 1919, at the Matara Kachcheri, at 10 A.M., in conformity with the Local Board Ordinance, No. 19 of 1915, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale are duly paid.

Further particulars can be obtained from the Matara Kachcheri.

Matara Kachcheri, T. REID,
June 23, 1919. Assistant Government Agent.

SCHEDULE.

Assessment Nos. 516, 685, 720, 741, 789, and 890, Northern Ward.

ROAD COMMITTEE NOTICES.

Alawatugoda-Ancoombra Estate Cart Road.

(Maintenance, 1918-19.)

NOTICE is hereby given that the report of the Local Committee having been received, and an estimate amounting to Rs. 5,958 having been approved for the maintenance of the above road for the year ending September 30, 1919, the Provincial Road Committee, in accordance with the provisions of sections 24 and 19 of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each of the following estates to make up the contribution:—

1st section, 26 chains.

Cost, Rs. 282.68.

Total acreage, 2,747—Sectional rate, 1029c.—Total rate, 1029c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Heirs of Alex. Stevenson (Mackwood & Co., Agents; W. D. Stevenson, Superintendent)	.. Craingilt	.. 323	.. 33 23
Syston Estate Co. (George Steuagt & Co., Agents; R. de V. Godfray, Superintendent)	.. Syston	.. 169	.. 17 39

1st and 2nd sections, 106 chains or 1 mile and 26 chains.

Cost of section 2 (1 mile), Rs. 869.78.

Total acreage, 2,255—Sectional rate, 3857c.—Total rate, 4886c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
J. A. Macalister (Aitken, Spence & Co., Agents; J. Taylor, Superintendent)	.. Barton	.. 85	.. 41 53

1st to 3rd section, 146 chains or 1 mile and 66 chains.

Cost of section 3 (40 chains), Rs. 434.89.

Total acreage, 2,170—Sectional rate, 2004c.—Total rate, 6890c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Syston Estate Company (George Steuagt & Co., Agents; R. de V. Godfray, Superintendent)	.. Syston	.. 173	.. 119 21

1st to 4th section, 186 chains or 2 miles and 26 chains.

Cost of section 4 (40 chains), Rs. 434.89.

Total acreage, 1,997—Sectional rate, 2177c.—Total rate, 9067c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
H. L. Cameron and B. H. Jenkyns (George Steuagt & Co., Agents; J. Taylor, Superintendent)	.. Velane	.. 187	.. 169 57

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Heirs of B. H. Jenkyns (George Steuart & Co., Agents; W. H. L. Came- ron, Superintendent) ..	Wallsend ..	83 ..	75 27
1st to 5th section, 264 chains or 3 miles and 24 chains Cost of section 5 (78 chains), Rs. 848·03. Total acreage, 1,727—Sectional rate, ·4910c.—Total rate, Re. 1·3977c.			
E. H. Wijenayake ..	Wijenayake's estate ..	70 ..	97 85
1st to 6th section, 344 chains or 4 miles and 24 chains. Cost of section 6 (1 mile), Rs 869·78. Total acreage, 1,657—Sectional rate, ·5249c.—Total rate, Re. 1·9226c			
Kandyan Hills Co., Ltd, (Carson & Co., Ltd., Agents; J. Taylor, Superintendent) ..	Pansalatenna	219 ..	421 9
1st to 9th section, 548 chains or 6 miles and 68 chains. Cost of sections, 7, 8, and 9 (204 chains or 2 miles and 44 chains), Rs 2,217·95c Total acreage, 1,438—Sectional rate, Re. 1·5423—Total rate, Rs. 3·4649c			
Kandyan Rubber and Tea Estates, Ltd. (Webster Automatic Packetting Factory, Ltd., Agents; H. Orloff Combe, Super- intendent) ..	Ancoombra Group ..	806 ..	2,792 89
Doolgalla (Ceylon) Rubber Estates, Ltd. (Aitken, Spence & Co., Agents; A. C. Morgan, Superin- tendent) ..	Parawatta ..	384 ..	1,330 61
Mrs. P. B. Nugawela ..	Nova Zembla	66 ..	228 70
Veppitigalla Rubber Es- tates, Ltd. (A. Nixon Irving) ..	Nargolla ..	182 ..	630 66
			5,958 0

Which sums the proprietors, managers, or agents of the several estates are required to pay to H. Orloff Combe, Esq., Chairman, Local Committee (Ancoombra Group, Matale), on or before July 10, 1919.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, June 24, 1919 Chairman.

Alawatugoda-Ancoombra Estate Cart Road. (Improvements.)

NOTICE is hereby given that the report of the Local Committee having been received, and an estimate amounting to Rs. 3,445 having been approved for the improvement of the above road, the Provincial Road Committee, in accordance with the provisions of sections 24 and 19 of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each of the following estates to make up the contribution:—

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Heirs of Alex. Stevenson (Mackwood & Co., Agents; W. D. Steven- son, Superintendent) ..	Craingilt ..	323 ..	—
Syston Estate Company (George Steuart & Co., Agents; R. de V. God- fray, Superintendent) ..	Syston ..	169 ..	—

1st to 3rd section, 106 chains or 1 mile and 26 chains.
Cost of sections 2 and 3 (1 mile), Rs. 662.
Total acreage, 2,355—Sectional rate, ·2935c.—Total
rate, ·2935c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
J. A. Macalister (Aitken, Spence & Co., Agents; J. Taylor, Superinten- dent) ..	Barton ..	85 ..	24 96
1st to 4th section, 146 chains or 1 mile and 66 chains. Cost of section 4 (½ mile), Rs. 150. Total acreage, 2,170—Sectional rate, ·0691c.—Total rate, ·3626c.			
Syston Estate Company (George Steuart & Co., Agents; R. de V. God- fray, Superintendent) ..	Syston ..	173 ..	62 75
1st to 5th section, 186 chains or 2 miles and 26 chains. Cost of section 5 (½ mile), Rs. 2,000. Total acreage, 1,997—Sectional rate, Re. 1·0015c.—Total rate, Re. 1·3641c.			
H. I. Cameron and B. H. Jenkyns (George Steuart & Co., Agents; J. Tay- lor, Superintendent) ..	Velane ..	187 ..	255 11
Heirs of B. H. Jenkyns (George Steuart & Co., Agents; W. H. L. Cam- eron, Superintendent) ..	Wallsend ..	83 ..	113 23
1st to 7th section, 264 chains or 3 miles and 24 chains. Cost of sections 6 and 7 (78 chains), Rs. 633. Total acreage, 1,727—Sectional rate, ·3665c.—Total rate, Re. 1·7306c.			
E. H. Wijenayake ..	Wijenayake's Estate ..	70 ..	121 15
Kandyan Hills Co., Ltd. (Carson & Co., Ltd., Agents; J. Taylor, Super- intendent) ..	Pansalatenna	219 ..	379 3
Kandy Rubber and Tea Estates, Ltd. (Webster Automatic Packetting Factory, Ltd., Agents; H. Orloff Combe, Super- intendent) ..	Ancoombra Group ..	806 ..	1,394 96
Doolgalla (Ceylon) Rubber Estates, Ltd. (Aitken, Spence & Co., Agents; A. C. Morgan, Superin- tendent) ..	Parawatta ..	66 ..	114 23
Mrs. P. B. Nugawela ..	Nova Zembla	384 ..	664 59
Keppitigalla Rubber Es- tates, Ltd. (A. Nixon Irving) ..	Nargolla ..	182 ..	314 99
			3,445 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to H. Orloff Combe, Esq., Chairman, Local Committee (Ancoombra Group, Matale), on or before July 10, 1919.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, June 24, 1919. Chairman.

Kadugannawa-Paranapattiya Estate Cart Road.

NOTICE is hereby given that, in terms of section 5 of the Estate Roads Ordinance, No. 12 of 1902, application having been made to include Gona Adika estate belonging to Mr. R. Foster in the district in which the above road is situated, the Provincial Road Committee will on Saturday, July 12, 1919, at 11.30 A.M., at their office in Kandy, proceed to hear objections and to re-define the limits of the district to include the said estate for assessment.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, June 24, 1919. Chairman.

Kadugannawa-Paranapattiya Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, July 12, 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 contribution .. Rs. 1,000.00
Private contributions .. Rs. 2,446.59

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
J. S. de Silva ..	Bellongalla ..	407
1st and 2nd sections, 2 miles.		
N. D. J. de Silva ..	St. Helens ..	125
Edwin C. de Silva ..	Nuga Ella ..	81
1st to 3rd section, 3 miles.		
Mrs. Venkataswami ..	Mercantile ..	114
D. C. de Silva ..	Sardikka ..	84
M. B. Panabokka ..	Medrup ..	109
1st to 4th section, 4 miles.		
E. H. de Silva ..	Paranapitiya ..	22
Winby & Co., Ltd. ..	Winby ..	1,003
1st to 6th section, 5½ miles.		
H. S. Stevens ..	Alpitikanda ..	570
R. Foster ..	Gona Adika ..	1,059
O. B. Wijesekera ..	Gadadessa ..	510

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, June 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 estate among the estates liable for assessment for a moiety of the cost of construction of the above road, the Provincial Road Committee will on Saturday, July 12, 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:—

For Construction.

1st to 10th section, 5½ miles.

Proprietors or Agents.	Estates.	Acreage.
T. R. de Jersey Lovell ..	Green Hayes ..	157

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, June 24, 1919. Chairman.

Padiapellella-Ellamulla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, July 12, 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. 1,700
Private contributions .. Rs. 1,717

1st to 4th section, 4 miles.

Proprietors or Agents.	Estates.	Acreage.
Central Tea Co. of Ceylon, Ltd. (H. G. Lyall) ..	Kabaragala ..	635

1st to 5th section, 4.89 miles.

George Steuart & Co. (R. K. Symonds) ..	Gallella ..	273
The Anglo-American Danish Tea Trading Co., Ltd. (G. Baird) ..	Mandaranewera ..	466
Colombo Commercial Co., Ltd. (R. K. Symonds) ..	Ellamulla ..	431

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, June 24, 1919. Chairman.

Balangoda-Chetnole 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 resident managers of the estates interested in the Balangoda-Chetnole branch road, in the District of Ratnapura, Province of Sabaragamuwa, for the purpose of electing a Local Committee, which shall consist of not less than three or more than five members, to perform the duties imposed upon such Committee by the said Ordinance for the term July 8, 1919, to July 8, 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.

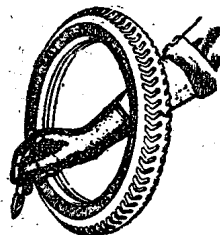
The meeting will be held at the Balangoda Resthouse on Saturday, July 12, 1919, at 2 P.M.

Provincial Road Committee's Office, E. RODRIGO,
Ratnapura, June 23, 1919. for Chairman.

TRADE MARKS NOTICES.

Application No. 1,366.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Messrs. The Miller Rubber Co., 1269, South High street, City of Akron, Summit, County, State of Ohio, United States of America. Manufacturers, who claim to be the proprietors thereof, in respect of (a) druggists' sundries, surgical devices, and rubber surgeons' gloves; and (b) vehicle tyres and accessories, water bottles made of rubber household gloves made of rubber, sponges made of rubber, and heels and soles for footwear made of rubber, in Classes 11 and 40 respectively in the Classification of Goods in the above-mentioned Regulations:—



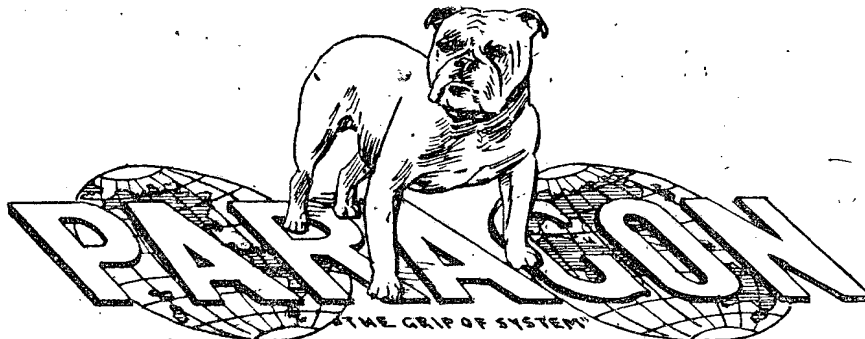
Miller

No claim is made to the exclusive use of the word "Miller."
Registrar-General's Office,
Colombo, June 25, 1919.

W. L. KINDERSLEY,
Registrar-General.

Application No. 1,484.

b. 51
 IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Messrs. Lamson Paragon Supply Company, Limited, Paragon Works, Ford Park road, Canning town, County of London, England, Manufacturers, who claim to be the proprietors thereof, in respect of letter and other filing cabinets and office furniture generally in Class 41 in the Classification of Goods in the above-mentioned Regulations:—



Registrar-General's Office,
Colombo, June 25, 1919.

W. L. KINDERSLEY,
Registrar-General.

Application No. 1,485.

b. 51
 IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Lamson Paragon Supply Company, Limited, Paragon Works, Ford Park road, Canning town, County of London, England, Manufacturers, who claim to be the proprietors thereof, in respect of shop check or sales books, account books, files and binders for papers, pens, carbon papers, typewriter papers and ribbons, inks, duplicators for writings and drawings, card indexes, paper bags, stationery of all kinds, in Class 39 in the Classification of Goods in the above-mentioned Regulations:—

PLIC

Registrar-General's Office,
Colombo, June 25, 1919.

W. L. KINDERSLEY,
Registrar-General.

Application No. 1,486.

b. 51
 IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Messrs. Lamson Paragon Supply Company, Limited, Paragon Works, Ford Park road, Canning town, County of London, England, Manufacturers who claim to be the proprietors thereof, in respect of letter and other filing cabinets and office furniture generally in Class 41 in the Classification of Goods in the above-mentioned Regulations:—

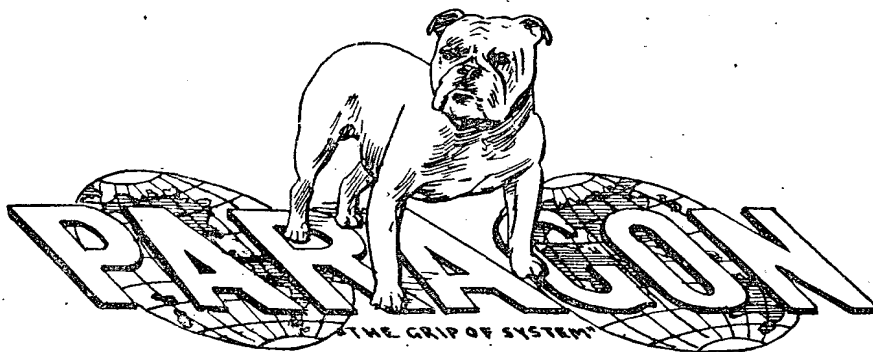
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Registrar-General's Office,
Colombo, June 25, 1919.

W. L. KINDERSLEY,
Registrar-General.

Application No. 1,488.

b. 51
 IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo, have applied for the registration of the following Trade Mark in the name of Messrs. Lamson Paragon Supply Company, Limited, Paragon Works, Ford Park road, Canning town, County of London, England, Manufacturers, who claim to be the proprietors thereof, in respect of shop check or sales books, account books, files and binders for papers, pens, carbon papers, typewriter papers and ribbons, inks, duplicators for writings and drawings, card indexes, paper bags, stationery of all kinds, in Class 39 in the Classification of Goods in the above-mentioned Regulations:—



Registrar-General's Office,
Colombo, June 25, 1919.

W. L. KINDERSLEY,
Registrar-General.

ABSTRACTS OF SEASON REPORTS.

SEASON REPORTS FOR THE MONTH OF MAY, 1919.

WESTERN PROVINCE.

COLOMBO DISTRICT.

Maha season : nil.

Yala season : plants are thriving well.

Other products : prospects of coconuts are fairly good. The estimated crop for the month is 18,131,188 nuts. Fruits and vegetables are to be had in fair quantity.

Prices of staple products : (a) imported rice is sold at Rs. 9 to Rs. 11.50 per bushel ; (b) coconuts are sold at Rs. 45 to Rs. 60 per 1,000.

Harvest prospect : generally good.

Rainfall : there were heavy rain during the month. The low-lying portions of Ambatalenpahala in Colombo Mudaliyar's division have been submerged.

Health of people : good, except for a few cases of chickenpox and dysentery. The new influenza fever is prevailing in many villages in the korales of the Colombo District.

Health of cattle : unsatisfactory. There had been cases of rinderpest at Kotuwila and Kittanpahuwa in Colombo Mudaliyar's division, Urapola, Meddegama, Walgammulla and Putupagala in Siyane korale east, Ragama, Elapitiwela, Wattala, and Peliyagoda in Alutkuru korale south, and few cases in Kottawa and Rukmale in Hewagam korale.

KALUTARA DISTRICT.

Paddy : paddy plants of the yala harvest are thriving well.

Dry grain : nil.

Other products : there is a fair supply of vegetables, yams, and fruits in the totamunes and Rayigam korale. The flowering of coconut trees was fair. The crop of the month is estimated at 3,485,000 nuts.

Prices of staple products : imported rice, Rs. 6.50 to Rs. 11.50 per bushel. Country rice is not available for sale. Coconuts, Rs. 50 to Rs. 80 per 1,000 nuts.

Remarks on harvest prospects generally: too early to pronounce any opinion.

Rainfall : total, 16.54 in. ; average, .53 in.

Health of people : influenza was prevailing in some of the villages throughout the korales ; there were also cases of chickenpox and enteric fever in the totamunes.

Health of cattle : good.

CENTRAL PROVINCE.

KANDY DISTRICT.

Paddy cultivation—yala : transplanting.

Dry grain cultivation—yala : mostly in plants. Blossoming here and there.

Rainfall : sufficient.

Prospect of crop : fair.

Health of the people : good. Few cases of measles and influenza.

Health of cattle : good.

Coconut cultivation : the crops as ascertained are : Yatinuwara, 27,000 ; Harispattu, 47,000 ; Udalapata, 75,000 ; Uda Bulatgama, 800.

Prices of staple articles : rice, Rs. 8.50 to Rs. 12.50 ; per bushel ; paddy, Rs. 3 to Rs. 5 per bushel ; kurakkan, Rs. 2 to Rs. 2.50 per bushel ; coconuts, Rs. 6 to Rs. 12 per 100.

