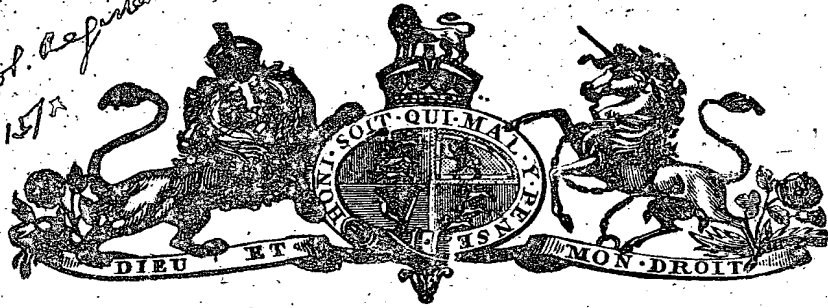


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Part I. — General.

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APPOINTMENTS, &c., BY THE GOVERNOR.

No. 268 of 1919.

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

Mr. L. J. B. TURNER to act, in addition to his own duties, as Assistant at Nuwara Eliya to the Government Agent, Central Province; Additional District Judge for the judicial district of Nuwara Eliya; Additional Commissioner of Requests and Police Magistrate for the judicial division of Nuwara Eliya-Hatton; and Local Authority under the Petroleum Ordinance for the District of Nuwara Eliya, with effect from October 2, 1919, until the assumption of duties by Mr. G. S. WODEMAN.

Mr. A. W. SEYMOUR to be, in addition to his own duties, Additional Assistant Government Agent, Chilaw and Puttalam, from October 1, 1919, until further orders.

Mr. T. B. RUSSELL to be, in addition to his own duties, Additional District Judge, Negombo, on October 11, 1919.

Mr. N. J. MARTIN to act as District Judge and Additional Police Magistrate for the Districts of Chilaw and

Puttalam, *vice* Mr. A. W. SEYMOUR, from October 4 to 6, 1919, or until the resumption of duties by that officer.

Mr. J. VANDENBERG to act as District Judge, Commissioner of Requests, and Police Magistrate, Ratnapura, *vice* Mr. F. D. RERIES, on October 4, 1919, or until the resumption of duties by that officer.

Mr. M. JOSEPH to be, in addition to his own duties, Additional District Judge, Kegalla, on October 6 and 7, 1919.

Mr. F. MARKUS to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, *vice* Mr. T. H. E. MOONEMALLE, on October 4, 1919, or until the resumption of duties by that officer.

Mr. B. L. DRIEBERG to act as Commissioner of Requests and Police Magistrate, Avissawella, *vice* Mr. M. H. KANTAWALA, from October 4 to 11, 1919, inclusive, or until the resumption of duties by that officer.

Mr. B. AMARASEKERA to act as Additional Police Magistrate, Balapitiya, on October 7, 1919.

Mr. D. C. DE SILVA, Revenue Officer, Tamankaduwa, to be, in addition to his own duties, Additional Police Magistrate, Anuradhapura.

Mr. B. DE SARAM, Assistant Superintendent of Excise, Hatton, to be, in addition to his own duties, Acting Additional Assistant Commissioner of Excise, North-Western Division, Kandy, with effect from October 2, 1919, during the acting appointment of Mr. L. J. B. TURNER, Assistant Commissioner of Excise, North-Western Division, Kandy, as Assistant Government Agent, Nuwara Eliya, in addition to his own duties, or until further orders.

Mr. C. R. T. SANGSTER to be a Justice of the Peace and Unofficial Police Magistrate for the District of Kandy during the absence of Mr. S. R. HAMER from the Island.

Mr. D. I. DURHAM to be a Justice of the Peace and Unofficial Police Magistrate for the District of Galle, vice Mr. S. H. TITLEY, who has left the Island.

Mr. I. L. M. USUPH to be a Justice of the Peace and Unofficial Police Magistrate for the District of Hambantota.

Mr. B. PARKER to be a Justice of the Peace and Unofficial Police Magistrate for the District of Chilaw.

Mr. P. DE ABREW to be a Member of the Board of Education, vice Mr. F. L. WOODWARD.

Mr. J. G. DE SILVA to be an Inquirer for the gravets of Nuwara Eliya.

Mr. D. M. KIRI BANDA to be an Inquirer for Madure korale in Weudawili hatpattu of the District of Kurunegala, vice Mr. KIRI BANDA, resigned.

Mr. A. L. IBRAHIM SAIBU to be an Inquirer for Ihawalasideke korales east and west in Hiriyala hatpattu of the District of Kurunegala, vice Mr. G. T. BANDA.

Mr. J. M. RANHAMI to be an Inquirer for Dewamedi hatpattu in the District of Kurunegala, vice Mr. APPUHAMI, resigned.

Mr. H. M. DINGIRI MUDIYANSE to be an Inquirer for Talapitagam pattu of Kadawata korale in Ratnapura District.

Mr. P. B. MUTTETUWEGAMA to be an Inquirer for Kuruwiti korale in the District of Ratnapura.

Mr. W. M. F. MARAMBE BANDARA to be an Inquirer for Kukul korale in the Ratnapura District.

Mr. H. MEDDUMA BANDA to be an Inquirer for Kitulgal palate of the Three Korales in the Kegalla District.

Mr. R. D. W. M. TIKIRI BANDA to be an Inquirer for Galboda korale in the Kegalla District.

Mr. E. M. R. B. BOYAGODA to be an Inquirer for Kinigoda korale in the Kegalla District.

By His Excellency's command,

A. S. PAGDEN,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, October 3, 1919.

No. 269 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate Mr. GORDON WINDUST to be a Member of the Sanitary Board, Nuwara Eliya, vice Mr. N. W. DAVIES.

By His Excellency's command,

A. S. PAGDEN,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 27, 1919.

No. 270 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate Mr. J. G. DE WAAS TILLEKERATNE to be a Member of the District School Committee, Badulla, vice Mr. H. W. ABEYWARDENA, transferred.

By His Excellency's command,

A. S. PAGDEN,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 30, 1919.

No. 271 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned persons to be Assessors for the following Sanitary Board towns for the year 1920, under the provisions of section 5 of Ordinance No. 7 of 1866:—

Yatiyantota.

P. M. WEERASINGHE.
G. S. APPUHAMY.
S. L. MAHAMADU LEBBE.

Dehiowita.

M. G. PERERA.
P. M. WEERASINGHE.
M. BANDA.

Rambukkana.

B. ABEYRATNE.
K. M. UKKU BANDA.
S. H. T. BANDA.

Kendangamuwa.

E. D. MUTTETUWAGAMA.
H. W. PUNCHI MAHATMAYA.
K. M. IBRAHIM LEBBE.

Kuruwita.

A. V. WIJESINGHA.
D. J. A. SAMARAWEERA.
O. L. CASIM LEBBE.

Pelmadulla.

K. A. KALINGUHAMY.
K. M. RAJAPAKSE.
K. A. PUNCHI APPUHAMY.

Dela.

H. P. SENEVIRATNE.
K. M. RAJAPAKSE.
N. K. COORAY.

Kahawatta.

M. A. T. PERERA.
W. M. KIRIMENIKE.
R. M. MUHIBANDARA.

Welandura.

M. A. T. PERERA.
G. M. DINGIRIMAHATMAYA.
K. B. GAJANAYAKA.

Dumbara.

S. G. PERERA.
M. B. MARALIYA.
K. A. KIRINERIS APPUHAMY.

Opanake.

A. M. HEENMENIKE.
D. M. MADDUMA BANDA.
K. L. HEENHAMY.

Kalpitiya.

S. ANTHONIPILLAI.
J. L. L. DE ROSAIRO.
W. M. ASENSA MARIKAR.

By His Excellency's command,

A. S. PAGDEN,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, October 1, 1919.

No. 272 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. THOMAS LIONEL WIJASINGHE JAYAWARDENE, of Chilaw, to be a Notary Public at Chilaw and throughout the judicial division of Chilaw, and to practise as such in the English language.

By His Excellency's command,

A. S. PAGDEN,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 30, 1919.

No. 273 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. VETTIVELU MUDALIYAR SARAYANAMUTTU, of 240, Trincomalee street, Kandy, to be a Notary Public throughout the District of Kandy, with

residence and office at Kandy, and to practise as such in the Tamil language.

By His Excellency's command,
A. S. PAGDEN,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 30, 1919.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint NAWARATNA MUDIYANSELAGE KIRI BANDA provisionally as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Uda palata No. 3 division, in the Kandy District of the Central Province, with effect from September 25, 1919, *vice* A. R. D. S. S. TIKIRI BANDA, dismissed. His office will be at Amunupurewatta in Amunupura.

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

HIS EXCELLENCY THE GOVERNOR has been pleased to confirm the appointment of SRI BRAHMANA ARACHCHI MUDIYANSELE PUNCHI NILAME as Registrar of Births and Deaths of Kinyama and Karandapattu korales division, and of Marriages (Kandyan and General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province. His office will be at Murukandiya.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, September 29, 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 JOHN MARTIN PERERA SENERAT DASSANAYAKE to act as Registrar of Births and Deaths of Otara East division, and of Marriages (General) of Dunagaha pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for thirty days from September 21, 1919, during the absence of the Registrar, CAROLIS PERERA SENEWIRANE DASSANAYAKE, interdicted. His office will be at Kadurugahawatta in Akaragama.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON JOSEPH MARTIN PERERA SENANAYAKE to act as Registrar of Births and Deaths of Pita Kotte division, and of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, for thirty days from October 1, 1919, during the absence of the Registrar, WAHALATANTRIGE DON WILLIAM PERERA SENANAYAKE, on leave. His office will be at Kahatagahawatta in Pita Kotte, and his station at Migahawatta in Boralesgomuwa.

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 fifteen days from October 1, 1919, during the absence of the Registrar, D. G. JAYASEKERA, on leave. His office will be at Galpottewatta in Bolabotuwa.

The Assistant Provincial Registrar, Matale, has appointed WICKRAMASINHA NAVARATNA ABEYKOON PANDITA

WAHALA MUDIYANSELA SENEVIRATNA BANDARA HAPUGODA to act as Registrar of Births and Deaths of Gampahasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for two days from September 22, 1919, during the absence of the Registrar, H. M. B. DORAKUMBURA, on leave. His office will be at Dissawewalawwewatta in Dorakumbura.

The Assistant Provincial Registrar, Matale, has appointed CHANDRASEKERA MUDIYANSELA WALAWWE MUTTU BANDA CHANDRASEKERA to act as Registrar of Births and Deaths of Matale Medasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for September 26, 1919, during the absence of the Registrar, P. B. TALGAHAGODA, on leave. His office will be at Banneka Mudiyanselewatta in Warapitiya.

The Assistant Provincial Registrar, Galle, has appointed VINCENT FRANCIS MENDIS SENANAYAKA to act as Registrar of Births and Deaths of Balapitiya division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for one week from September 26, 1919, during the absence of the Registrar, A. W. M. SENANAYAKA, on leave. His office will be at Medinkumburewatta in Nawaratnagoda.

The Assistant Provincial Registrar, Galle, has appointed INIMANKADA KANKANAMGE DIAS to act as Registrar of Births and Deaths of Telikada division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for two days from September 29, 1919, during the absence of the Registrar, F. D. J. G. SENEVIRATNE, on leave. His offices will be at Ambagahawatta in Keradewala and Ambagahaowita Totapalawatta in Majuwana.

The Assistant Provincial Registrar, Mannar, has appointed JAMES STEPHEN CLEMENT to act as Registrar of Marriages (General) of Mantai division, in the Mannar District of the Northern Province, for thirty days from September 13, 1919, during the absence of the Registrar, V. CATHIRAVELUPILLAI, on leave. His office will be at Udaiyarvalavu in Perianavatkulam.

The Assistant Provincial Registrar, Mullaittivu, has appointed ARULAMPALA MUDALIYAR SITHAMPARAPPILLAI to act as Registrar of Births and Deaths and of Marriages (General) of Karunaval pattu south and Udaiyavur North division, in the Mullaittivu District of the Northern Province, for three weeks from October 1, 1919, during the absence of the Registrar, V. KASITTAMPY, on leave. His office will be at Udaiyarvalavu, Karuppaddamurippu.

The Assistant Provincial Registrar, Trincomalee, has appointed CANAGASABAI VISUVALINGAM to act as Registrar of Births and Deaths of Trincomalee town within Local Board limits of the town division, in the Trincomalee District of the Eastern Province, for thirty days from September 24, 1919, *vice* C. SOMASUNDRAM, transferred. His office will be at the Civil Hospital, Trincomalee.

The Assistant Provincial Registrar, Kurunegala, has appointed HERATMUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths of Tiragandahe korale division, and of Marriages (General) of Weudawili hatpattu

division, in the Kurunegala District of the North-Western Province, for three days from September 22, 1919, during the absence of the Registrar, L. B. HUNAKUMBURA, on leave. His office will be at the permanent Registrar's residence at Wanduragala.

The Additional Assistant Provincial Registrar, Puttalam, has appointed JAMES GREGORY KROON to act as Registrar of Births and Deaths of Kalpitiya town division, in the Puttalam District of the North-Western Province, for one week from September 23, 1919, during the absence of the Registrar, Dr. C. A. ANANDAPPA, on other duty. His office will be at the Outdoor Dispensary, Kalpitiya.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw, has appointed EDWARD WILLIAM PEREIRA to act as Registrar of Births and Deaths of Yagam pattu south division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western

Province, for twenty-one days from September 23, 1919, during the absence of the Registrar, H. W. AMARASEKERA, on leave. His office will be at Alutwalauwa, Madampe.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, September 30, 1919. Acting Registrar-General.

IT is hereby notified that NAKAMANIAR ARULAMPALAM, Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, will, with effect from October 1, 1919, hold his additional office at Elankayanvalavu in Chiviateru, instead of at Arachchi-valavu in Chiviateru, as notified in the *Government Gazette* No. 5,614 of April 14, 1899.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, September 24, 1919. Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

HIS Excellency the Governor in Executive Council has been pleased, with the approval of the Secretary of State for the Colonies, to amend section 29 of the Pension Minute by the addition of the following clause:—

In the case of a daily-paid employé who dies whilst still in service, or on leave, and who at the time of his death would, if he had retired, have been eligible for a gratuity under this section, the gratuity that would in the ordinary course have been paid to him had he retired may be paid to his widow or next of kin.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, September 29, 1919.

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

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

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, September 26, 1919.

Regulations 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) (g) in "The Defence of the Colony Regulations, 1919":—

- (1) (g) Every Chairman of a District Planters' Association as regards his district shall be Deputy Food Controller, and as such may make any orders—
- (a) Requiring persons to make returns giving such particulars as to stocks of rice in their possession, or under their control, as may be specified; and
 - (b) Authorizing any person to enter upon any estate or other premises, and there to carry out such inspections and examinations (including the inspection and examination of books) as such Deputy Food Controller may consider necessary or desirable for testing the accuracy of statements made by any person regarding such stocks of rice.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

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

THE following notice appearing in the Board of Trade Journal of August 14, 1919, is published for general information.

Colonial Secretary's Office,
Colombo, September 26, 1919.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

ITALY.

NEW IMPORT REGULATIONS.

The following is a translation (in part) of the Italian Royal Decree of July 24, published in the "Gazetta Ufficiale" for July 31, respecting the new régime of import restrictions:—

Article 1.—Subject to the provisions of Article 2, goods of foreign origin or shipped from foreign countries, as also goods from the Italian Colonies, may be freely imported into the Kingdom; the "Guinta Tecnica per gli Approvvigionamenti" established by the Decree of May 26, 1918 (No. 684), is suppressed, and the provisions of the decree in question cease to be operative.

Article 2.—The importation into the Kingdom of goods, of foreign origin or coming from foreign countries, of the kinds specified in the annexed Schedule "A" is prohibited, except as regards those destined directly for State Departments or for the Consortia regularly constituted in accordance with Article 3 of the Decree of August 29, 1918, No. 1,261.

The importation is also prohibited, on private account, of the goods specified in the annexed Schedule "B" the provisioning of which is reserved for the State.

The exportation and the importation of the goods controlled by the State will form the subject of special regulations.

Article 3.—The schedules referred to in the preceding Article may be modified by Decree of the Minister of Finance issued in concert with the Ministers of the Treasury, Industry, Commerce, and Labour and Agriculture, and after consultation with the Committee, created by the Royal Decree of November 24, 1914, No. 1,303.

Article 4.—The Minister of Finance after consultation with the Committee referred to in the preceding Article, and also at the request of interested parties, may grant derogations from the import prohibitions, either of a general nature for certain kinds of goods coming from certain specified countries, or for global "contingente."

Article 7.—Infringements of the provisions of the present Decree shall be punished with imprisonment for a period not exceeding three months and with a fine not exceeding 5,000 lire, in addition to the confiscation of the merchandise, which penalty shall be determined by Decree of the Minister of Finance in consultation with the Minister of Justice.

Article 8.—The present Decree will come into force on the day following its publication in the "Gazetta Ufficiale."

Schedule A.

[The importation of the following goods is prohibited, with the exception of those destined direct to State Departments or Consorzi di Approvvigionamenti (Consortia for Supplies).]

Mineral waters.
Spirits and liqueurs.
Fruit in syrup.
Mineral-water salts.
Sulphite, bisulphite and metabisulphite of calcium, potash, and sodium.
Sulphate of copper.
Compound medicaments.
Explosives.
Flax, jute, and vegetable fibres, combed.
Wool, dyed, carded, and shoddy.
Paper, cardboard, and manufactures thereof.
Gloves, saddles, and other leather goods, excluding boots and shoes.
Iron and steel, partly manufactured.
Acetone.

Perfumery and perfumed soap.
Raw and combed hemp.
Yarns, piece goods, and other manufactures of flax, hemp, and jute.
Yarns, piece goods, and other manufactures of cotton.
Yarns, piece goods, and other manufactures of wool and hair.
Cork, raw and wholly or partly manufactured.
Ropes of esparto and similar fibres.
Artificial silk.
Piece goods and other manufactures of silk.
Furniture, frames and toys, implements, and other manufactures of wood not specified.
Furriers' wares.
Copper cement.
Iron and steel rails and sleepers for railways.
Agricultural machinery and parts thereof.
Gold, partly or wholly manufactured.
Gold watches.
Railway carriages.
Sulphur.
Precious stones.
Graphite manufactures.
Copra.
Ornamental feathers (raw and manufactured) and bed feathers.
Worked human hair.
Manufactures of coral, ivory, mother-of-pearl, tortoise shell, horn, and hoop.
Fans.
Pianos.
Umbrellas and fittings thereof.
Chocolate.
Iron and steel, sheets zincd, tinned, or lead-coated, &c.
Copper, brass and bronze, raw and partly manufactured.
Rifles, pistols, and revolvers.
Silver manufactures.
Tractors (carri trattori) and motor cars.
Glass manufactures, ground, cut, gilt, or silvered.
Raisins.
Bananas and other fresh fruits.
Linseed.
Bladders and casings (salted).
Worked sponges.
"Mercerie," including toys and cinematograph films (exposed).
Hats and caps of all kinds.
Wines and vermouth.
Essences and essential oils.

Schedule B.

[The importation of the following goods is reserved to State Departments.]

Motor spirit, heavy mineral oil, and petroleum.
Electric incandescent lamps.
Cereals, including rice, pulse, and flours thereof.
Tea.
Tobacco.
Saccharine.
Paraffin.
Matches.
Playing cards.
Quicksilver.
Coffee and coffee substitutes.
Sugar.
Oats.
Oilseeds.
Meat (frozen, salted or tinned, and bacon).
Condensed milk.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

NOTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 34 of the Cemeteries and Burials Ordinance, No. 9 of 1899, and on the recommendation of the proper authority, to wit, the Government Agent, Western Province, made under the said section 34, has approved of the allotments of land set out in the schedule hereto being provided and used as burial grounds from the date hereof.

Colonial Secretary's Office,
Colombo, September 13, 1919.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

SCHEDULE.

1. Name of Land : Burial ground, St. Joseph's Church.
Situation : Kalubowila, Palle pattu, of Salpiti korale, Colombo District.
Boundaries : North by land claimed by H. Paulu Appuhamy ; east by lot C ; south by church premises, lot D ; west by lot E.
Extent : 36.74 perches.
Community : Roman Catholics.

2. Name of Land : Burial ground, Ambana estate.
Situation : Ambana, Yatikaha pattu, of Hapitigam korale, Colombo District.
Boundaries : North by Potuwilakumbura ; south, east, and west by Ambana estate.
Extent : 2 roods and 25 perches.

3. Name of Land : Burial ground, Halugama estate.
Situation : Halugama, in Hapitigam korale, Colombo District.
Boundaries : North and east by Halugama estate ; south by Crown land ; west by coconut garden.
Extent : 3 roods and 26.25 perches.

4. Name of Land : Batulahena in Noorani estate.
Boundaries : North by a portion of the same land ; east and south-east by Crown land and land claimed by natives ; west and south-west by a portion of the same land.
Situation : Padukka, Waga peruwa, in Hewagam korale, Colombo District.
Extent : 2 roods and 5 perches.

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

AMENDMENTS made by His Excellency the Governor in Executive Council under sub-section (1) of section 62 of "The Municipal Councils Ordinance, 1910," to the rules for the grant of pensions and gratuities to officers and servants of the Colombo Municipality published by Notification dated October 26, 1910.

Colonial Secretary's Office,
Colombo, September 26, 1919.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

AMENDMENTS REFERRED TO.

(a) At the end of rule 2 (iii.) the following new paragraph shall be inserted :—

These rates include in each case a climate bonus of 5/60ths representing five years' service granted for service in the tropics.

(b) The following shall be inserted as sections 18 A and 18 B under the heading "Pension Rights of Officers transferred to or from the service of the Municipality" :—

18 A. An officer who has been transferred with the approval of the Council to employment under Government shall retain a claim to ultimate pension for his services under the Municipality, provided that he retires under circumstances which would entitle him to pension if he remained in the service of the Council ; provided further, that if his appointment be abolished or his employment terminated before attaining the pensionable age of 55 years for any other reason than ill-health or inability to discharge efficiently the duties of his office, he shall have no claim to

pension until he attains that age or is certified to be permanently incapacitated for further service.

In all such cases pension will only be based upon the salary drawn while in the service of the Municipality and upon the length of such service, and will be at the rate 1/60th of each year of service, together with an addition to such service, which shall bear a like proportion to five years as his services under the Municipality bears to the whole period of his services under the Municipality and Government ; provided that the addition shall in no case be greater than would make his total public employment forty years.

18 B. An officer who has been transferred to the service of the Municipality from the service of Government may if he shall retire from the services of the Municipality after having ten years' public service in all but before completing ten years' service under the Municipality be awarded in lieu of the gratuity mentioned in section 2 (iv.) an annuity which shall bear such proportion to 15/60ths of his salary under the Municipality as his services under the Municipality bears to ten years.

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

FEES determined by the Municipal Council of Colombo, with the sanction of His Excellency the Governor in Executive Council, under section 233 of "The Municipal Councils Ordinance, 1910," to be charged for the following licenses, in lieu of the fees at present charged for the said licenses appearing in Schedule B to Notification dated March 9, 1916, under the said Ordinance, published in *Government Gazette* No. 6,783 of March 10, 1916 :—

	License Fee. Rs.		License Fee. Rs.
4. Plumbago grading or curing store and yard..	250	5. Plumbago store ..	50

By His Excellency's command,

Colonial Secretary's Office,
Colombo, September 29, 1919.

A. S. PAGDEN,
Acting Colonial Secretary.

"THE LOCAL BOARDS ORDINANCE, 1898."