NUWARA ELIYA DISTRICT.

Rainfall : Nuwara Eliya town, 11.42 in.

Paddy : some maha cultivation fields in Uda Hewaheta and Walapane have young plants, others are being harvested.

Dry grains : kurrakkan chenas in Kormale are being sown.

Health of population : influenza is prevalent in the district and chickenpox in Walapane.

Health of cattle : there were 17 cases of rinderpest in Madacoombra estate, Watagoda, out of which 8 died and 9 are still sick.

Prices of staple articles : paddy, Rs. 2.50 to Rs. 3.12 per bushel ; kurakkan, Rs. 2.75 to Rs. 3.50 per bushel ; Indian corn, Rs. 2.50 per bushel ; rice (Coast), Rs. 8.80 to Rs. 11.50 per bushel ; rice (country), Rs. 7.56 to Rs. 8.96 per bushel ; coconuts, Rs. 9 to Rs. 12 per 100 nuts.

MATALE DISTRICT.

Rainfall : 7.58 in.

Paddy : in plants.

Dry grain : in plants.

Coconuts : (a) flowering fair ; (b) 136,000 nuts approximate crop.

Tanks : in Matale North are full.

Health of people : fair.

Health of cattle : good.

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

SOUTHERN PROVINCE.

GALLE DISTRICT.

The yala crop promises to be satisfactory.

Dry grain is not cultivated in the district to any appreciable extent.

Coconut, tea, rubber, cinnamon, citronella, and vegetables are the principal products. The estimated coconut crop for the month was 11,760,000 nuts.

Coast rice varied from Rs. 8.50 to Rs. 11.52 per bushel ; paddy varied from Rs. 2.50 to Rs. 5 per bushel ; dry grain varied from Rs. 1.20 to Rs. 4 per bushel ; coconut, Rs. 40 to Rs. 70 per 1,000.

The weather was generally wet during the month.

The harvest prospects are good.

The health of the people was not very satisfactory. There were several cases of chickenpox, measles, fever, and influenza.

MATARA DISTRICT.

Weather : generally wet.

Agriculture : yala crop in fair condition, but very small extent cultivated owing to recent drought.

Health of people : satisfactory, except for a few cases of influenza.

Health of cattle : hoof-and-mouth disease prevails throughout the district.

Food supply : rice, Rs. 9 to Rs. 10 per bushel ; paddy, Rs. 3.25 per bushel ; coconuts, Rs. 55 per 1,000.

HAMBANTOTA DISTRICT.

Paddy cultivation : yala cultivation completed.

Fine grain : Indian corn on chenas cultivated for yala thriving.

Weather : maximum temperature, 94.5° ; minimum temperature, 75.1° ; rainfall, 1.03 in.

Prices of foodstuffs : country rice, Rs. 6.50 to Rs. 7.50 per bushel ; Coast rice, Rs. 7.28 to Rs. 11.20 per bushel ; paddy, Rs. 4 per bushel ; kurakkan, Rs. 4 per bushel ; plantain, Rs. 60 per 100 bunches ; coconuts, Rs. 50 to Rs. 70 per 1,000 ; Indian corn, Rs. 1.50 per 100 ; pumpkins, Rs. 30 per 100 ; sweet potatoes, Rs. 2.50 per cwt.

About 219,500 coconuts were picked during the month.

Health of people : satisfactory, except in West Giruwa pattu, where fever and influenza prevailed.

Health of cattle : good.

NORTHERN PROVINCE.

JAFFNA DISTRICT.

Weather : there were a few showers of rain during the early part of the month. Wind : south-west.

Dry grain : ellu and pairu are ripening.

Coconuts : condition of flowers and nuts moderate. Price, Rs. 7.50 per 100.

Palmyras : nuts tender ; prospects not good.

Tobacco : leaves are being cut and cured.

Prices of staple articles : paddy, Rs. 3.25 per bushel ; rice, Rs. 8 per bushel ; varaku, Rs. 3 per bushel ; pairu, Rs. 12 per bushel ; salt, 4 cents per pound ; salt, 9 cents per measure.

Health of people : satisfactory.

Health of cattle : there were some cases of anthrax reported from Delft.

MANNAR DISTRICT.

Rainfall : 2·28 in.

Wind : south south-west.

Paddy : sowing is in progress for sirupokam under the Giant's tank. Very few tanks have sirupokam in the Wannai, and none in Musali pattu.

Coconuts : condition normal.

Palmyras : in fruit.

Tobacco : the yield was poor, and the quality of the leaves was inferior owing to unseasonable rain in March and April. Most of the crop has been sold. The amount realized is below the average value.

Health of people : fever is prevailing to some extent.

Health of cattle : normal.

Prices of foodstuffs : rice, Rs. 5 to Rs. 8·50 per bushel ; paddy, Rs. 1·75 to Rs. 2·50 per bushel ; coconuts, Rs. 8 to Rs. 10 per 100.

MULLAIVIVU DISTRICT.

Prospects of paddy harvests : kalapokam crop has been threshed in most places ; idaippokam paddy is in ears ; sirupokam has been sown in some places.

Dry grains : gingelly sown in some places is coming up well.

Other products—prospects and bearing of coconuts satisfactory ; tobacco has been cut and cured in most places ; vegetables are grown in some villages.

Prices of staple products : paddy, Rs. 2 to Rs. 2·75 per bushel ; rice, Rs. 5 to Rs. 6 per bushel ; kurakkan, Rs. 2·25 per bushel ; coconuts, Rs. 8 per 100 nuts.

Rainfall : a few good showers of rain fell throughout the district.

Harvest prospects generally : satisfactory.

Health of the inhabitants : fair ; malarial fever and pneumonia prevailed in some places, but no cases of influenza.

Health of cattle : good ; pasture good ; no disease.

EASTERN PROVINCE.

BATTICALOA DISTRICT.

Paddy : threshing of munmari crops is still progressing. Outturn satisfactory. Threshing of kalavelanmai has commenced in some parts. Kalavelanmai crop has been damaged by caterpillars in some places in the south.

Grain and other chena crops : nil.

Coconuts : prospects not satisfactory. Consequent on a few showers of rain during the month, the trees are looking a little better. Most of the trees that died during the last year's drought have been felled and destroyed.

Prices of staple products : paddy, from Re. 1·50 to Rs. 2 per bushel ; kurakkan, Re. 1·20 to Rs. 2 per bushel ; Indian corn, Re. 1·25 to Re. 1·60 per bushel.

Rainfall : 0·62 in. in 1918 ; 2·3 in. in 1919.

Health of inhabitants : influenzal fever is still prevailing in the district.

Health of cattle : foot-and-mouth disease still continues in some places.

TRINCOMALEE DISTRICT.

Rainfall : seasonable.

Paddy : paddy plants at Indankulam are growing in ears. Reaping of munmari crop in Koddiiyar pattu is going on. Sowing of pinmari lands at Tamblegam and Kantalai is over. Threshing of munmari crop in Kaddukkulam pattu east is over. Crop is unsatisfactory in Kaddukulam West.

Tobacco : curing operations are going on. In Koddiiyar pattu plants are growing.

Coconuts : condition of crop is medium. Price per 1,000 nuts range from Rs. 70 to Rs. 75.

Fishery : medium. Large quantities of fish are iced and transported to Anuradhapura by motor ferry. Also dried and salted fish is transported by cart to inland stations. It is sold at high price locally.

Health of people : mumps and fever prevail in town. In Kaddukkulam West few cases of fever.

Health of cattle : satisfactory.

Prices of staple articles : paddy, Re. 1·50 to Re. 1·75 per bushel ; rice (country), Rs. 3·75 to Rs. 4·48 per bushel ; rice (imported), nil.

NORTH-WESTERN PROVINCE.

KURUNEGALA DISTRICT.

Paddy crops : in plants. Prospects : fair.

Dry grain : in plants (blossoming in Wannai hatpattu).

Flowering and prospects of coconut : good.

Rainfall : there have been some heavy showers during the month.

Health of the people : good, except for ordinary cases of fever, parangi, &c.

Health of the cattle : good, except for a few cases of rinderpest in Dambadeni hatpattu.

State of tanks : full, except large tanks, which are filling.

Prices of foodstuffs : paddy, Rs. 3 to Rs. 3·50 per bushel ; kurakkan, Rs. 2·25 to Rs. 2·50 per bushel ; country rice, Rs. 7 to Rs. 8 per bushel ; coconut, Rs. 50 to Rs. 60 per 1,000 nuts ; salt, 15 cents to 16 cents a measure.

PUTTALAM AND CHILAW DISTRICTS.

Paddy—yala season : sowing is over in some places. In others preparations are being made.

Dry grain : chenas have been sown for yala, and the plants are in good condition.

Other products, including coconuts : flowering and prospects of coconuts are good. The estimated crop for the month in the two districts is 21,215,935 coconuts. Tobacco leaves of maha cultivation have already been cured. Supply of fruit and vegetables not good. Sea-fishing season is over.

Prices of staple products : rice, Rs. 6·75 to Rs. 10·50 per bushel ; rice (muttusamba), Rs. 15 per bushel ; rice (country), Rs. 6·50 to Rs. 7·50 per bushel ; paddy, Rs. 2·80 to Rs. 3·50 per bushel ; kurakkan, Rs. 2 to Rs. 4 per bushel ; cassava, Rs. 2·50 per cwt. ; green gram, Rs. 4·50 to Rs. 6 per bushel ; coconut, 5 cents to 8 cents per nut ; salt, 4 cents to 6 cents per pound.

Rainfall of the month : Puttalam, 6·85 in. ; Chilaw, 8·91 in.

Harvest prospects generally : fair on the whole.

Health of the inhabitants : good.

Health of animals : no disease.

NORTH-CENTRAL PROVINCE.

ANURADHAPURA DISTRICT.

Weather : dry and hot ; a few showers.

Rainfall : 2·04 in.

Cultivation—paddy : fields being sown for yala. Gingelly : crop ripening. Coconuts : flowering and prospects good.

Health of people : some influenza still.

Health of cattle : satisfactory.

Village tanks : some tanks have sufficient water, some short.

PROVINCE OF UVA.

BADULLA DISTRICT.

Weather : dry, with occasional showers.

Paddy : paddy fields have been sown.

Chenas : chena crops have been gathered, and applications are being received for Crown chenas for 1919 cultivation.

Fruits and vegetables : fruit is scarce ; a moderate supply of vegetables is available.

Coconuts : the flowering and prospects of the coconut are fair.

Health of people : there are cases of fever in some of the villages, and influenza has broken out in a few villages in Wiyaluwa and Wellassa divisions.

Health of cattle : fair ; there is hoof-and-mouth disease prevailing in a few villages in Yatikinda, Wellassa, and Bintenna divisions of the Province.

Prices of staple products : rice varies from Rs. 9 to Rs. 11·25 per bushel ; kurakkan from Rs. 2·50 to Rs. 3 per bushel ; coconuts, Rs. 6 to Rs. 10 per 100 nuts.

Total rainfall : 7·08 in. as registered at the observatory.

PROVINCE OF SABARAGAMUWA.

RATNAPURA DISTRICT.

Paddy: yala fields are in plant. Crops on muttetu fields are ripening. Hill paddy on chenas are in plant.

Dry grain: chenas are being cleared for cultivation in Atakalan korale. In other korales they are in plant.

Other products: flowering and prospects of coconut are good.

Health of people: influenza epidemic and fever are prevailing in all the korales, except in Kukulukorale. Few cases of chickenpox were also reported from a village in Kuruwiti korale.

Health of cattle: rinderpest has broken out in a few villages of Kuruwiti korale, and hoof-and-mouth disease is prevailing in some parts of Nawadun, Atakalan, Meda, and Kadawatu korales.

Rainfall: there has been plenty of rain during the month.

Prices of foodstuffs: rice (country), Rs. 7.50 to Rs. 10 per bushel; rice (imported), Rs. 6 to Rs. 13 per bushel;

kurakkan, Rs. 2 to Rs. 3 per bushel; salt, 6 cents to 10 cents per pound; chillies, 32 cents to 75 cents per pound; coconuts, Rs. 5 to Rs. 12 per 100.

KEGALLA DISTRICT.

Paddy: yala fields are being sown and maha fields are being ploughed.

Dry grains: kurakkan and el chenas have been sown.

Vegetable and curry stuffs: vegetable and curry stuff gardens are about one month old.

Prices: paddy, Rs. 3 per bushel; kurakkan, Re. 1.50 per bushel; country rice, Rs. 7.65 per bushel; imported rice, Rs. 8.40 to Rs. 11 per bushel.

Rainfall: Kegalla, 17.14 in.

Health of people: fever epidemic is prevailing in some villages.

Health of cattle: satisfactory.

Other products: flowering and prospects of coconut are good. Approximate crop for the month was about 120,000 nuts.

SALES OF TOLL AND OTHER RENTS.

Sale of Toll Rents, Western Province.

NOTICE is hereby given that the Government Agent for the Western Province will receive tenders at the Colombo Kachcheri at 12 noon on Monday, July 14, 1919, for the purchase of the under-mentioned Toll Rents of the Western Province from October 1, 1919, to September 30, 1920.

Separate tenders should be made on the several rents as shown below.

The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount for twelve months in cash, and should the offer be accepted by His Excellency the Governor, to furnish approved security for one-half of the purchase amount for twelve months, 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 Governor's acceptance of his offer.

He will also be required to deposit money to pay the fees of the Crown Proctors for examining and giving their opinion of the title deeds of properties tendered by him as security and for examining and settling the security bond, and the fees charged by the Crown Proctors 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.

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.

Further information can be obtained on application to the Government Agent.

TOLLS ON TRUNK ROADS.

Municipal Tolls.

1. (a) Toll at the ferry at Pasbatal (Wattala).
- (b) Toll at the canal at the drawbridge at Grandpass.
2. Toll at the ferry, Mutwal.

TOLLS OTHER THAN THOSE ON THE TRUNK ROADS.

A.—Colombo District.

Toll on the Kittanpahuwa canal.

B.—Negombo District.

Toll on the Negombo canal at Pallansena bridge; toll on the Negombo canal at the bridge of the entrance of the canal on the Custom-house road. Payment at one clears the other.

Government Agent's Office,
Colombo, June 24, 1919.

J. G. FRASER,
Government Agent.

Sale of Ferry Toll Rents, Northern Province.

NOTICE is hereby given that sealed tenders will be received by the Government Agent of the Northern Province, or by his Office Assistant, at the Jaffna Kachcheri at 12 noon on Monday, July 14, 1919, for the purchase of the following Ferry Toll Rents for twelve months from October 1, 1919:—

- | | |
|----------------|--------------|
| 1. Pannaiturai | 3. Karaitivu |
| 2. Araliturai | 4. Mannar |

Separate tenders should be made for the several rents as shown above.

Tenders must be handed in personally, and no tender received by post will be accepted, nor will any tender received after the day and hour above mentioned be considered.

The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount in cash, and should the offer be accepted by His Excellency the Governor to furnish approved security for one-half of the purchase amount, or in cash for one-third of the purchase amount, within thirty days of the date of the receipt by him of the notification of the Governor's acceptance of his offer.

He will also be required to deposit money to pay the fees of the Crown Proctor for examining and giving his opinion on the title deeds of properties tendered by him as security and for examining and settling the security bond, and the fees charged by the Crown Proctor for examining documents and drawing the security bond, the expenses of appraising the properties, and the stamp duty on the bonds under the Ordinance No. 22 of 1909.

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.

Further information can be obtained on application to the Government Agent, Jaffna, or the Assistant Government Agent, Mannar.

Rents for which satisfactory tenders are not received will be put up to auction after the opening of the tenders on the same day for which tenders are called.

Jaffna Kachcheri,
June 19, 1919.

H. E. JANSZ,
for Government Agent.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE AERIAL TRANSPORT COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "THE AERIAL TRANSPORT COMPANY OF CEYLON, LTD."
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 carry on the business of dealers in, manufacturers, letters, hirers, repairers, storers, and warehousemen of aeroplanes, balloons, airships, and flying machines of all kinds, whether heavier than air or otherwise and whether propelled by mechanical power or not, and whether for commercial, military, naval, scientific or other purposes, and all motors, machinery, gear, component parts, accessories, fittings, implements, utensils, appliances, apparatus, lubricants, solutions, and all things capable of being used therewith or in connection therewith, or in the manufacture, maintenance, and working thereof respectively, or in the construction and maintenance of any sheds, works, inclines, or surfaces adapted for use in connection therewith, and also the business of mechanical and aeronautical engineers, electricians, electrical engineers, carriers, aeronauts, tyre manufacturers, wheelwrights, futers, founders, tube makers, galvanizers, jappers, annealers, enamellers, electroplaters, painters, and varnish manufacturers, and the business of generating, accumulating, manufacturing distributing, dealing in and supplying electricity, steam, gas, petrol, and other energy for the purposes of motive or lighting power or otherwise, and manufacturing and dealing in all kinds of apparatus and things required or capable of being used in connection with such generation, accumulation, manufacture, distribution, and supply.
 - (b) To establish and maintain lines or regular services of aircraft of all kinds and carry on the business of carriers of passengers and goods by air, sea, river, canal, railway, and otherwise, and to enter into contracts for the carriage of mails, passengers, goods, and cattle by any means and either by the Company's own aircraft and conveyances or by or over the aircraft, vessels, conveyances, and railways of others; and to enter into contracts with any person or company as to interchange of traffic, running powers, or otherwise and in connection with any of the objects aforesaid to carry on the business of a railway company, a tramway company, railway contractors, shippers, shipbuilders, omnibus and tramway proprietors, engineers, manufacturers of machinery and railway wagons, omnibus, tram car, and coach builders; and to carry on the business of proprietors of docks, wharves, jetties, piers, warehouses, and boats, of tug-owners and wharfingers, of warehousemen and storers of goods, wares, and merchandise of every kind and description whatsoever, or any other trade or business whatsoever, which can, in the opinion of the Company, be advantageously carried on by the Company in connection with or as ancillary to the general business of the Company.
 - (c) To purchase or otherwise acquire and undertake or establish and carry on any other business manufacturing or otherwise, which can be conveniently carried on in connection with any of the Company's general business.
 - (d) To establish aerodromes, dépôts, sheds, or stations for the storage or reception of aeroplanes, balloons, airships, and flying machines, and to use and conduct experiments in connection with, and to promote race meetings, speed and trial tests for and aeronautical and other exhibitions of aeroplanes, balloons, airships, flying machines (and motors), and to offer for competition and distribute prizes in connection therewith or for any other purpose likely to tend to the advancement of the science and practice of aviation, aerostation, and aeronautics, and to finance inventors and others for the purpose of enabling them to test or perfect their inventions.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, machinery, and other works and conveniences which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (f) To establish, maintain, and conduct, or to assist in the establishment, maintenance, and conduct of any school, club, association, or society formed for the purpose of advancing the study and practice of aviation, aerostation, and aeronautics.
 - (g) To apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (h) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (i) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
 - (j) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or

securities; and to form, constitute, or promote finance or assist any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

- (k) Generally to purchase, take on lease, exchange, hire, or otherwise acquire any real or personal or immovable or movable property in the Island of Ceylon or elsewhere or any leases, rights, or other interests therein and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and to construct, maintain, and alter any buildings or works necessary or convenient for the purpose of the Company, and to cultivate or otherwise utilize any lands for the time being belonging to the Company.
 - (l) To sell the undertaking of the Company or any part thereof, or any agency connected therewith, for such consideration as the Company may think fit, and in particular for shares, partly or fully paid, debentures, debenture stock, or securities of any other company, whether actually incorporated and existing, or proposed to be formed or promoted by the purchaser or otherwise.
 - (m) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
 - (n) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
 - (o) To make and execute any deed, indenture, agreement, appointment, or other legal or notarial act or document which may be necessary, expedient, or desirable for effectuating or carrying out any matter or transaction within the powers of the Company, or which may be incidental thereto or connected therewith, and to draw, accept, endorse, discount, and execute and issue cheques, bills of exchange, promissory notes, debentures, bills of lading, warrants, and other negotiable, commercial, or transferable instruments or securities.
 - (p) To pay all preliminary expenses of the Company and any other company formed or promoted by the Company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place, or guaranteeing the placing of any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
 - (q) To invest or deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
 - (r) To lend money on any terms and in any manner as may seem expedient.
 - (s) To give any guarantee or indemnity as may seem expedient.
 - (t) To sell, improve, manage, develop, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
 - (u) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
 - (v) 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.
 - (w) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
 - (x) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, or by the publication of books and periodicals, and by granting prizes, rewards, and donations.
 - (y) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit the employes or ex-employes of the Company, or the dependents or connections of such persons, and to grant pensions and allowances and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful object.
 - (z) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the members is limited.
5. The nominal capital of the Company is One and half million Rupees (Rs. 1,500,000), divided into Fifteen thousand (15,000) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the original or increased or reduced capital of the Company may be subdivided or consolidated or divided into classes as ordinary, preferred, or deferred shares, and any class or classes of such shares may have attached thereto any preferences, rights, privileges, or priorities in payment of dividends or distribution of assets or otherwise over any other shares, or be subject to any restrictions, limitations, or conditions. The regulations of the Company may be varied as far as necessary to give effect to the same, and upon the subdivision of a share the right to participate in profits may be apportioned in any manner as between the shares resulting from such subdivision.

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.
W. H. FIGG, by his attorney J. THOMSON BROOM, Colombo ..	One
J. THOMSON BROOM, Colombo ..	One
CLIFFORD H. FIGG, Colombo ..	One
A. S. COLLETT, by his attorney J. THOMSON BROOM, Colombo ..	One
J. SYDNEY COLLETT, Colombo ..	One
P. H. FRASER, Colombo ..	One
LESLIE W. F. DE SARAM, Colombo ..	One
Total number of shares taken ..	Seven

Witness to the above signatures:

Dated at Colombo, this 18th day of June, 1919.

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

ARTICLES OF ASSOCIATION OF THE AERIAL TRANSPORT COMPANY OF CEYLON, LIMITED.

It is agreed that the regulations contained in Table C in the schedule annexed to "The Joint Stock Companies Ordinance, 1861," shall be deemed to be the regulations of the Company, and shall bind the Company and the Shareholders therein to the same extent as if they had been inserted herein, with the exception of Articles Nos. 45 and 46 in the said Table C, which shall not apply to the Company, and in lieu of which the following Article shall be substituted and numbered 45:—

45. The first Directors of the Company shall be Major-General Sir W. S. Brancker, K.C.B., of London; George Holt Thomas, of 27, Buckingham Gate, Westminster, London; the Hon. Mr. William Henry Figg, of Colombo; Sir James Thomson Broom, Kt., of Colombo; and Reginald Huyshe-Eliot, of The Hall, Nuwara Eliya.

The remaining Articles in the said Table C shall be re-numbered accordingly.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this 18th day of June, 1919.

W. H. FIGG, by his attorney J. THOMSON BROOM.
J. THOMSON BROOM.
CLIFFORD H. FIGG.
A. S. COLLETT, by his attorney J. THOMSON BROOM.
J. SYDNEY COLLETT.
P. H. FRASER.
LESLIE W. F. DE SARAM.

Witness to the above signatures:

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

MEMORANDUM OF ASSOCIATION OF THE AIRCRAFT MANUFACTURING COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "THE AIRCRAFT MANUFACTURING CO. OF CEYLON, LTD."
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 carry on the business of dealers in, manufacturers, letters, hirers, repairers, storers, and warehousemen of aeroplanes, balloons, airships, and flying machines of all kinds, whether heavier than air or otherwise, and whether propelled by mechanical power or not, and whether for commercial, military, naval, scientific, or other purposes, and all motors, machinery, gear, component parts, accessories, fittings, implements, utensils, appliances, apparatus, lubricants, solutions, and all things capable of being used therewith or in connection therewith, or in the manufacture, maintenance, and working thereof respectively, or in the construction and maintenance of any sheds, works, inclines, or surfaces adapted for use in connection therewith, and also the business of mechanical and aeronautical engineers, electricians, electrical engineers, carriers, aeronauts, tyre manufacturers, wheelwrights, futers, founders, tube makers, galvanizers, japanners, annealers, enamellers, electroplaters, painters, and varnish manufacturers, and the business of generating, accumulating, manufacturing, distributing, dealing in and supplying electricity, steam, gas, petrol, and other energy for the purposes of motive or lighting power or otherwise, and manufacturing and dealing in all kinds of apparatus and things required or capable of being used in connection with such generation, accumulation, manufacture, distribution, and supply.
 - (b) To purchase or otherwise acquire and undertake or establish and carry on any other business manufacturing or otherwise, which can be conveniently carried on in connection with any of the Company's general business.
 - (c) To establish depôts, sheds, or stations for the storage or reception of aeroplanes, balloons, airships, and flying machines, and to use and conduct experiments in connection with, and to promote race meetings, speed and trial tests for aeroplanes and other exhibitions of aeroplanes, balloons, airships, flying machines (and motors), and to offer for competition and distribute prizes in connection therewith or for any other purpose likely to tend to the advancement of the science and practice of aviation, aerostation, and aeronautics, and to finance inventors and others for the purpose of enabling them to test or perfect their inventions.

- (d) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug-owners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (e) To build, make, construct, equip, maintain, improve, alter, and work manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (f) To establish, maintain, and conduct, or to assist in the establishment, maintenance, and conduct of any school, club, association, or society formed for the purpose of advancing the study and practice of aviation, aerostation, and aeronautics.
- (g) To apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
- (h) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (i) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (j) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote finance or assist any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (k) Generally to purchase, take on lease, exchange, hire, or otherwise acquire any real or personal or immovable or movable property in the Island of Ceylon or elsewhere or any leases, rights, or other interests therein and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and to construct, maintain, and alter any buildings or works necessary or convenient for the purpose of the Company, and to cultivate or otherwise utilize any lands for the time being belonging to the Company.
- (l) To sell the undertaking of the Company or any part thereof, or any agency connected therewith, for such consideration as the Company may think fit, and in particular for shares, partly or fully paid, debentures, debenture stock, or securities of any other company, whether actually incorporated and existing, or proposed to be formed or promoted by the purchaser or otherwise.
- (m) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company present and future, including uncalled capital or the unpaid calls of the Company.
- (n) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (o) To make and execute any deed, indenture, agreement, appointment, or other legal or notarial act or document which may be necessary, expedient, or desirable for effectuating or carrying out any matter or transaction within the powers of the Company, or which may be incidental thereto or connected therewith, and to draw, accept, endorse, discount, and execute and issue cheques, bills of exchange, promissory notes, debentures, bills of lading, warrants, and other negotiable, commercial, or transferable instruments or securities.
- (p) To pay all preliminary expenses of the Company and any other company formed or promoted by the Company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place, or guaranteeing the placing of any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (q) To invest or deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (r) To lend money on any terms and in any manner as may seem expedient.
- (s) To give any guarantee or indemnity as may seem expedient.
- (t) To sell, improve, manage, develop, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (u) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally

to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock, or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.

- (v) 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.
- (w) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (x) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, or by the publication of books and periodicals and by granting prizes, rewards, and donations.
- (y) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit the employes or ex-employes of the Company, or the dependents or connections of such persons, and to grant pensions and allowances and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful object.
- (z) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the members is limited.

5. The nominal capital of the Company is One and half million Rupees (Rs. 1,500,000), divided into Fifteen thousand (15,000) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the original or increased or reduced capital of the Company may be subdivided or consolidated or divided into classes as ordinary, preferred, or deferred shares, and any class or classes of such shares may have attached thereto any preferences, rights, privileges, or priorities in payment of dividends or distribution of assets or otherwise over any other shares, or be subject to any restrictions, limitations, or conditions. The regulations of the Company may be varied as far as necessary to give effect to the same, and upon the subdivision of a share the right to participate in profits may be apportioned in any manner as between the shares resulting from such subdivision.

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.
W. H. FIGG, by his attorney J. THOMSON BROOM, Colombo	One
J. THOMSON BROOM, Colombo	One
CLIFFORD H. FIGG, Colombo	One
A. S. COLLETT, by his attorney J. THOMSON BROOM, Colombo	One
J. SYDNEY COLLETT, Colombo	One
P. H. FRASER, Colombo	One
LESLIE W. F. DE SARAM, Colombo	One
Total number of shares taken	Seven

Witness to the above signatures :

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

Dated at Colombo, this 18th day of June, 1919.

ARTICLES OF ASSOCIATION OF THE AIRCRAFT MANUFACTURING COMPANY OF CEYLON, LIMITED

It is agreed that the regulations contained in Table C in the schedule annexed to "The Joint Stock Companies Ordinance, 1861," shall be deemed to be the regulations of the Company, and shall bind the Company and the Shareholders therein to the same extent as if they had been inserted herein, with the exception of Articles Nos. 45 and 46 in the said Table C, which shall not apply to the Company, and in lieu of which the following Article shall be substituted and numbered 45 :—

45. The first Directors of the Company shall be Major-General Sir W. S. Brancker, K.C.B., of London ; George Holt Thomas, of 27, Buckingham Gate, Westminster, London ; the Hon. Mr. William Henry Figg, of Colombo ; Sir James Thomson Broom, Kt., of Colombo ; and Reginald Huyshe-Eliot, of The Hall, Nuwara Eliya.

The remaining Articles in the said Table C shall be re-numbered accordingly.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this 18th day of June, 1919.

W. H. FIGG, by his attorney J. THOMSON BROOM.
J. THOMSON BROOM.
CLIFFORD H. FIGG.
A. S. COLLETT, by his attorney J. THOMSON BROOM.
J. SYDNEY COLLETT.
P. H. FRASER.
LESLIE W. F. DE SARAM.

Witness to the above signatures :

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

MEMORANDUM OF ASSOCIATION OF PEMBROKE ESTATE, LIMITED.

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1. The name of the Company is "PEMBROKE ESTATE, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The objects for which the Company is to be established are:—
 - (a) To purchase from the proprietor thereof the Pembroke estate, situated in the District of Kalutara, Western Province.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land, either with any other person or company or otherwise, and to erect a factory and other buildings thereon, or on any land already leased or owned by the Company, at the cost of the Company and such other person or company or otherwise.
 - (h) To lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, coconuts, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, coconuts, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, coconuts, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
 - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
 - (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
 - (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other 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 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 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 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 Two hundred thousand Rupees (Rs. 200,000), divided into Twenty thousand (20,000) 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 to our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. JAS. HAWKES, Colombo	One
J. G. MOORE, Colombo	One
H. CREASY, Colombo	One
E. MASTERS, Colombo	One
Witness to the above four signatures, at Colombo, this 30th day of May, 1919:	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
F. H. LAYARD, Colombo	One
C. W. GRANGE, Colombo	One
F. F. ROE, Colombo	One
Witness to the above three signatures at Colombo, this 31st day of May, 1919:	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
Total Shares taken ..	Seven

ARTICLES OF ASSOCIATION OF PEMBROKE ESTATE, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Two hundred thousand Rupees (Rs. 200,000), divided into 20,000 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 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 may from time to time direct.

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

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

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

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

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

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

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

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

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

CALLS.

22. The Directors may, from time to time, make such calls as they think fit upon the Shareholders in respect of all moneys unpaid on their shares, and not by the conditions of allotment made payable at fixed times; provided that two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call; and each Shareholder shall pay the amount of every call so made to the 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 restrictions 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 purchasers 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 also of all claims and demands against, the Company in respect of the share and the proceeds thereof, and all other rights incident to the share, except only such of those rights (if any) as by these presents are expressly saved.

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

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

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

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

VOTING AT MEETINGS.

74. At any meeting every resolution shall be decided by a show of hands, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some member present and entitled to vote, or in the case of a special resolution by 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 previously to the time of holding the meeting at which he proposes to vote.

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

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

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

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

Pembroke Estate, 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 or more than five, but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

The qualification of a Director shall be his holding in his own right at least 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 Frederick James Hawkes, Frank Henry Layard, and John Gage Moore, 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 and 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 Directors to retire from office at the second, third, fourth, and fifth Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

103. The office of the 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 Pembroke estate, and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

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

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

107. The Directors shall exercise in the name and on behalf of the Company all such powers of the Company as are not expressly required to be exercised by the Company in General Meeting, and shall generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinances and of these presents and to such regulations and provisions (if any) that 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 awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company, which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

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

116. Any questions 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 investment and apply such reserve fund or such portion thereof as they think fit to meet contingencies, or for special dividend 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 person 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 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.

F. JAS. HAWKES.
J. G. MOORE.
H. CREASY.
E. MASTERS.

Witness to the above four signatures, at Colombo, this 30th day of May, 1919:

V. A. JULIUS,
Proctor, Supreme Court, Colombo.
F. H. LAYARD.
C. W. GRANGE.
F. F. ROE.

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

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

MEMORANDUM OF ASSOCIATION OF THE ORIENT COMPANY (CEYLON), LIMITED.

1. The name of the Company is "THE ORIENT COMPANY (CEYLON), LIMITED."
2. The registered office will be situate in Colombo.
3. The objects for which the Company is established are—
 - (1) To carry on the business of oil, soap, margarine, desiccated coconut, fibre, yarn, and manure manufacturers, and to prepare, refine, buy, sell, and deal in oil, both vegetable and mineral, desiccated coconut, fibre, yarn, and all coconut products and manufactures, and also manures and chemical substances of every description, and the products obtained in the manufacture of oil, and to buy, sell, cultivate, and deal in oleaginous seeds and plants of every description.
 - (2) To carry on the trade or business of miners, refiners, smelters, and manufacturers of petroleum and coconut oil and of all liquid and solid hydro-carbons, and of all products thereof respectively, and also the trade or business of coal miners in all their respective branches.
 - (3) To search for, get, work, raise, make merchantable, sell, and deal in petroleum and coconut oil and all liquid and solid hydro-carbons, coal, and other produce of any lands for the time being belonging to or in occupation by the Company, and also to utilize for manufacturing, refining, or other purposes, or to sell or deal in all products of the said oils and other hydro-carbons and coal.
 - (4) To carry on the business of general merchants and dealers of and in foreign and colonial produce, and of commission and general agents and brokers.
 - (5) To carry on all or any of the business of importers, exporters, refrigerators, shipowners, shipbuilders, charterers of ships and other vessels, warehousemen, ship and insurance brokers, carriers, forwarding agents, wharfingers, dockowners, manufacturers of extract of meat, and preservers and packers of provisions of all kinds.
 - (6) To carry on business as farmers, graziers, cultivators, storekeepers, cattle-breeders, stockmen, dealers in hides, skins, fats, and other animal products, mechanical engineers, builders and contractors, timber growers, timber merchants, lumbermen, and sawmill proprietors.
 - (7) To make, build, construct, provide, maintain, improve, carry on, use, and work in any parts of the world, roads, ways, railways, tramways, electric light, canals, reservoirs, waterworks, wells, aqueducts, water-courses, furnaces, gasworks, piers, wharves, docks, saw and other mills, hydraulic works, factories, warehouses and other works and buildings which may be deemed expedient for the purposes of the Company, and to contribute to the cost of making, building, constructing, providing, carrying on, using, and working the same.
 - (8) To purchase, charter, hire, build, or otherwise acquire steam or other ship, ships or vessels, steam launches, flats, barges, cargo boats, with all equipments and furniture, and to employ the same in the conveyance of passengers, mails, livestock, grain, and other produce and treasure, and also of goods and merchandise of every description and species, on the rivers or canals of the Island of Ceylon, and also to run vessels to sea to any port or ports whatsoever, whether inland, seaboard, or foreign, and to take vessels, flats, barges, and other craft in tow of its vessels as the Company may from time to time determine, and to acquire postal subsidies, and enter into mail or other contracts.
 - (9) To manufacture, import, export, buy, sell, exchange, alter, improve, manipulate, prepare for market, and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, substances, materials, and things necessary or convenient for carrying on any of the above-mentioned business or proceedings, or usually dealt in by persons engaged in the like business.
 - (10) To carry on the business of under-writers or insurers of ships, goods, merchandise, or other property.
 - (11) To apply for or acquire by purchase or lease or otherwise for the business of the Company in any parts of the world, sell, work, develop, and deal in any lands, estates, plantations, or any rights, or interests therein, factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes, or other things, British, Indian, Colonial, or foreign licenses, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.
 - (12) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
 - (13) To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any company constituted or carrying on business in the Island of Ceylon or elsewhere, and debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any Government, public body or authority supreme, Municipal, local, or otherwise, and whether in Ceylon or elsewhere.
 - (14) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations, or securities by original subscription, tender, purchase, exchange or otherwise, and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
 - (15) To issue debentures, debenture stock, bonds, obligations, and securities of all kinds, and to frame, constitute, and secure the same as may seem expedient, with full power to make the same transferable by delivery or instrument of transfer or otherwise, and either perpetual or terminable and either redeemable or otherwise to charge and secure the same by trust, deed, or otherwise on the undertaking of the Company, or on any property or rights, present or future, of the Company (including, if thought fit, uncalled capital) or otherwise.
 - (16) To facilitate and encourage the creation, issue, or conversion of shares, stocks, debentures, debenture stock, bonds, obligations, and securities, and to act as trustees in connection therewith, and to take part in the conversion of business concerns and undertakings into companies, and the amalgamation, reconstruction, and promotion of companies.
 - (17) To take part in the management, supervision, or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, accountants, or other experts or agents, and to act as the managing agents or managers of any company or undertaking.
 - (18) To carry on the business of borrowing, raising, or taking up money, the lending or advancing money on securities and property, the discounting, buying, selling, and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip and other instruments, and securities, whether transferable or negotiable or not, the granting and issuing of letters of credit and circular notes, the buying, selling, and dealing in bullion and specie, the acquiring, holding, issuing on commission, underwriting and dealing with stocks, funds, shares, debentures, debenture stocks, bonds, obligations, and other securities.