IT is hereby notified that the following by-laws and table of fees made by the Local Board of Kalutara under and in pursuance of section 56 of Ordinance No. 13 of 1898, as amended by Ordinance No. 27 of 1916, have been confirmed by His Excellency the Governor, with the advice of the Executive Council, and are hereby published for general information.

All previous by-laws made by the Kalutara Local Board under the said section of the said Ordinance are hereby repealed, and such repeal has likewise been confirmed by the Governor, with the advice of the Executive Council.

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

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

BY-LAWS REFERRED TO.

CHAPTER I. [Section 56 (1).]

Time and Place of Meeting and Order to be observed thereat.

Time and place of meeting.

1. The ordinary meetings of the Board shall be held at least once a month on such days and at such time and place as the Board shall from time to time by resolution determine, provided that it shall be lawful for the Board to adjourn any meeting to any other day or hour.

The resolution determining the time and place of the ordinary meetings shall be published for general information in the *Government Gazette*, and a copy thereof affixed at the office of the Board.

Precedence.

2. For all purposes connected with the Board at its meetings the precedence and seniority of the members shall be as follows:—

- (a) The *ex-officio* Chairman.
- (b) The members appointed by the Governor, in the order in which they have been gazetted.
- (c) The elected members, in the order of the priority of their elections.

Chairman to preserve order.

3. The Chairman shall preserve order and decide on all disputed points of order.

Procedure at meetings.

4. As soon after the hour appointed for any meeting (whether ordinary or special) as a quorum shall assemble, the member entitled to preside shall take the chair, and the Board shall proceed to business. Should a quorum not be present at the expiration of half an hour from the time appointed for the meeting, the meeting shall stand adjourned, if an ordinary meeting to the day appointed for the next ordinary meeting, or if a special meeting *sine die*.

Notice of question or motion.

5. Any member desiring to ask a question or to make a motion, unless in the course of discussion or in case of emergency by special leave of the Board, shall give notice of such question or motion either at some previous meeting of the Board or by notice in writing at least four days before the day on which he intends to ask such question or make such motion.

Copy to be delivered to Secretary.

6. Every member in giving such notice shall deliver to the Secretary a copy of such question or motion.

Questions, &c. to be in order of notice.

7. All questions asked and motions made at a meeting shall be made in the order of the notices thereof, unless the Board shall unanimously decide otherwise.

Motion negatived not to be made again within three months.

8. A motion negatived at a meeting shall not be again made until after the expiration of at least three months; and no motion in any way contrary to one passed by the Board at a meeting shall be entertained until after the expiration of the same period.

Petition to be respectful.

9. Any member presenting a petition or other communication will be held responsible for its contents being throughout respectful,

Proceedings upon petition.

and no document shall be laid before the Board unless the name and address of the drawer be legibly recorded on it.

10. When a petition or other communication is presented the purport thereof shall be concisely stated, and on the motion of any member duly seconded the question shall be put whether or not the document shall be read.

Order of business.

11. The business of the ordinary meetings of the Board shall be conducted in the following order:—

- (a) The minutes of the former meeting shall be read and confirmed after being, if necessary, corrected.
- (b) Memorials, petitions, or other communications addressed to the Board shall be laid before the meeting and orders made thereon.
- (c) The other business shall be considered in the order set down in the order book hereinafter mentioned.

Secretary to keep order book.

12. The Secretary shall keep an order book in which shall be entered and numbered in succession the subjects to be brought under discussion at each meeting, and he shall serve on each member or leave at his residence two days at least before each meeting a notice containing the order of the day copied from the order book.

Minute book and journal.

13. He shall keep a book to be called the minute book, in which shall be minuted during each sitting in the order in which they occur the proceedings of the Board. And he shall keep another book to be called the journal, in which he shall cause all minutes of proceedings to be fairly transcribed, and such journal shall form the book required to be kept and to be signed by the Chairman and one member then present under section 23 of this Ordinance.

Complaint book.

14. The Secretary shall also keep and submit to the Board at every meeting a complaint book, and he shall provide that this book shall be accessible to the public at his office between the hours of 11 A.M. and 4 P.M. on every week day, excepting Saturday and holidays, and excepting also on such days as the Board may sit. Every inhabitant of the town shall have access to this book on his furnishing the Secretary with his name and address.

Reports of Inspectors, &c. to be laid on table.

15. The Secretary shall at each sitting of the Board lay on the table all reports made to the Chairman by the Inspectors and other officers of the Board, and notes of any action taken thereon by the Chairman since the last previous meeting of the Board.

CHAPTER II. [Section 56 (2).]

Execution of Works, Streets, Roads, and Bridges.

Estimates.

1. All votes of money for public works shall be made on estimates previously prepared and approved by the Board.

Persons authorized by Chairman empowered to enter upon lands for repairs, &c., of roads within the Board.

2. It shall be lawful for any person or persons thereunto authorized in writing by the Chairman, between the hours of 7 A.M. and 5 P.M., with all necessary and proper servants, labourers, workmen, carriages, and animals, and other means, to enter upon any land adjacent or near to any existing or intended street within the limits of the Board, and there severally to do and perform all acts, matters, and things necessary for the purpose of tracing, measuring, making, working, opening, altering, turning, repairing, clearing, improving, or fencing any such street, or for building, excavating, repairing, clearing, or improving any bridge, fence, drain, dam, or ditch thereupon, or in any way connected therewith, or for performing any act, matter, or thing under the provisions of this Ordinance.

And to throw rubbish on adjacent lands.

3. In the tracing, measuring, making, working, opening, altering, turning, repairing, clearing, or improving any existing or intended street or building, excavating, repairing, or improving any bridge, fence, drain, dam, or ditch, thereupon or in any way connected therewith, it shall and may be lawful for the person or persons authorized as aforesaid to throw upon any lands adjacent or near thereto such earth, rubbish, or materials as it shall or may be necessary to remove from the place of any such work; provided that such earth, rubbish, and materials shall be removed within a reasonable time.

And make temporary roads.

4. It shall be lawful for any person thereunto authorized in writing by the Chairman to make any temporary road through the grounds near to any existing or intended thoroughfare, during the execution of any work in any way connected therewith; provided such road shall not run over any ground whereon any building stands, nor over an enclosed garden or yard.

And cut trees.

5. It shall be lawful for any person thereunto specially authorized in writing by the Chairman to cut and remove and place upon any ground near thereto all trees, bushes, or shrubs, and all leaves or branches or roots of trees that shall grow in or overhang any thoroughfare, or cause any obstruction or harm thereto, and for that purpose to enter upon any land or premises, with such persons, animals, and instruments as may be necessary for the removing of such trees, bushes, shrubs, leaves, branches, or roots.

And put up fences.

6. It shall be lawful for any person thereunto authorized in writing by the Chairman to put up or make fences, hedges, ditches, drains, or banks by the side of any thoroughfare whenever to him it shall appear necessary.

And make drains and bridges.

7. Any person thereunto specially authorized in writing by the Chairman shall have power to make and cleanse all drains or water-courses, and also to make such bridges, as he shall deem necessary for the preservation, improvement, repair, or construction of any road or canal in and through any lands or grounds lying near to such road or canal or intended road or canal.

And lay stones, &c., on road.

8. Any officer of the Board thereunto specially authorized in writing by the Chairman shall have power to lay any matter or thing whatsoever upon any road, and to allow the same to remain there during the time such road is under repair, and for such time before the repairs are commenced and after the repairs are completed as may be necessary for facilitating the making of such repairs or for preventing damage to such recently repaired road; but he shall take due and reasonable precaution for preventing danger or injury to persons passing along such road.

And to take materials.

9. It shall be lawful for any such person or persons authorized as aforesaid, with the servants, workmen, and labourers employed by or under him, between the hours of 7 A.M. and 5 P.M., and with all necessary and proper carriages, animals, and other means, to search for, dig, cut, take, and carry away any water, timber, brushwood, stone, gravel, clay, or any other material whatsoever for the purpose of tracing, measuring, making, working, opening, altering, turning, repairing, clearing, improving, or fencing, or in any way assisting in the tracing, measuring, making, working, opening, altering, turning, repairing, clearing, improving, or fencing any existing or intended street, or of building, excavating, repairing, clearing, or improving any bridge, fence, drain, dam, or ditch thereupon, or repairing any lines or any buildings whatsoever required on or near any such thoroughfare for the use of any officer of the Board employed on any work connected with such street, or any workmen, carriages, persons, or things employed in his service, in and from any land adjacent or near to any such street, and to carry away the same through the ground of any person, without being deemed a trespasser; provided that no such materials shall be dug for, cut, or taken away upon or from any yard, avenue to a house or lawn, or any enclosed garden, plantation, field, or wood without the consent of the owner thereof, unless sufficient materials cannot conveniently be obtained from the neighbouring waste lands, or common or abandoned grounds, in which case the person or persons authorized as aforesaid may take any of such materials where these can be conveniently procured; provided also that reasonable compensation for all materials so taken, and for the damages done by the getting and carrying away the same, shall be made to the owner thereof; and provided further that such person or persons shall rail or fence off any quarries or pits from which any such materials shall be taken, so that the same shall not be dangerous to any person or animal.

And to make and keep open ditches, &c., and to lay trunks, &c.

10. Any officer of the Board authorized in writing by the Chairman shall have power to make, scour, cleanse, and keep open all ditches, gutters, and drains, or water-courses, and also to make and lay such trunks, tunnels, plats, or bridges as he shall deem necessary for the protection, preservation, improvement, repair, or construction of any street or road in and through any lands or grounds adjoining or lying near to such street or road or intended street or road.

Construction of drains.

11. It shall be lawful for the Chairman, should he deem it necessary, to require, by notice in writing, the owner of any yard or ground adjoining a dwelling house, or the owner of any alley, to have such yard, ground, or alley paved in such manner as the Chairman shall direct, and to lay sufficient drains or pipes to the nearest town sewer or drain for the purpose of draining such yard, ground, or alley. Such drains or pipes shall be of such material, of such size, of such level, and with such fall, and shall be carried to such point of junction with the said sewer or drain as the Chairman shall appoint; provided that the Board shall supply to such owner on application, at cost price, the materials necessary for the drains or pipes which he is required to lay. If such owner shall fail to comply with the requirements of such notice within the time appointed, the Chairman and any officers or workmen authorized by him may enter upon the premises and cause the required work to be done, and the cost thereof shall be paid by the owner.

CHAPTER III. [Section 56 (3).]

Weights and Measures.

Inspection of weights.

It shall be lawful for any Inspector or officer authorized in writing by the Chairman to take into his possession and test any weights or measures in use within the limits of the Local Board, and to seize any false weight or measure not in conformity with the standard weight or measure, and detain the same subject to the order of the Board.

CHAPTER IV. [Section 56 (5).]

A.—*Establishment and Regulation of Public Markets.*

Opening of public markets.

1. Whenever it shall be determined to establish a public market the Board shall give not less than ten days' notice of the time when the same will be opened, and such notice shall be published by beat of tom-tom.

Table of fees.

2. A table of the rents, tolls, and fees leviable at each market shall be printed in English, Sinhalese, and Tamil, and placed in a conspicuous place at each market, and it shall be unlawful for any person to demand or receive higher sums than those authorized by such notice.

Recovery of rents.

3. The several rents, tolls, and fees payable in respect of a public market shall be paid in advance from time to time on demand to the Board, or their lessee, or other person authorized by the Board or their lessee to receive the same.

Recovery by distress.

4. If any person liable to the payment of any rent, toll, or fee authorized as aforesaid does not pay the same when demanded, the Board or any person authorized by the Board to collect the same may levy the same by seizure and sale of all or any of the articles in the market belonging to or in the possession or custody of the person liable to pay such toll, rent, or fee.

Occupation of stalls without license.

5. No person shall hold, use, or occupy any stall in a public market without a license, which license shall be in the form in Schedule A annexed; nor shall he contravene any of the conditions of such license; and no person shall keep or expose for sale in any stall any article the keeping or sale of which therein shall have been prohibited by the Board by notice posted in the market.

Fresh fish only to be sold in the fish market.

6. No person shall sell or expose for sale in any fish market or stall any provisions or things other than fresh fish.

Meat, fish, cooked food, &c., not to be sold in the vegetable market.

7. No person shall sell or expose for sale in any vegetable or fruit market or stall any meat or fish, whether fresh or salted, or any cooked food or any articles other than fresh fruit and vegetables.

Occupants not to enclose market or to have goods in it during the night.

8. No occupant of a stall shall enclose in any way any portion of a market or erect any awning or screen or fixture of any kind, nor shall he leave any goods in any market between the hours of 9 P.M. and 6 A.M., without having first obtained the sanction of the Chairman.

Occupant to keep stall clean.

9. Every occupant of a stall or seat in any market shall keep such stall or seat clean and free from filth or rubbish.

No person affected with or suffering from any cutaneous, contagious, or infectious disease shall occupy any stall, seat, or place in any public market, or expose for sale thereat any provisions whatsoever.

Certain acts forbidden.

10. No person using or occupying any public market shall—

- (a) Behave in a disorderly manner or commit any nuisance in or about such market.
- (b) Carry on any cooking in such market.
- (c) Remain in or loiter about such market after the place is closed for business at 9 P.M. without being able to give a satisfactory account of himself.
- (d) Damage, or in anywise deface, any portion of the buildings, stalls, lamps, or any property of the Board in or about such market, or defile or pollute in any way the water provided for use in such market.

Seizure of meat, &c., unfit for sale.

11. It shall be lawful for the Secretary or an Inspector of the Board, upon the seizure by him as unwholesome or unfit for human food of any meat, poultry, fish, game, flesh, vegetable, fruit, or other article of food introduced into or exposed for sale within the limits of the Local Board, to convey the same to the Health Officer, or, in his absence, or if there be no such officer, to the Police Magistrate; and if it appear to such Health Officer or Police Magistrate that such meat, poultry, fish, vegetable, fruit, or other provisions are unfit for human food, he shall order the same to be destroyed, or to be so disposed of as to prevent it being exposed for sale or used for such food.

Hours during which market shall be open.

12. All public markets shall be open daily from 6 A.M. to 9 P.M., and it shall be the duty of the Board to make provision for the proper lighting of the market.

Market-keeper or lessee to preserve order within limits of the market.

13. It shall be the duty of the market-keeper or of the lessee of the market to maintain order within the limits of the market, and every person who shall obstruct or resist any person appointed by the Board to superintend any public market, or to collect the rents, tolls, or fees, or to enforce order or cleanliness therein, whilst in the execution of his duty, shall be guilty of an offence.

Board may prohibit sale of certain fish or fruit.

14. Whenever it shall appear to the Board that the use or consumption by the public of any particular kind of fish is injurious, or that during the prevalence of any epidemic the use or consumption of any particular kind of fruit or vegetable is hurtful, it shall be lawful for the Board, on the recommendation of the Medical Officer, by beat of tom-tom or other sufficient notice, to prohibit for such time as to the Board shall appear necessary the sale of any such fish, fruit, or vegetable in any market or other place within the limits of the Board, and after such notice to cause the same, whether exposed for sale or not, to be seized and destroyed in such manner as the Board or Chairman may direct.

Butchers not to keep any meat except in a public market.

15. No licensed butcher shall sell or keep for sale any meat or any portion of a slaughtered animal except in a public market and in the stall rented by him.

Carts not to remain within market premises for a longer period than is necessary.

16. No cart or vehicle shall remain within any market premises for a longer period than is necessary for loading or unloading.

Receptacles.

17. Every person holding a license for a stall in a public market shall keep on or near such stall a receptacle, to be approved by the Chairman, in which such person shall deposit all rubbish and refuse matter.

Throwing rubbish.

18. No person shall throw any rubbish, refuse, bones, skins of animals, or other such thing in or upon any public market or its premises except into a receptacle provided for such purpose.

No meat not slaughtered at slaughter-house to be brought into market.

19. Except as hereinafter provided, no carcase of any animal (or any portion thereof) not slaughtered at the public slaughter-house provided by the Board shall be brought into a public or private market, or to any place specially licensed, or sold or exposed for sale in any public or private market or in such specially licensed place. The provisions of this by-law shall not apply to frozen meat, game, or fish imported into the Island.

Stalls to be kept open to public.

20. If any person having a license to hold or occupy a stall in any public market shall wilfully neglect or refuse to serve the public without being able to assign a satisfactory reason during two consecutive days, it shall be lawful for the Chairman to suspend or revoke any such license.

Seizure of stray dogs in the market.

21. Any dog found straying in a public market unaccompanied by its owner may be seized by any person authorized by the Chairman to seize dogs straying therein. Such dog may be released on payment by any person claiming it of any tax due in respect of such dog, and of a further sum of fifty cents, or if the dog shall have been seized during the night, of a further sum of one rupee, in addition to the tax. If the dog be unclaimed, it shall be sent to the Board pound to be disposed of in the manner hereinafter provided.

Seizure of poultry.

22. All poultry and animals other than dogs found straying in a public market or the market premises shall be seized by any person authorized by the Chairman to seize the same, and shall, if claimed within six hours from the time of seizure, be delivered over to the owner thereof upon payment of twenty-five cents in respect of each fowl or animal so seized. If the same be not claimed within such time, they shall be detained in the pound, and if not claimed within twelve hours of the seizure shall be sold, and out of the proceeds the Board shall be entitled to make a charge of one rupee, and the surplus, if any, shall be paid to the owner.

B.—General.

23. No person shall within the limits of the Local Board keep any bakery, eating-house, tea or coffee boutique, butcher's stall, fish stall, cattle gala, dairy, laundry, or common lodging house without an annual license from the Chairman of the Local Board, which license the Chairman is hereby empowered to refuse to any person failing to comply with any of the following rules or any existing Local Board rule providing for the regulation and control of the places aforesaid. Every such license shall remain in force until December 31 of the year in respect of which such license is issued or until such license is cancelled.

Such license shall further be subject to such fees as the Local Board shall from time to time determine with the sanction of the Governor in Council.

24. If any person shall have been convicted twice or oftener by any court of the breach of any of the following rules or any existing Local Board rule providing for the control of the places aforesaid, it shall be lawful for the court recording such second or subsequent conviction to cancel the license issued to such person under this chapter by the Chairman of the Local Board. Upon such cancellation of a license by a court the Chairman of the Local Board is empowered in his discretion to refuse to issue any fresh license to such person.

Provided that these rules shall not apply to stalls in markets established by or vested in any public body.

C.—Bakeries.

25. Bakery shall mean any premises on which bread, biscuits, or confectionery are baked for sale as food for man, and also includes any premises on which such food is prepared for baking or on which the materials for the preparation of such food are stored.

26. The room in which kneading takes place shall have a minimum superficial area of 12 feet by 15 feet. There

shall be a free external air space on at least two sides not less than 7 feet wide to permit of through ventilation. The door of the oven shall not open directly into the kneading room. Every kneading room shall be provided with a ceiling.

27. Every bakery shall be well ventilated and well lighted, and the walls in every part shall not be less than 7 feet in height and be built of brick, stone, or cabook, the inside thereof to be limeplastered and whitewashed every six months. The roof shall be of some permanent material. The ceiling shall be plastered and limewashed four times yearly, or may be made of closely fitting boards varnished or painted. The floor shall be cemented throughout and adequate drainage provided. Every room shall be provided with windows capable of being opened and having a superficial area of not less than one-sixteenth of the superficial floor space.

28. The troughs and all the utensils used in the making of bread and pastry shall be kept scrupulously clean, and must be capable of being moved about for the purpose of cleaning the floor.

29. The floor shall be carefully scraped and swept at least once every twenty-four hours, and the sweepings shall be immediately placed in an impervious, covered receptacle and removed from the bakery daily.

30. Every bakery shall be kept in a cleanly state and free from effluvia arising from any drain, privy, cesspit, or other nuisance.

31. No bakery shall be within 50 feet of any cesspit, manure heap, open sewer, or privy.

32. No furniture or other articles are to be stored in the bakery other than those used in the manufacture of bread and pastry.

33. The tops of the tables are to be made of well seasoned closely fitting planks, or some non-harmful impervious material, and are to be scraped and cleaned daily.

34. No animal shall be kept in the bakery on any pretence whatever.

35. No person suffering, or who to the knowledge of any person in charge of the bakery has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the bakery to enter the bakery or take part in the manufacture or sale, on the premises, of bread, biscuits, or confectionery.

36. All persons employed in the preparation and baking of bread shall wash their hands before engaging in the process of breadmaking, and shall wear clean white aprons covering the chest and body, and also a white cap or turban.

37. Clean water and soap shall be provided for the use of those engaged in the manufacture of bread, biscuits, and confectionery.

38. All bread, biscuits, confectionery, and sweetmeats exposed for sale shall be kept in properly constructed glass cases free from flies. The cases shall be kept scrupulously clean.

39. The flour, water, and other materials used in the manufacture of bread shall be good and wholesome, and the flour shall be kept on a platform raised 3 feet above the ground.

40. All refuse around the premises of a bakery shall be removed daily and drains well flushed.

41. No place on the same level with the bakery and forming part of the same building shall be used as a sleeping place, unless it is effectually separated from the bakery by a partition extending from the floor to the ceiling; no water-closet, earth-closet, privy, or ashpit shall be within, or communicate directly with, the bakery.

42. It shall be lawful for the Local Board Secretary, Inspector, or other person authorized in writing by the Chairman at all reasonable times and at any time when the process of baking is being carried on to enter and inspect any bakery or place used for the sale of bread.

43. A copy of these by-laws shall be framed and hung up in a prominent place in every bakery.

D.—Eating Houses and Tea and Coffee Boutiques.

44. All eating houses and tea and coffee boutiques shall be kept clean and sanitary to the satisfaction of the Chairman.

45. All utensils, furniture, and other requisites used in or belonging to any eating house or tea or coffee boutique shall always be kept clean.

46. The walls of all eating houses and tea or coffee boutiques shall be plastered and limewashed, and the rooms shall be well ventilated and lighted.

47. All refuse and dirt in or about the premises of any eating-house or tea or coffee boutique shall be removed twice daily.

48. No person suffering, or who to the knowledge of any person in charge of an eating house or tea or coffee boutique has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the eating house or tea or coffee boutique to be employed in or about any such eating house or tea or coffee boutique.

49. The sugar used in such place shall be kept in glass-stoppered wide-mouthed bottles.

50. All cakes, sweetmeats, &c., exposed for sale shall be kept in properly constructed glass cases free from flies. No foodstuffs shall be exposed to the contamination of flies. The glass cases used shall be kept scrupulously clean.

51. No waste tea, coffee, or milk, or remnants of food or cooking waste, shall be thrown on the ground, but shall be collected in a proper receptacle and removed daily.

52. No adulterated milk shall be sold or offered or exposed for sale or kept on the premises of any eating-house or tea or coffee boutique.

For the purposes of this rule adulterated milk shall mean milk to which water or any other foreign liquid or substance has been added for the purpose of augmenting its quantity or enhancing its apparent quality and not for the purpose of preparing tea or coffee or any other beverage for the immediate consumption of customers.

53. These by-laws shall be framed and hung up in a prominent place in every such eating-house or tea or coffee boutique.

E.—Butchers' Stalls.

54. Every butcher's stall shall be well ventilated and well lighted, the walls thereof shall be plastered and white-washed at least four times a year, and the floor cemented and sufficient drainage provided.

55. Every room in which meat is kept shall be scrupulously clean.

56. Every table used in a butcher's stall shall be covered with zinc or other impermeable substance approved by the Chairman. Such tables and the chopping block and all implements shall be kept scrupulously clean. They shall be washed with water and scrubbed with a hard clean brush immediately after use. All hooks for hanging meat shall be polished and free from rust.

57. Refuse and unsaleable material, offal, &c., if not immediately removed, shall be kept in a zinc lined box, with a perforated zinc cover, the perforation to be of such size as to prevent flies entering.

58. All refuse and dirt in and about the premises of a butcher's stall shall be removed at least once a day and the drains well flushed.

59. No person suffering, or who to the knowledge of any person in charge of a butcher's stall has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the butcher's stall to be employed in such butcher's stall.

60. Every butcher shall provide himself with a movable bin or receptacle of metal for waste material.

61. Every butcher's stall and the management and conduct of the business shall be at all times open and subject to inspection by the Chairman of the Local Board or by any person duly authorized by the Chairman.

62. These by-laws shall be framed and hung up in a prominent place in every butcher's stall.

F.—Fish Stalls.

63. Every fish stall shall be well ventilated and well lighted, and the walls thereof shall be plastered and white-washed. The floor shall be of smooth cement, having a proper fall leading to a masonry drain built in cement and cement rendered, emptying into a bucket. The drain and bucket shall be washed with disinfectant at least twice a day, and the bucket shall not be allowed to overflow. The stall shall always be kept clean and free from stains of blood and dust, and the walls and floor kept in a state of repair.

64. Instead of the drain referred to in the last preceding rule, a fishmonger may use a large zinc sheet or concrete counter having a fall towards its centre and so arranged that the washing shall fall into the bucket.

65. Every table used in a fish stall shall be covered with zinc or other impermeable substance approved by the Chairman. Such tables and the chopping block and all implements shall be kept scrupulously clean. They shall be washed with water and scrubbed with a hard clean brush immediately after use. All hooks for hanging fish shall be polished and free from rust.

66. Fish baskets shall be washed daily and kept exposed to sun and air on a shelf and not to be kept inside the fish shop.

67. Every fish stall holder shall provide himself with a movable receptacle of metal for waste material.

68. All refuse and dirt in or about the premises of a fish stall shall be removed at least once a day and the drains well flushed.

69. No person suffering, or who to the knowledge of any person in charge of a fish stall has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the fish stall to be employed in such fish stall.

70. Every fish stall and the management and conduct of the business shall at all times be open and subject to inspection by the Chairman or by any person duly authorized by the Chairman.

71. These by-laws shall be framed and hung up in a prominent place in every fish stall.

G.—Galas.

72. Every licensed gala shall be registered by the Chairman, and a notice board shall be hung up by the licensee at the entrance to every such gala with the words "Registered Gala No.—" and the name of the owner painted thereon.

73. Every gala or halting place for carts or cattle shall be properly levelled and drained to the satisfaction of the Chairman, and the ground shall either be paved or properly consolidated with broken metal, so that it keeps a hard and level surface. All buildings in such gala or halting place used for keeping the bulls or other animals must be so constructed and kept as to comply with rule 74. Such gala or halting place shall be kept in a clean and sanitary state, being thoroughly cleansed daily, and all dung and refuse removed daily to such place at a distance from any dwelling houses as the Chairman shall approve. No goods, materials, or substance of any kind shall be deposited upon such gala or halting place in such a manner as to obstruct such daily cleansing.

74. The owner, tenant, or occupier of every building or shed used as a stable, cattle stall, or cattle halting place shall provide the same to the satisfaction of the Chairman with suitable cemented drains to carry off washings, urine, or rain water. Provided that the Chairman, if he considers it necessary, may require such drains to be so constructed as to convey the urine or washings into one or more covered receptacles constructed in such a manner as the Chairman shall direct, the contents of which shall be daily removed at the expense of such owner, tenant, or occupier and disposed of so that no nuisance is caused thereby. The floor of such building or shed shall be paved with brick rendered in cement, stone, cement concrete, asphalt, or other hard material which can readily be kept clean, and shall be kept even and in good repair. If such building or shed is so constructed that it can be whitewashed, this shall be done at least once in six months or oftener if the Chairman shall so direct. (Provided that the Chairman may relax any of the above regulations if, owing to the distance of the building or shed from human dwellings or for any other reason, he shall consider the same unnecessary.) Provided also that the Chairman may, if he considers it necessary, require any building to be used as a stable, cattle stall, or cattle halting place to be constructed of stone, brick, or other permanent materials, and to have a tiled or iron roof.

75. Every stable, cattle stall, or cattle halting place shall be kept in a clean and sanitary state, being thoroughly cleansed daily, and dung and refuse removed daily to such a place at a distance from any dwelling houses as the Chairman shall approve.

76. Every gala shall be open for inspection at any time by the officers of the Board or by any other person thereto authorized in writing by the Chairman. All orders which the Chairman is empowered to make under these by-laws shall be in writing.

H.—Dairies.

77. For the purpose of rules under section 56 (5) a "dairy" shall mean and include any farm, farmhouse, cow shed, milk store, milk shop, or other place from which milk is supplied or in which milk is stored or kept for the purposes of sale.

"Dairyman" shall include any cow keeper, purveyor of milk, or occupier of a dairy, and in cases where a dairy is owned by more than one person, the manager or other person actually managing such dairy.

78. No dairy shall be located in any compound within 100 feet of an open cesspit or surface latrine or in a position where bad odours will reach it, and no open cesspit or surface latrine shall be erected within 100 feet of any dairy.

79. Every dairy compound shall be sufficiently provided with proper drainage to the satisfaction of the Chairman, and the drains shall be kept flushed. No foul water shall be allowed to stagnate in any dairy compound.

80. All refuse and dirt in and around the dairy premises shall be removed without delay. Cowdung shall be removed daily.

81. A pure and protected supply of water must be provided at convenient distance for the use of every dairy. No bathing or washing of clothes shall take place at or near this water supply.

82. The milch cows and buffaloes shall be free from disease, and no dairyman suffering from, or who to the knowledge of any person in charge of a dairy has recently suffered from, any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the dairy to be employed in such dairy.

83. All dairymen shall see that their cattle are washed as to udders and teats before milking, and the milker is to wash his hands thoroughly with soap and water before milking. Every precaution shall be taken to prevent contamination of milk by dung or urine.

84. No dairyman or owner of a dairy shall adulterate milk by the addition of any water or any other foreign liquid or substance thereto, nor shall he sell or offer or expose for sale milk so adulterated.

85. All utensils, furniture, and other requisites used in or belonging to a dairy shall be kept clean.

86. All vessels sent out containing milk shall be scrupulously clean, and shall be properly covered, stoppered, or corked with clean materials, and shall not be carried under the armpit, nor shall the mouths of the bottles be fingered.

87. The sheds and yards where cattle are kept shall be subject to and satisfy the requirements of the rule 74 of the Local Board regulations regarding galas.

88. Every licensee of a dairy shall have a milk room, erected in such a position and at such a distance from the cow sheds as the Chairman of the Local Board shall approve, for the storing and preparation of milk, and in which all vessels used in his trade are to be stored after cleansing. The floor shall be cemented with rounded corners at its junction with the walls, the walls shall be of plastered masonry, smooth boards, or ironwork, to be limewashed or painted periodically as directed by the Chairman or the Senior Sanitary Officer. At least two opposite walls of the milk room shall abut on the open air. The roofs shall be ceiled with grooved boards to prevent the ingress of dust. There shall be at least one window and one door. The window shall be 3 feet by 2 feet without glass or shutters and be fitted with flyproof netting. The door shall be opposite the window, be close fitting and fitted with flyproof netting, and shall be kept closed. A table with a covering of marble, slate, or zinc or other approved impermeable substance shall be placed in the milk room. This room shall be used for no other purpose than that of storing and preparing milk.

89. Every licensee of a dairy shall keep a list of his customers, which shall be open at all times for inspection by the Chairman of the Local Board, the Senior Sanitary Officer, or his assistants.

90. The number of cows for which each dairy is licensed shall be stated in such license.

91. No licensee of a dairy shall change the location of his dairy without having first obtained the permission of the Chairman, nor shall milking take place at any place other than at the licensed premises.

92. Every licensee of a dairy shall keep a report book in his milk room, in which Inspecting Officers may make their report each time they visit the dairy.

93. Every dairy situated within the limits of the Local Board, as well as those situated outside such limits, provided these latter supply milk to residents within Board limits, shall be registered by the Chairman, who shall issue to each applicant a card of registration bearing his name and number. These cards are to be shown to authorized officers of the Board when required by them to do so.

94. The Chairman of the Local Board, the Senior Sanitary Officer or his assistants, the Chief Headman of the district, or any Sanitary Inspector appointed by the Chairman of the Local Board, or the Senior Sanitary Officer to do sanitary inspection in the Local Board town, shall be at all times empowered to take a sample of milk for analysis from any licensed dairy or from any person selling milk or exposing milk for sale within Local Board limits.

95. A copy of these by-laws shall be hung in the milk room of every dairy.

I.—Laundries.

96. For the purpose of rules under section 56 (5) "laundry" means the premises occupied by any person carrying on the trade of washing other peoples' clothes for hire, and "laundryman" signifies any such person or an employé or assistant of such person in such work.

97. Every laundryman shall, when so required by the Chairman, provide a separate room for soiled linen, which must be well ventilated and clean at all times and white-washed twice annually.

98. A laundryman shall not store soiled linen in any room used as a living apartment.

99. The Chairman shall when he considers it necessary in the interests and for the good of the public health allocate special sites for the washing of clothes; such sites will be indicated by a notice board.

100. When any laundryman or any member of his family or household shall contract any infectious or contagious disease, he shall within twenty-four hours report the same to the Chairman of the Local Board either through the Inspector or the Police Headman.

101. When any laundryman or any member of his family or household shall contract any infectious or contagious disease, all work in the laundry shall immediately cease, nor shall any clothes be taken into the laundry or sent out of it after the outbreak and during the prevalence of such disease, save by special permission of the Chairman.

102. No laundryman shall, without the permission of the Chairman of the Local Board or the Senior Sanitary Officer, receive soiled linen from any house in which there is reason to believe that a member thereof is suffering from any infectious disease.

103. Every laundryman shall when called upon by the Chairman of the Local Board or the Senior Sanitary Officer or his assistant give a list of the persons for whom he washes.

J.—Common Lodging Houses.

104. For the purpose of rules under section 56 (5) "common lodging houses" shall mean any house or any part of a house in which four or more persons not being members of the same family are housed for hire.

105. A common lodging house shall be substantially built and kept in a good state of repair, and the sleeping rooms shall be well ventilated and lighted to the satisfaction of the Chairman and the walls thereof whitewashed thrice annually.

106. The keeper of a common lodging house shall at all times keep the place clean and in a sanitary condition. He shall cause all filth and offensive matter to be removed from the premises.

107. When any person in a common lodging house becomes ill with any infectious or contagious disease, the keeper or such person shall immediately inform the proper authority either through the Local Board Inspector or the Police Headman, and shall obey the directions of the proper authority with regard to the vacation of the lodging house,

disinfection or destruction of bedding, clothing, and other articles, and fumigation, disinfection, and limewashing of the house.

108. The keeper of a common lodging house shall be responsible for the provision of sufficient latrine accommodation for the inmates and for the keeping of the same in a sanitary condition.

109. The Chairman of the Local Board is hereby empowered to decide the maximum number of persons that may be accommodated in any common lodging house, and such number shall be endorsed upon the license. Any common lodging house-keeper allowing the number to be exceeded shall be guilty of an offence. For the purposes of this rule two children under twelve years of age shall count as one person.

110. The premises of any common lodging house shall at all times be open to inspection by the Chairman of the Local Board, the Senior Sanitary Officer or his assistant, the Chief Headman of the district, and any Inspector appointed by the Chairman of the Local Board or the Senior Sanitary Officer to do sanitary inspection in the Local Board town in which such common lodging house is situated.

K.—Washing Places.

111. It shall be lawful for the Board by resolution from time to time to set apart for washing of horses and cattle such places as it may deem proper, and the hours during which they may be used.

112. A list of the places so set apart shall be published in the *Government Gazette* in English, Sinhalese, and Tamil, and proclaimed within the limits of the Board by beat of tom-tom, and copies of the list in the said three languages shall be kept affixed at the office.

113. No person shall wash horses, cattle, clothes, or mats at any public place within the town, except at such places so set apart by the Board.

114. No person suffering, or who to the knowledge of any person in charge of a washing place set apart as hereinbefore provided has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the washing place to wash clothes or any other article in such washing place.

CHAPTER V. [Section 56 (7).]

Dangerous and Offensive Trades.

1. Dangerous and offensive trades shall for the purpose of these rules mean and include any of the following:—

Storage or manufacture of artificial manure, boiling of blood or offal, drying blood or offal, tanning, fat melting, fat extracting, soap making, soaking of coconut husks, fibre dyeing, coconut oil manufacture (where machinery is employed), manufacture or storing of fibre, storing of hides, bones, artificial manures, or any materials for the manufacture of artificial manure, storing of Maldivé fish in quantity over 5 cwt. in weight, quarrying for metal, cabook, or gravel, the manufacture of bricks and tiles, the burning of lime, the manufacture of aerated waters, storing or curing of plumbago.

2. No owner or occupier of any land or premises within the limits of the Local Board or other person shall carry on or suffer to be carried on upon such land or premises any offensive or dangerous trade or manufacture without a license from the Chairman of the Local Board, who is further empowered to refuse such license to any person failing to comply with any of these or other already-existing Local Board rules.

Such license shall be subject to such fees as the Local Board from time to time may determine with the sanction of the Governor in Council.

3. If any person shall have been convicted twice or oftener by any court of the breach of any of these rules, it shall be lawful for the court recording such second or subsequent conviction to cancel the license issued to such person under this chapter by the Chairman of the Local Board. Upon such cancellation of a license by a court, the Chairman of the Local Board is empowered in his discretion to refuse to issue any fresh license to such person.

4. All materials required for the purpose of carrying on any of the aforesaid trades, businesses, or manufactures

shall be stored so as to prevent effluvia or nuisance, and all such materials which have to be brought along any public thoroughfare, and which are likely to be offensive and give off effluvia shall be transported in non-absorbent covered receptacles, or in such other manner as the Chairman shall direct, so as to obviate the creation of any nuisance.

5. Effective means shall be adopted for rendering innocuous any offensive vapours or gases emitted during any process or manufacture. Such vapours and gases shall either be discharged into the external air in such manner and at such a height as to admit of their diffusion without injurious or offensive effects or they shall be passed directly through a fire or into a condensing apparatus. All premises shall be adequately drained, and the drains kept in efficient order and washed daily.

6. Floors shall be maintained in a proper state of repair and cleansed daily, and when so ordered by the Chairman shall be constructed of such impermeable material as he may direct.

7. Walls shall be kept in good order so as to prevent the absorption of filth, and whitewashed twice annually or oftener if so ordered by the Chairman of the Local Board or the Senior Sanitary Officer.

8. All apparatus, including implements and vessels shall be kept clean, and where possible they shall be cleaned daily. All refuse, sweepings, scrapings, together with waste and dye products, shall be removed daily from the premises in covered receptacles, unless intended to be forthwith subjected to further trade purposes on the premises.

9. Tanks used for washing or soaking skins or any other materials must be emptied and cleansed as often as may be necessary to prevent effluvia.

10. No person carrying on any offensive trade or manufacture, nor any owner or occupier of any land or premises upon which such offensive trade or manufacture is carried on, shall pollute any river, stream, canal, channel, well, tank, or open piece of water by discharging thereinto or suffering to flow thereinto any foul, ill smelling, or offensive water or other fluid, or by throwing thereinto or suffering to be washed thereinto any offensive substance, nor shall he in any other way pollute or contaminate such river, stream, canal, channel, well, tank, or open piece of water.

11. The premises of all the aforementioned trades shall be open for inspection at all reasonable hours by the Chairman of the Local Board or by any person duly authorized by the Chairman.

12. The owner or occupier of any land from which clay, earth, stone, gravel, cabook, or other material is cut for the manufacture of bricks or tiles, or for building, or for any other purpose shall be responsible for seeing that proper drainage is provided, and that the pits or trenches cut are afterwards filled, so that water cannot stagnate therein.

Manufacture of Aerated Waters.

13. No person shall commence the manufacture of aerated waters within the limits of the Local Board for the purposes of sale without giving one month's previous notice in writing to the Chairman of the Board.

14. No aerated water factory shall be situated within less than 150 feet from any gala, stable, or other building used for keeping animals by day and night, or of any latrine or cesspit. No part of the factory shall be used as a dwelling house.

15. All premises used for manufacture of aerated waters must be well lighted and ventilated, must have cemented floors, must be provided with suitably built drains to carry off waste material, and must be kept clean and free from dirt and dust. The preparation of the syrups must be carried out in a separate fly-proof room. All chemicals and other materials used in the manufacture of the waters must be of good quality. All utensils and machinery employed in the manufacture must be kept scrupulously clean.

16. The water used in the manufacture shall be obtained from a source adequately protected from contamination and approved of by the Chairman of the Board. It shall be transported to the factory by means which shall ensure that no pollution occurs in transit. It shall be stored at the factory in properly constructed tanks or reservoirs connecting with the aerating apparatus.

17. All water used in the manufacture of aerated waters shall be passed through a Jewell or other filter approved by the Chairman and connected with the plant, provided that the Chairman shall have power to exempt from the operation of this rule water derived from an approved public supply.

18. Whenever the Secretary or Inspector of the Board is satisfied that any aerated water, either manufactured within the limits of the Board or introduced into such limits from outside, is of such bad quality as to be unfit for human consumption, he may seize such waters and produce them before the Health Officer or Police Magistrate, and if it appears to such Health Officer or Police Magistrate that such waters are unfit for human consumption he may order the same to be destroyed. Any person manufacturing any aerated water which shall be proved to the satisfaction of the court to be unfit for human consumption shall be guilty of an offence.

19. All bottles used in the manufacture of aerated waters shall be washed with filtered water and shall be kept scrupulously clean.

20. Every bottle containing aerated water shall bear a label setting out the description of the water and the place of manufacture, the name of the person or firm owning the factory, and the number assigned to the factory by the Chairman of the Board.

21. No person under twelve years of age shall be employed in any aerated water factory, nor any person suffering from any cutaneous or contagious disease.

22. All employers engaged in the filling of bottles with gas shall wear fine-meshed wire face and neck-shields and leather gloves.

23. It shall be lawful for the Chairman of the Local Board or Secretary or Inspector or any person thereto authorized by the Chairman in writing to enter any place used for the manufacture or sale of aerated waters at any time when such place is open and to take a sample bottle of any kind of aerated water which is there manufactured or kept for sale, and any proprietor or person in charge of such place who shall refuse to permit such sample to be taken shall be guilty of an offence. Such sample shall be forthwith forwarded to a competent analyst, and the certificate of such analyst if it states that such sample is unfit for human consumption shall be evidence that it is so unfit until the contrary is proved, and the proprietor or manager of any place used for the manufacture or sale of aerated waters from which place any such sample was taken which proved to be unfit for human consumption shall be guilty of an offence.

24. Wells from which water for the manufacture of aerated waters is drawn shall be set apart solely for this purpose, and shall not be used for bathing.

CHAPTER VI. [Section 56 (11).]

Care of Waste or Public Lands.

1. No person shall remove any sand, earth, stone, or growing plants or trees from, or in any way alter or deface the surface of, any waste or public land without the authority of the Chairman.

2. No horse, cattle, sheep, goats, or swine shall be tethered or grazed upon any public ground vested in the Board without a license from the Chairman. Such license may be granted for a year or any shorter period at the discretion of the Chairman, and shall be subject to such fee as the Board shall from time to time by resolution determine.

3. Any person thereto authorized in writing by the Chairman may seize any horse, sheep, goat, or other animal which he may find tethered or grazing without such license as aforesaid on any public ground within the town.

4. The Board may farm or let out the public grazing grounds or any part thereof for any period not exceeding twelve months on such conditions as to the Board may seem fit.

CHAPTER VII. [Section 56 (12).]

For the putting up and preservation of Boundaries.

1. Every owner or occupier of any house, garden, building, or land within the town shall keep such house, garden, building, or land surrounded with a wall or good

fence of not less than 4 feet in height from the level of the ground.

2. No live fence shall in future be erected within 3 feet from any public masonry drain.

CHAPTER VIII. [Section 56 (13).]

Public Bathing Places.

1. For the purpose of rules under section 56 (13) a public bathing place shall mean any place where the public or any particular class of persons bathe, whether on payment of money or not, or any place thereto specially set apart by order of the Local Board under rule 2.

2. The Local Board may by resolution set apart any public place over which it has control or any portion thereof for the purpose of being used as a public bathing place, and may define the meets and bounds of such public bathing place.

3. In every case in which a charge is made by the owner or occupier of any public bathing place for the use thereof, such owner or occupier shall not keep such bathing place without a license from the Chairman of the Local Board, which license the Chairman is hereby empowered to refuse to any persons failing to comply with any of these rules or any existing Local Board rule.

Such license shall further be subject to such fees as the Local Board shall from time to time determine with the sanction of the Governor in Council.

4. If any person shall have been convicted twice or oftener by any court of the breach of any of these rules, it shall be lawful for the court recording such second or subsequent conviction to cancel the license issued to such person under this chapter by the Chairman of the Local Board. Upon such cancellation of a license by a court the Chairman of the Local Board is empowered in his discretion to refuse to issue any fresh license to such person.

5. The owner or occupier of any public bathing place shall be bound to see that the requirements of these rules are carried out.

6. Wherever a public bathing place is served by a well, such well shall have a protecting wall at least 2 feet high all round or, if there is no wall, must be constructed on a plan approved by the Chairman of the Local Board, and in such a way that none of the water drawn for washing can find its way back into the well, and the ground immediately surrounding such well shall be sloped, paved, or concreted so as to allow the water to run into a leadaway drain of sufficient length to prevent, to the satisfaction of the Chairman, any percolation of dirty water into the well.

7. If tubs are used they shall be cleaned daily and painted twice annually. If a large tank or bath is used the water thereof shall be frequently changed, so that it does not become stagnant or offensive or unfit for use for human bathing.

8. No person suffering, or who to the knowledge of any person in charge of a public bathing place has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall bathe, wash in, or in any way use the water of any such public bathing place unless such water shall be drawn for such person by some healthy person and carried for use to a safe distance from such bathing place.

9. Whenever a public bathing place is served by a well, no person shall use such well for washing cattle or any other animals, or mats, or any other things, or any clothes except those he is wearing, and if such clothes be slapped upon a stone or otherwise beaten this shall be done at such distance from the well that the splash therefrom cannot fall into the well.

The provision of rule 9 shall also *mutatis mutandis* apply to tanks or baths, the water of which is artificially changed at intervals, and to public bathing places specially set apart by order of the Local Board or the Chairman.

10. No person shall commit a nuisance by obeying a call of nature at or near any public bathing place.

CHAPTER IX. [Section 56 (14).]

Dogs.

All stray dogs shall be seized, and, if diseased, or suspected of disease, destroyed; otherwise they shall be

impounded in a pound provided by the Board, and a sum of forty cents for the first day of detention and fifteen cents for each succeeding day to meet the expenses incurred by the Local Board shall be levied from the owner of the dog if he claims it and desires to remove it. Impounded dogs if not claimed within three days shall be destroyed.

CHAPTER X. [Section 56 (16).]

Charges for occupation of Pounds, &c.

All cattle, sheep, and goats straying on the public roads or paths within the town shall when seized be placed in the pound established by the Board for the purpose where such have been provided, and the following charges shall be paid before the removal of any animal so impounded:—

For occupation, 25 cents per head for a day or part of a day.

For food if supplied, 15 cents per head for a day or part of a day.