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

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

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

4. The liability of the members is limited.
5. The capital of the Company is Rs. 500,000 divided into 50,000 ordinary shares of Rs. 10 each.

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

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

Name and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
W. B. HAUGH, Colombo	One
M. J. HARDING, Colombo	One
CHAS. F. TREEBY, Colombo	One
H. CREASY, Colombo	One
Witness to the four above signatures, at Colombo, this 2nd day of June, 1919 :	
	V. A. JULIUS, Proctor, Supreme Court, Colombo.
E. D. HAWTHORN, Colombo	One
G. R. WHITBY, Colombo	One
W. R. H. YOUNG, Colombo	One
@	Total Shares taken .. Seven

Witness to the above three signatures, at Colombo, this 5th day of June, 1919 :

H. CREASY,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE ORIENT COMPANY (CEYLON), LIMITED.

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

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

"Special resolution" has the meaning assigned thereto by the Ordinance.

"Extraordinary resolution" means a resolution passed by a majority of not less than three-fourths of such members entitled to vote as are present in person or by proxy at a General Meeting of which notice specifying the intention to propose the resolution as an extraordinary resolution has been duly given.

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

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

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

"Dividend" includes bonus.

"Month" means calendar month.

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

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

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

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

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

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

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

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

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

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

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

6. The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, and the commission shall not exceed 10 per cent. on the shares in each case subscribed or to be subscribed. Commissions for placing shares.

Brokerage.

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

Shares may be issued subject to different conditions as to call, etc.

Instalments on shares to be duly paid.

Liability of joint-holders of shares.

Trusts not recognized.

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 or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being shall be the registered holder of the share.

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

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

CERTIFICATES.

Certificates.

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

Members' right to certificates.

13. Every member shall be entitled to one certificate for all the shares registered in his name, or to several certificates each for one or more of such shares. Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it is issued, and the amount paid up thereon.

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

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

Fee.

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

Directors may issue new certificates.

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

To which of joint-holders certificate to be issued.

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

Calls.

CALLS.

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

When call deemed to have been made.

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

Restriction on power to make calls.

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

Notice of call.

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

When interest on call or instalment payable.

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

Evidence in action for call.

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

Payment of calls in advance.

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

FORFEITURE AND LIEN.

If call or instalment not paid notice may be given.

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

Form of notice.

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

27. If the requisitions of any such notice as aforesaid are not complied with, any shares, in respect of which such notice has been given, may, at any time thereafter before payment of all calls or instalments, interest, and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

If notice not complied with shares may be forfeited.

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

Notice after forfeiture.

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

Forfeited share to become property of Company.

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

Power to annul forfeiture.

31. Any member whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses, owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment, at nine per cent. per annum, and the Directors may enforce the payment thereof.

Arrears to be paid notwithstanding forfeiture.

32. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share, and all other rights incident to the share, except only such of those rights as by these Articles are expressly saved.

Effect of forfeiture.

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

Evidence of forfeiture.

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

Company's lien on shares.

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

As to enforcing lien by sale.

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

Application of proceeds of sale.

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

Validity of sales under clauses 29 and 35.

TRANSFER AND TRANSMISSION.

38. The instrument of transfer of any share shall be signed both by the transferor and transferee and shall contain the name and address, both of the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address and occupation.

Execution of transfer, &c.

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

Form of transfer.

I, A.B., of _____, in consideration of the sum of Rs. _____ paid to me by C.D., of _____, hereinafter called the said transferee, do hereby transfer to the said transferee share (or shares) numbered _____ in the undertaking called "THE ORIENT COMPANY (CEYLON), LIMITED," to hold unto the said transferee, his executors, administrators, and assigns, subject to the several conditions on which I held the same immediately before the execution hereof, and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid. As witness our hands the _____ day of _____.

Witness to the signature of, &c. _____.

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

Directors may decline to register transfer.

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

No transfer to infant, &c.

42. Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares and upon payment of the proper fee

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

the transferee shall (subject to the Directors' right to decline to register hereinbefore mentioned) be registered as a member in respect of such shares. The Directors may waive the production of any certificate upon evidence satisfactory to them of its loss or destruction.

When transfers to be retained.

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

Fee on transfer.

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

When transfer books and register may be closed. Transmission of registered shares as to survivorship.

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

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

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

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

INCREASE AND REDUCTION OF CAPITAL.

Power to increase capital.

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

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

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

When to be offered to existing members.

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

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

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

Inequality in number of new shares.

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

Reduction of capital, &c.

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

SUBDIVISION AND CONSOLIDATION OF SHARES.

Subdivision into preferred and ordinary.

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

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

SURRENDER OF SHARES.

Surrender of shares.

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

MODIFICATION OF RIGHTS.

Power to modify rights.

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

BORROWING POWERS.

58. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so raised, borrowed, or secured shall not, without the sanction of a General Meeting, exceed the paid-up share capital of the Company; in addition to the ordinary current obligations of the Company. Nevertheless, no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

Power to borrow.

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

Conditions on which money may be borrowed.

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

Securities may be assignable free from equities. Issue at discount, &c., or with special privileges.

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

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

Register of holders of debentures.

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

Mortgage of uncalled capital.

GENERAL MEETING.

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

When General Meetings to be held.

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

Distinction between Ordinary and Extraordinary Meetings. General Meetings may be held outside Ceylon When Extraordinary Meeting to be called.

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

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

Requisition.

- (1) The requisition must state the objects of the meeting, and must be signed by the requisitionists and deposited at the office, and may consist of several documents in like form, each signed by one or more requisitionists.
- (2) If the Directors of the Company do not proceed to convene a meeting within twenty-one days from the date of the requisition being so deposited, the requisitionists or a majority of them in value may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit.
- (3) If at any such meeting a resolution requiring confirmation at another meeting is passed the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and if thought fit, of confirming it as a special resolution, and, if the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists or a majority of them in value may themselves convene the meeting.
- (4) Any meeting convened under this clause by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

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

Notice of meeting.

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

Two meetings convened by one notice.

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

As to omission to give notice.

PROCEEDINGS AT GENERAL MEETINGS.

71. The business of an Ordinary Meeting other than the first meeting shall be to receive and consider the profit and loss account, the balance sheet and the reports of the Directors and of the Auditors, to elect Directors, Auditors, and other officers in the place of those retiring by rotation or otherwise, to declare dividends, and to transact any other business which under these presents ought to be transacted at an Ordinary Meeting. All other business transacted at an Ordinary Meeting and all business transacted at an Extraordinary Meeting shall be deemed special.

Business of Ordinary Meeting.

Quorum.

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

Quorum to be present when business convened Chairman of General Meeting.

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

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

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

75. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned meeting a quorum is not present, those members who are present shall be a quorum, and may transact the business for which the meeting was called.

How questions to be decided at meetings.

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

Casting vote. What is to be evidence of the passing of a resolution where poll not demanded.

77. At any General Meeting, unless a poll is demanded by the Chairman or by at least five members or by a member or members holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the capital represented at the meeting, a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

Poll.

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

Power to adjourn General Meeting.

79. The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

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

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

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

VOTES OF MEMBERS.

Votes of members.

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

Votes in respect of shares of deceased and insolvent members.

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

Joint-holders.

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

permitted.

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

Instrument appointing proxy to be deposited at the office.

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

Instrument appointing proxy to be deposited at the office.

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

When vote by proxy valid though authority revoked.

88. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death of the principal, or revocation of the instrument or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received at the office before the meeting. Provided nevertheless, that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.

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

Form of instrument appointing a special proxy.

The Orient Company (Ceylon), Limited.

I, _____, of _____, being a member of The Orient Company (Ceylon), Limited, hereby appoint _____, of _____ (or failing him _____ of _____, or failing him _____ of _____), as my proxy to vote for me, and on my behalf at the (Ordinary or Extraordinary, as the case may be) General Meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof.

As witness my hand this _____ day of _____.

Signed by the said _____, in the presence of _____.

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

Restrictions on voting.

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

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

DIRECTORS.

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

Number of Directors.

93. The persons hereinafter named shall be first Directors, that is to say, G. A. Moncreiff, R. S. Wright, and W. R. H. Young.

First Directors.

94. The Directors shall have power at any time and from time to time to appoint any qualified person as a Director as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above. But any Directors so appointed shall hold office only until the next following Ordinary General Meeting of the Company and shall then be eligible for re-election.

Power of Directors to add to their number.

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

Qualification of Directors.

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

First Directors qualifications.

97. As a remuneration for their services the Directors shall be paid a sum of Rupees Ten (Rs. 10) per mensem each, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

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

Directors may act notwithstanding vacancy.

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

When office of Director is vacated.

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

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

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

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

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

(f) If he commits any offence punishable under the Ceylon or Indian Penal Code and being under the provisions of the Criminal Procedure Code non-bailable.

(g) If by notice in writing to the Company he resigns his office.

(h) If he is requested in writing by all his co-Directors to resign or is removed from office by an extraordinary resolution of the Company.

100. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or any contract or agreement entered into by or on behalf of the Company in which any Director shall be concerned or interested be avoided, nor shall any Director so contracting or being so concerned or interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest, and that no Director shall as a Director vote in respect of any

Directors may contract with Company.

contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted; but this provision shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity against any loss which they or any of them may suffer by reason of becoming or being sureties for the Company. A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in any subsequent transaction with such firm or company shall as regards any such transaction be sufficient disclosure under this clause, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company.

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

ROTATION OF DIRECTORS.

102. At the First Ordinary Meeting to be held in each year one of the Directors shall retire from office.

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

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

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

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

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

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

109. No person not being a retiring Director shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he or some other member intending to propose him has not less than fourteen days or more than two months before the meeting left at the office a notice in writing duly signed signifying his candidature for the office or the intention of such member to propose him.

MANAGING DIRECTORS.

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

116. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

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

Rotation and retirement of Directors.

Which Directors to retire.

Meeting to fill up vacancies.

Retiring Directors to remain in office till successors appointed.

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

Power to remove Director by extraordinary resolution.

Directors may fill up casual vacancies.

When candidate or office of Director must give notice.

Power to appoint Managing Director.

What provisions he will be subject to.

Remuneration of Managing Director.

Powers and duties of Managing Director.

Meetings of Directors and quorum.

Directors may summon meeting. How questions to be decided. Chairman.

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

Powers of quorum.

118. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors.

Power to appoint Committees and to delegate.

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

Proceedings of Committee.

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

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

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

MINUTES.

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

Minutes to be made.

(a) Of all appointments of officers.

(b) Of the names of the Directors present at each meeting of the Directors and of any Committee of Directors.

(c) Of all orders made by the Directors and Committees of Directors.

(d) Of all resolutions and proceedings of General Meetings and of meetings of the Directors and Committees.

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

POWERS OF DIRECTORS.

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

General power of Directors or Company vested in Directors.

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

Specific powers given to Directors.

(1) To pay the costs, charges, and expenses, preliminary and incidental, to the promotion, formation, establishment, and registration of the Company.

(2) To purchase or otherwise acquire for the Company any property, rights, or privileges, which the Company is authorized to acquire at such price and generally on such terms and conditions, as they think fit.

To pay for property in debentures, &c.

(3) At their discretion to pay for any property, rights, privileges, acquired by, or services rendered to, the Company, either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital, or not so charged.

(4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they may think fit.

To secure contracts by mortgage.

(5) To appoint and at their discretion remove or suspend such agents, managers, secretaries, officers, clerks, and servants for permanent, temporary, or special services, as they may from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.

To appoint officers, &c.

(6) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes, and to execute and do all such deeds, documents, and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees.

To appoint trustees.

(7) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers or otherwise, concerning the affairs of the Company, and also to compound, allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

To bring and defend actions, &c.

(8) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.

To refer to arbitration.

(9) To make and give receipts, releases, and other discharges for money payable to the Company, and for the claims and demands of the Company.

To give receipts.

(10) To act on behalf of the Company in all matters relating to bankrupts and insolvents.

To act in relation to insolvents.

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

LOCAL MANAGEMENT.

125. The following provisions shall have effect:—

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

MANAGERS.

126. The business of the Company shall be carried on by a Manager or Managers as the Directors may from time to time determine. Such Manager or Managers shall be subject to the direction and control of the Directors, and his or their remuneration, powers, and duties shall be such as the Directors may from time to time determine.

127. Unless and until otherwise determined by the Directors, the Manager or Managers shall have power to make, draw, endorse, sign, accept, negotiate, and give all cheques, bills of lading, drafts, orders, bills of exchange, promissory notes, and other negotiable instruments required in the business of the Company, and may also sign and give all receipts, releases, and other discharges for money payable to the Company and for the claims and demands of the Company.

THE SEAL.

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

Custody of Seal.

DIVIDENDS.

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

How profits shall be divisible.

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

Declaration of dividends.

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

Restriction on amount of dividend.

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

Dividend out of profits only and not to carry interest.

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

What to be deemed nett profits.

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

Interim dividends.

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

Debts may be deducted.

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

Dividend and call together.

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

Dividend in specie.

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

Effect of transfer.

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

Retention in certain cases.

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

Dividend to joint-holders.

141. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or in the case of joint-holders to the registered address of that one whose name stands first on the register in respect of the joint holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

Payment by post.

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

Unclaimed dividends.

BOOKS AND DOCUMENTS.

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

Books of accounts to be kept.

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

Where to be kept.

Inspection by members.

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

ACCOUNTS AND BALANCE SHEETS.

Annual account and balance sheet.

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

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

Annual report of Directors.

147. Every such balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the members, and the amount (if any) which they propose to carry to the reserve fund according to the provisions in that behalf hereinbefore contained, and the account, report, and balance sheet shall be signed by at least three Directors.

Copies to be sent to members and deposited at the Registered office.

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

AUDIT.

Accounts to be audited annually.

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

Audit provisions.

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

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

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

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

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

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

Remuneration of Auditors.

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

Rights and duties of Auditors.

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

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

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

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

When accounts to be deemed finally settled.

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

NOTICES.

154. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such member at his registered place of address. How notice to be served on members.
155. Each holder of registered shares shall from time to time notify in writing to the Company some place in the Island of Ceylon to be registered as his address, and such registered place of address shall for all purposes be deemed his place of residence. Members resident abroad.
156. As regards any member who has not notified in writing to the Company some place in the Island of Ceylon to be registered as his address, a notice posted up in the registered office shall be deemed to be well served on him at the expiration of twenty-four hours from the time when it is so posted up. Notices where no address.
157. Any notice required to be given by the Company to the members, or any of them, and not expressly provided for by these presents shall be sufficiently given if given by advertisement. When notice may be given by advertisement.
158. Any notice required to be or which may be given by advertisement shall be advertised once in the *Ceylon Government Gazette*. How to be advertised.
159. All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares. Notice to joint-holders.
160. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office and a certificate in writing signed by any Director or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof. Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear. When notice by post deemed to be served.
161. Every person who by operation of law, transfer, or other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share. Transferees, &c., bound by prior notices.
162. Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint-holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators, and all persons, if any, jointly interested with him or her in any such share. Notice valid though member deceased.
163. The signature to any notice to be given by the Company may be written or printed. How notice to be signed.
164. In the event of a winding up of the Company every member of the Company who is not for the time being in the Island of Ceylon shall be bound within eight weeks after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding up of the Company to serve notice in writing on the Company appointing some householder residing in Colombo upon whom all summonses, notices, process, orders, and judgments in relation to or under the winding up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty, on behalf of such member, to appoint some such person, and service, upon any such appointee, whether appointed by the member or the liquidator, shall be deemed to be good personal service on such member for all purposes and where the liquidator makes any such appointment he shall, with all convenient speed, give notice thereof to such member by advertisement in some daily newspaper published in Colombo or by a registered letter sent through the post and addressed to such member at his address as mentioned in the register of members of the Company, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted. The provisions of this clause shall not prejudice the right of the liquidator of the Company to serve any notice or other document in any other manner prescribed by the regulations of the Company. Service of process in winding up.

SECRECY CLAUSES.

165. Every Director, manager, auditor, trustee, member of a committee, officer, servant, agent, accountant, or other person employed in the business of the Company shall, if so required by the Directors or Managing Agents before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with the customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors, or by any meeting, or by a court of law, or by the person to whom such matters relate, and except so far as may be necessary in order to comply with any of the provisions in these presents contained. Secrecy clause.
166. No member shall be entitled to enter upon the property of the Company or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it will be inexpedient, in the interest of the members of the Company, to communicate to the public. Member not entitled to information.

WINDING UP.

Distribution
of assets.

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

Distribution of
assets in specie.

168. (1) If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of an extraordinary resolution, divide among the contributories, in specie or kind, any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators, with the like sanction, shall think fit.

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

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

INDEMNITY.

Indemnity.

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

Individual
responsibility of
Directors.

170. No Director, Manager, or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office, or in relation thereto, unless the same happen through his own dishonesty.

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

W. B. HAUGH.

M. J. HARDING.

CHAS. F. TREEBY.

H. CREASY.

Witness to the four above signatures, at Colombo, this 2nd day of June, 1919 :

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

E. D. HAWTHORN.

G. R. WHITEBY.

W. R. H. YOUNG.

Witness to the three above signatures, at Colombo, this 5th day of June, 1919 :

H. CREASY,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF MACKWOODS, LIMITED.

1. The name of the Company is "MACKWOODS, LIMITED."
2. The registered office of the Company will be situate in Colombo.
3. The objects for which the Company is established are:—
 - (a) To acquire and carry on as a going concern the business of merchants and commission agents now carried on by Messrs. Mackwood & Company, and Charles Mackwood & Company, at Colombo, Ceylon, and all or any part of the assets and goodwill of that business.
 - (b) To carry on the business of planters, cultivators, sellers, and dealers in tea, cacao, rubber, coconut, and other tropical crops, and to manufacture, dispose of, sell, and deal in products of tea, cacao, rubber, coconut, and other tropical crops.
 - (c) To act as directors, secretaries, consignees, and commercial agents of any company or companies carrying on business or owning property or estates of any kind in Ceylon or elsewhere in the East, or to undertake any or all of these duties concurrently.
 - (d) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, and improvement, development, and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business, whether in respect of agricultural, commercial, or financial matters.
 - (e) To seek for and secure openings for the employment of capital in Ceylon, and elsewhere in the East, and with a view thereto to prospect, inquire, examine, explore, and test, and to despatch and employ expeditions, commissioners, experts, and other agents.
 - (f) To purchase, take on lease, or otherwise acquire and deal in immovable and movable property of all kinds, and any interests therein, including reversions, mortgages, charges, annuities, patents, licenses, policies, book debts, investments, and claims of every kind.
 - (g) To carry on business as financiers, and to act as financial advisers, and to facilitate and encourage the creation, issue, or conversion of debentures, debenture stock, bonds, obligations, shares, stocks, and securities, and to act as trustees in connection with any such securities, and to take part in the conversions of business concerns and undertakings.
 - (h) To acquire the goodwill, property, and assets, and to assume the liabilities of any other company, partnership or person carrying on business which this Company is authorized to carry on, and undertake the winding up of any such company or partnership.
 - (i) To manufacture, buy, sell, repair, alter, improve, manipulate, treat, and deal in all kinds of goods, wares, and merchandise, plant, machinery, apparatus, appliances, tools, utensils, products, materials, substances, articles, and things necessary or useful in carrying on any of the above business, or operations, or usually dealt in by persons or companies engaged therein.
 - (j) To make, build, construct, provide, maintain, improve, carry on, use, and work in any parts of the world, roads, ways, railways, tramways, telegraphs, telephones, electric light, canals, reservoirs, waterworks, wells, aqueducts, water-courses, furnaces, gasworks, piers, wharves, docks, saw and other mills, hydraulic works, factories, warehouses, boats, and other works and buildings which may be deemed expedient for the purposes of the Company, and to contribute to the cost of making, building, constructing, providing, carrying on, using, and working the same.
 - (k) To apply for or acquire by purchase or otherwise for the business of the Company in any parts of the world any factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes, or other things, British, Colonial, or foreign licenses, concessions, and the like conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company, and to use, exercise, develop, or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.
 - (l) To carry on any other business or businesses whatsoever and wheresoever which may in the opinion of the Board of the Company be conveniently carried on in connection with any business which the Company is authorized to carry on or calculated directly or indirectly to enhance the value of or render profitable any of the Company's properties or rights, and to transact any or every description of agency, commission, commercial, manufacturing, mercantile, and financial business.
 - (m) To promote any other company or companies for the purpose of acquiring or undertaking all or any of the property, assets, and liabilities of this Company, or of advancing, directly or indirectly, the objects or interests thereof, and to take and otherwise acquire and hold shares in any such company or companies, and to guarantee the payment of any debentures or other securities issued by any such company or companies.
 - (n) To purchase, subscribe for, underwrite, take, or otherwise acquire and hold, sell, mortgage, and deal in shares, stock, options, bonds, debentures, debenture stock, or obligations in any other company or corporation, or of any Government or State.
 - (o) To amalgamate with, or enter into partnership, or into any arrangement for sharing profits, union of interests, joint adventure, reciprocal concession, or co-operation with any person or company carrying on or about to carry on any business, occupation, or enterprise which this Company is authorized to enter into, undertake or carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or securities in any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
 - (p) To sell, let on lease, exchange, or dispose of all or any part of the undertaking, property, assets, and rights of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
 - (q) To distribute any of the properties of the Company, whether upon a distribution of assets or a division of profits, among the members in specie or otherwise.
 - (r) To draw, make, accept, endorse, execute, and issue promissory notes, bills of exchange, charter parties, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
 - (s) To lend, invest, and deal with moneys of the Company not immediately required in such manner as may from time to time be determined.
 - (t) To receive money and securities on deposit at interest or otherwise.

- (u) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by mortgage or charge and/or by the issue of debentures, debenture stock, or other securities, with or without a mortgage or charge, upon all or any of the Company's property or assets (either present or future), including its uncalled capital, and to purchase, redeem, and pay off any such securities, and to issue any such securities for such consideration or purpose as may be thought fit.
- (v) To guarantee the payment or performance of any debts, contracts, or obligations, and to accept property on trust, and to act as trustee and executor, administrator, liquidator, receiver, attorney, or director either gratuitously or otherwise.
- (w) To pay all expenses incident to the formation or promotion of this or any other company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in or debentures or other securities of the Company, or in or about the promotion, formation, or business of the Company, or of any other company promoted wholly or in part by this Company.
- (x) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employes or ex-employes of the Company, or its predecessors in business, or the dependants or connections of such persons, and to grant pensions and allowances and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (y) To sell, exchange, improve, manage, develop, lease, mortgage, charge, dispose of, turn to account, or otherwise deal with all or any part of the property, assets, and rights of the Company.
- (z) To procure the Company to be registered or incorporated in the United Kingdom, any British Colony, Protectorate or Dependency, or in any Foreign State, and to enter into any arrangements with any governments or authorities, supreme, provincial, municipal, local, or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (aa) To do all or any of the above things in any parts of the world, and either as principals, agents, trustees, or otherwise, and by trustees, sub-contractors, agents, or otherwise, and either alone or in conjunction with others.
- (bb) To do all such other things as are incidental to, or connected with, any of the above objects, or conducive to the attainment thereof, or otherwise likely in any respect to be advantageous to the Company, and in case of doubt as to what shall be so incidental, connected, conducive, or advantageous as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the Island of Ceylon or elsewhere; and, further, that the objects specified in each paragraph in this clause shall, except where otherwise expressed in such paragraph, be in nowise limited or restricted by reference to, or inference from, any other paragraph or the name of the Company.

4. The liability of the shareholders is limited.

5. The nominal capital of the Company is One million Six hundred thousand Rupees (Rs. 1,600,000), divided into Twenty thousand (20,000) cumulative preference shares of Fifty Rupees (Rs. 50) each, entitled to the preferential payment of dividend and return of capital mentioned in the Articles of Association registered herewith, and Twelve thousand (12,000) ordinary shares of Fifty Rupees (Rs. 50) each, and each of such ordinary shares is to confer on the holders thereof, rateably and in proportion to the number of said shares held by them respectively, the rights following, that is to say:—

- (1) The right to all the profits or other moneys of the Company available for dividend which it shall from time to time be determined to distribute, and which shall remain in each year after making such provision as the Directors shall think fit for reserve and/or depreciation, and after paying or providing for the payment out of such profits or other moneys (a) of the remuneration payable to the Directors for that year under the Articles of Association of the Company for the time being, (b) of a cumulative preferential dividend at the rate of 7 per cent. per annum on the capital paid up on such of the said preference shares as shall have been issued.
- (2) The right to the surplus assets which in a winding up of the Company shall remain after paying off the whole of the Company's paid up capital and any arrears of preference dividend.

The capital of the Company may be increased or reduced. The shares forming the capital (original, increased or reduced) of the Company may be subdivided, consolidated, or divided into such classes, with any preferential, deferred qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

We, the several persons whose names and addresses are 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.
F. E. MACKWOOD, Colombo	One
F. M. MACKWOOD, Colombo	One
F. O. MACKWOOD, Colombo	One
F. F. DARBY, Colombo	One
J. A. MACGILLIVRAY, Colombo	One
R. W. BAXTER, Colombo	One
A. E. LUBBOCK, Colombo	One
Total shares taken	Seven

Witness to the above seven signatures, at Colombo, this 21st day of May, 1919:

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

ARTICLES OF ASSOCIATION OF MACKWOODS, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

4. 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 "Mackwoods, 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 Ordinances, 1861 to 1909," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.
 - "Special resolution" has the meaning assigned thereto by the Ordinance.
 - "Extraordinary resolution" means a resolution passed by three-fourths in number and value of such shareholders of the Company for the time being entitled to vote as may be present at any meeting of the Company of which notice specifying an intention to propose such resolution as an extraordinary resolution has been duly given.
 - "These presents" 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" or "Member" means a shareholder of the Company.
 - With regard to a shareholder "presence or present" at a meeting means presence or present personally or by proxy or by attorney duly authorized.
 - "Directors" 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.
 - "In writing" and "written" include printing, lithography, and other modes of representing or reproducing words in a visible form.
 - "Words" importing the singular number only include the plural, and *vice versa*.
 - "Words" importing the masculine gender only include the feminine, and *vice versa*.
 - "Dividend" includes bonus.
 - "Paid up" shall include "credited as paid up."
5. Subject to the preceding Article, any words defined in the Ordinance shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

PRELIMINARY AGREEMENT.

6. The Company shall forthwith enter into and carry into effect with or without modification, an agreement with Messrs. Frank Mitchell Mackwood, Frank Edward Mackwood, James Anderson MacGillivray (so far as his estate or interest in the said business and the assets thereto extends), Francis Oswald Mackwood, Edward Oswald Mackwood, Richard Frederick Darby, in terms of the draft, a copy whereof has for the purposes of identification been endorsed with the signature of a member of the firm of Messrs. Julius & Creasy, a Proctor of the Supreme Court, and the Board shall forthwith carry same into effect, with full power, nevertheless, from time to time, to agree to any modification of the terms thereof, either before or after execution thereof.

The basis on which the Company is established is that the Company shall carry the said agreement into effect, subject to such modifications, if any, as aforesaid, and accordingly no objection shall be made to the said agreement by the Company or by any member, creditor, or liquidator thereof, upon the ground that any vendors, agents, or other persons interested therein are to be first Directors of the Company, or as vendors, promoters, agents, or otherwise stand in a fiduciary position towards the Company, or that there is in the circumstances, no independent Board of the Company, and any Directors of the Company who are interested therein shall be respectively entitled to retain and dispose of for their own use all benefits (if any) accruing to them directly or indirectly under or by virtue of the said agreement or of any other agreements in connection therewith, and the said agreement when executed with or without modification shall not be liable to be set aside on any such grounds as aforesaid, or upon any ground in anywise connected therewith, and every member of the Company present and future shall be deemed to have full notice of the contents of the said agreement, and to sanction the same and to agree to be bound thereby or by any such modification thereof as aforesaid, and to join the Company on the basis aforesaid.

BUSINESS.

7. The business of the Company may, subject to the provisions of the Ordinance, be commenced as soon as the Board thinks fit.

8. Subject as aforesaid any branch or kind of business which by the Memorandum of Association of the Company, or by these presents, is either expressly or by implication authorized to be undertaken by the Company may be undertaken by the Board at such time or times as they shall think fit, and further suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with such branch or kind of business.

9. The Board shall not employ the funds of the Company or any part thereof in the purchase of or in loans upon the security of the shares of the Company.

SHARES.

10. The nominal capital of the Company is One million Six hundred thousand Rupees (Rs. 1,600,000), divided into twenty thousand (20,000) preference shares of Fifty Rupees (Rs. 50) each, and twelve thousand (12,000) ordinary shares of Fifty Rupees (Rs. 50) each, and the said preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of 7 per cent. per annum on the capital for the time being paid up or credited as paid up thereon and

the right in a winding up to payment off of capital and arrears of dividend (whether declared or undeclared at the commencement of the winding up) in priority to the ordinary shares, but shall not confer any further right to participate in profits or assets.

11. The shares taken by the subscribers to the Memorandum of Association and those to be allotted pursuant to the agreement referred to in Article 6 hereof shall be duly issued by the Directors. No further shares shall be issued without the authority of the Company in General Meeting. Subject to any direction to the contrary which may be given by the meeting which authorizes the issue of further shares, the further shares to be issued shall be offered to the members 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 member is entitled and limiting the 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 member to whom such notice is given that he declines to accept the shares offered, the Directors may allot or otherwise dispose of the same to such person and upon such terms as they think fit.

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

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

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

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

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

17. 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.

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

19. 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.

20. 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 48 to become a shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

23. 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 holders of ordinary shares in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company, without first offering such shares to the registered shareholders for the time being of the Company.

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

25. The Company in General Meeting may by special resolution reduce the capital in such manner as such special resolution shall direct, and may by special resolution subdivide or consolidate the shares of the Company or any of them.

SHARE CERTIFICATES

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

27. The certificates of shares shall be issued under the seal of the Company.

28. 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 may deem adequate being given, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.

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

TRANSFER OF SHARES.

30. Shares in the Company may be transferred by transfer in the usual common form. The instrument of transfer shall be signed by both the transferor and transferee, and shall contain the name, address, and occupation of the transferee, and the transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register in respect thereof.

31. Every instrument of transfer shall be left at the office or such other place as the Board may prescribe, with the certificate of every share to be thereby transferred, and such other evidence as the Board may reasonably require to prove the title of the transferor or his right to transfer the shares; and the instrument of transfer and certificate shall remain in the custody of the Board, but shall be at all reasonable times produced at the request and expense of the transferor or transferee, and their respective representatives or any of them. A new certificate shall be delivered to the transferee after the transfer is completed and registered on his application for the same, and when necessary a balance certificate shall be delivered to the transferor. A fee not exceeding one rupee may be charged for each transfer.

32. The person proposing to transfer any share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale of the share at the price so fixed, or at the option of the purchaser, at the fair value to be fixed by the Auditors in accordance with these Articles. 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.

33. The Company in General Meeting may make and from time to time vary rules as to the mode in which any share specified in any transfer notice given to the Company as aforesaid 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 by extraordinary resolution of the Company the share specified in the transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the life Directors hereinafter named and such offer shall be made to them collectively and individually, but so that in the case of competition they shall rank for acceptance *pari passu* in proportion to the shares held by them respectively, and so that if any shares cannot be so apportioned such shares shall be offered to them in order determined by lot, and the life Directors shall cause lots to be drawn accordingly. Any shares not taken up by the life Directors within 90 days shall be offered by the Company to the ordinary Directors or any person selected by the life Directors whom they may deem it desirable in the interests of the Company to admit to membership. Subject as aforesaid the shares shall be offered by the Company to the members other than the proposing transferor, as nearly as may be in proportion to the existing shares held by them respectively. The offer whether to a person selected as aforesaid or to a member shall in each case limit the time (not exceeding 90 days) within which the same, if not accepted, will be deemed to be declined, and may notify to the members that any member who desires an allotment of shares in excess of his proportion, should in his reply state how many excess shares he desires to have; and if all the members do not claim their proportions the unclaimed shares shall be used for satisfying the claims in excess. If any shares shall not be capable, without fractions, of being offered to the members in proportion to their existing holdings, the same shall be offered to the members or some of them, in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

34. If the Company shall within the time limited as aforesaid or within 180 days after being served with the transfer notice find a member or person selected as aforesaid willing to purchase the share (hereinafter called "the purchasing member"), 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 purchasing member.

35. In case any difference arises between the proposing transferor, and the purchasing member as to the fair value of a share, the Auditors shall, on the application of either party, certify in writing the sum which, in their opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditors shall be considered as acting as experts and not as arbitrators.

36. 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.

37. If the Company shall not, within the time limited as aforesaid, or within 180 days after being served with the transfer notice, find a member willing to purchase the shares, and give notice in manner aforesaid, the proposing transferor shall at any time within 90 days afterwards be at liberty to sell and transfer the shares (or those not placed) to any person and at any price.

38. Any share may be transferred by a life Director to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, or wife of the Director, and any share of a deceased life Director may be transferred by his executors or administrators to any child, or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, or widow of such deceased Director (to whom such deceased Director may have specifically bequeathed the same), and shares standing in the name of the trustees of the will of any deceased life Director may be transferred upon any change of trustees to the trustees for the time being of such will.

39. The Directors may refuse to register any transfer of shares (a) where the Company has a lien on the shares, or (b) where the Directors are not of an opinion that it is desirable to admit the proposed transferee to membership. But paragraph (b) of this Article shall not apply where the proposed transferee is already a member, nor to a transfer made pursuant to Article 38 hereof.

40. The holders for the time being of nine-tenths of the issued capital may at any time serve the Company with a requisition to enforce the transfer of any particular shares not held by the requisitionists. The Company shall forthwith give to the holder of such shares notice in writing of the requisition (with a copy of this Article subjoined), and unless within 14 days afterwards the holder shall give to the Company a transfer notice in respect of his shares in accordance with Article 32 hereof he shall be deemed at the expiration of that period to have actually given such notice, and to have specified therein the amount of capital paid up on the shares as the sum he fixes as the fair value for the purposes of this Article, any person entitled under Article 48 or otherwise to transfer shall be deemed the holder of such share.

41. In the event of the death of a life Director or an ordinary Director the surviving life Directors or life Director and in the event of the death of all the life Directors, then the ordinary Directors for the time being may at any time thereafter serve the Company with a requisition to enforce the transfer to them in proportion to the existing shares held by them respectively of any shares standing in the name of such deceased life Director or ordinary Director or transferred by a life Director under Article 38, and the provisions of Article 40 as to giving notice and other relevant provisions of that Article shall apply to every such requisition, save that ninety days shall be substituted for fourteen days, and that the purchasing member or members may at his or their option postpone completion of the purchase as to one-half of the shares for any period not exceeding two years from the date when the transfer notice shall be deemed to have been given as aforesaid, in which case all dividends payable in respect of that half of the shares down to the date of actual completion of the purchase shall belong to be retained by the vendor.