CHAPTER XI. [Section 56 (17).]

1. It shall not be lawful for any person to erect a house or hut for the purposes of a dwelling place, or permit the same to be occupied as a dwelling place, within the limits of the Board, except under the following conditions:—

- (a) The walls shall in no case be built of cadjan, but of stone, brick, cabook, mud and wattle, or other suitable material which allows of its being properly plastered and whitewashed.
- (b) Every such house or hut or any room therein to be used for human habitation shall not be less than 120 superficial feet in area, and not less than 10 feet in height, and with eaves at least 6 feet from the ground. All houses or huts are to have tiled roofs, except where the Chairman may see fit to relax the operation of this rule by written permit setting out the period for which such exemption is to hold good.
- (c) Every room to be used for human habitation shall have at least one door not less than 6 feet by 3 feet, and at least one window not less than 3 feet by 2 feet.
- (d) The floor shall always be higher than 1 foot from the ground, provided the Chairman shall be at liberty to require a higher level according to situation.
- (e) It shall be lawful for the Chairman to cause any house or hut erected contrary to the provisions of this by-law to be taken down at the expense of the owner, if within one month after written notice to him to alter or take down the same he shall fail or neglect to do so.

2. It shall not be lawful for any person to erect, re-erect, or add to any hut or house within the limits of the Local Board town, except under the following conditions:—

The following clear air space shall be left around any hut or house which is erected or re-erected, or around any hut or house which is added to with respect to such addition, and no portion of the walls of such building, and not more than 2 feet 6 inches of the projecting eaves of such building shall come within such space:—

- (1) On the side of any road or street 25 feet to the centre of such road or street.
- (2) Behind such space up to 50 feet to any other hut or house, except a kitchen, bathing place, or latrine as the Chairman may require, of which prescribed space at least half shall be land belonging to the same owner as the land upon which the house stands, which is erected, re-erected, or added to.
- (3) To the side such space up to 15 feet to the nearest building as the Chairman may require, of which prescribed space at least half shall be land belonging to the same owner as the land upon which the house stands, which is erected, re-erected, or added to.

Provided that the Chairman may in his discretion relax the operation of this rule in any special case, but he shall not do so unless he is satisfied that (1) no detriment is caused thereby to the sanitary condition or amenities of the house or hut to be erected, re-erected, or added to, or of any other neighbouring house or hut used or intended to be

used as a human dwelling place; and (2) that the future alignment, widening, or development of any road or street, or the convenience of the public using such road or street, will not be interfered with by such relaxation of the rule.

Provided further, that the Chairman may allow the erection of a kitchen, bathing place, or latrine upon the portion thus reserved for air space on the side of any house furthest from the road or street in such place as the Chairman shall approve.

Provided further, that where a conservancy lane shall have been provided, or laid out, or projected by the Board, such latrine shall adjoin such lane or projected lane.

CHAPTER XII. [Section 56 (21).]

General Conservancy.

1. All owners, tenants, or occupiers of lands within the limits of the Local Board shall keep the same clean and free from all weeds or rank and noisome vegetation, as well as from all refuse and rubbish.

2. All or any part of any house, dwelling, church, place of business, or other building shall be provided with sufficient light or ventilation, and shall, whenever so ordered by the Chairman or any officer acting under his authority, be forthwith externally or internally limewashed, disinfected, or otherwise cleaned.

3. Privies shall be constructed where in the opinion of the Chairman it is desirable that they should exist.

4. Every owner or occupier of any place within the limits of the Local Board used for a tannery, brick factory, lime kiln, and every owner or occupier of a cart stand, cattle yard, bakery, coach building yard, or manufactory, shall remove or cause to be removed daily from such premises all filth, dirt, and rubbish, and deposit it in such places as the Chairman may approve.

5. Every cart stand, cattle yard, and sheep pen shall be paved and drained to the satisfaction of the Chairman.

6. All householders or other persons who are desirous that the dust, ashes, sweepings, rubbish and other refuse from their premises should be removed by the scavengers of the Board shall deposit the same in proper boxes or other receptacles with covers on the edge of the road outside their respective dwellings or shops daily between the hours of 6 A.M. and 8 A.M., and it shall not be lawful for any person to place or cause to be placed such dust, ashes, sweepings, rubbish, or refuse in any street unless the same shall be contained in boxes or other receptacles as aforesaid, nor after the hours specified; and every such person shall remove such boxes or other like receptacles within the space of half an hour after the same shall have been emptied by the scavengers.

7. It shall be lawful for the Chairman at any time to require the owner or occupier of any house, building, enclosure, or premises within the limits of the Local Board, by notice in writing, to remove or cause to be removed the contents of any privy, pit, or water-closet in or belonging to such house, building, enclosure, or premises to such place or places, and within such time as shall be set forth in the said notice. Should such owner or occupier fail to comply with the requirements of such notice within seven days from the time when such notice shall have been served on him, the Chairman may cause the necessary work to be done, and for that purpose shall have power to enter into and upon any such house, outhouse, building, enclosure, or premises with such labourers, implements, and things as may be required; and the expenses incurred shall be recoverable as a debt due by the owner to the Board.

8. Any person who shall bury or cause to be buried, or deposit or cause to be deposited, the contents of any latrine, privy, pit, or water-closet within any house, building, or premises, or in any land within 100 feet of any dwelling house, well, stream, or water-course, shall be guilty of an offence. Upon receiving notice he shall at once remove the same to such place and within such time as the Chairman shall direct. In default of compliance with such notice within the time appointed, the Chairman and any officers or workmen authorized by him may enter upon such house, building, or premises and cause the necessary work to be done, and the expenses incurred thereby shall be paid by the person in default, and shall be ascertained and determined and recoverable as a debt due by the owner to the Board.

9. The occupier of any house or premises within or upon which any cattle, horse, sheep, goat, or pig may die shall within four hours after its death, or if death occurs at night within four hours after daylight, either remove the carcass at his own expense to such place as may be appointed by the Chairman for that purpose, or report its death to the Secretary or Inspector of the Board, and in such latter case shall pay to the Board the expense of removing or burying the carcass at such rate as the Chairman shall determine.

10. Whenever any tree or branch or fruit of a tree within the limits of the Local Board shall be deemed by the Chairman, after inspection by himself or some person authorized by him, to be likely to fall upon any house or building and injure the occupier thereof, or whenever the same shall overhang any street, it shall be lawful for the Chairman to cause notice in writing to be given to the owner or to the occupier of the ground upon which such tree stands to cut down or remove the said tree or branch or fruit; and if such owner or occupier shall not cut down or remove the same within twenty-four hours after such notice, the Chairman and any officers or workmen authorized by him in writing may enter upon such ground and cause the work to be done, and the expenses thereby incurred shall be paid by such owner or occupier, and shall be ascertained and determined and recoverable as a debt due by the owner to the Board.

11. It shall be lawful for the Secretary, Inspector, or any officer authorized in writing by the Chairman, between the hours of 7 A.M. and 5 P.M., to enter upon any building or premises within the limits of the Board and do all things necessary for the purpose of ascertaining whether such building or premises are kept in a sanitary condition.

12. No person shall deposit any dirt, manure, filth, sweepings, or rubbish of any kind, nor any old bottles, tins, chatties, coconut shells, or other receptacles of any kind capable of holding rain water, on any street, road, or public place, or in any drain of such street, road, or public place, or on any land or premises in proximity to any dwelling house. Such dirt, manure, filth, sweepings, rubbish of any kind, and any old bottles, tins, chatties, coconut shells, or receptacles of any kind capable of holding rain water shall be burnt or buried or carried away to a suitable place approved of by the Chairman.

13. Whenever it shall appear to the Chairman that any ground or premises in the vicinity of dwelling-houses is in an insanitary condition by reason of the growth of weeds or rank or noisome vegetation upon it, or by reason of accumulations of manure, filth, or rubbish, or of stagnant water, or of receptacles likely to contain rain water and stagnate lying about, the Chairman may require the owner or occupier of such ground, by a notice in writing, to do, within a reasonable time to be specified in such notice, such work as is necessary to put the said ground in a sanitary condition. If the owner or occupier shall fail to carry out the said work within the time specified, or if at any subsequent time he shall again allow the said land to get into such insanitary condition as aforesaid, the Chairman may cause the necessary work to be done, and for that purpose shall have power to enter into and upon such land with such labourers, implements, and things as may be required, and the expenses incurred shall be recoverable as a debt due by the owner to the Board. Provided that nothing in this rule contained shall prevent the Chairman from at any time entering any prosecution under these rules should he consider such prosecution advisable.

14. It shall be the duty of the owner of every house or hut used for human habitation to keep the same in a state of good repair, unless he proves to the satisfaction of the Chairman that a tenant or occupier has agreed to undertake this duty, in which case the said duty shall fall on such tenant or occupier, as the case may be.

15. Whenever it shall appear to the Chairman that any such house or hut is in such a state of repair that it is in an insanitary condition and prejudicial to the health of the inmates or the neighbours, he may cause a notice in writing to be served upon the owner, tenant, or occupier, as the case may be, whose duty it is to keep such house in good repair, requiring him, within a reasonable time to be fixed in such notice, to do such work as may be necessary to put the said house or hut into a sanitary state.

Prevention of Malaria.

16. Hollow places in compounds or close to dwelling houses shall be filled up or drained so that water may not stagnate in them, and all unnecessary vessels or receptacles of any description lying about the said premises and which are liable to hold or contain water likely to become stagnant shall be removed.

17. The owner or occupant of any garden or compound in which it is desired to cut down a bamboo clump or any portion thereof shall dig and remove the roots thereof, or cause the roots thereof to be dug and removed, or shall cut down or cause the same to be cut down to a point below the level of the surrounding ground in such a manner, and so cover or cause to be covered the roots as to prevent any water collecting in the hollow of the severed portions of bamboos still left in the earth.

Wells.

18. No person shall sink a well or cause a well to be sunk within the limits of the Local Board unless he shall have given to the Chairman one month's notice of such his intention, or shall have obtained a permit from the Chairman to sink such well or cause it to be sunk.

19. No well shall be sunk less than 50 feet from any cesspit, cesspool, pigsty, gala, cattle shed, manure heap, leaking drain, neglected privy, heap of decaying vegetable or animal matter, or any manured land.

20. No cesspit, cesspool, privy, pigsty, gala, or cattle shed shall be constructed within a distance of 50 feet from any well used for drinking or domestic purposes, nor shall any manure or decaying animal or vegetable matter be deposited, nor any land be cultivated with manure, nor any drain suffered to remain in a leaking condition within such distance.

21. All wells shall be lined as far as water level either with bricks set in cement with a backing of puddled clay or with cylinders of iron cement or clay, or shall be otherwise so constructed as to prevent the entrance of water except from the bottom.

22. A platform upon which to stand and draw water may be constructed over the top of a portion of the mouth of the well. This platform shall be so constructed as to be absolutely water-tight, so that no water therefrom can trickle back into the well, but all flow on to the apron or pavement referred to in rule 23. The said platform shall have a slope downwards from the centre of the mouth of the well outwards so as to throw off water, and a water-tight ledge at least 6 inches high along its inner edge connected at both ends with the parapet wall. The remainder of the well mouth shall be surrounded by a parapet wall at least 2 feet 6 inches high.

23. The well shall be surrounded for a distance of 5 feet by a cement apron or pavement of stone or brick set in cement sloping away from the well.

24. The outer edge of such apron or pavement shall be surrounded by a cement gutter emptying into a leadaway drain not less than 10 feet long, so as to prevent the stagnation of water in the vicinity of the well.

25. No planks shall be placed across the mouth of the well to stand on when drawing water or for any other purpose.

26. Water from wells shall be drawn in clean receptacles.

27. No one shall wash clothes within 20 feet of the mouth of a well used for drinking or domestic purposes.

28. Every owner or lessee of a well used as a public bathing place shall supply bathing tubs, and shall not allow persons who bathe to draw water, and no person shall draw water from such well while bathing.

29. The Chairman may, whenever he deems such a course to be necessary, cause notice to be given in writing to the owner or lessee or occupant of any compound in which there is a well used for drinking or domestic purposes to bale out the water and clean the well and execute such repairs as the Chairman may consider to be necessary, and if such notice is not complied with within fourteen days such person shall be guilty of an offence.

30. It shall be lawful for the Secretary or Inspector of the Board or other person empowered in writing by the Chairman of the Board to inspect wells, or enter upon any land or premises for the purpose of inspecting proposed sites or wells or existing wells and their surroundings.

License fees charged by the Local Board of Kalutara, with the sanction of the Governor in Executive Council, under the provisions of section 29 A of "The Local Boards Ordinance, 1898," as amended by Ordinance No. 29 of 1914:—

	Annual Fee.
	Rs. c.
Bakeries ..	12 0
Eating houses ..	6 0
Butchers' stalls ..	6 0
Fish stalls ..	6 0
Cattle gala with accommodation for ten head of cattle or under ..	5 0
For every additional ten head of cattle or under Rs. 5 up to a maximum of ..	100 0
Dairies ..	6 0
Common lodging houses ..	6 0
Manure manufactory ..	100 0
Slaughter-houses ..	6 0
Boiling or drying blood or offal ..	100 0
Tannery ..	100 0
Fat melting or extracting ..	50 0
Soap making ..	50 0
Storing copra over a ton ..	12 0

	Annual Fee.
	Rs. c.
Fibre dyeing ..	6 0
Coconut oil manufactory where machinery is employed ..	100 0
Manufacture or storing of fibre where machinery is employed ..	50 0
Storing of hides, bones, artificial manure, or materials for manufacture of artificial manure ..	25 0
Metal, cabook, or gravel quarry ..	20 0
Brick or tile manufactory ..	15 0
Lime kiln ..	6 0
Aerated water manufactory ..	50 0
Plumbago store or curing yard ..	50 0

CHAPTER IV.—SCHEDULE A.

Market License.

Fee, Rs. ——. The bearer, —, of —, has permission to hold the stall No. — in the — market for —, subject to the by-law.

Chairman, Local Board.

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

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

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

SCHEDULE REFERRED TO.

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

Block survey preliminary plan 1,628.

Lot.	Name of Land.	Extent, A. R. P.
27	Karuwalagahamulahenyaya	28 3 2
27D	Dangahamulahena, Karuwalagahamulahena	28 0 13
		56 3 15

NOTIFICATION UNDER SECTION 4 OF "THE SOCIETIES ORDINANCE, 1891."

"The Ceylon Moslem Educational Society, Limited."

KNOW Ye that We, the Governor of Ceylon, by virtue of the powers vested in Us by section 4 of the above-named Ordinance, have been pleased to amend Notification made under the said Ordinance and dated April 4, 1919, and published in the *Government Gazette* of the same date as follows:—

For the words "All the provisions" at the end of the said Notification under the heading "Schedule of the Ordinance" the following words shall be substituted:—

All the provisions excepting paragraph 4 in so far as the said paragraph deals with the appointment of a Treasurer and trustees.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, September 30, 1919.

WITH reference to the Notification dated September 2, 1919, appearing in the *Gazette* of September 12, 1919, it is hereby notified that His Excellency the Governor has been pleased to appoint, with effect from October 1, 1919, the persons whose names appear in the subjoined schedule to be Registrars of Births and Deaths for the divisions noted opposite their respective names, holding offices in the places appearing in column 4.

Colonial Secretary's Office,
Colombo, September 29, 1919.

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

SCHEDULE REFERRED TO.

North-Western Province

Puttalam District.

No. of Division.	Name of Registrar.	Name of Registration Division.	Place of Office.
2B ..	Vinasittamby Ramalingam	Puttalam pattu south	Madurankuli
5 ..	Nicholas Swakkinu Fernando	Mundel	Mundel
Chilaw District.			
5 ..	Simon Wijesinha Ekanayaka	Munessaram pattu south	Kakkapalliya
4 ..	Patabendikoralalage Jayatuhami Appuhami	Anavilundan and Munessaram pattus, south of Deduru-oya	Munessaram

WITH reference to the Notification dated September 2, 1919, appearing in the *Gazette* of September 12, 1919, it is hereby notified that His Excellency the Governor has been pleased to appoint, with effect from October 1, 1919, the persons whose names appear in the subjoined schedule to be Registrars of Marriages (General) for the divisions noted opposite their respective names, holding offices in the places appearing in column 4.

Colonial Secretary's Office,
Colombo, September 29, 1919.

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

SCHEDULE REFERRED TO.

North-Western Province.

Puttalam District.

No. of Division.	Name of Registrar.	Name of Registration Division.	Place of Office.
1 ..	Richard Muthalittamby Thevathasan	Puttalam pattu and gravets	Puttalam Kacheheri
	Simon Ponniah	do.	Periyavillu
3 ..	Nicholas Swakkinu Fernando	Mundel	Mundel

WHEREAS by the Notification dated June 7, 1919, published in the *Government Gazette* No. 7,019 of June 13, 1919, His Excellency the Governor set apart the lots of Crown lands described in the schedule annexed thereto, for a common purpose, to wit, that the inhabitants of the village of Peddagama, in the Alut Kadawat tulana of the Kadawat korale of the Nuwaragam palata of the Anuradhapura District, in the North-Central Province, may practise chena cultivation within the said lots 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 whereby His Excellency the Governor reserved to himself the right to resume the absolute possession on behalf of the Crown of the said lots whenever he thinks fit; and whereas the village of Peddagama having since been abandoned by its inhabitants the common purpose mentioned in the said Notification of June 7, 1919, can no longer be attained, it is hereby notified for general information that His Excellency the Governor has been pleased to resume the absolute possession on behalf of the Crown of the said lots of Crown lands described in the schedule annexed hereto.

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

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

SCHEDULE REFERRED TO.

The following lots are situated in the village of Peddagama, in the Alut Kadawat tulana of the Kadawat korale of the Nuwaragam palata of the Anuradhapura District, in the North-Central Province:—

Lot.	Name of Land.	Extent, A. R. P.
1A ..	Ehatugahalanda	29 1 9
1c ..	Palugahalanda	73 1 13
		102 2 22

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the right to sell liquors and aerated waters to 1st and 2nd class passengers, and also fruits, &c., to 3rd class passengers, on the platform at Negombo Railway Station from date of acceptance of tender to September 30, 1920, from persons willing to tender for the same.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the General Manager of the Railway, Colombo.

3. Tenders should either be deposited in the Office of the General Manager of the Railway, or be sent through the post.

4. Tenders should be marked "Tender for selling Liquors, &c., at Negombo Railway Station" in the left hand corner of the envelope, and should reach the Office of the General Manager of the Railway not later than midday on Tuesday, October 21, 1919.

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

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

7. The amount of security required will be Rs. 100 in cash. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

9. The sale of liquor to take place only at train time, and then only to *bona fide* 1st and 2nd class passengers travelling by train, in a manner satisfactory to the General Manager or Officers of the Railway.

10. The prices charged for liquors and waters are to be moderate and to the satisfaction of the General Manager.

11. The successful tenderer will be called upon to take out a liquor license, in respect of which a small fee will be charged. The number of salesmen or other servants admitted to the Railway premises will be limited to six.

12. The successful tenderer should provide at his own expense a neat wooden shelter for the sale of refreshments to 1st and 2nd class passengers, the design of which must be approved by the General Manager.

13. The Government reserves to itself the right to cancel the contract on one month's notice, if same is not conducted in accordance with the conditions and to complete satisfaction of the General Manager.

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

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

16. 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.

17. 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.

18. Contracts may not be assigned or sublet without the authority of the General Manager.

19. 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, September 30, 1919. Acting General Manager.

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

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

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

4. Tenders should be marked "Tender for Loading and Unloading of Goods at Haputale 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, October 21, 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 Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. The 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. The amount of security required will be Rs. 250 in cash.

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

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

11. 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.

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

13. 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.

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, September 30, 1919. Acting General Manager.

TENDERS are hereby invited for the purchase and removal of about 50 tons scrap wrought iron, which can be inspected at the Government Factory.

2. Tenders must be forwarded in duplicate in sealed envelopes, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Scrap Iron" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on October 21, 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.

5. Tenders must be on forms which may be obtained at the Office of the Factory Engineer, Government Factory, Colombo, on depositing the sum of Rs. 50 either at the Treasury or any Kachcheri and on producing a receipt for the same. Should any person decline to enter into the contract within ten days of receiving notice in writing from the Factory Engineer, Colombo, 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. No tender will be recognized unless it is furnished on the recognized form. 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. Before any tender is accepted the tenderer will be required to sign a contract to remove all the iron purchased by him within ten days of receiving notice in writing signed by the Factory Engineer that the Government is prepared to accept his tender.

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

9. The full amount of the purchase money must be paid to the Assistant Director of Public Works on the same day as the contract is signed as mentioned in paragraph 7, and none of the iron purchased will be allowed to be removed until this amount has been duly paid over.

Public Works Office, A. E. CALDICOTT,
Colombo, October 1, 1919. for Director of Public Works.

TENDERS are hereby invited for the services described in the schedule annexed below.

2. All tenders should be in duplicate and both copies 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 the Supply of Timber, Kurunegala Division, 1919-20," on the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, October 28, 1919.

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

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

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

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

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

upon application at the office referred to in section 5. A further security in cash of 5 per cent. of the value of contract will be required of the contractor when entering into the bond.

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

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

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

13. A rate per cubic foot for timber and outside slabs, and a rate per sleeper, broad gauge and narrow gauge, delivered and accepted should be quoted, written both in words and figures.

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

SCHEDULE.

Service A.

To fell within 6 in. of the ground by saw or axe and saw combined palu, na, satin, kumbuk, mi or milla trees, marked and stamped by the Forest Ranger, Chilaw, in the Crown forest called Singal-oya, and to convert the trees into the following planks and to transport and deliver the planks at places mentioned below:—

Place of delivery: Chilaw Railway Station.

For Chilaw District—	Distance.
50 of 14 ft. by 6 in. by 4 in.	.. 12 miles

Place of delivery: Bolawatta Railway Station.

40 of 14 ft. by 6 in. by 4 in.	.. 31 miles
33 of 15 ft. by 12 in. by 2 in.	.. 31 "
50 of 10 ft. 6 in. by 6 in. by 2½ in.	.. 31 "

Place of Delivery: Nathandiya Railway Station.

117 of 6 ft. 6 in. by 6 in. by 2½ in.	.. 25 miles
33 of 10 ft. by 6 in. by 2½ in.	.. 25 "
53 of 6 ft. 6 in. by 6 in. by 2½ in.	.. 25 "
33 of 15 ft. by 6 in. by 3 in.	.. 25 "
50 of 10 ft. by 6 in. by 2½ in.	.. 25 "

Place of Delivery: Chilaw Railway Station.

100 of 10 ft. 6 in. by 6 in. by 2½ in.	.. 12 miles
13 of 14 ft. 3 in. by 6 in. by 4 in.	.. 12 "
47 of 10 ft. 6 in. by 6 in. by 2½ in.	.. 12 "

Place of delivery: Chilaw Railway Station.

For Negombo District—

30 of 12 ft. by 6 in. by 4 in.	..	} 12 miles
30 of 6 ft. by 4 in. by 3 in.	..	
12 of 12 ft. by 6 in. by 4 in.	..	
40 of 12 ft. 6 in. by 6 in. by 4 in.	..	
50 of 6 ft. by 6 in. by 3 in.	..	
25 of 8 ft. by 6 in. by 3 in.	..	

(b) Any balance of utilizable branchwood of palu, na, and milla should be converted into broad gauge sleepers 9 ft., by 10 in. by 5 in., and narrow gauge sleepers, 5 ft. by 9 in. by 4½ in. or 5 ft. by 10 in. by 5 in., and to transport and deliver the sleepers, together with any suitable outside slabs at Chilaw, Bolawatta, and Nathandiya Railway stations, as may be directed by the Assistant Conservator of Forests.