42. No Member of the Company shall, without the consent in writing of all the Members for the time being of the Company, be interested as a shareholder, director, partner, manager, or otherwise in any concern carrying on any business in competition with the Company or having interests opposed to those of the Company, and if it shall be proved to the satisfaction of the Directors that any member has committed a breach of this Article, they may serve him with a notice in writing requiring him to retire from or otherwise determine his interest in such concern, and stating that in the event of non-compliance with such requisition within twenty-eight days his shares shall be liable to forfeiture, and unless within

twenty-eight after the service of such notice it shall be proved to the satisfaction of the Directors that the requisition has not been complied with the whole or any of the shares of such member may be forfeited by resolution of the Directors to that effect.

43. A member of the Company shall not without the Company's consent, either solely or jointly with, or as Director, manager, or agent of or for any other Company or person or persons, directly or indirectly, carry on or be engaged or concerned or interested as a shareholder or otherwise in any business which the Company is authorized to carry on, and the Directors may, by resolution, forfeit, without prejudice to the provisions of Article 51 (d), the shares of any member who acts in contravention of this provision, but this Article shall not apply to any member of the Company holding shares or debentures in any registered limited liability Company not carrying on business in competition with the Company nor having interests opposed to those of the Company.

44. A person who ceases to be a member of the Company shall not at any time within three years to be computed from the time when he so ceases to be a member, either solely or jointly with, or as Director, manager, or agent of or for any other Company or person or persons, directly or indirectly, carry on or be engaged or concerned or interested in the business of a merchant, produce broker, or commission agent in the Island of Ceylon, or permit or suffer his name to be used or employed in, or connected with any such business, except with the consent of the Board.

45. The Company shall provide a register of transfers, which shall be kept by the Secretary under the control of the Board, and in which shall be entered the particulars of every transfer or transaction of every share.

46. No transfer shall be made to a minor or person of unsound mind.

47. The register may be closed during such time as the Board think fit, not exceeding in the whole twenty-one days in any one year.

TRANSMISSION OF SHARES.

48. In the case of the death of a member, the survivors or survivor, where the deceased was a joint-holder, and the executors or administrators of the deceased, where he was a sole holder, shall be the only persons recognized by the Company as having any title to his shares; but nothing herein contained shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.

49. The Directors may call on the executors or administrators of a deceased member to transfer the shares of the deceased to some person to be selected by such executors or administrators and approved by the life Directors or Director or (if all the life Directors be dead) by the ordinary Directors, and if the executors or administrators do not comply forthwith with such call, they shall be deemed to have served the Company with a transfer notice under Article 32 and to have specified therein a sum equal to the amount paid up on the shares as the fair value, and the provisions of that and the subsequent Articles shall take effect.

50. A person entitled to a share in consequence of the death or bankruptcy of a member shall not be entitled to receive notice of, or to attend or vote at, meetings of the Company, or to receive payment of any dividends or to exercise any of the rights and privileges of a member, unless and until he shall have been registered as the holder of the shares.

SURRENDER AND FORFEITURE OF SHARES.

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

(a) If any shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such shareholder or his executors or administrators, or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

52. Every share surrendered or declared forfeited under any of the provisions hereinbefore contained 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.

53. The surrender and 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.

54. A certificate in writing under the hands of two 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 such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company; such purchaser thereupon shall be deemed the holder of such share, discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

55. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 52 hereof, shall be redeemable after sale or disposal.

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

57. 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.

58. The nett proceeds of any such sale as aforesaid under the provisions of Articles 52 and 57 hereof shall be applied in or towards the satisfaction of such debts, liabilities, or engagements, and the residue (if any) shall be paid to such shareholder or his representatives.

A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that the power of sale given by clause 57 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

60. In the event of any shareholder in the employment of the Company (other than the said Frank Mitchell Mackwood) severing his connection with the Company, the Directors may call on him to sell one-half of his ordinary shares in the Company to the Board at the value to be fixed by the Auditors, and in the event of his taking up any other employment without the consent of the Board, the Directors may call on him to sell the whole or any portion of his shares in the Company to the Board at the value to be fixed by the Auditors, and in case of non-compliance in either case, such shares may be forfeited by resolution of the Directors.

ALTERATION OF CAPITAL.

61. The Board 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.

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, but this Article shall be subject to the provisions of clause 5 of the Memorandum of Association.

62. 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 Board may dispose of the same in such manner as they think most beneficial to the Company. The Board 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 Board, be conveniently offered under this Article. The Board 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.

63. 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.

64. 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.

CALLS.

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

(b) A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors or by resolution in writing in terms of Article 131.

(c) 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.

66. Any sum or premium which by the terms of allotment of a share is made payable upon allotment or at any fixed date, and any instalment of a call or premium shall, for all purposes of these presents, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture, and the like, and all other the relevant provisions of these presents shall apply as if such sum, premium, or instalment were a call duly made and notified as hereto provided.

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

68. The Directors may at their discretion receive from any shareholder willing to advance the same, and upon such terms as they think fit, all or any part of the amount of his shares beyond the sum actually called up.

MEETINGS.

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

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

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

72. Any General Meeting convened by the Board, unless the time thereof shall have been fixed by General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is hereinafter mentioned, may be postponed by the Board by notice in writing, and the meeting shall, subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business convened by the original notice.

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

74. 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, and may consist of several documents in like form, each signed by one or more of the requisitionists. 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.

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

76. Any meeting convened by requisitionists as aforesaid shall be convened in the same manner, as nearly as possible, as that in which meetings are convened by the Board.

77. Any holder of an ordinary share may, on giving not less than 10 days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

78. Seven days' notice, specifying the time and place of a meeting, and specifying also in the case of any special business the general nature of the business to be transacted thereat, shall be given by the Secretary, or other officers of the Company, or any other person appointed by the Board to do so, to such members as are entitled to receive notices from the Company, provided that with the consent in writing of all the holders of ordinary shares a meeting may be convened by a shorter notice and in any manner they think fit. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

79. The accidental omission to give notice of any meeting to, or the non-receipt of such notice by, any member shall not invalidate any resolution passed or proceeding had at any such meeting.

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

81. 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.

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

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

84. The Chairman (if any) of the Board of Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary ; but if there be no Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, or if he shall refuse to take the chair, or shall retire from the chair, the shareholders shall choose another Director as Chairman ; and if no Director be present, or if all the Directors present decline to take the chair, then the shareholders present shall choose one of their number to be Chairman.

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

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

87. 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.

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

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

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

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

92. On a show of hands every member present in person shall have one vote only. In case of a poll every member present in person or by proxy or attorney shall have one vote for every ordinary share, and one vote for every preference share, held by him. When voting on a resolution involving the winding up of the Company, every shareholder shall have one vote for every share held by him, but no such resolution shall be deemed to be carried unless passed by three-fourths in number and value of such shareholders of the Company for the time being entitled to vote as may be present in person or by proxy or by attorney at any meeting, of which notice specifying the intention to propose such resolution has been duly given.

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

94. Votes may be given either personally or by proxy or by attorney duly authorized.

95. No person shall be appointed a proxy who is not a holder of an ordinary share of the Company, but the attorney of a holder of an ordinary share, even though not himself a shareholder of the Company, may represent and vote for his principal at any meeting of the Company.

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

97. The instrument appointing a proxy shall be printed or written, and shall be signed by the appointer or his attorney, or if such appointer be a corporation, it shall be under the common seal of such corporation.

98. The instrument appointing a proxy with the letter or power of attorney under which it may be signed 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. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

Every instrument appointing a proxy shall, as nearly as circumstances admit, be in the form or to the effect following:—

I, _____, of _____, being an ordinary shareholder of Mackwoods, Limited, hereby 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 _____.

99. 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.

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

DIRECTORS.

101. The said Frank Mitchell Mackwood, Francis Oswald Mackwood, Frank Edward Mackwood, Edward Oswald Mackwood, Richard Frederick Darby (who are herein referred to as "life Directors") and James Anderson MacGillivray (who, with any other Directors, is herein referred to as an ordinary Director) shall be the first Directors of the Company.

102. The said life Directors shall be entitled to hold office so long as each holds shares of the Company of any class of the nominal value of Seventy-five thousand Rupees (Rs. 75,000). In the event of any life Director ceasing to hold shares of the Company of any class of the nominal value of Seventy-five thousand Rupees (Rs. 75,000), he shall thereupon be deemed to be elected to office as an ordinary Director of the Company.

103. So long as the said Frank Mitchell Mackwood, Francis Oswald Mackwood, Frank Edward Mackwood, Edward Oswald Mackwood, and Richard Frederick Darby, or one or more of them, shall be life Directors or life Director of the Company, no other Director or Directors of the Company shall be appointed without the consent of such life Directors or life Director.

104. The qualification of a Director, other than a life Director, shall be the holding in his own right alone of shares of the Company of any class of a nominal value of Ten thousand Rupees (Rs. 10,000).

105. None of the life Directors shall be obliged to devote the whole of his time and attention to the business of the Company, but every ordinary Director, except with the consent of the Board, shall devote the whole of his time and attention to the business of the Company.

Provided that if any life Director fail to devote a reasonable amount of his time and attention, in the opinion of the Board, to the business of the Company, his remuneration may be reduced by the Board at their absolute discretion. The question of the reasonable amount of time and attention to be devoted shall be decided by the Board, and their decision thereon shall be final.

If any life Director (other than the said Frank Mitchell Mackwood) shall be absent from the Island for a period exceeding eighteen months in a period of three years, without the previous consent of the Board; or if any life Director whilst in the Island shall fail to devote a reasonable amount of his time and attention, in the opinion of the Board, to the business of the Company, one half of his ordinary shares may be sold by a resolution of the Directors.

106. Unless otherwise declared by a General Meeting, the number of Directors shall never be less than three, or more than seven.

The remuneration of the life Directors shall be such sum as subject to any agreement the Company may determine. The remuneration of the ordinary Directors may be fixed from time to time by the Company in General Meeting, but should any ordinary Director fail to devote the whole of his time and attention to the business of the Company, the amount of his remuneration may be reduced by the Board, at their absolute discretion.

Any Director absent from the Island, except on furlough or with leave from the Board, shall not draw remuneration during such absence.

107. Any casual vacancy occurring among the Directors may be filled up by the Company in General Meeting, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number falls below the minimum above fixed the remaining Director or Directors (unless they be both life Directors) shall not commit the Company to any new business, so long as the number is below the minimum.

The office of a Director shall be vacated—

- (a) If he, without the sanction of a General Meeting, accept or hold any other office under the Company except that of Managing Director, Managing Secretary, manager, or trustee.
- (b) If he become bankrupt, or suspend payment, or compound with his creditors.
- (c) If he engage on his own account in speculative transactions in produce, stocks, or shares without the previous consent of all the other Directors.
- (d) If he absents himself from the meetings of the Company for a period exceeding three months at any one time without the consent of the life Directors.
- (e) If he be found lunatic or become of unsound mind.
- (f) If he be called upon by all the other Directors to resign his office.
- (g) If by notice in writing to the Company he resign his office.

Provided that sub-clauses (d) and (f) of this Article shall not apply to a life Director. Until an entry of the vacating of office by the Director under one of the sections of this Article shall be entered in the minutes of the Board of Directors his acts as a Director shall be effectual.

108. A Director or intending Director shall not be disqualified by his office from entering into a contract or arrangement with the Company, either as vendor, purchaser, manager, agent, broker, or otherwise, and no such contract or arrangement or any contract or arrangements entered into, by, or on behalf of, the Company with any person, firm, or company of or in which any Director shall be in any way interested, shall be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding the office of Director, or of the fiduciary relation thereby established. Any Director so contracting or being so interested as aforesaid shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest, if his interest then exists, or in any other case at the first Board Meeting after the acquisition of his interest, and a Director shall not as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, but this prohibition shall not apply to the purchase and acquisition referred to in Article 6 of these presents, or to any other agreements in connection therewith, or to any modification thereof, or to any matters arising thereout, or to any contract by or on behalf of the Company to give to the Directors or any of them security by way of indemnity or of security for advances or to a settlement or set-off of cross claims, and it may at any time or times be suspended or relaxed by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in any transaction with such firm or company, shall be sufficient disclosure under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company as aforesaid.

POWERS OF THE BOARD.

109. Subject to the provisions hereinbefore contained as to the life Directors, and subject to any agreement to the contrary, the business of the Company shall be managed by the Board, who may exercise all such powers of the Company, and do on behalf of the Company all such acts as are within the scope of the Memorandum and Articles of Association of the Company, and as are not by the Ordinances or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Ordinances and to such regulations, being not inconsistent with the said regulations as may 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 regulations had not been made.

LOCAL MANAGEMENT.

110. The Board may from time to time provide for the management of the affairs of the Company in Ceylon or abroad in such manner as they shall think fit, and the provisions contained in the six next following Articles shall be without prejudice to the general powers conferred by this Article.

111. The Board from time to time, and at any time, may establish any local boards or agencies for managing any of the affairs of the Company in Ceylon or abroad, and may appoint any persons to be members of such local boards or any managers or agents and may fix their remuneration.

112. The Board may appoint any one of their number, or any other person, to be Chairman of any local board, and may lay down such rules and regulations, as they may think fit for the conduct of the business of any local board, and may revoke, annual, or vary any such appointment, rules, or regulations.

113. The Board, from time to time and at any time, may delegate to any Managing Director, local board manager, or agent, any of the powers, authorities, and discretions for the time being vested in the Board with regard to the conduct of the business of the Company (other than the powers to make calls and to mortgage the Company's assets), with power to sub-delegate and may authorize the members for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies.

114. Any such appointment or delegation as aforesaid may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed and may by letter, telegram, or cablegram annul or vary any such delegation, but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby.

115. The Board may from time to time, and at any time, by power of attorney under the seal, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities, and discretions, and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Board think fit) be made in favour of any of the Directors or of the members or any one or more of the members of any local board established as aforesaid, or in favour of any company or of the members, directors, nominees, or managers of any company or firm, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Board, and any such powers of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Board think fit. Any such attorneys as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.

BORROWING.

116. The Board may at any time borrow or raise for the purpose of the Company from the Directors, members, or other persons, or any bank, firm, or company, such sums of money, and at such rates of interest as the Board may think proper, and may secure the repayment of such moneys by mortgage or charge, or by debentures or debenture stock, perpetual or otherwise, forming a charge upon the whole or any part of the property, assets, and undertaking of the Company, both present and future, including its uncalled capital for the time being, in such manner, and upon terms and conditions and with such security as the Board shall determine, but so that the amount at any one time owing in respect of moneys so raised, borrowed, or secured, shall not, without the previous sanction in writing of a life Director, exceed the sum of Rs. 200,000, and shall not without the sanction of a General Meeting exceed the nominal amount of the capital. Nevertheless no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

ROTATION OF DIRECTORS.

117. At the Ordinary General Meeting in the year 1923 and in each subsequent year, one Director, not being a life Director, shall retire from office, but this provision shall be subject to any agreement to the contrary binding upon the Company. A retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected.

118. Subject to the provisions herein contained with respect to the life Directors the Director to retire in every year shall be the Director who has been longest in office since their last election. As between Directors of equal seniority, the Director to retire shall (unless such Directors of equal seniority shall agree amongst themselves) be selected from among them by lot.

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

120. The Company may at the meeting at which any Director retires in manner aforesaid fill up the vacated office of each Director by electing a person thereto. And if at any such meeting the place of a retiring Director is not filled up the retiring Director shall be deemed to have been re-elected, unless a resolution reducing the number of Directors is passed at the same meeting.

121. No person not being a Director retiring at the meeting shall, unless recommended by the Board for election, be eligible for the office of a Director at any General Meeting, unless he shall have been approved by the life Directors.

122. With the consent of the life Directors the Company may from time to time in General Meeting increase or reduce the number of Directors, and may alter their qualification and may also determine in what rotation such increased or reduced number shall go out of office.

123. The Company by an extraordinary resolution may remove any Director, other than a life Director, before the expiration of his period of office, and may by ordinary resolution appoint another person to be a Director in his stead. The person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.

MANAGING DIRECTOR.

124. Subject to any agreement to the contrary and to the consent of the life Directors the Board may from time to time appoint one or more of their number to be a Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to his or their period of office, and may, with the consent of the life Directors from time to time remove any Managing Director and appoint another in his place.

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

126. Subject to any agreement, the remuneration of a Managing Director shall from time to time be fixed by the Board, and may be by way of salary or commission or participation in the profits, or by any or all of those modes, and shall, if so determined by the Board, be in addition to his share of any remuneration payable to the Board or to the Managing Director as one of the Board.

127. A Managing Director may perform such duties, and exercise all such powers, authorities, and discretions as are exercisable by the Board (other than the power to make calls and to mortgage the assets of the Company) on such terms and conditions and with such restrictions (if any) as the Board from time to time may direct.

PROCEEDINGS OF THE BOARD.

128. The Board may meet together for the despatch of business at such place and adjourn and otherwise regulate their meetings as they think fit. Whenever one or more of the life Directors shall be in the Island of Ceylon, the presence of one of them shall be necessary to form a quorum. Subject as aforesaid two Directors shall form a quorum. A Director may at any time, and the Secretary upon request of a Director, shall convene a meeting of the Board. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have an additional or casting vote in addition to his vote or votes as a Director. It shall not be necessary to give any notice of a meeting of Directors to any Director who is absent from Ceylon.

129. 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.

130. Any question which may arise at any meeting of the Board shall be decided by the votes of the Directors present, and each of the life Directors shall be at liberty so long as he shall be a Director by writing under his hand to authorize any other member of the Board to vote for him at any meeting or meetings of the Board, and such authority may be general or may be limited to any one or more meetings or to any specific question or questions, and must if required be produced at any meeting at which the holder of the authority proposes to vote.

131. 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.

132. The Board may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations, that may from time to time be imposed on it by the Board.

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

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

135. If any Director being willing shall be called upon to perform extra services, or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, and shall do so, the Company may remunerate such Director, either by a fixed sum or by a percentage of profits, or otherwise, as may be determined by the Board, and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.