Service B.

To fell within 6 in. of the ground by saw or axe and saw combined palu, na, satin, kumbuk, mi or milla trees, marked and stamped by the Forest Ranger, Dandagama, in the Crown forests given below, and to convert the trees into the following planks and transport and deliver the planks at places mentioned hereunder:—

Place of delivery: 5th mile, Mahagama-Polgahawela road.

	Name of Forest and Situation.	Distance. Miles.
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For Dandagama District—

75 of 14 ft. by 6 in. by 3 in.	.. Pangolla	.. 1½
25 of 16 ft. by 6 in. by 3 in.	.. do.	.. 1½

Place of delivery: 5½ mile, Kuliya-pitiya-Hettipola road.	Name of Forest and Situation.	Distance. Miles.
75 of 14 ft. by 6 in. by 3 in.	Banhedawaka	2½
Place of delivery: 4th mile, Pannala-Kuliya-pitiya road.		
100 of 14 ft. by 6 in. by 3 in.	Kankaniyamulla	1
Place of delivery.—Alawwa Railway Station.		
For Panadure District—		
30 of 12 ft. by 6 in. by 4 in.	Koskandaya, Mee-ambakanda, Boyawalana, Pangolla, and Dawatagolla, on Udukaha korale of the Dambadeni hatpattu, Kurunegala District	4
35 of 13 ft. 6 in. by 6 in. by 4 in.		
175 of 12 ft. 6 in. by 6 in. by 4 in.		
40 of 12 ft. by 6 in. by 4 in.		
50 of 12 ft. by 6 in. by 4 in.		
For Kalutara District—		
75 of 12 ft. by 6 in. by 4 in.	do.	4
75 of 12 ft. by 6 in. by 4 in.	do.	4

(b) Any balance of utilisable branchwood of palu, na, and milla should be converted into broad gauge sleepers, 9 ft. by 10 in. by 5 in. and narrow gauge sleepers 5 ft. by 9 in. by 4½ in. or 5 ft. by 10 in. by 5 in., and to transport and deliver the sleepers together with any suitable outside slabs at the Alawwa Railway Station.

Work under services A and B to commence on December 1, 1919. 25 per cent. of the planks to be delivered by January 31, 1920, 50 per cent. by February 28, and final delivery by March 31. Provision is to be made for rice and emergency labour in case of sickness, and no extensions will be granted without other adequate reasons shown.

J. D. SARGENT,

Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, September 29, 1919.

TENDERS are hereby invited for the under-mentioned supply of bridge planks to the Public Works Department from the Nuwara Eliya Division. The work is to commence on December 1, 1919, and to be completed by May 31, 1920. Details of the work and area to be exploited are given in the schedule below.

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

4. Tender should be marked "Tender for Bridge Planks, Nuwara Eliya Division, 1919-20," 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, October 28, 1919.

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

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

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

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

9. 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.

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

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

12. A penalty of 25 cents for every cubic foot of bridge plank and sleeper not delivered at delivery depôts specified in the schedule below will be exacted from the contractor.

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

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

15. A rate per cubic foot of bridge plank and per sleeper broad gauge and narrow gauge delivered at the respective delivery depôts must be quoted, written both in words and figures.

16. For any further information application should be made to the Assistant Conservator of Forests, Nuwara Eliya Division, Nuwara Eliya.

SCHEDULE.

To fell a sufficient number of palu, mee, kumbuk, and milla trees standing in compartment No. 1, consisting of eight blocks of Welituduwa Crown forest, situated within a radius of 1½ miles within the 9th and 12th mileposts along the Naula-Elahera road in Gangala Pallesiya and Gangala Udasiya pattuwa, Dambulla Range, a distance of 31½ miles from Matale Railway Station. To convert the trees so felled into bridge planks as per list subjoined below, and transport for delivery as specified below. All planks transported to Matale Railway Station should be loaded into railway trucks.

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

3. The planks should not be transported until they have been inspected by a Forest Officer. Rejections in the Forest as well as those in the places of delivery will not be paid for.

4. The end pieces and branchwood of trees felled, except kumbuk, are to be converted into broad gauge sleepers 9 ft. by 10 in. by 5 in. or narrow gauge sleepers 5 ft. by 10 in. by 5 in. or 5 ft. by 9 in. by 4½ in. which are to be transported and delivered at the Matale Depôt (Matale Railway Station).

5. Only the bridge planks passed by the Public Works Department, and sleepers passed by the Assistant Conservator of Forests, will be paid for.

The Dimensions of Bridge Planks, &c.

No.	Dimensions.	Place of Delivery.
20	15 ft. by 6 in. by 3 in.	Matale Railway Station
50	19 ft. by 6 in. by 4 in.	do.
20	15 ft. by 6 in. by 4 in.	do.
130	15 ft. 6 in. by 6 in. by 4 in.	do.
30	16 ft. 6 in. by 6 in. by 4 in.	do.
50	9 ft. 3 in. by 6 in. by 4 in.	do.
50	9 ft. 4 in. by 6 in. by 4 in.	do.
32	13 ft. 6 in. by 6 in. by 4 in.	do.
43	18 ft. by 6 in. by 4 in.	47th milepost, Trincomalee-Anuradhapura road
35	15 ft. by 6 in. by 4 in.	42nd milepost, Dambuloyabridge
35	15 ft. by 6 in. by 4 in.	32nd milepost, Nalando-oya bridge
15	14 ft. by 6 in. by 4 in.	3rd milepost, Elahera road, Kalugal-oya bridge
15	14 ft. by 6 in. by 4 in.	7th milepost, Elahera road, Maha-oya bridge

Office of the Conservator of Forests, J. D. SARGENT,
Kandy, September 26, 1919. Acting Conservator of Forests.

TENDERS are hereby invited for the work of repairing the salt stores 15 and 16 in the Southern Depôt, Puttalam.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words "Tender for repairing the Salt Stores 15 and 16 in the Southern Depôt, Puttalam," and it should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 1 P.M. on October 20, 1919.

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

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

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

6. The work should be completed within four weeks after the contract was entered into.

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

Particulars of the Work to be done.

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

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

The floor should be repaired with clay, levelled, and stamped.

The old cadjan in the walls of the stores should be removed, and the walls should be rethatched with new cadjan where necessary. They should be straightened wherever they are found bulging.

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

Puttalam Kachcheri,
September 25, 1919.

S. M. P. VANDERKOEN,
for Assistant Government Agent.

SALES OF UNSERVICEABLE ARTICLES, &c.

A SALE of old materials including short pieces of rails, trolley wheels, fish plates, scrap iron, &c., weighing about 80 tons, will be held by public auction at the Railway Yard, Dematagoda, on Wednesday, October 8, 1919, at 1 P.M.

General Manager's Office,
Colombo, September 30, 1919.

D. McMILLAN,
Acting General Manager.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended September 27, 1919.

Births.—The total births registered in the city of Colombo in the week were 116, 11 Burghers, 63 Sinhalese, 22 Tamils, 15 Moors, 4 Malays, and 1 Other. The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1919, viz., 285,795) was 21·2, as against 20·1 in the preceding week, 20·4 in the corresponding week of last year, and 21·5 the weekly average for last year.

Deaths.—The total deaths registered were 117 (2 Europeans, 5 Burghers, 69 Sinhalese, 22 Tamils, 14 Moors, 1 Malay, and 4 Others). The death-rate per 1,000 per annum was 21·3, as against 23·7 in the previous week, 47·5 in the corresponding week of last year, and 26·7 the weekly average for last year.

Infantile Deaths.—Of the 117 total deaths, 15 were of infants under one year of age, as against 27 in the preceding week, 48 in the corresponding week of the previous year, and 30 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 9.

Principal Causes of Death.—1 (a) Eighteen deaths from *Phthisis* were registered, 7 in Maradana (including 3 deaths of non-residents in hospitals), 4 in Kollupitiya, 2 each in Kotahena, New Bazaar, and Slave Island, and 1 in San Sebastian, as against 12 in the previous week, and 13 the weekly average for last year.

(b) Three deaths of residents of Colombo occurred at the Ragama Hospital from *Phthisis* during the week.

2. (a) Sixteen deaths from *Pneumonia* were registered, 10 in Maradana (including 6 deaths of non-residents in hospitals), 3 in St. Paul's, and 1 each in New Bazaar, Slave Island, and Wellawatta, as against 16, 10, 25, and 12, respectively, in the four preceding weeks. The weekly average for last year was 27.

(b) One death from *Influenza* was registered in Kotahena, as against 2, 5, 5, and 5, respectively, in the four preceding weeks.

(c) Three deaths from *Bronchitis* were registered, the same number as in the previous week.

3. Four deaths from *Enteric Fever* were registered, 2 in St. Paul's and 1 each in San Sebastian and Wellawatta, as against 2 in the previous week and 4 the weekly average for last year.

4. Nine deaths each were registered from *Debility* and *Infantile Convulsions*, 6 from *Enteritis*, 4 each from *Dysentery* and *Worms*, 3 from *Diarrhoea*, 2 from *Tetanus*, and 38 from *Other Causes*.

5. Ten cases of *Measles*, 5 of *Chickenpox*, and 1 of *Plague* were reported during the week, as against 7, 11, and 2, respectively, in the preceding week.

State of the Weather.—The mean temperature of air was 79·1°, against 80·4° in the preceding week and 81·9° in the corresponding week of the previous year. The mean atmospheric pressure was 29·881 in., against 29·900 in. in the preceding week and 29·942 in. in the corresponding week of the previous year. The total rainfall in the week was 6·85 in., against 1·64 in. in the preceding week and 0·60 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, September 30, 1919.

E. R. DE SILVA,
for Acting Registrar-General.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned packages having been left at the Baggage Office 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, November 11, 1919, at 1 P.M. Goods must be cleared on or before November 13, 1919 :—

Date.	S. R. No.	Names.	Vessels.	Number and Description of Packages.
June 14, 1919	1479/80	Lamb	Train	2 chairs
June 20, 1919	1539	J. Greig, care of Cargills, Ltd.	ss. Herefordshire	1 revolver
June 20, 1919	2307	Manakathal Ammal	Train	1 basket

H. M. Customs,
Colombo, September 30, 1919.

W. E. HOBDAY,
for Principal Collector.

Importation of Rice into the several Ports of Ceylon during the Week ended September 27, 1919.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Calcutta	70
Do.	Rangoon	9,120
Do.	Singapore	500
Total		9,690

1,259 bags of rice were shipped during the week.

H. M. Customs, W. E. HOBDAY,
Colombo, September 30, 1919. for Principal Collector.

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

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

Namunukula town.

J. LUNN,
for Acting Principal Civil Medical Officer
and Inspector-General of Hospitals.
Colombo, September 25, 1919.

Notification under Section 29 of “The Enemy Property Ordinance, No. 20 of 1916.”

IT is hereby notified, under section 29 of “The Enemy Property Ordinance, No. 20 of 1916,” that the liquidation of the enemy firms of (1) A. W. B. Redemann, (2) F. A. Follen, (3) C. Hahn, (4) C. Zoller, and (5) Mrs. Hagenbeck has been completed.

B. HORSBURGH,
Custodian of Enemy Property.
Colombo, September 29, 1919.

Level Crossing over the Kelani Valley Railway, Baseline Road.

NOTICE is hereby given that repairs to the above-named level crossing will be carried out on Sunday, October 12, 1919, between the hours of 6 A.M. and 6 P.M., during which time it will not be possible for vehicular traffic to pass over the crossing.

General Manager's Office, D. McMILLAN,
Colombo, September 26, 1919. Acting General Manager.

Sale of Cattle.

SIX cows, 30 Scinde and crossbred Ayrshire calves, 1 draught bull, and 1 stud bull will be sold by public auction at the Government Dairy, Racecourse avenue, on Friday, October 10, 1919, at 4.30 P.M.

A. Y. DANIEL & SON,
Auctioneers.

Tirukkaikudah Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. Father L. Dupont for a grant in aid of his Tirukkaikudah Vernacular Mixed School, which is situated in Tamblegam pattu, Trincomalée District, of the Eastern Province.

Observations will be received not later than October 23, 1919.

Education Office, E. EVANS,
Colombo, September 22, 1919. Acting Director of Education.

Change of Management.

NOTICE is hereby given that Rev. Father J. Jamoays has been appointed General Manager of the Roman Catholic Schools in the Western and North-Western Provinces, in place of the Very Rev. Father J. Brault.

Education Office, E. EVANS,
Colombo, September 23, 1919. Acting Director of Education.

Rinderpest.

WHEREAS by proclamation dated August 23, 1919, and published in the *Government Gazette* No. 7,048 of August 29, 1919, the land called Pattayanwatta at Peliyagodapattiya, in Alutkuru korale south of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said area, it is now declared free from rinderpest and to be no longer an infected area.

This declaration is to take effect from this date.

The Kacheheri, W. R. JANSZ,
Colombo, September 22, 1919. for Government Agent.

Rinderpest.

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

The area bounded on the north by the village boundary of Delwagura and Welangana, east by village boundary of Hapugahagama, south by the village boundary of Hunumulla, and west by the village boundary of Pilliyapitiya and Kehelella.

This declaration is to take effect from this date.

The Kacheheri, W. R. JANSZ,
Colombo, September 22, 1919. for Government Agent.

Rinderpest.

WHEREAS by proclamation dated September 4, 1919, and published in the *Government Gazette* No. 7,051 of September 12, 1919, the village known as Meetotamulla, in Colombo Mudaliyar's division of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said area, it is now declared free from rinderpest and to be no longer an infected area.

This declaration is to take effect from this date.

The Kacheheri, W. R. JANSZ,
Colombo, September 23, 1919. for Government Agent.

Rinderpest.

WHEREAS by proclamations dated July 21 and 17, 1919, and published in the *Government Gazette* No. 7,040 of July 25, 1919, the villages known as Makola South and Ihala Biyanwila, in Siyane korale west of the Western Province, were proclaimed as infected areas in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said areas, they are now declared free from rinderpest and to be no longer infected areas.

This declaration is to take effect from this date.

The Kachcheri,
Colombo, September 23, 1919.

W. R. JANSZ,
for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the land known as Higgahawanewatta at Kanuwana, in Alutkuru korale south of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north and west by Crown lands, east by the land belonging to Lankahaluge Marshall Fernando, and on the south by the cart road leading to the railway station.

This declaration is to take effect from this date.

The Kachcheri,
Colombo, September 24, 1919.

W. R. JANSZ,
for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the land known as Nelligahawatta at Peliyagoda Gangaboda, in Alutkuru korale south of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by the land called Marakadoruwatta, east by the land called Gallegewatta, south by the land called Nelligahawatta, and on the west by Kelaniganga.

This declaration is to take effect from this date.

The Kachcheri,
Colombo, September 24, 1919.

W. R. JANSZ,
for Government Agent.

Rinderpest.

WHEREAS by proclamation dated July 21, 1919, published in the *Government Gazette* No. 7,040 of July 25, 1919, the premises bearing assessment No. 5, situated at Symond's road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 22, 1919.

The Municipal Office,
Colombo, September 24, 1919.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated July 21, 1919, published in the *Government Gazette* No. 7,040 of July 25, 1919, the premises bearing assessment No. 131, situated at Layard's Broadway, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 22, 1919.

The Municipal Office,
Colombo, September 24, 1919.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 28, situated at Modera street, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from September 23, 1919.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon,
Colombo, September 27, 1919.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 130, situated at Alut-mawatta, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from September 25, 1919.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon,
Colombo, September 27, 1919.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 34, situated at Driberg's lane, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from September 25, 1919.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon,
Colombo, September 29, 1919.

Rinderpest.

WHEREAS by proclamation dated September 19, 1919, published in the *Government Gazette* No. 7,054 of September 26, 1919, the premises bearing assessment No. 28, situated at Wall street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 23, 1919.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon,
Colombo, September 29, 1919.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 235, situated at Dematagoda, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from September 25, 1919.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon,
Colombo, September 29, 1919.

Rinderpest.

WHEREAS by proclamation dated September 17, 1919, published in the *Government Gazette* No. 7,054 of September 26, 1919, the premises bearing assessment No. 16, situated at Church road, Mattacooly, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 25, 1919.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon,
Colombo, September 29, 1919.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE KATIAPOLA RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE KATIAPOLA RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To take an assignment of lease from the First day of January, 1919, for the remainder of a term of Fifty years from the First day of January, 1910, the land called Katiapola consisting of 556A. CR. 6P. situate in the village of Dumbara in the District of Ratnapura.
 - (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 tea and 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, rubber, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, 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 whatsoever.
 - (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 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, 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 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 undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees, divided into Fifty thousand shares of Ten Rupees 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 accordance with this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
G. C. SLATER, Colombo	One
E. JOHN, Colombo	One
H. CREASY, Colombo	One
Witness to the three above signatures, at Colombo, this 23rd day of August, 1919 :	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
R. ERRIDGE, Padukka	One
Witness to the above signature, at Hewagam Estate, Padukka, this 25th day of August, 1919 :	
THAJD. RAHIM, Clerk, Hewagama Estate, Padukka.	
MARGARET HAWKINS, Ingiriya	One
EDW. C. HAWKINS, Ingiriya	One
Witness to the two above signatures, at Dumbara, Ingiriya, this 27th day of August, 1919 :	
G. BOIS, Planter, Dumbara Estate, Ingiriya.	
Geo. HAWKINS, Pelmadulla,	One
Total Shares taken	
Seven	

Witness to the above signature, at Rilhena, Pelmadulla, this 29th day of August, 1919 :

M. NARAYANASAMY JAMES,
Clerk, Rilhena Estate, Pelmadulla.

ARTICLES OF ASSOCIATION OF THE KATIAPOLA RUBBER COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The word "Company" means "The Katiapola Rubber Company, Limited," incorporated or established by or under the Memorandum of Association to which the 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 every person who has accepted any share or who has accepted part of a share jointly with another or others whose name is entered on the register of Shareholders as owner or joint-owner of such share.

"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 original capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand shares of Rupees Ten (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled and limiting a time within which the

offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed off 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, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies.

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

15. 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 shall be given to the person entitled to such lost or destroyed certificate.

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

37. If any person who shall become entitled to be registered in respect of any share under clause 35 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

48. Upon any such sale two of the Directors may execute a transfer 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.

49. Any shares from time to time to be issued or created may from time to time be issued with any such right or 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.

50. If at any time, by the issue of preference shares or otherwise, the capital is divided into shares of different classes, then the holders of any class of shares 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.

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed One hundred thousand Rupees (Rs. 100,000).

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within 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.

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

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

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

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

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

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

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

69. The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; or if there be no Chairman, or if at any meeting he shall not be present at the time appointed

for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him up to ten, and an additional vote for every ten shares beyond the first ten up to one hundred, and an additional vote for every twenty-five shares held by him beyond the first hundred.

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

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

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

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

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

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

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

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

The Katiapola Rubber Company, Limited.

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

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

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

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

DIRECTORS.

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

The qualification of a Director shall be his holding in his own right at least fifty 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.

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

88. The first Directors shall be G. C. Slater, R. K. C. Erridge, and E. C. Hawkins, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

96. A General Meeting may from time to time at any 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.

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

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

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

105. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

111. 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.

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

113. 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.

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

115. 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.

116. 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.

117. The acts of the Board or 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.

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

119. 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.

120. 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.

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

122. 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.

123. 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

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

131. 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.

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

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

134. 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.

135. 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 day time have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

DIVIDENDS, BONUS, AND RESERVE FUND.

136. 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.

137. 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.

138. 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 shall invest the same in such securities as they may with the sanction of the Company select, or shall place the same in fixed deposit in any bank or banks.

139. The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extensions 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.

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

141. 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.

142. 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.

143. 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.

144. 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.

145. 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.

146. 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 of any other company, or in any one or more of such ways, and the Directors shall give effect to such direction, and when any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors. Where requisite a proper contract shall be filed and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

NOTICES.

147. 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.

148. 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.

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

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

151. 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.

152. Every Shareholder residing out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notices.

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

ARBITRATION.

153. 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.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

155. 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.

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.

G. C. SLATER.
E. JOHN.
H. CREASY.

Witness to the three above signatures, at Colombo, this 23rd day of August, 1919 :

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

R. ERRIDGE.

Witness to the above signature, at Hewagam Estate, Padukka, this 25th day of August, 1919 :

THAJD. RAHIM,
Clerk, Hewagama Estate, Padukka.

MARGARET HAWKINS.
EDW. C. HAWKINS.

Witness to the two above signatures, at Dumbara, Ingiriya, this 27th day of August, 1919 :

G. BOIS,
Planter, Dumbara Estate, Ingiriya.

GEO. HAWKINS.

Witness to the above signature, at Rilhena, Pelmadulla, this 29th day of August, 1919 :

M. NARAYANASAMY JAMES,
Clerk, Rilhena Estate, Pelmadulla.

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF THE CEYLON EXPORTS, LIMITED.

- Publication*
1. The name of the Company is "THE CEYLON EXPORTS, 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 desiccated coconut, oil, soap, margerine, fibre, yarn, and manure manufacturers, and to prepare, refine, buy, sell, and deal in desiccated coconut, oil, both vegetable and mineral, 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, either in a prepared, manufactured, or raw state, and either by wholesale or retail, 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; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
 - (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 purchase tea leaf, rubber, coconuts, coffee and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (8) 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.
 - (9) 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.
 - (10) 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.
 - (11) To carry on the business of underwriters or insurers of ships, goods, merchandise, or other property.

- (12) 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, *brevets d' invention* 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.
- (13) 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.
- (14) 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.
- (15) 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.
- (16) To issue debentures, debenture stock, bonds, obligations, and securities of all kinds, and to frame, constitute, and secure the same as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable, and either redeemable or otherwise, and to charge and secure the same by trust deed, or otherwise on the undertaking of the Company, or on any specific property or rights, present or future, of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.
- (17) 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.
- (18) 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.
- (19) 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.
- (20) 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, any of the Company's property or rights.
- (21) 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.
- (22) 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.
- (23) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings, and generally of any assets, property, or rights.
- (24) To constitute any trusts with a view to the issue of preferred, deferred, or other stocks and securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust, and to settle and regulate and, if thought fit, to undertake and execute any such trusts, and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
- (25) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, and improvement, development, and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business, whether in respect of agricultural, commercial or financial matters.
- (26) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations, or securities.
- (27) Generally to carry on business as financiers, and to undertake and carry out all such operations and transactions (except the issuing of policies of assurance on human life), as an individual capitalist may lawfully undertake and carry out.
- (28) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards, and donations.
- (29) To establish and support, or aid in the establishment and support, of associations, institutions, funds, trusts, and conveniences calculated to benefit employes or ex-employes of the Company or its predecessors in business or the dependents or connections of such persons and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general, or useful objects.
- (30) To acquire and undertake all or any part of the business, property, and liabilities of any person or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
- (31) To enter into any arrangement with any Government, or authority supreme, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority all rights, concessions, and privileges which the Company may think it desirable to obtain and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (32) To enter into partnership or into any arrangement for sharing profits or losses, or into any union of interests, joint adventure, reciprocal concession or corporation with any person or persons, or company or companies carrying on or engaged in or about to carry on or engage in, or being authorized to carry on or engage in any business or transaction which this Company is authorized to carry on or engaged in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (33) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.

- (34) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any immovable or movable property, and any rights, privileges, licenses or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (35) 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.
- (36) 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.
- (37) 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.
- (38) 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.
- (39) 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.
- (40) To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
- (41) 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.
- (42) 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.
- (43) 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.
- (44) 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.
- (45) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any company or person, or partly one and partly another.
- (46) 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.
- (47) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

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 of 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 nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand 5,000 shares of One hundred Rupee (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and 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.
DON PHILIP A. WIJEWARDENE, Colombo	One
D. L. WIJEWARDENE, Colombo	One
FELIX F. MARTINUS, Colombo	One
D. C. WIJEWARDENE, Colombo	One
D. WALTER WIJEWARDENE, Colombo	One
D. A. T. WIJEWARDENE, Colombo	One
N. RICHARD SILVA, Colombo	One
Total number of shares taken	Seven

Witness to the above signatures this 26th day of August, 1919:

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

ARTICLES OF ASSOCIATION OF THE CEYLON EXPORTS, LIMITED.

It is agreed as follows :—

1. *Table C not to apply; Company to be governed by these Articles.*—The regulations contained in Table C in the schedule annexed to “The Joint Stock Companies Ordinance, 1861,” shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition, or alteration by special resolution.
2. *Power to alter the Regulations.*—The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not.
3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

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

Company.—The word “Company” means “The Ceylon Exports, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

The Ordinance.—The “Ordinance” means and includes “The Joint Stock Companies Ordinances, 1861 to 1909,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special resolution.—“Special resolution” has the meaning assigned thereto by the Ordinance.

Extraordinary resolution.—“Extraordinary resolution” means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present at any meeting of the Company of which notice specifying an intention to propose such resolution as an extraordinary resolution has been duly given.

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

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

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

Shareholder.—“Shareholder” means a Shareholder of the Company.

Presence or present.—With regard to a Shareholder “presence or present” at a meeting means presence or present personally or by proxy or by attorney duly authorized.

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

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

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

Office.—“Office” means the registered office for the time being of the Company.

Seal.—“Seal” means the common seal for the time being of the Company.

Month.—“Month” means a calendar month.

Writing.—“Writing” means printed matter or print as well as writing.

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

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

BUSINESS.

5. *Commencement of business.*—The Company may proceed to carry out the objects for which it is established, and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and notwithstanding that the whole of the shares shall not have been subscribed, applied for, or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

6. *Business to be carried on by Directors.*—The business of the Company shall be carried on by, or under the management or direction of, the Directors, as hereinafter provided, and subject only to the control of General Meetings, in accordance with these presents.

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand (5,000) shares of One hundred Rupees (Rs. 100) each.

SHARES.

8. *Allotment and issue.*—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 may consider proper; provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may at their discretion allot any unissued shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company, and may make arrangements on an issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

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

10. *Acceptance.*—Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company from time to time directs.

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

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

13. *Shares held by two or more persons not in partnership.*—Shares may be registered in the names of two or more persons not in partnership.

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

15. *Survivor of joint-holders, other than a firm, only recognized.*—In case of the death of any one or more of the joint-holders, other than a firm, of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

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

17. *Trusts or any interest in share other than that of registered holder or of any person under clause 38 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

18. *Increase of capital by creation of new shares.*—The Company in General Meeting may by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct.

19. *Issue of new shares.*—The new shares shall be issued upon such terms and conditions and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the General Meeting resolving on the creation thereof or any other General Meeting of the Company shall direct; and in particular such shares may be issued with a preferential or qualified right to the dividends and in the distribution of assets of the Company, and with a special or without any right of voting. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

20. *How carried into effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

24. *Certificates to be under Seal of Company.*—The certificates of shares shall be issued under the seal of the Company and signed by two Directors and countersigned by the secretary or some other person appointed by the Directors.

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

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

TRANSFER OF SHARES.

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

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

(b) A share may be transferred by a shareholder or other person entitled to transfer to any person; but the name of such proposed transferee should be first submitted to the Directors for their approval.

29. *No transfer to minor or person of unsound mind.*—No transfer of shares shall be made to a minor or person of unsound mind, 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 and on behalf of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control."

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

31. *Instrument of transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. *Board may decline to register transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise, or to any person not approved by them.

33. *Not bound to state reason.*—In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as Shareholder and retain the instrument of transfer.

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

36. *Directors not bound to inquire as to validity of transfer.*—In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but, if at all upon the transferee only.

37. *Transfer books when to be closed.*—The Transfer Books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First General Meeting; also, when a dividend is declared, for the three days next ensuing the meeting; also at such other times as the Directors may decide, not exceeding in the whole twenty-one days in any one year.

TRANSMISSION OF SHARES.

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

39. *Registration of persons entitled to shares otherwise than by transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

52. *Modification of rights and consent thereto.*—If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes—

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares;
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such communication, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto, on behalf of all the holders or shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent as aforesaid in any case in which but for this Article the object of the resolution could have been effected without it.

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

CALLS.

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

(b) *Calls, time when made.*—A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed.

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power 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, as they may find necessary or expedient for the purposes of the Company. 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, at such rate of interest and upon such terms and conditions as the Directors shall in their absolute discretion think fit. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange.

MEETINGS.

58. *First General Meeting.*—The First General Meeting of the Company shall be held at such time, not being more than twelve months after the registration of the Company, and at such place as the Directors may determine.
59. *Subsequent General Meeting.*—Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is so prescribed, at such time and place as may be determined by the Directors.
60. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.
61. *Extraordinary General Meetings.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.
62. *Requisition of Shareholders to state object of meeting; on receipt of requisition, Directors to call meeting, and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.
63. *Notice of resolution.*—Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.
64. *Seven days' notice of meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette*, or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.
65. *Business requiring and not requiring notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Auditors retiring in rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.
66. *Notice of other business to be given.*—With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at Ordinary General Meetings without notice, no General Meeting, Ordinary or Extraordinary, shall be competent to enter upon, discuss, or transact any business which has not been specially mentioned in the notice or notices upon which it was convened.
67. *Quorum to be present.*—No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or the election of a Chairman, unless there shall be present in person at the commencement of the business three or more persons being Shareholders entitled to vote or persons holding proxies or powers of attorney from Shareholders entitled to vote.
68. *If a quorum not present, meeting to be dissolved or adjourned; adjourned meeting to transact business.*—If at the expiration of half an hour from the time appointed for the meeting the required number of persons shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present, those Shareholders who are present shall be a quorum, and may transact the business for which the meeting was called.
69. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their absence or refusal, a Shareholder may act.*—The Governing Director, or, if there be none, the Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the chair, then the Shareholders present shall choose one of their number to be Chairman.
70. *Business confined to election of Chairman while chair vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the chair is vacant.
71. *Chairman with consent may adjourn meeting.*—The Chairman, with the consent of the meeting, may adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place, unless due notice shall be given.
72. *Minutes of General Meetings.*—Minutes of the proceedings of every General Meeting, whether Ordinary or Extraordinary, shall be entered in a book to be kept for that purpose, and shall when so entered be signed as soon as practicable by the Chairman of the same meeting, or by the Chairman of the succeeding meeting, and the same when so entered and signed shall be evidence of all such proceedings and of the proper election of the Chairman.

VOTING AT MEETINGS.

73. *Votes.*—At any meeting every resolution shall be decided by the votes of the Shareholders present. In case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder and proxy and attorney; and unless a poll be immediately demanded by the Chairman, or in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the minute book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.
74. *Poll.*—If a poll be duly demanded, the same shall be taken in such manner and at such time and place as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
75. *Poll how taken.*—If at any meeting a poll be demanded by the Chairman or by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall if necessary be adjourned and the poll shall be taken at such time and in such a manner as the Chairman shall direct; and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney and entitled to vote shall have one vote for every share held by him.

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

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

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

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

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

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

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

The Ceylon Exports, Limited.

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

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

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

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

DIRECTORS.

87. *Number of Directors.*—Until otherwise determined by a General Meeting, the number of Directors shall not be less than two nor more than five.

88. *Governing Director.*—Don Philip Alexander Wijewardene shall be the Governing Director and (subject as hereinafter mentioned) shall hold the office during his life, and whilst he holds that office the government and control of the Company shall be vested in him, and he may exercise all the powers, authorities, and discretions hereby expressed to be vested in the Directors and all the other Directors (if any) for the time being of the Company shall be under his control and shall be bound to conform to his directions in regard to the Company's business and whilst holding the office of Governing Director he may from time to time and at any time appoint any other persons (not exceeding four in number to be the Directors of the Company) and may from time to time define, limit, and restrict their powers, and may at any time remove any Director howsoever appointed, and may at any time convene a General Meeting of the Company. Every such appointment and removal of a Director must be in writing under the hand of the Governing Director.

The said Don Philip Alexander Wijewardene may at any time, by notice in writing to the Company, resign his office of Governing Director, and shall, *ipso facto*, vacate the same if he be found lunatic or become of unsound mind; and if he shall resign his said office, he shall, if willing to act, become an ordinary Director.

89. *Remuneration to Governing Director.*—The said Don Philip Alexander Wijewardene whilst holding the office of Governing Director shall be entitled to remuneration for his services as may from time to time be arranged by the Directors and shall give such time and attention to the affairs of the Company as he shall think fit.

ORDINARY DIRECTORS.

90. Whilst the said Don Philip Alexander Wijewardene holds the office of Governing Director the ordinary Directors shall be such persons, if any (not exceeding four in number), as he shall from time to time appoint under the power in that behalf hereinbefore given to him; and upon the said Don Philip Alexander Wijewardene ceasing to be the Governing Director, a General Meeting of the Company shall forthwith be convened for the purpose of appointing Directors and determining all matters not herein expressly provided for relating to the future management of the Company by Directors. Such meeting shall be convened by the said Don Philip Alexander Wijewardene if living and capable of acting, or if he be dead, or does not convene the same within seven days after he ceases to be Governing Director, then by the Directors (if any) in office; and if there are none, or if they do not convene the meeting within seven days after the power to do so arises, then by the holders of at least one-half of the issued capital of the Company for the time being; and for the purposes of this provision the executors or administrators of a deceased shareholder shall be deemed to be the holders of any shares standing in his name. The Directors (if any) in office at the time of the said Don Philip Alexander Wijewardene ceasing to be the Governing Director may act until the holding of the said meeting, but shall (with the exception of the said Don Philip Alexander Wijewardene, if living and capable of acting and willing to act as an ordinary Director) retire at the said meeting, and shall be eligible for election thereat. The qualification of every Director shall be the holding of shares in the Company of the nominal value of Rs. 1,500. As remuneration for their services the ordinary Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees (Rs. 2,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future.

91. The following provisions shall, after the said Don Philip Alexander Wijewardene shall have ceased to hold the office of Governing Director, apply, that is to say :—

- (1) The number of Directors shall not be less than two nor more than five.
- (2) The continuing Directors may act notwithstanding any vacancy in their body.
- (3) A Director shall have the power to nominate, in writing, any person, who is not disapproved of by a majority of the Directors of the Company, to act as alternate Director for a period (not to exceed six months) in his place, and at his discretion to remove such alternate Director; and on the appointment being made, the alternate Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration, and shall not be entitled to claim remuneration from the Company. The instrument appointing or removing an alternate Director shall be deposited at the office before it is acted upon.
- (4) The office of a Director shall be, *ipso facto*, vacated :—
 - (a) If he accepts or holds any other office under the Company except that of Managing Director, Secretary, Agent or Manager of the Company's business.
 - (b) If he becomes bankrupt, or suspends payment, or compounds with his creditors.
 - (c) If he is found lunatic, or becomes of unsound mind.
 - (d) If not already holding, he fails within two months of his appointment to acquire or subsequently ceases to hold the required amount of shares to qualify him for office.
 - (e) If he absents himself from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors. Provided that this provision shall not apply to any Director who shall for the time being be employed or engaged in serving the Company in the United Kingdom or elsewhere outside Ceylon.
 - (f) If by notice in writing to the Company he resigns his office.
 - (g) If the holder or holders of a majority of the shares of the Company request him in writing to resign, or if at a General Meeting of the Company of which due notice shall have been given, shareholders representing a majority of the issued capital of the Company pass a resolution calling on him to resign; and the office shall become vacant immediately on such resolution being passed.

CONTRACTS BY DIRECTORS.

92. 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 arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested 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 that office, or of the fiduciary relation thereby established, but (except in those cases in which his co-Directors shall have knowledge of his interest, and except also in the case of the said Don Philip Alexander Wijewardene, whilst acting as Governing Director) it is declared that the nature of his interest must be disclosed by him at the meeting of 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 Director after the acquisition of his interest, and that except as aforesaid, no Director shall as a Director vote in regard to any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

PROCEEDINGS OF DIRECTORS.

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

94. The said Don Philip Alexander Wijewardene, whilst holding the office of Governing Director, and after he shall have ceased to hold the same, any 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 a Director shall have one vote for every share held by him. Votes may be given either personally or by proxy, but a proxy must be one of the Directors, and must be appointed in writing under the hand of the appointer.

95. The said Don Philip Alexander Wijewardene shall, so long as he remains a Director and is willing to act, be the chairman of the Directors. Subject as aforesaid, 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.

96. 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 regulations of the Company for the time being vested in or exercisable by the Directors generally.

97. 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.

98. The meetings and proceedings of any such committee, consisting of two or more shareholders, 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.

99. 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.

100. In the absence of the Governing Director, and until he shall otherwise direct, 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.

101. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going to or residing in any particular locality, or otherwise, for any of the purposes of the Company, the Company shall remunerate the Director so doing either by a fixed sum or by a percentage of profits, or otherwise, as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his or their ordinary remuneration.

MINUTES.

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

- (1) Of all appointments of officers.
- (2) Of the names of the Directors present at each meeting of the Directors, and of any committee of Directors.

(3) Of all orders made by the Directors and committees of Directors.

(4) 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.

103. Subject and without prejudice to the provisions of clause 88 hereof, the management 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 the Ordinance expressly directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of the Ordinance 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.

104. 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, power:—

- (1) To pay the costs, charges, and expenses, preliminary and incidental, to the promotion, formation, establishment, and registration of the Company.
- (2) To purchase or otherwise acquire for the Company any property, rights, or privileges which the Company is authorized to acquire, at such price, and generally on such terms and conditions as they think fit.
- (3) At their discretion to pay for any property, rights, or privileges acquired by, or service 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 as either 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 think fit.
- (5) To appoint, and at their discretion, remove or suspend such managers, secretaries, officers, clerks, agents, or servants for permanent, temporary, or special services, as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.
- (6) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
- (7) To institute, conduct, defend, compound, or abandon any legal proceedings by and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company.
- (8) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (9) To make and give receipts, releases, and other discharges for money payable to the Company and for the claims and demands of the Company.
- (10) To determine who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, indorsements, cheques, releases, contracts, and documents.
- (11) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and from time to time to vary or realize such investments.
- (12) 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 upon.
- (13) To give to any officer or other 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, and any such commission, or share of profits, shall be treated as part of the working expenses of the Company.
- (14) Before recommending any dividend, to set aside out of the profits of the Company in any year—
 - (a) Such sums as they think proper as a reserve fund, to meet contingencies, or for equalizing dividends, or for repairing, improving, or 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, and
 - (b) Such sums (hereinafter referred to as the "Special Distribution Fund") as they think proper for distribution amongst those shareholders of the Company who, in the opinion of the Directors, have at any time, whether during such year or previously, by introducing customers or otherwise supporting or bringing or influencing to be brought business to the Company, contributed to the profits of the Company in that year, and to distribute such sums amongst those shareholders in such shares and proportions as the Directors shall (regard being had to the benefit derived by the Company during that year from the customers, support or business so introduced, brought or influenced to be brought by them respectively) deem fair and proper.
- (15) From time to time to make, vary, and repeal bye-laws for the regulation of the business of the Company, its officers, and servants, or any section thereof.
- (16) 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 consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.

105. The Directors may from time to time provide for the management of the affairs of the Company abroad in such manner as they shall think fit, and the provisions contained in the six next following paragraphs shall be without prejudice to the general powers conferred by this paragraph:—

- (1) 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 abroad, and may appoint any persons to be members of such local board or any managers or agents, and may fix their remuneration.

- (2) 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.
- (3) 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.
- (4) 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.
- (5) The Company may cause to be kept in any place in which it transacts business a branch register of shareholders resident in such place, and the Directors may from time to time make such provisions as they may think fit respecting the keeping of any such branch register.
- (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.

THE SEAL.

106. 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 in the presence of two Directors at least, who shall sign every instrument to which the Seal is affixed.

ACCOUNTS.

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

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

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

110. *Report to accompany statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the amount (if any) which they propose to carry to the Reserve Fund or Special Distribution Fund according to the provisions in that behalf hereinbefore contained, and the statement, report, and balance sheet shall be signed by the Directors.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

114. *Interim dividend.*—The Directors may also if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

115. *Unpaid interest or dividend not to bear interest.*—No unpaid interest or dividend or bonus shall ever bear interest against the Company.

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

117. *Directors may deduct debt from the dividends.*—The Directors may deduct from the dividend or bonus payable to any Shareholder all sums of money due from him (whether alone or jointly with any other person) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.

118. *Dividends may be paid by cheque or warrant and sent through the post.*—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the Shareholder entitled, or, in the case of joint-holders, to the registered address of that one whose name stands first on the register in respect of the joint-holding; but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.

119. *Notice of dividend: forfeiture of unclaimed dividend.*—Notice of all dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company.

and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this clause any cheques or warrants which may be issued for dividends or bonuses and may not be presented at the Company's bankers for payment within three years shall rank as unclaimed dividends.

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

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

AUDIT.

122. *Accounts to be audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet and profit and loss account ascertained by one or more Auditor or Auditors.

123. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

124. *Appointment and retirement of Auditors.*—The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration; all future Auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointments, or until otherwise ordered by a General Meeting.

125. *Retiring Auditors eligible for re-election.*—Retiring Auditors shall be eligible for re-election.

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

127. *Casual vacancy in number of Auditors how filled up.*—If any vacancy that may occur in the office of Auditor shall not be supplied at any Ordinary General Meeting, or if any casual vacancy shall occur, the Directors shall (subject to the approval of the next Ordinary General Meeting) fill up the vacancy by the appointment of a person who shall hold the office until such meeting.

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

129. *Company's accounts to be open to Auditors for audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be open to the Auditors for the purpose of audit.

NOTICES.

130. *Notice how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or other persons appointed by the Board to do so.

131. *Shareholders to register address.*—Every Shareholder shall furnish the Company with an address in Ceylon which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

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

133. *Notice to joint-holders of shares other than a firm.*—All notices directed to be given to Shareholders shall, with respect to any share to which persons other than a firm are jointly entitled, be sufficient if given to any one of such persons, and notice so given shall be sufficient notice to all the holders of such shares.

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

135. *Non-resident Shareholders must register addresses in Ceylon.*—Every Shareholder resident out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notice.

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

139. *Distribution.*—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any) the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such

ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

140. *Payment in specie, and vesting in trustees.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this 26th day of August, 1919.

DON PHILIP A. WIJEWARDENE.
D. L. WIJEWARDENE.
FELIX F. MARTINUS.
D. C. WIJEWARDENE.
D. WALTER WIJEWARDENE.
D. A. T. WIJEWARDENE.
N. RICHARD SILVA.

Witness to the above signatures :

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

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF THE FOREIGN TRADES, LIMITED.

1. The name of the Company is "THE FOREIGN TRADES, 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, margerine, 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, either in a prepared, manufactured, or raw state, and either by wholesale or retail, 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; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
 - (6) To carry on business as farmers, graziers, cultivators, storekeepers, cattle breeders, stockmen, dealers in hides, skins, fats, and other animal products, mechanical engineers, builders and contractors, timber growers, timber merchants, lumbermen, and saw mill proprietors.
 - (7) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (8) 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.
 - (9) To purchase, charter, hire, build, or otherwise acquire steam or other ship, ships or vessels, steam launches, flats, barges, cargo boats, with all equipments and furniture, and to employ the same in the conveyance of passengers, mails, live stock, grain, and other produce and treasure, and also of goods and merchandise of every description and species, on the rivers or canals of the Island of Ceylon, and also to run vessel 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.
 - (10) 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.
 - (11) To carry on the business of underwriters or insurers of ships, goods, merchandise, or other property.
 - (12) 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, *brevets d' invention*, 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.

- (13) 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.
- (14) 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.
- (15) 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.
- (16) To issue debentures, debenture stock, bonds, obligations, and securities of all kinds, and to frame, constitute, and secure the same as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable, and either redeemable or otherwise, and to charge and secure the same by trust deed or otherwise on the undertaking of the Company, or on any specific property or rights, present or future, of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.
- (17) 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.
- (18) 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.
- (19) 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.
- (20) To carry on 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, any of the Company's property or rights.
- (21) 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.
- (22) 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.
- (23) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings, and generally of any assets, property, or rights.
- (24) To constitute any trusts with a view to the issue of preferred, deferred, or other stocks and securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust, and to settle and regulate and, if thought fit, to undertake and execute any such trusts, and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
- (25) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, and improvement, development, and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business, whether in respect of agricultural, commercial, or financial matters.
- (26) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations, or securities.
- (27) Generally to carry on business as financiers, and to undertake and carry out all such operations and transactions (except the issuing of policies of assurance on human life), as an individual capitalist may lawfully undertake and carry out.
- (28) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards, and donations.
- (29) To establish and support, or aid in the establishment and support, of associations, institutions, funds, trusts, and conveniences calculated to benefit employes or ex-employes of the Company or its predecessors in business or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (30) To acquire and undertake all or any part of the business, property, and liabilities of any person or company carrying on any business, which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
- (31) To enter into any arrangement with any Government, or authority supreme, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority all rights, concessions, and privileges which the Company may think it desirable to obtain and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (32) To enter into partnership or into any arrangement for sharing profits or losses, or into any union of interests, joint adventure, reciprocal concession, or corporation with any person or persons or company or companies carrying on or engaged in or about to carry on or engage in, or being authorized to carry on or engage in any business or transaction which this Company is authorized to carry on or engaged in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (33) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (34) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any immovable or movable property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (35) 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.
- (36) 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.

- (37) 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.
- (38) 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.
- (39) 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.
- (40) To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
- (41) 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.
- (42) 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.
- (43) 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.
- (44) 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.
- (45) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock or obligations of any company or person, or partly one and partly another.
- (46) 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.
- (47) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

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 of 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 nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into Twenty thousand (20,000) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and 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.
DON PHILIP A. WIJEWARDENE, Colombo	One
D. L. WIJEWARDENE, Colombo	One
FELIX F. MARTINUS, Colombo	One
D. C. WIJEWARDENE, Colombo	One
D. WALTER WIJEWARDENE, Colombo	One
D. A. T. WIJEWARDENE, Colombo	One
N. RICHARD SILVA, Colombo	One
Total number of Shares taken	Seven

Witness to the above signatures, this 26th day of August, 1919:

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

ARTICLES OF ASSOCIATION OF THE FOREIGN TRADES, LIMITED.

It is agreed as follows :—

1. *Table C not to apply ; Company to be governed by these Articles.*—The regulations contained in Table C in the schedule annexed to “The Joint Stock Companies Ordinance, 1861,” shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition, or alteration by special resolution.
2. *Power to alter the regulations.*—The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not.
3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

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

Company.—The word “Company” means “The Foreign Trades, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

The Ordinance.—The “Ordinance” means and includes “The Joint Stock Companies Ordinances, 1861 to 1909,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special resolution.—“Special resolution” has the meaning assigned thereto by the Ordinance.

Extraordinary resolution.—“Extraordinary resolution” means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present at any meeting of the Company of which notice specifying an intention to propose such resolution as an extraordinary resolution has been duly given.