MINUTES.

136. The Board 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.

THE SEAL.

137. The Board shall forthwith procure a common Seal to be made for the Company and shall provide for the safe custody of the Seal, which shall only be used pursuant to a resolution passed at a meeting of the Board, or a committee of the Board authorized to use the Seal, and in the presence of a life Director, or in the presence of one at least of the ordinary Directors, who shall sign every instrument to which the Seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Board.

DIVIDENDS.

138. Subject as aforesaid, and to the rights of holders of shares issued upon special conditions, and to any arrangement that may be made by the Company to the contrary, and subject as to shares not fully paid up to any special arrangement made as regards money paid in advance of calls, the profits of the Company shall be divisible among the members in proportion to the capital paid up or credited as paid on the shares held by them respectively.

139. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interests in the profits, and may fix the time for payment. Provided always that if shares shall have been issued during the course of a financial year the holder thereof shall, subject to any arrangement made by the Board to the contrary, only be entitled to have paid to him in respect of dividends on such shares a proportionate part of the dividends for such financial year calculated on the proportionate part of the year from the date on which such shares were allotted treating such dividends as earned rateably over the whole year.

140. No dividend shall be payable out of the capital of the Company, and the declaration of the Board as to the amount available for dividend shall be conclusive.

141. The Board may from time to time, without calling any General Meeting, pay to the members on account of the next forthcoming dividend such interim dividend as in their judgment the position of the Company justifies.

142. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company or paid-up shares, debentures, or debenture stock of any other company, or in any one or more of such ways, and the Board shall give effect to such resolution, and where any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Board.

143. The receipt of the person appearing by the register to be holder of any shares shall be a sufficient discharge to the Company for any dividend or other money payable in respect of such shares; and where several persons are the joint-holders of a share the receipt of any one of them shall be a good discharge to the Company for any dividend or other moneys payable thereon.

144. No dividend shall bear interest against the Company.

145. Notice of any dividend that may have been declared shall be given to the members, or sent by post or otherwise to their registered places of address.

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

147. The Board may retain the dividends payable upon shares in respect of which any person is under the Articles relating to the transmission of shares entitled to become a member, or which any person under those articles is entitled to transfer, until such person shall become a member in respect thereof or shall duly transfer the same.

148. Unless otherwise directed, any dividend may be paid by cheque or warrant sent, through the post to the registered address of the member entitled, or in the case of joint-holders to that one whose name stands first on the register in respect of the joint-holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent, and the payment of any such cheque or warrant shall operate as a good discharge to the Company in respect of the dividend represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that the indorsement thereon has been forged.

149. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed.

RESERVED FUND.

150. Before the declaration of a dividend the Board 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 Board 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.

151. The Board shall cause true accounts to be kept of all the transactions, assets, and liabilities of the Company.

152. The books of account shall be kept at the office, or at such other place or places as the Board shall think fit, and no member, other than a Director or Auditor or any other officer, clerk, accountant, or other person whose duty requires and entitles him to do so, shall be entitled to inspect the books, accounts, documents, or writings of the Company, except as provided by the Ordinances or authorized by the Board, or by a resolution of the Company in General Meeting.

153. A balance sheet shall be made out and laid before the Company at its Annual General Meeting in each year, and such balance sheet shall contain a general summary of the assets and liabilities of the Company. The balance sheet shall be accompanied by a report of the Board as to the state and conditions of the Company, as to the amount (if any) which they recommended to be paid by way of dividend or bonus to the members, and the amount (if any) which they propose to carry to reserve. The report and balance sheet shall be signed on behalf of the Board by at least two of the Directors of the Company, or, if there is only one Director for the time being, by that Director, and shall be countersigned by the Manager or Secretary.

154. A copy of the Directors' report and balance sheet shall, during at least seven days previous to the General Meeting, lie at the office for inspection by the members.

AUDIT.

155. The Company shall, at each Annual General Meeting, appoint an Auditor or Auditors to hold office until the next Annual General Meeting.

156. If an appointment of Auditors is not made at an Annual General Meeting the Board may appoint an Auditor of the Company for the current year, and fix the remuneration to be paid to him by the Company for his services.

157. A Director or officer of the Company shall not be capable of being appointed Auditor of the Company.

158. A person other than a retiring Auditor, or a person recommended by the Board, shall not be capable of being appointed Auditor at an Annual General Meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the Annual General Meeting, and the Board shall send a copy of any such notice to the retiring Auditor, and shall give notice thereof to the members not less than seven days before the Annual General Meeting. Provided that if after a notice of the intention to nominate an Auditor has been so given, an Annual General Meeting is called for a date fourteen days or less after that notice has been given, the notice, though not given within the time required by this Article, shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the Company may, instead of being sent or given within the time required by this Article, be sent or given at the same time as the notice of the Annual General Meeting.

159. Messrs. Ford, Rhodes, Thornton & Co., of Colombo, shall be the first Auditors of the Company, and they shall hold office until the First Annual General Meeting unless previously removed by a resolution of the members in General Meeting, in which case the members at such meeting may appoint Auditors.

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

161. The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remuneration of any Auditors appointed before the First Ordinary General Meeting or to fill up any casual vacancy may be fixed by the Board.

162. Every Auditor shall have a right of access at all times to the books and accounts and vouchers of the Company, and, as regards books, accounts, and vouchers ordinarily kept abroad, shall be entitled to rely upon copies thereof or extracts therefrom certified by the Company's representatives abroad, and shall be entitled to require from the Board and the office of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors, and the Auditors shall make a report to the members on the accounts examined by them, and on every balance sheet laid before the Company in General Meeting during their tenure of office.

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

164. Any Auditor shall, on quitting office, be eligible for re-election.

NOTICES.

165. 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.

166. All notices directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such person is named first in the register, and notices so given shall be sufficient notice to all the holders of such share.

167. Any member described in the register by an address not in Ceylon, who shall from time to time give the Company an address of himself or his attorney in Ceylon, at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but save as aforesaid, and save in the case of a life Director or his alternate, and save as provided by these presents, no member other than a member described in the register by an address in Ceylon shall be entitled to receive any notice from the Company.

168. Any notice required to be given by the Company to the members or any of them, and not expressly provided for by these presents, shall be sufficiently given by advertisement in the *Ceylon Government Gazette*.

169. Any notice, if served by post, shall be deemed to have been served at the time when the letter containing the same is put into a post office situated in Colombo, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into such post office.

170. Where a given number of days' notice or notice extending over any other period is required to be given the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

171. Any notice or document delivered or sent by post to, or left at, the registered address of any member shall, notwithstanding such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served on his heirs, executors, and administrators.

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

EVIDENCE.

173. 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.

WINDING UP.

174. (1) If the Company shall be wound up, whether voluntarily or otherwise, the Liquidator may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trust for the benefit of the contributories as the Liquidator with the like sanction shall think fit.

(2) If thought expedient, any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association), and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, but in default of any such provision the assets shall, subject to the rights of the holders of shares issued with special rights or privileges or on special conditions, be distributed rateably according to the amount paid or credited as paid up on the shares; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent any ancillary rights as if such determination were a special resolution.

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

INDEMNITY.

175. The Directors, Managing Director, Managers, Agents, Auditors, Secretary, and other officers or servants for the time being of the Company, and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their heirs, executors, and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages, and expenses which they or any of them, their or any of their heirs, executors, or administrators shall or may incur or sustain by or by reason of any contract entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful act, neglect, or default respectively, and none of them shall be answerable for the acts, receipts, neglects, or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for any bankers, brokers, or other persons into whose hands any money of the Company may come, or for any defect of title of the Company to any property purchased, or for insufficiency or deficiency of or defect of title of the Company to any security upon which any moneys of or belonging to the Company shall be placed out or invested, or for any loss, misfortune, or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.

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

F. E. MACKWOOD.
F. M. MACKWOOD.
F. O. MACKWOOD.
R. F. DARBY.
J. A. MACGILLIVRAY.
R. W. BAXTER.
A. E. LUBBOCK.

Witness to the above seven signatures, at Colombo, this 21st day of May, 1919 :

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

[Third Publication.]

2-9/19 31
The Hakgalla Tea Estate Company of Ceylon, Limited.

NOTICE is hereby given that the Sixth Annual General Meeting of the Shareholders of this Company will be held at the registered office of the Company, Ambewatte House, Slave Island, Colombo, on Wednesday, July 9, 1919, at 12 noon.

Business.

1. To receive the report of the Directors and the accounts for the season ended March 31, 1919.
2. To elect a Director.
3. To appoint Auditors.
4. To transact any such business that may be properly brought before the Meeting.

By order of the Directors,

9/19 25
CUMBERBATCH & Co.,
Colombo, June 27, 1919. Agents and Secretaries.

Martin Coconut Estates of Chilaw, Limited.

9/19 25
NOTICE is hereby given that the Sixth General Meeting of Shareholders of this Company will be held at its registered office, Prince building, Prince street, Fort, Colombo, on Wednesday, July 9, 1919, at 3 p.m.

Business.

1. To receive the report of the Directors and accounts for the past season.
2. To declare a dividend.

3. To elect a Director.
4. To elect Auditors for current season.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from June 25 to July 12, 1919, both days inclusive.

By order of the Directors,

LEWIS BROWN & Co.,
Colombo, June 25, 1919. Agents and Secretaries.

Chas. P. Hayley & Co.

2-9/19 31
MR. OTTO JOHANNES STEIGER has been admitted a Partner in our Firm as and from January 1, 1919.

CHAS. P. HAYLEY & Co.

Hayley & Kenny.

2-9/19 31
MR. OTTO JOHANNES STEIGER has been admitted a Partner in our Firm as and from January 1, 1919.

HAYLEY & KENNY.

Auction Sale.

2-9/19 31
In the District Court of Colombo
UNDER decree entered in case No. 651,743, D. 10, Colombo, and by virtue of the order issued to me, I shall sell by public auction on Saturday, July 19, 1919, at

4.30 P.M., at the spot, the following property declared specially bound and executable for the recovery of the amounts due under the said decree, to wit:—An undivided halfshare of the portion of land called Hettiyawatta, with the plantations thereon, bearing lot No. 350 and allotted as No. 350A, situated at Wellawatta in Colombo, containing in extent 31½ perches.

H. M. PEIRIS,

54, Belmont street, Colombo. Auctioneer and Broker.

Sale by Auction under Mortgage Decree.

*Splendid Coconut Estate in the Negombo District,
Extent 134 Acres 3 Roods and 22 Perches.*

UNDER decree, D. C., Colombo, 49,080, and by virtue of the order issued to me for the recovery of the amount therein stated, less the sum of Rs. 10,500 paid by defendant to plaintiff, I shall sell by public auction, at 93, Dam street, Colombo, at 2.30 P.M., on Saturday, July 19, 1919:—All that estate, plantation, and premises known as Agalagedera estate, situated in the villages Agalagedera and Waradala in Dunagaha pattu of Alutkuru korale, Negombo District, consisting of the following four lots of land:—(1) All that land called Katuwakele, in extent 70 acres and 10 perches; (2) all that land called Katuwakele *alias* watta, in extent 51 acres 2 roods and 30 perches; (3) all those contiguous portions of land called Panawellagahawatta *alias* Medagederawatta and Panawellagahawatta, in extent 12 acres, 3 roods and 8 perches; (4) all that land called Ginidavanaagara, in extent 1 rood and 14 perches. The estate lies in the rich Maha-oya section of the Negombo District, and is 3 miles from Divulapitiya junction. Its situation is between the 30th and 31st milestones on the Colombo-Jaala-Kotadeniyawa road.

Further particulars from C. T. Kandaiya, Esq., Proctor and Notary, Colombo, or—

93, Dam street,
June 24, 1919.

C. E. KARUNARATNA,
Auctioneer.

Auction Sale of Property at Katukenda, in the District of Chilaw.

UNDER decree in case No. 13,521, D. C., Negombo, entered in favour of the plaintiff Ana Roona Suna Viyanna Casivisvanathan Chetty of Negombo, against the defendant Wijesekera Kiriya of Katukenda, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property mortgaged by bond No. 2,679, dated July 18, 1910, and attested by W. D. M. Karunaratne, Notary, by public auction, at the spot, at 1 P.M., on Wednesday, July 16, 1919, to wit:—

The land called Kahatagahakele, situate at Katukenda, in Otara palata of Pitigal korale south, in the District of Chilaw, North-Western Province; in extent 3 roods and 13 perches. Of this land, the undivided ½ share, with all the appurtenances thereof.

Further particulars from Messrs. Amerasinghe and Ranasinghe, Proctors and Notaries, Negombo, or—

Negombo, June 24, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale of Properties at Mabodala, in the District of Negombo.

UNDER decree in case No. 13,389, D. C., Negombo, entered in favour of the plaintiff Pena Reena Veyanna Rana Ana Periyasampulle of Negombo, against the defendant Francis Felix Jerominus Ederisinghe of Negombo, presently of Kurumegala, 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. 515, dated October 18, 1916, and attested by P. D. F. de Croos, Notary, by public auction, at the respective spots, on Monday, July 21, 1919, to wit:—

At 3 P.M.

1. The undivided ½ share of all that allotment of land called Gonamada, situate at Mabodala, in Dasiya pattu of

the Alutkuru korale, in the District of Negombo, Western Province, in extent 10 acres 1 rood and 31 perches.

At 3.30 P.M.

2. An undivided ½ part or share of all that allotment of land called Gonamada, situate at Mabodala, aforesaid, in extent 6 acres 1 rood and 8 perches.

Further particulars from Messrs. Amerasinghe and Ranasinghe, Proctors and Notaries, Negombo, or—

Negombo, June 24, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale.

UNDER decree in case No. 13,521, D. C., Negombo, entered in favour of the plaintiff Muttu Kana Awanna Veena Seanna Una Sevugan Chetty of Negombo, against the defendants (1) Domingo Hewage Inona Lushington de Silva and (2) ditto Benjamin Wilmot de Silva, both minors by their guardian *ad litem* Thenuhansi Guneris Silva, and (3) ditto Marcus de Silva, all of Demanhandiya, 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. 518, dated October 17, 1917, and attested by Tudor Ranasinghe, Notary, by public auction, at the respective spots, on Wednesday, July 23, 1919, to wit:—

At 10 A.M.

1. From and out of all that land called Hirkagahawatta, situate at Ragama, in Ragama pattu of the Alutkuru korale, in the District of Colombo, Western Province, in extent about 3 acres; the leasehold rights of the above-named 3rd defendant in and to the divided southern ½ share, in extent 1½ acres, held and possessed upon deed of lease No. 1,187, dated July 1, 1913, and attested by M. D. C. S. Goonesekera, Notary Public.

At 10.30 A.M.

2. The undivided ½ share of the portion of land called Gorakagahawatta, situate at Dikmaga, in Ragama aforesaid, in extent about 2 acres, held and possessed by the 3rd defendant upon deed No. 18,737, dated July 2, 1912, and attested by O. L. P. Jayasinghe, Notary Public.

At 2 P.M.

3. The contiguous portions of the land called Thalagahawatta, situate at Demanhandiya, in Dunagaha pattu of the Alutkuru korale aforesaid, in extent about 3 acres, held and possessed by the 1st and 2nd defendants above named upon deed No. 8,506, dated October 20, 1913, attested by H. A. J. Senanayake, Notary Public, and deed No. 517, dated October 17, 1917, and attested by Tudor Ranasinghe, Notary Public.

At 3.30 P.M.

4. The undivided 11/18 shares of the land called Nagahawatta, situate at Bombugammaha, in Dasiya pattu of the Alutkuru korale aforesaid, in extent about 1½ acres, held and possessed by the said 3rd defendant upon deed No. 26,870, dated October 19, 1915, and attested by N. J. C. Wijesekera, Notary Public.

Further particulars from Messrs. Amerasinghe and Ranasinghe, Proctors and Notaries, Negombo, or—

Negombo, June 24, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale of Property at Katuneriya, in the District of Chilaw.

UNDER decree in case No. 13,425, D. C., Negombo, entered in favour of the plaintiff Mena Seena Kana Thina Kadiravelan Chetty by his attorney Mena Seena Kana Thina *alias* Sena Una Nawanna Narayanan Chetty of Negombo, against the defendants (1) Warnakulasuriya

Mahamudalige Paulu Fernando and surety, (2) Madappuli-aratchige Don Marsal, both of Katuneriya, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property mortgaged by bond No. 34,502, dated January 17, 1917, and attested by P. M. A. Fernando, Notary, by public auction, at the spot at 1.30 P.M., on Thursday, July 24, 1919, to wit:—

The land called Kongahawatta, situate at Katuneriya, in Kammal pattu of the Pitigal korale, in the District of Chilaw, North-Western Province, in extent about 50 coconut trees plantable ground, with all the appurtenances thereof.

Further particulars from Messrs. Amerasinghe and Ranasinghe, Proctors and Notaries, Negombo, or—

Negombo, June 24, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale of Properties at Boralessa, in the District of Chilaw.

UNDER mortgage decree in case No. 13,450, D. C., Negombo, entered in favour of the plaintiff Mena Seena Kana Thina Kadiravelan Chetty by his attorney Mena Seena Kana Thina alias Sena Una Nawanna Narayanan Chetty of Negombo against the defendants (1) Jayasuriya Kurunage Esther Perera and husband (2) ditto Warliano Perera, both of Boralessa, and (3) ditto Celmanis Govaris Perera of Wennappuwa, 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. 6,663, dated January 4, 1917, and attested by L. H. Pietersz, Notary, by public auction, at the respective spots, on Thursday, July 24, 1919, commencing at 3 P.M., to wit:—

1. The land called Meellagahawatte, situate at Boralessa, in Kammal pattu of Pitigal korale south, in the District of Chilaw, North-Western Province, in extent 3 acres 3 roods and 31 perches. Of this land the undivided 1/20 share with the soil and all the appurtenances thereof.

2. The land called Kadjugahawatta, situate at Boralessa aforesaid, in extent 3 roods. Of this land the undivided 1/40 share and all the appurtenances thereof.

3. The land called Madangahawatta, situate at Boralessa aforesaid, in extent 2 roods and 4 perches. Of this land the undivided 1/20 share with all the appurtenances thereof.