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

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

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

Shareholder.—“Shareholder” means a Shareholder of the Company.

Presence or present.—With regard to a Shareholder “presence or present” at a meeting means presence or present personally or by proxy or by attorney duly authorized.

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

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

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

Office.—“Office” means the registered office for the time being of the Company.

Seal.—“Seal” means the common seal for the time being of the Company.

Month.—“Month” means a calendar month.

Writing.—“Writing” means printed matter or print as well as writing.

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

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

BUSINESS.

5. *Commencement of business.*—The Company may proceed to carry out the objects for which it is established and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit ; and notwithstanding that the whole of the shares shall not have been subscribed, applied for, or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

6. *Business to be carried on by Directors.*—The business of the Company shall be carried on by, or under the management or direction of, the Directors, as hereinafter provided, and subject only to the control of General Meetings, in accordance with these presents.

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into Twenty thousand (20,000) shares of One hundred Rupees (Rs. 100) each.

SHARES.

8. *Allotment and issue.*—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 may consider proper ; provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company ; provided also that the Directors may at their discretion allot any unissued shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company, and may make arrangements on an issue of shares for 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. *Payment of amount of shares by instalments.*—If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the share.

10. *Acceptance.*—Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company from time to time directs.

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

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

13. *Shares held by two or more persons not in partnership.*—Shares may be registered in the names of two or more persons not in partnership.

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

15. *Survivor of joint-holders, other than a firm, only recognized.*—In case of the death of any one or more of the joint-holders, other than a firm, of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

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

17. *Trusts or any interest in share other than that of registered holder or of any person under clause 38 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

18. *Increase of capital by creation of new shares.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto, as such resolution shall direct.

19. *Issue of new shares.*—The new shares shall be issued upon such terms and conditions and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the General Meeting resolving on the creation thereof or any other General Meeting of the Company shall direct; and in particular such shares may be issued with a preferential or qualified right to the dividends and in the distribution of assets of the Company, and with a special or without any right of voting. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

20. *How carried into effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

24. *Certificates to be under Seal of Company.*—The certificates of shares shall be issued under the seal of the Company and signed by two Directors and countersigned by the Secretary or some other person appointed by the Directors.

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

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

TRANSFER OF SHARES.

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

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

(b) A share may be transferred by a Shareholder or other person entitled to transfer to any person; but the name of such proposed transferee should be first submitted to the Directors for their approval.

29. *No transfer to minor or person of unsound mind.*—No transfer of shares shall be made to a minor or person of unsound mind 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 and on behalf of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control."

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

31. *Instrument of transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. *Board may decline to register transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise; or to any person not approved by them.

33. *Not bound to state reason.*—In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as Shareholder and retain the instrument of transfer.

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

36. *Directors not bound to inquire as to validity of transfer.*—In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but, if at all, upon the transferee only.

37. *Transfer Books when to be closed.*—The Transfer Books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First General Meeting; also, when a dividend is declared, for the three days next ensuing the meeting; also at such other times as the Directors may decide, not exceeding in the whole twenty-one days in any one year.

TRANSMISSION OF SHARES.

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

39. *Registration of persons entitled to shares otherwise than by transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

52. *Modification of rights and consent thereto.*—If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes—

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares;
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto, on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent as aforesaid in any case in which but for this Article the object of the resolutions could have been effected without it.

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

CALLS.

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

(b) *Calls, time when made.*—A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business such temporary advances on the produce in hand, or in the future to be obtained, as they may find necessary or expedient for the purposes of the Company. 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, at such rate of interest and upon such terms and conditions as the Directors shall in their absolute discretion think fit. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures,

mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights, or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange.

MEETINGS.

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

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

60. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

61. *Extraordinary General Meetings.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

62. *Requisition of Shareholders to state object of meeting; on receipt of requisition Directors to call meeting, and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

63. *Notice of resolution.*—Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

64. *Seven days' notice of meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette*, or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

65. *Business requiring and not requiring notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Auditors retiring in rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

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

67. *Quorum to be present.*—No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or the election of a Chairman, unless there shall be present in person at the commencement of the business three or more persons being Shareholders entitled to vote or persons holding proxies or powers of attorney from Shareholders entitled to vote.

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

69. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their absence or refusal, a Shareholder may act.*—The Governing Director, or, if there be none, the Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the chair, then the Shareholders present shall choose one of their number to be Chairman.

70. *Business confined to election of Chairman while chair vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the chair is vacant.

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

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

VOTING AT MEETINGS.

73. *Votes.*—At any meeting every resolution shall be decided by the votes of the Shareholders present. In case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder and proxy and attorney; and unless a poll be immediately demanded by the Chairman or in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the minute book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

74. *Poll.*—If a poll be duly demanded, the same shall be taken in such manner and at such time and place as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

75. *Poll how taken.*—If at any meeting a poll be demanded by the Chairman or by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned and the poll shall be taken at such time and in such a manner as the Chairman shall direct; and in such case every Shareholder shall have the number of votes to which he may be

entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney and entitled to vote shall have one vote for every share held by him.

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

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

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

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

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

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

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

The Foreign Trades, Limited.

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

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

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

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

DIRECTORS.

87. *Number of Directors.*—Until otherwise determined by a General Meeting, the number of Directors shall not be less than two nor more than five.

88. *Governing Director.*—Don Philip Alexander Wijewardene shall be the Governing Director and (subject as hereinafter mentioned) shall hold the office during his life, and whilst he holds that office the government and control of the Company shall be vested in him, and he may exercise all the powers, authorities, and discretions hereby expressed to be vested in the Directors and all the other Directors (if any) for the time being of the Company shall be under his control and shall be bound to conform to his directions in regard to the Company's business, and whilst holding the office of Governing Director he may from time to time and at any time appoint any other persons (not exceeding four in number to be the Directors of the Company), and may from time to time define, limit, and restrict their powers and may at any time remove any Director howsoever appointed, and may at any time convene a General Meeting of the Company. Every such appointment and removal of a Director must be in writing under the hand of the Governing Director.

The said Don Philip Alexander Wijewardene may at any time, by notice in writing to the Company, resign his office of Governing Director, and shall, *ipso facto*, vacate the same if he be found lunatic or become of unsound mind; and if he shall resign his said office, he shall, if willing to act, become an ordinary Director.

89. *Remuneration to Governing Director.*—The said Don Philip Alexander Wijewardene, whilst holding the office of Governing Director, shall be entitled to remuneration for his services as may from time to time be arranged by the Director, and shall give such time and attention to the affairs of the Company as he shall think fit.

ORDINARY DIRECTORS.

90. Whilst the said Don Philip Alexander Wijewardene holds the office of Governing Director the ordinary Directors shall be such persons, if any (not exceeding four in number), as he shall from time to time appoint under the power in that behalf hereinbefore given to him; and upon the said Don Philip Alexander Wijewardene ceasing to be the Governing Director, a General Meeting of the Company shall forthwith be convened for the purpose of appointing Directors and determining all matters not herein expressly provided for relating to the future management of the Company by Directors. Such meeting shall be convened by the said Don Philip Alexander Wijewardene, if living and capable of acting, or if he be dead, or does not convene the same within seven days after he ceases to be Governing Director, then by the Directors (if any) in office; and if there are none, or if they do not convene the meeting within seven days after the power to do so arises, then by the holders of at least one-half of the issued capital of the Company for the time being; and for the purposes of this provision the executors or administrators of a deceased shareholder shall be deemed to be the holders of any shares standing in his name. The Directors (if any) in office at the time of the said Don Philip Alexander Wijewardene ceasing to be the Governing Director may act until the holding of the said meeting, but shall (with the exception of the said Don Philip Alexander Wijewardene, if living and capable of acting and willing to act as an ordinary Director) retire at the said meeting, and shall be eligible for election thereat. The qualification of every Director shall be the holding of shares in the Company of the nominal value of Rs. 1,500. As remuneration for their services the ordinary Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees (Rs. 2,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future.

91. The following provisions shall, after the said Don Philip Alexander Wijewardene shall have ceased to hold the office of Governing Director, apply, that is to say:—

- (1) The number of Directors shall not be less than two nor more than five.
- (2) The continuing Directors may act notwithstanding any vacancy in their body.
- (3) A Director shall have the power to nominate, in writing, any person, who is not disapproved of by a majority of the other Directors of the Company, to act as alternate Director for a period (not to exceed six months) in his place, and at his discretion to remove such alternate Director; and on the appointment being made, the alternate Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration, and shall not be entitled to claim remuneration from the Company. The instrument appointing or removing an alternate Director shall be deposited at the office before it is acted upon.
- (4) The office of a Director shall be, *ipso facto*, vacated:—
 - (a) If he accepts or holds any other office under the Company, except that of Managing Director, Secretary, Agent, or Manager of the Company's business.
 - (b) If he becomes bankrupt or suspends payment or compounds with his creditors.
 - (c) If he is found lunatic or becomes of unsound mind.
 - (d) If not already holding, he fails within two months of his appointment to acquire or subsequently ceases to hold the required amount of shares to qualify him for office.
 - (e) If he absents himself from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors. Provided that this provision shall not apply to any Director who shall for the time being be employed or engaged in serving the Company in the United Kingdom or elsewhere outside Ceylon.
 - (f) If by notice in writing to the Company he resigns his office.
 - (g) If the holder or holders of a majority of the shares of the Company request him in writing to resign, or if at a General Meeting of the Company of which due notice shall have been given, Shareholders representing a majority of the issued capital of the Company pass a resolution calling on him to resign; and the office shall become vacant immediately on such resolution being passed.

CONTRACTS BY DIRECTORS.

92. 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 arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested 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 that office, or of the fiduciary relation thereby established, but (except in those cases in which his co-Directors shall have knowledge of his interest, and except also in the case of the said Don Philip Alexander Wijewardene, whilst acting as Governing Director) it is declared that the nature of his interest must be disclosed by him at the meeting of 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 Director after the acquisition of his interest, and that except as aforesaid, no Director shall as a Director vote in regard to any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

PROCEEDINGS OF DIRECTORS.

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

94. The said Don Philip Alexander Wijewardene, whilst holding the office of Governing Director and, after he shall have ceased to hold the same, any 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 a Director shall have one vote for every share held by him. Votes may be given either personally or by proxy, but a proxy must be one of the Directors, and must be appointed in writing under the hand of the appointer.

95. The said Don Philip Alexander Wijewardene shall, so long as he remains a Director and is willing to act, be the Chairman of the Directors. Subject as aforesaid, 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.

96. 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 regulations of the Company for the time being vested in or exercisable by the Directors generally.

97. 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.

98. The meetings and proceedings of any such committee, consisting of two or more Shareholders, 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.

99. 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.

100. In the absence of the Governing Director and until he shall otherwise direct, 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.

101. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going to or residing in any particular locality, or otherwise, for any of the purposes of the Company, the Company shall remunerate the Director so doing either by a fixed sum or by a percentage of profits, or otherwise, as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his or their ordinary remuneration.

MINUTES.

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

- (1) Of all appointments of officers.
- (2) Of the names of the Directors present at each meeting of the Directors, and of any committee of Directors.

(3) Of all orders made by the Directors and committees of Directors.

(4) 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.

103. Subject and without prejudice to the provisions of clause 88 hereof, the management 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 the Ordinance expressly directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of the Ordinance 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.

104. 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, power:—

- (1) To pay the costs, charges, and expenses, preliminary and incidental, to the promotion, formation, establishment, and registration of the Company.
- (2) To purchase or otherwise acquire for the Company any property, rights, or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit.
- (3) At their discretion to pay for any property, rights, or privileges acquired by, or service 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 as either 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 think fit.
- (5) To appoint, and at their discretion, remove or suspend such managers, secretaries, officers, clerks, agents, or servants for permanent, temporary, or special services, as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.
- (6) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
- (7) To institute, conduct, defend, compound, or abandon any legal proceedings by and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company.
- (8) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (9) To make and give receipts, releases, and other discharges for money payable to the Company and for the claims and demands of the Company.
- (10) To determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, indorsements, cheques, releases, contracts, and documents.
- (11) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and from time to time to vary or realize such investments.
- (12) 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 upon.
- (13) To give to any officer or other 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, and any such commission or share of profits shall be treated as part of the working expenses of the Company.
- (14) Before recommending any dividend, to set aside out of the profits of the Company in any year—
 - (a) Such sums as they think proper as a reserve fund to meet contingencies, or for equalising dividends, or for repairing, improving, or 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; and
 - (b) Such sums (hereinafter referred to as the "Special Distribution Fund") as they think proper for distribution amongst those Shareholders of the Company who, in the opinion of the Directors, have at any time, whether during such year or previously, by introducing customers or otherwise supporting or bringing or influencing to be brought business to the Company, contributed to the profits of the Company in that year, and to distribute such sums amongst those Shareholders in such shares and proportions as the Directors shall (regard being had to the benefit derived by the Company during that year from the customers, support or business so introduced, brought or influenced to be brought by them respectively) deem fair and proper.
- (15) From time to time to make, vary, and repeal bye-laws for the regulation of the business of the Company, its officers, and servants, or any section thereof.
- (16) 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 consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.

105. The Directors may from time to time provide for the management of the affairs of the Company abroad in such manner as they shall think fit, and the provisions contained in the six next following paragraphs shall be without prejudice to the general powers conferred by this paragraph:—

- (1) 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 abroad, and may appoint any persons to be members of such local board or any managers or agents, and may fix their remuneration.

- (2) 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.
- (3) 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.
- (4) 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.
- (5) The Company may cause to be kept in any place in which it transacts business a branch Register of Shareholders resident in such place, and the Directors may from time to time make such provisions as they may think fit, respecting the keeping of any such branch register.
- (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.

THE SEAL.

106. 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 in the presence of two Directors at least, who shall sign every instrument to which the seal is affixed.

ACCOUNTS.

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

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

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

110. *Report to accompany statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the amount (if any) which they propose to carry to the Reserve Fund or Special Distribution Fund according to the provisions in that behalf hereinbefore contained and the statement, report, and balance sheet shall be signed by the Directors.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

114. *Interim dividend.*—The Directors may also, if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

115. *Unpaid interest or dividend not to bear interest.*—No unpaid interest, or dividend, or bonus shall ever bear interest against the Company.

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

117. *Directors may deduct debt from the dividends.*—The Directors may deduct from the dividend or bonus payable to any Shareholder all sums of money due from him (whether alone or jointly with any other person) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.

118. *Dividends may be paid by cheque or warrant and sent through the post.*—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the Shareholder entitled, or, in the case of joint-holders, to the registered address of that one whose name stands first on the register in respect of the joint-holding; but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.

119. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this

clause any cheques or warrants which may be issued for dividends or bonuses and may not be presented at the Company's bankers for payment within three years shall rank as unclaimed dividends.

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

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

AUDIT.

122. *Accounts to be audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet and profit and loss account ascertained by one or more Auditor or Auditors.

123. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

124. *Appointment and retirement of Auditors.*—The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration; all future Auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointments, or until otherwise ordered by a General Meeting.

125. *Retiring Auditors eligible for re-election.*—Retiring Auditors shall be eligible for re-election.

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

127. *Casual vacancy in number of Auditors how filled up.*—If any vacancy that may occur in the office of Auditor shall not be supplied at any Ordinary General Meeting, or if any casual vacancy shall occur, the Directors shall (subject to the approval of the next Ordinary General Meeting) fill up the vacancy by the appointment of a person who shall hold the office until such meeting.

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

129. *Company's accounts to be opened to Auditors for audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be open to the Auditors for the purpose of audit.

NOTICES.

130. *Notice how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or other persons appointed by the Board to do so.

131. *Shareholders to register address.*—Every Shareholder shall furnish the Company with an address in Ceylon, which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

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

133. *Notice to joint-holders of shares other than a firm.*—All notices directed to be given to shareholders shall, with respect to any share to which persons other than a firm are jointly entitled, be sufficient if given to any one of such persons, and notice so given shall be sufficient notice to all the holders of such shares.

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

135. *Non-resident Shareholders must register addresses in Ceylon.*—Every shareholder resident out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notice.

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

139. *Distribution.*—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any) the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitled such shares to participate in such surplus assets.

140. *Payment in specie, and vesting in trustees.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this Twenty-sixth day of August, 1919.

DON PHILIP A. WIJEWARDENE.
D. L. WIJEWARDENE.
FELIX F. MARTINUS.
D. C. WIJEWARDENE.
D. WALTER WIJEWARDENE.
D. A. T. WIJEWARDENE.
N. RICHARD SILVA.

Witness to the above signatures :

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

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF THE PEOPLE PRESS, LIMITED.

1. The name of this Company is the People Press, Limited.
2. The registered office of the Company is to be situate in Colombo, within the Western Province of Ceylon.
3. The objects for which the Company is established are—
(a) To acquire and carry on the printing and publishing business, known as "The People" and "The Jana Mithran," now owned and conducted by Mr. Lawrie Muthukrishna at No. 41, Sebastian street, in Colombo.
(b) To establish and conduct a general business in books, paper, stationery, and office supplies.
(c) To undertake and execute such other business as the Directors for the time being shall deem necessary or desirable for promoting the main objects for which the Company is formed.
4. The liability of the Shareholders is limited.
5. The capital of the Company is to be One hundred Thousand Rupees, with power to increase or reduce the capital, to be divided into ten thousand shares of Ten Rupees each.

We, the several persons whose names and addresses are hereto subjoined, are desirous of incorporating ourselves into a Joint Stock Company, with limited liability under the provisions of the Companies Act, 1861, and agree to take the number of shares in the capital of the Company set respectively against our names :—

Name and Address.	Number of Shares.
M. CATHIRAVALO, of Bambalapitiya, Colombo	Ten
R. DORESAMY, of Colpetty, Colombo	Ten
LAWRIE MUTHUKRISHNA, of San Sebastian, Colombo	Ten
R. PANPIAH, of Maradana, Colombo	Ten
L. MUTHUKRISHNA, of San Sebastian, Colombo	Ten
R. PONNUDURAI, of Bambalapitiya, Colombo	Ten
N. PONNUDURAI, of Bambalapitiya, Colombo	Ten

Total Shares taken .. Seventy

Dated this 9th day of April, 1919.

Witnessed by—

BASIL O. PULLENAYAGAM,
Proctor, Supreme Court, and Notary Public, Colombo.

Witness to the signature of R. PANPIAH :

September 2, 1919.

LAWRIE MUTHUKRISHNA.

THE ARTICLES OF ASSOCIATION OF THE PEOPLE PRESS, LIMITED.

THE Articles of Association of this Company shall be the model Articles in Table C of the schedule to "The Joint Stock Companies Ordinance, 1861," with the following special provisions :—

- The Board of Directors is to consist of three members, two of whom shall form a quorum.
- No transfer or issue of shares is to be made without a three-fourths' majority of votes in favour of such transfer or issue, and no reason shall be assignable for rejecting any application made therefor.
- The first one hundred shares shall carry one vote; the next two thousand shares one vote; and thereafter every five hundred shares one vote.
- The qualification for a Director shall be the holding of fifty fully paid shares.
- The books of accounts shall be audited and balance sheets prepared every half-year.

M. CATHIRAVALO, of Bambalapitiya, Colombo.
R. DORESAMY, of Colpetty, Colombo.
LAWRIE MUTHUKRISHNA, of San Sebastian, Colombo.
R. PANPIAH, of Maradana, Colombo.
L. MUTHUKRISHNA, of San Sebastian, Colombo.
R. PONNUDURAI, of Bambalapitiya, Colombo.
N. PONNUDURAI, of Bambalapitiya, Colombo.

Dated this 9th day of April, 1919.

Witnessed by—

BASIL O. PULLENAYAGAM,
Proctor, Supreme Court, and Notary Public, Colombo.

Witness to the signature of R. PANPIAH,

September 2, 1919.

LAWRIE MUTHUKRISHNA.

[First Publication.]

MEMORANDUM OF ASSOCIATION OF THE VYKUMBERA RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE VYKUMBERA RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Passara.
- 1133 The objects which the Company is to be established are:—
 - (a) To take an assignment of the leasehold interest from the proprietors thereof of certain lots of land of the extent of about 224 acres 0 rood 23 perches, situated in the village Wekumbura, in the District of Badulla, certain lots of land of the extent of about 177 acres 1 rood 5 perches, situated in the village Wasipona, in the District of Badulla, and certain lots of land of the extent of about 32 acres 0 rood 21 perches, situated in the village Galloba, in the District of Badulla.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon, or on any land already leased or owned by the Company, at the cost of the Company and such other person or company or otherwise.
 - (h) To lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, coconuts, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, coconuts, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, coconuts, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the 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 undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other Company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partly paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partly paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or anyone or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is 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 our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
1. DOUGLAS G. NORMAN, Planter, Dammeria, Passara ..	.. One
2. R. GATEHOUSE, Planter, Gowerakelle ..	.. One
3. JOHN J. ROBINSON, Planter, Gonakelle ..	.. One
4. A. W. BOWLES, Planter, Parawilla ..	.. One
5. A. E. OGILVY, Planter, Hopton, Hopton R. O. ..	.. One
6. A. C. M. CARTWRIGHT, Planter, Wattedgodde ..	.. One
7. A. C. TUTTIN-NOLTHENIUS, Planter, Ohiya ..	.. One
Total Shares taken ..	Seven

Witness to the above signatures Nos. 1, 2, 3, 4, 5, 6, this 19th day of August, 1919:

1. A. ANDERSON, Planter, Hopton, Lunugala.
2. G. K. DEAKER, Planter, Gonakelle, Passara.

Witness to the above signature No. 7:

1. P. C. DAVID, Clerk, West Haputale, Ohiya. 3/9/1919.
2. E. E. V. MAYBRINK, Conductor, West Haputale, Ohiya. 3/9/1919.

ARTICLES OF ASSOCIATION OF THE VYKUMBRA RUBBER COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Seal" means the common seal for 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 and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto, as such resolution shall direct; and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

45. The Company shall have a first charge or paramount lien upon all the shares of any holder or joint-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 the satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

53. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Fifty thousand (Rs. 50,000), but the Directors shall not have power to mortgage or hypothecate any of the property of the Company as security for the repayment of such sum or sums of money without the sanction of a General Meeting.

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

66. Every Ordinary General Meeting shall be competent, without special notice having been given for 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 up to twenty shares and one vote for every further fifty shares.

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

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

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

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

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

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

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

The Vykumbra Rubber Company, Limited.

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

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

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

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

DIRECTORS.

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

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

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

89. The first Directors shall be John James Robinson, Reginald Gatehouse, Anthony Walter Bowles, and Douglas George Norman, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

103. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

116. Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes, and in case of 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 Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

153. Any Shareholder who fails to give and register an address in Ceylon as provided in Article 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 its 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.

1. DOUGLAS G. NORMAN, Planter, Dammeria, Passara.
2. R. GATEHOUSE, Planter, Gowerakelle.
3. JOHN J. ROBINSON, Planter, Gonakelle.
4. A. W. BOWLES, Planter, Parawilla.
5. A. C. M. CARTWRIGHT, Planter, Wattedodde.
6. A. E. OGILVY, Planter, Hopton, Hopton R. O.
7. A. C. TUTEIN-NOLTHENIUS, Planter, West Haputale, Ohiya.

Witness to the above signatures Nos. 1, 2, 3, 4, 5, 6, this 19th day of August, 1919 :

1. A. ANDERSON, Planter, Hopton, Lunugala.
2. G. K. DEAKER, Planter, Gonakelle, Passara.

Witness to the above signature No. 7 :

1. P. C. DAVID, Clerk, West Haputale, Ohiya. 3/9/1919.
2. E. E. V. MAYBRINK, Conductor, West Haputale, Ohiya. 3/9/1919.

[First Publication.]