4. The land called Kongahahena, situate at Boralessa aforesaid, in extent 1 acre 1 rood and 3 perches. Of this land the undivided 1/40 share with all the appurtenances thereof.

5. The land called Ambagahawatta, situate at Boralessa aforesaid, in extent about 3 roods. Of this land the undivided 1/50 share with all the appurtenances thereof.

6. The land called Madangahawatuakebella, situate at Boralessa aforesaid, in extent 100 coconut trees plantable ground. The undivided 1/20 share of 25 coconut trees plantable ground from the said land.

The aforesaid premises were bound as primary mortgage, subject to the lease in favour of Enseppo Fernando.

Further particulars from Messrs. Amerasinghe and Ranasinghe, Proctors and Notaries, Negombo, or—

Negombo, June 24, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale of Valuable Properties at Tammita and Udayartoppuwa in Negombo.

UNDER mortgage decree in case No. 13,351, D. C., Negombo, entered in favour of the plaintiff Theodore Koertsz Carron of Negombo against the defendants (1) Mihidukulasuriya Leonage Francisco Fernando and surety (2) Mihidukulasuriya William Weerasinghe, both of 4th Division, Udayartoppuwa, in Negombo, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties mortgaged by bond No. 335, dated December 10, 1916, and attested by

Tudor Ranasinghe, Notary, by public auction, at the respective spots, on Saturday, July 26, 1919, to wit:—

At 2.30 P.M.

1. The land now called Ambagahawatta formed of the following, viz.:—I.—The contiguous allotments of land called Gorakagahawatta alias Ambagahawatta or Kurundukotuwa, two shares of Kahatagahawatte, a portion of Dungalewatte alias Kahatagahawatta, a portion of Kahatagahawatte, Kahagnandiyawatte alias Ambagahawatu-panguwa, in extent about 5 acres 3 roods and 36 perches, excluding the lot A in plan No. 120,831 seized and possessed of by the 1st defendant, with the buildings standing thereon. II.—The undivided 4/10 shares of the portion of land called Pitchakittakotuwa, in extent about 1 acre. III.—The two allotments of land called Kosgahawatta alias Ambagahawatta and Bombigahawatta, in extent about 2 acres and 2 roods. IV.—The undivided 11/12 shares of the undivided 7/8 shares of the land called Kahatagahawatta, in extent about 1 acre and 3 roods. V.—The undivided 1/2 share of the land called Ambagahawatta, in extent about 2 roods, situate at 3rd Division, Tammita, within the Gravets and in the District of Negombo, Western Province, containing in extent according to plan No. 76, dated November 21, 1916, made by E. L. Vanderput, Surveyor, 12 acres and 10 perches, with all the buildings and appurtenances thereof.

At 3 P.M.

2. The land called Weediyabodawatta, situate at 3rd Division, Tammita aforesaid, in extent about 1 acre and 16 perches with all the buildings and appurtenances thereof.

At 3.30 P.M.

3. The portion of land called Kosgahawatta, situate at 3rd Division, Tammita aforesaid in extent about 1 rood, with all the buildings and appurtenances thereof.

At 4.30 P.M.

4. The land called Padiliyawatta, situate at 4th Division, Udayartoppuwa within the Gravets aforesaid, in extent 3 acres 2 roods and 38 perches with all the buildings and appurtenances thereof.

Further particulars from Messrs. Amerasinghe and Ranasinghe, Proctors and Notaries, Negombo, or—

Negombo, June 24, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale of Valuable Properties at Yatigammana.

UNDER mortgage decree in case No. 24,123, D. C., Kandy, entered in favour of the plaintiff Balne Wagapedigedera Gunadara Veda of Amunpura, against the defendant Totagodawatte Mudiensegedera Dingiri Banda of Yatigammana, and by virtue of the commission issued to me for the recovery of the sum of Rs. 504.83, with interest thereon at 9 per cent. per annum from February 15, 1916, till payment in full, and costs of suit, I shall sell the under-mentioned properties mortgaged by defendant by bond No. 1,109, dated April 1, 1909, and attested by E. L. Wijegoonewardena of Kandy, Notary Public, by public auction at No. 6, Pavilion street, Kandy, the office of Mr. F. L. Goonewardene, on Saturday, July 19, 1919, at 1 o'clock sharp, viz.:—

1. An undivided 1/2 part or share of and in all that field called Imbulgasdeniya of 3 pelas paddy sowing in extent, situate at Yatigammana, in the Kandupalata of Yatinuwara.

2. An undivided 1/2 part or share of and in all that field called Deeyawekumbura of 5 pelas paddy sowing, situated at Yatigammana aforesaid.

3. An undivided 1/2 part or share of and in all that field called Deeyawalawagalakumbura of 2 pelas and 5 lahas paddy sowing, situated as aforesaid.

For further particulars apply to F. L. Goonewardene, Esq., Proctor, Kandy, or to the undersigned:

M. AHAMADO LEBBE,
357, Trincomalee street,
Kandy, June 20, 1919.

Auctioneer.

Auction Sale.

In the District Court of Colombo.

G. Kankesar of Galpotta street, Colombo Plaintiff.
No. 52,550. Vs.

A. Thambiah, executor of the last will and testament
of the late T. K. Sivaram, Colombo Defendant.

UNDER and by virtue of the commission issued to me in the above case on May 21, 1919, from the District Judge of Colombo, I shall sell by public auction at the spot, on Saturday, July 19, 1919, commencing at 2 P.M., the following property declared and specially bound and executable under decree in the said case:—

All that land called Pippiruppu registered in the thombo in the name of Alahi, wife of Kathiran, and in the name of others, situated at Manipay, in the parish of Manipay, in the division of Valikamam West, in the District of Jaffna, Northern Province, of the Island of Ceylon; containing in extent 69 lachams varagu culture and 9 kulies, with wells and plantations thereon; bounded on the north by the property of Saravanamuttu Murugesu Mudaliyar and of Annapillai, wife of Ariyaputhirar, on the east by the property belonging to the American Mission and to Annapillai, wife of Ariyaputhirar, on the south by the sandy street and by-lane, and on the west by the property of Thanmavarathar Velupillai.

For title deeds apply to T. Kumaraswamy, Esq., Proctor, and Notary, Colombo, or to—

Jaffna, June 10, 1919.

G. A. TISSEVERASINGHE,
Commissioner.

Auction Sale under Mortgage Decree.

In the District Court of Jaffna.

Mathava Ayar Hicht Kurukkan of Vannarponnai
West Plaintiff.
No. 13,450. Vs.

Meerasaibu Neyna Muhamadu of Vannarponnai
West Defendant.

UNDER and by virtue of the decree and order in the above case, I shall sell by public auction on Saturday, July 19, 1919, commencing at 10 A.M., at their respective spots, the following properties declared bound and executable for the recovery of the principal, interest, and costs, to wit:—

1. Land situated at Vannarponnai West, called Punkady, in extent 9 lachams varagu culture and 2½ kulies, with well, hats, cultivated and spontaneous plants and palmyras; and bounded on the east by the property of Muhiadeen Saibu Kadduvava and Muhamadu Seynampu Nachchia, wife of Muhiadeen Saibu, on the north by the property of Muhamadu Seynampu Nachchia, wife of Muhiadeen Saibu, on the west by the property of Usan Saibu Athamvava and Meerasaibu Asana Marakkayar, and on the south by sand road.

2. One-sixth share of a piece of land situated at Vannarponnai West, called Palluvilithoddam, in extent 13½ lachams varagu culture, with well, palmyras, and cultivated plants, with the right of way to and from this land by the eastern dam of the northern land; and bounded on the east by the property of Ammacuddu Amma, widow of Subrama Ayar and the property belonging to Annapoorany Sattiram, on the north by the property belonging to the heirs of the late Nagendra Ayar Subramayar, on the west by the property of Murugesu Sanmugam and shareholders, and on the south by the property of Vairavanatar Kurunather and shareholders.

Jaffna, June 23, 1919.

R. KANTAIYAH,
Commissioner.

Auction Sale of Property at Karaiyur in the District of Jaffna.

UNDER decrees in cases Nos. 13,385 and 12,411, D. C., Jaffna, entered in favour of the plaintiffs (1) Dr. Alison Rajasingham and wife (2) Alice Constance Rajasingham of Jaffna town, presently of Batticaloa, against the

defendants (1) Jacob Joseph and others (13,385), and (1) Jacob Samuelpillai and wife (2) Rebecca, both of Chundicully (12,411), and by virtue of the orders issued to me for the recovery of the amounts therein stated, I shall sell the under-mentioned property by public auction on Saturday, July 26, 1919, at 3 P.M., on the spot:—

A piece of and in extent 4½ lachams varagu culture, called Mathapulitharai, with stone built house, well, and other appurtenances belonging thereto, situated at Karaiyur, Jaffna; and bounded on the east by road, north by the property of Philippupillai Swampillai, and on the west and south by lane.

June 24, 1919.

S. TUBAIYAPPA,
Commissioner.

Auction Sale under Mortgage Decree.

UNDER the decree entered in D. C., Kurunegala, case No. 7,335, against Thana Nana Kaduru Saibo, Police Officer of Potuhera, in Udapola Medalassa korale, and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell by public auction at the respective premises, the following lands declared specially bound and executable under the said decree, viz.:—

On Saturday, July 19, 1919, commencing at 1.30 P.M.

1. An undivided 7/64 shares of Indigollehena, now a garden, of 2 acres and 2 roods in extent, with the buildings, plantations, and everything thereon.

2. An undivided 21/256 shares of the gala and of its adjoining Pahalakotuwekumbura of 2 seers kurakkan sowing extent with everything appertaining thereto.

3. An undivided 7/256 shares of Pitiyekumburepillewa, of 1 seer kurakkan sowing extent, with everything appertaining thereto.

4. Siyambalagahumulawatta of about ¼ a seer kurakkan sowing extent, being the portion of the land called Bulugahumulawatta, separated by railroad, with the plantations and everything thereon, all situate at Potuhera, in Udapola Medalassa korale of Dambadeni hatpattu, Kurunegala District.

On the same day commencing at 2.30 P.M.

5. The pillewa, now garden, towards the north of Pinnakemullekumbura of 2 lahas kurakkan sowing extent, with the plantations and everything thereon.

6. Alutwewakumbura of 2 pelas and 5 lahas paddy sowing extent, and its adjoining pillewa towards west and north of about 2 lahas kurakkan sowing extent, with everything appertaining thereto, both situate at Amunugama, in Rekopattu korale of Dambadeni hatpattu aforesaid.

On the same day commencing at 3 P.M. at the aforesaid Pinnakemullekumbura.

7. All the right, title, and interest of the defendant, the said Thana Nana Kaduru Saibo, Police Officer, in and to the mortgage bond No. 33,231, dated July 17, 1913, attested by C. S. Leitan of Kurunegala, Notary Public, and all moneys secured therein and the lands mortgaged thereby.

Further particulars from Messrs. F. N. & E. Daniels, Proctors and Notaries, Kurunegala, or—

S. P. SOCKALINGAM PILLAI,
Kurunegala, June 20, 1919. Auctioneer.

Auction Sale.

UNDER and by virtue of the commission issued to us in D. C. Testamentary cases Nos. 6,460 and 6,461, Colombo, we shall put up for sale by public auction on Saturday, July 19, 1919, at 3.30 P.M., at the spot, all that contiguous allotment of land called and known as Divulgahawatta, Kadurugahawatta, and another share of land, together with all the plantations standing thereon, situate at Madampe, in the Yagam pattu of the Pitigal korale, in the District of Chilaw; and bounded, according to the

survey plan made by Mr. F. J. N. Murray, on the north-west by the road, north-east by the lands of Kuna Mana Kavenna Kumarappa Chetty, Hendrick Silva, and Sena Omaru, south-east by the land of Sleana Lebbe, south-west by the lands of the said deceased, M. M. Mira Saibo, T. Nuga Lebbe, N. O. P. de Silva, and others; containing in extent 3 roods and 10 perches.

C. RAJARATNAM,
Chilaw, June 18, 1919. for the Chilaw Agency, Auctioneers.

Auction Sale.

UNDER instructions received from the District Court of Colombo, in Testamentary case No. 6,460, upon the writ issued in D. C., Chilaw, case No. 5,872, we shall put up for sale by public auction on Monday, July 21, 1919, at 10.30 A.M., at the spot, all that land called Weralukelamakkana mentioned in plan made by F. H. Grinlinton, Esq., Surveyor-General, marked No. 181,778 dated June 30, 1899, situate at Elabodagama, in the Meda pattu korale of the Katugampola hatpattu, in the District of Kurunegala; and bounded on the north by lot T 706 in P. P. 1,683, east by land belonging to the Crown and the land appearing in T. P. 157,458, south by lot 8,565 in P. P. 1,683 and the land in T. P. No. 147,294, and west by land in T. P. 147,294 and

147,394, and the strip of land reserved along the road called reservation; containing in extent 18 acres 3 roods and 14 perches.

C. RAJARATNAM,
Chilaw, June 18, 1919. for the Chilaw Agency, Auctioneers.

All Saints' Church, Hulftsdorp.

NOTICE is hereby given, in pursuance of section 10 of Ordinance No. 12 of 1846, that a meeting of the seat-holders of the Church of All Saints' Hulftsdorp, will be held at the Vestry of the said church on Sunday, July 6, 1919, at 5.45 P.M., to appoint a Trustee in place of Mr. John Andrew Perera, deceased.

8, College street,
June 10, 1919.

H. B. GOONATILAKA,
Incumbent.

Application for Enrolment as a Proctor.

SIX weeks hence, I, REGINALD HENRY WIJEMANNE, Proctor of the District Court of Kalutara, shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Kalutara, June 25, 1919.

R. H. WIJEMANNE.

Ceylon Government Railway.—Comparative Statement of Traffic for the Month ended April 30, 1919.

Particulars of Goods conveyed.	Month ended April 30, 1918.	Month ended April 30, 1919.	Increase in 1919.	Decrease in 1919.	Nett Increase or Decrease from October 1, 1918, to April 30, 1919.	
	Tons.	Tons.	Tons.	Tons.	Increase in 1918 to 1919. Tons.	Decrease in 1918 to 1919. Tons.
Kerosine oil..	266	291	25	—	—	47
Rubber ..	1,621	1,831	210	—	1,057	—
Rice ..	13,777	13,049	—	728	—	4,647
Tea ..	10,745	10,036	—	709	6,894	—
Cacao ..	276	104	—	172	436	7,224
Coconut produce ..	6,074	5,591	—	483	—	2,163
Fruit and vegetable ..	1,777	1,543	—	234	—	—
Tea and rubber packing ..	1,092	1,632	540	—	1,597	—
Plumbago ..	1,237	762	—	475	—	2,428
Bulk petroleum ..	650	623	—	27	—	495
Liquid fuel ..	1,273	1,221	—	52	246	—
Manure ..	9,294	8,215	—	1,079	888	—
Other goods ..	25,648	21,583	—	4,065	—	15,055
Railway material (open line)	3,914	5,029	1,115	—	—	12,574
Railway material (extensions)	32	20	—	12	—	847
Breakwater material ..	409	487	78	—	—	57
Foreign traffic ..	9,895	2,255	—	7,640	—	71,081
Total ..	87,980	74,272	1,968	15,676	11,118	116,618

Colombo, June 19, 1919.

D. MCMILLAN,
Acting General Manager.

TRADE MARKS NOTICES.

(Continued from page 1438.)

Application No. 1,489.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Messrs. Lamson Paragon Supply Company, Limited, Paragon Works, Ford Park road, Canning town, County of London, England, Manufacturers, who claim to be the proprietors thereof, in

respect of letter and other filing cabinets and office furniture generally in Class 41 in the Classification of Goods in the above-mentioned Regulations:—

PARAGON

The above Trade Mark has been used by the applicant since 1886.

Registrar-General's Office,
Colombo, June 25, 1919.

W. L. KINDERSLEY,
Registrar-General.

survey plan made by Mr. F. J. N. Murray, on the north-west by the road, north-east by the lands of Kuna Mana Kavenna Kumarappa Chetty, Hendrick Silva, and Sena Omaru, south-east by the land of Sleena Lebbe, south-west by the lands of the said deceased, M. M. Mira Saibo, T. Nuga Lebbe, N. O. P. de Silva, and others; containing in extent 3 roods and 10 perches.

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	Tons.	Tons.	Tons.	Tons.	from October 1, 1918, to April 30, 1919.	
					Increase in	Decrease in
					1918 to 1919.	1918 to 1919
					Tons.	Tons.
Kerosine oil ..	266 ..	291 ..	25 ..	— ..	— ..	47
Rubber ..	1,621 ..	1,831 ..	210 ..	— ..	1,057 ..	—
Rice ..	13,777 ..	13,049 ..	— ..	728 ..	— ..	4,647
Tea ..	10,745 ..	10,036 ..	— ..	709 ..	6,894 ..	—
Cacao ..	276 ..	104 ..	— ..	172 ..	436 ..	7,224
Coconut produce ..	6,074 ..	5,591 ..	— ..	483 ..	— ..	2,163
Fruit and vegetable ..	1,777 ..	1,543 ..	— ..	234 ..	— ..	—
Tea and rubber packing ..	1,092 ..	1,632 ..	540 ..	— ..	1,597 ..	—
Plumbago ..	1,237 ..	762 ..	— ..	475 ..	— ..	2,428
Bulk petroleum ..	650 ..	623 ..	— ..	27 ..	— ..	495
Liquid fuel ..	1,273 ..	1,221 ..	— ..	52 ..	246 ..	—
Manure ..	9,294 ..	8,215 ..	— ..	1,079 ..	888 ..	—
Other goods ..	25,648 ..	21,583 ..	— ..	4,065 ..	— ..	15,055
Railway material (open line) ..	3,914 ..	5,029 ..	1,115 ..	— ..	— ..	12,574
Railway material (extensions) ..	32 ..	20 ..	— ..	12 ..	— ..	847
Breakwater material ..	409 ..	487 ..	78 ..	— ..	— ..	57
Foreign traffic ..	9,895 ..	2,255 ..	— ..	7,640 ..	— ..	71,081
Total ..	87,980	74,272	1,968	15,676	11,118	116,618

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D. McMILLAN,
Acting General Manager.

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Registrar-General's Office,
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