Melville (Selangor) Rubber Company, Limited.

NOTICE is hereby given that the First Annual General Meeting of the Shareholders of this Company will be held at the offices of Messrs. Boustead Bros., Colombo, on Wednesday, October 15, 1919, at 11 A.M.

Business.

1. To receive the report of the Directors and accounts for the year ended June 30, 1919.
2. To elect Directors.
3. To appoint an Auditor.
4. To transact any other business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from October 12 to 18 inclusive.)

By order of the Board,

BOUSTEAD BROS.,

Colombo, September 30, 1919. Agents and Secretaries.

Application for Foreign Liquor License.

We hereby give notice that we have on September 27, 1919, applied to the Government Agent, Western Province, for the licenses shown in the schedule hereto annexed, for the licensing period ending September 30, 1920 :-

Schedule referred to.

Name and address of applicant: Messrs. Cornelis Fernando & Sons, Nos. 3 and 4, 4th Cross street.

Description of license or licenses applied for: Licenses for the sale of intoxicating liquor by wholesale and by retail not to be consumed on the premises.

State whether application is for renewal of the existing license or for a new one: For new licenses.

Situation of premises to be licensed: Nos. 3 and 4, 4th Cross street, Pettah, Colombo.

Colombo, September 27, 1919.

H. SAM. FERNANDO.

Auction Sale.

In the District Court of Colombo.

UNDER decree entered in case No. 52,187 of the District Court of Colombo against Kirikankanange James Perera and Maria Perera of Moratumulla in Moratuwa, and by virtue of commission issued to me, I shall sell the following property specially bound and executable for the recovery of the amount therein stated, on Friday, October 24, 1919, at 4 P.M. at the spot, all that portion of land called Godelle Madangawatta, together with the buildings standing thereon, situated at Moratumulla in Moratuwa, containing in extent 1 rood and 9 6/100 perches.

Further particulars from C. S. A. Perera, Esq., Proctor and Notary, Colombo, or—

1, Hulftsdorp.

C. P. AMERASINNE,
Auctioneer and Broker.

Auction Sale.

In the District Court of Colombo.

UNDER decree entered in case No. 49,697 of the District Court of Colombo against Telge John Peiris of Korallawella in Moratuwa, and by virtue of commission issued to me, I shall sell the following land specially bound and executable for the recovery of the amount therein stated, on Friday, October 24, 1919, at 5 P.M., at the spot, all that portion of land called Madangawatta, with the buildings thereon, situated at Korallawella in Moratuwa, and containing in extent 2 roods and 38 perches.

Further particulars from C. S. A. Perera, Esq., Proctor and Notary, Colombo, or—

1, Hulftsdorp.

C. P. AMERASINNE,
Auctioneer and Broker.

Auction Sale.

In the District Court of Colombo.

UNDER decree entered in case No. 49,351 of the District Court of Colombo, and by virtue of commission issued to me, I shall sell the following property specially bound and executable for the recovery of the amount therein stated, on Thursday, October 23, 1919, at 4 P.M., at the Hanvella resthouse junction:—All that undivided 39/84 part or share of the land called Maragahalanda *alias* Godiyanawattakebella, situated at Attygala, in the Meda pattu of Hewagam korale, containing in extent land sufficient to sow about 30 bushels of paddy.

I. Hulftsdorp.

C. P. AMERASINHE,
Auctioneer and Broker.

Auction Sale under Mortgage Decree of House Property in Mutwal.

UNDER and by virtue of the commission issued to me in case No. 52,392 of the D.C., Colombo, I shall sell by public auction, on Saturday, October 25, 1919, at 2.30 P.M., at the spot, the following premises specially mortgaged with the plaintiff and declared bound and executable under the decree entered of record in the said case against Duggapathuwage Ginohamy and three others, the defendants therein, to wit:—

All those two allotments of land, now forming one property and bearing assessment No. 4,195/16², with the buildings thereon, situated at Mutwal, in Colombo, a little beyond St. Andrew's Church and opposite the mosque, in extent 8 perches.

Further particulars can be had from Messrs. de Vos & Gratiaen, Proctors, for the plaintiff, or from—

No. 117, Hulftsdorp.

G. EMANUEL DABERA,
Auctioneer and Broker.

Lost or Mislaid Share Certificates.

I, JOHN GERARD GOMIS ABEYASINGHA WEERA-KOOPE, Basnayaka Madaliyar, Basnayaka Walawwa, Barber street, Colombo, administrator of the estate of the late Paulus Gomis Abeyasingha, trader, Nagalagam street, Colombo, hereby give notice that I have either lost or mislaid share certificates relative to 7 shares No. 1914/1920 (both inclusive), standing in the name of the late Paulus Gomis Abeyasingha in the books of the Horrekelly Estate Co., Ltd., and that I am applying to the said Company for duplicates thereof. Any one holding said certificates is requested at once to hand same over to me.

J. G. G. ABEYASINGHA,
Administrator of the estate of the late
Paulus Gomis Abeyasingha.Basnayaka Walawwa,
Barber street, September 25, 1919.

Auction Sale of Property at Ettukal, in the District of Negombo.

UNDER decree in case No. 13,646, D. C., Negombo, entered in favour of the plaintiffs (1) Sana Valeachchi and husband (2) R. Somasundram, both of Negombo, presently of Colombo, against the defendant Solomiya Kurera of Ettukal in Negombo, legal representative of the estate of the late Savari Gomis, 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. 10,156, dated November 26, 1914, and attested by T. H. de Silva, Notary, by public auction, at the spot, at 3.30 P.M., on Friday, October 24, 1919, to wit:—

All that land called Koolamarathaditotam, situate at Ettukala, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, in extent about 3 roods, with the buildings thereon, as a primary mortgage.

Further particulars from Messrs. Amerasinghe & Ranasinghe, Proctors and Notaries, Negombo, or—

Negombo, September 30, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale of Property at 3rd Division, Kurana-Bolawalana, within the Gravets of Negombo.

UNDER decree in case No. 13,173, D. C., Negombo, entered in favour of the plaintiff S. N. Nagesingha Narayanan Chetty of Alavakotte in India, by his attorney Muna Weerappa Chetty of Negombo, against the defendants (1) Warnakulasuriya Ewujeenu Fernando, legal representative of the estate of Warnakulasuriya Ichchampulige Thevesia Fernando, 3rd Division, Bolawalana, Negombo, deceased, (2) Warnakulasuriya Ewujeenu Fernando, (3) Warnakulasuriya Helena Fernando, and (4) Warnakulasuriya Pedro Fernando, all 3rd Division, Bolawalana, 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. 8,879, dated December 30, 1913, and attested by T. H. de Silva, Notary, by public auction, at the spot, at 4 P.M., on Monday, October 27, 1919, to wit:—

The land called Gorakagahawatta of two contiguous lots, situate at 3rd Division, Kurana-Bolawalana, within the gravets and in the District of Negombo, Western Province, in extent about 1 acre, and the cadjan house standing thereon, as a primary mortgage.

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

Negombo, September 30, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale of Valuable House in Nawalapitiya, opposite the Railway Station.

UNDER mortgage decree in D. C., Kandy, case No. 24,361, entered in favour of the plaintiff S. S. Nallan Chetty of Nawalapitiya, against the defendants Noorma and Deen Musaffer, both of Nawalapitiya, I shall sell by public auction, at the spot, on Saturday, October 25, 1919, at 2 P.M., the following lands, situate at Nawalapitiya:—

1. An undivided $\frac{1}{2}$ part of Udewewakumbura (save and except the portions taken for the high road and railway purposes) of two pelas in extent with the buildings thereon.

2. All those 26 perches being the middle portion of all that land called Udewewakumbura of 1 rood and 30 $\frac{1}{2}$ perches in the whole.

3. All those 11 perches being the northern portion of the field called Udewewakumbura of 1 rood and 30 $\frac{1}{2}$ perches in extent.

All which said premises at present form one property of 2 roods and 6 perches, excluding the northern portion of 16 perches, and will be sold in one lot.

For further particulars apply to Messrs. Jonklaas & de Vos, Proctors and Notaries, Gampola, or to me:

9, Malabar street, Kandy.

A. R. VICKREMESAKERE,
Auctioneer.

Auction Sale.

BY virtue of a commission issued to me in the partition case No. 15,769, D. C., Galle, I will sell in public auction, on Saturday, October 25, 1919, at the spot, at 4 P.M., all that defined portion of Devope *alias* Banewatta, situate at Pettigalawatta, within the Municipality of Galle, bounded on the north by high road from Galle to Matara, east by lot No. 5 of the same land, south by the seabeach, and west by a portion of the same land, in extent 36.3 perches, including the narrow strip marked "X 6" depicted in plan No. 335 filed of record, together with all the buildings, subject to the strip "X" being subject to the servitude in favour of the 8th defendant entitling him to have the eaves of his roof overhanging, first among the co-owners, commencing at the appraised value, and if no co-owner bid above the appraised value the same will be put up for sale among the public, commencing at a lower value than the appraised amount as provided for by the Ordinance No. 10 of 1863.

Galle, September 9, 1919.

K. G. BENNET DE SILVA,
Licensed Auctioneer.

Public Auction Sale.

UNDER and by virtue of the decree and order in case No. 16,788 of the District Court of Galle, I shall sell by public auction, at the spots, on Thursday, October 16, 1919, commencing from 9 A.M., the following property declared bound and executable for the recovery of the sum of Rs. 3,950, with interest thereon at the rate of 9 per cent. per annum from January 30, 1918, till payment in full, and costs, as will be taxed by the Secretary, to wit:—

1. An undivided $\frac{5}{6}$ parts of the soil and of everything standing on the land called Rathgalgoda, in extent 2 acres 2 roods and 7 perches, situate at Gonigala.

2. The entire soil and soil share and trees of the land called Melekewela-adda-kele and field land adjoining to it, in extent 6 acres 2 roods and 15 perches, situated at Kosgoda.

3. The entire allotment of land and everything appertaining to it, standing on the one-half portion bearing letter E, of Rathgalgoda-landa, in extent 4 acres and 39 perches, situated at Miriswatupalata.

For further particulars please apply to N. de Alwis, Esq., Proctor, or to me:

J. D. S. MUNASINGHA,

Balapitiya, September 23, 1919. Licensed Auctioneer.

Auction Sale.

In the District Court of Galle.

Widane Durage Samitchi Fernando Mudalali of Galle Plaintiff.

No. 16,198.

Vs.

(1) Diogu Hennedi Jayaweera Patabendige William de Silva of Mirissa in Weligam korale, (2) Edwin Wickramasooriya of Katalawa, (3) Andrias de Silva Wickramanayake of Talatambe Defendants.

UNDER and by virtue of the decree entered in the above case, and the order to sell issued to me therein, I shall sell by public auction on October 25, 1919, at 2.30 P.M., on the spot, the following premises declared bound and executable under the said decree for the recovery of the amount therein, viz.:—

All the remaining soil and trees (exclusive of the undivided 1-acre extent of ground from the east) of the land Kahatagahena, together with all the buildings standing thereon, situate at Mirissa in Weligam korale, containing in extent 3 acres 2 roods and 13 perches.

CHAS. M. GOONASEKERA,
Auctioneer.

Auction Sale of Property in the Town of Jaffna, in the District of Jaffna.

UNDER decree in case No. 13,467, D. C., Jaffna, entered in favour of the plaintiff Saravanamuttu Subramaniam of Manippai, against the defendant Bastyampillai Stanislaus *alias* Rasaram of Karampan, presently employed in the Public Works Department, Telukansan, in Federated Malay States, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the undermentioned property by public auction on Friday, October 11, 1919, at 4.30 P.M., on the spot:—

An undivided $\frac{1}{2}$ share of all that house and premises, situated in the 4th Division of town of Jaffna, in the parish of Chundikkuli, in the division and District of Jaffna, Northern Province, containing in extent about 4 lachams varagu culture, with out-houses, well and plantation; and bounded on the east by the property of Philippuppillai Joseph and Pedruppillai Abraham, north by the property of Manuelpillai Savirimuttu Rajakarier and the heirs of the late Mary Grace Rajakarier, wife of the said Manuelpillai Savirimuttu Rajakarier, west by the Third Cross street, and on the south by the property of Antonipillai Manuelpillai.

S. TURAIYAPPA,
Commissioner.

September 30, 1919.

Auction Sale under Mortgage Decree.

UNDER the decree entered in D. C., Kurunegala, case No. 7,343, against Hanasinghe Mudiyanse Mudalihamy of Udakottamulla and Ekanayaka Mudiyanse-lage Ihalawalawwe Banda Boyagoda, Registrar of Boyagoda, both in Weuda 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 spot,

the following property declared bound and executable under the said decree, on Saturday, October 18, 1919, at 2 P.M., to wit:—

All that allotment of land called Pallewatta with the plantations and everything thereon; bounded on the north by a road, east by lot 2C in P. P. 1,086 and by Dikoya, south by Dikoya, and west by lot 2A in P. P. 1,086 and by a road; containing in extent 2 acres 2 roods and 20 perches, situate at Udakottamulla, Weuda korale, Weudawili hatpattu, in Kurunegala District.

For further particulars please apply to me:

S. P. SOCKALINGAM PILLAI,
Kurunegala, September 24, 1919. Auctioneer.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 6,932, D. C., Kurunegala, against Chandrasekera Ekanayaka Basnayaka Mudiyanse-lage Tikiri Banda Delwita, Basnayaka Nilame of Delwita, presently of Kurunegala, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the following property, declared specially bound and executable under the said decree, at the respective spots:—

On Saturday, October 25, 1919, at 11 A.M.

1. Munkotuwwatta with the plantations thereon and the field Dombedeniyakumbura being contiguous thereto, being lots 2, 3, and 1 in B. S. P. Nos. 843, 844, 845, 846, 847, and 848, containing in extent 25 acres 2 roods and 3 perches, situate at Delwita in Madure korale.

On the same day, commencing at 1 P.M.

2. An undivided $\frac{2}{3}$ shares of Pissikapuralalagehena, now a garden of 3 lahas kurakkan sowing extent, with the plantations thereon, situate at Wewagedera in Madure korale.

3. Katutampalawehena, now a garden of 6 lahas kurakkan sowing extent, with the plantations thereon, situate at Wewagedera aforesaid.

On the same day, at 2.30 P.M.

4. All those six allotments of land, now forming one property, called and known as Kospotuoya estate, with the buildings and plantations thereon, containing in extent 65 acres and 2 perches, situate at Karandagolla in Hewawisse korale, all in Weudawili hatpattu, Kurunegala District.

Further particulars from Messrs. F. N. & E. Daniels, Proctors and Notaries, Kurunegala, or—

S. P. SOCKALINGAM PILLAI,
Kurunegala, September 23, 1919. Auctioneer.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 7,078, D. C., Kurunegala, against Vijekoon Mudiyanse-lage Joseph Banda Mawatagama of Mawatagama, in Gandahaye korale, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the following property, declared specially bound and executable under the said decree, at the respective spots:—

On Saturday, November 1, 1919, at 1 P.M.

1. All those contiguous allotments of land called (a) Migahawatta, Hambukpotekumbura, Kanuassepillewa, Polambagamulagodakumbura, Wagollewatta, and Potuwelapillewa, all of about 13 acres in extent; (b) Kanuassekumburepillewa *alias* Kongahamulapillewa of $\frac{1}{2}$ a ehundu kurakkan sowing extent; (c) the two thrashing-floors forming a portion of Kanuassepillewa of $\frac{1}{2}$ a seer kurakkan sowing extent; and (d) Damunugahagodakumbura of 15 lahas paddy sowing extent; now forming one property, called and known as Wagollewatta, with all the buildings and plantations thereon, containing in extent about 14 acres more or less, situate at Mawatagama in Gandahaye korale.

On the same, commencing at 2.30 P.M.

2. An undivided $\frac{1}{2}$ shares of the contiguous allotments of land called Gorokgahadeniyewatta, Hohlawewagawahena, and Bo-ambagamulahena, now forming one property, a planted garden of 2 pelas kurakkan sowing extent, situate at Arampola in Gandahaye korale aforesaid.

3. An undivided $\frac{1}{2}$ share of Imbulgahamulahena of 8 lahas kurakkan sowing extent, situate at Arampola aforesaid.

Further particulars from Messrs. F. N. & E. Daniels, Proctors and Notaries, Kurunegala, or—

S. P. SOCKALINGAM PILLAI,
Kurunegala, September 23, 1919. Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

Muna Krisnappa Chetty, by his attorney Sina Kana Runa Palaniappa Chetty of Narammala.....Plaintiff.
No. 7,115. Vs.

(1) Asma Lebbe Vidanelage Ibuna Lebbe, Vel-Vidane, (2) ditto Anamadu Lebbe, (3) Uduma Lebbelage Pathumma, all of Kahatagahamada in Maddeketiya korale.....Defendants.

UNDER the decree entered in the above case and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property by public auction, on the 4th land herein below on October 30, 1919, commencing at 1 P.M. :—

1. An undivided $\frac{1}{2}$ share of Makullagahamulahena of 5 lahas kurakkan sowing extent, situate at Kahatagahamada aforesaid.
2. The field called Ambahenwela of 1 pela paddy sowing extent and its adjoining Katurugahamulahena of about 1 timba kurakkan sowing extent, situate at Wediyala in the said korale.
3. The field called Veralugaspitiya of 2 pelas paddy sowing extent, situate at Wediyala aforesaid.
4. The exact $\frac{1}{2}$ share towards the north of about 1 $\frac{1}{2}$ seers kurakkan sowing extent of Wiragalagawatta of about 3 seers kurakkan sowing extent, situate at Kahatagahamada.
5. An undivided $\frac{1}{2}$ share of Migahamulawatta of about 1 timba kurakkan sowing extent, situate at Kahatagahamada.
6. Pahalawelakumbura of yelamuna paddy sowing extent, situate at Kahatagahamada.
7. Galagawakumbura of 3 pelas paddy sowing extent, situate at Ambahenwela.
8. Pitawilikumbura of 12 lahas paddy sowing extent, situate at Wediyala.
9. Veralugaskotuwakumbura of 1 pela paddy sowing extent, situate at Wediyala.
10. The field called Ambahenwela of 1 pela paddy sowing extent, situate at Wediyala.
11. An undivided $\frac{1}{2}$ share of Migahamulawatta of 4 seers kurakkan sowing extent, situate at Kahatagahamada.
12. An undivided $\frac{6}{10}$ shares of Gansuriyagawatta of 6 seers kurakkan sowing extent, situate at Kahatagahamada.
13. Hitinawatta of 6 seers kurakkan sowing extent, situate at Kahatagahamada.
14. The land called Egodawatta of 6 seers kurakkan sowing extent, situate at Kahatagahamada.
15. Pahalawelekongahamulakumbura of 1 pela paddy sowing extent, situate at Kahatagahamada.
16. An undivided $\frac{1}{2}$ share of the land called Migahamulawatta of 4 seers kurakkan sowing extent, situate at Kahatagahamada.
17. Kosgahamulawatta of 4 seers kurakkan sowing extent, situate at Kahatagahamada.
18. The field called Pahalawela of 1 pela paddy sowing extent, and its adjoining Migahamulawatta of about 1 laha kurakkan sowing extent, situate at Kahatagahamada.
19. Polgahamulakumbura of 2 pelas paddy sowing extent, situate at Wediyala.
20. The field called Ihalawela of 1 pela paddy sowing extent, situate at Kahatagahamada.
21. An undivided $\frac{1}{16}$ share of the field called Ihalawela of about 3 amunams paddy sowing extent, situate at Kahatagahamada.
22. Kahatagahamulawatta of about 3 seers kurakkan sowing extent, situate at Kahatagahamada.
23. An undivided $\frac{1}{2}$ share of Pahalawelakumbura of 2 pelas paddy sowing extent, situate at Kahatagahamada.
24. An undivided $\frac{1}{2}$ share of Wewakumbura of 1 amunam paddy sowing extent, situate at Kahatagahamada.
25. An undivided $\frac{1}{2}$ share of Kolongahamulawatta of about 3 lahas kurakkan sowing extent, situate at Kahatagahamada.
26. Padigalagawahena of about 12 lahas kurakkan sowing extent, situate at Wediyala.
27. Migahamulawatta of about 6 seers kurakkan sowing extent, situate at Kahatagahamada.
28. Pahalawela of 3 amunams paddy sowing extent, situate at Kahatagahamada.

For further particulars please apply to V. I. V. Gomis, Esq., Proctor, Kurunegala, or to me :

September 30, 1919.

T. B. AMUNUGAMA,
Auctioneer.**Auction Sale.**

In the District Court of Kurunegala.

Hetti Araccige Herat Perera Appuhamy of Kurunegala.....Plaintiff.

No. 7,326. Vs.

Nan Ediri Araccillage Appuwa of Konpola, in Tiragandahaye korale.....Defendant.

UNDER the decree entered in the above case and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties by public auction at the respective spots :—

On Saturday, November 1, 1919, commencing at 10 A.M.

1. An undivided $\frac{1}{2}$ shares of the field called Gammasawa of yelamuna paddy sowing extent, of its adjoining Elhena of about 1 timba kurakkan sowing extent, and of Potugollehena of about 3 lahas kurakkan sowing extent, situate at Makuloluwa, in Reko pattu korale, together with everything appertaining thereto.

2. Kalaotuwarehena of about 1 timba kurakkan sowing extent, situate at Makuloluwa aforesaid, with everything appertaining thereto.

On the same day, commencing at 2.30 P.M.

3. Polgahakumbura of 1 pela paddy sowing extent, situate at Konpola aforesaid, together with everything thereon.

For further particulars please apply to V. I. V. Gomis, Esq., Proctor, Kurunegala, or to me :

September 30, 1919.

T. B. AMUNUGAMA,
Auctioneer.**Auction Sale.**

In the District Court of Kurunegala.

Hetti Aratchige Herat Perera Appuhamy of Kurunegala.....Plaintiff.

No. 7,563. Vs.

(1) Hetti Aratchige Herat Perera Appuhamy of Kurunegala, the administratrix of the intestate estate of the late Dingiri of Konpola, deceased, (2) Nan Ediri Araccillage Appuwa, (3) ditto Singha, both of Konpola in Tiragandahaye korale.....Defendants.

UNDER and by virtue of the decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property declared bound and executable under the said decree, viz :—

On Saturday, November 1, 1919, commencing at 3 P.M.

1. Helembagollehena, now a garden of 3 lahas kurakkan sowing extent, situate at Konpola, together with the plantations and everything thereon.

2. Vegollemadekalagahamulahena, now a garden of 2 lahas kurakkan sowing extent, situate at Konpola aforesaid, together with everything thereon.

3. Vegollemadehena, now a garden of about 1 timba kurakkan sowing, situate at Konpola aforesaid, with everything standing thereon.

For further particulars please apply to V. I. V. Gomis, Esq., Proctor, Kurunegala, or to me :

September 30, 1919.

T. B. AMUNUGAMA,
Auctioneer.**Auction Sale.**

In the District Court of Kurunegala.

Ranatunga Jayasekera Korallage Abraham Perera Appuhamy of Asgriya.....Plaintiff.

No. 7,472. Vs.

Halwelle Durayalage Ukkuwa Duraya of Wennoruwa, in Udukaha korale east.....Defendant.

UNDER the decree entered in the above case and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned

properties by public auction, at the respective spots, on October 31, 1919, commencing at 3 P.M. :—

1. An undivided $\frac{1}{2}$ share of Pallewelahena of about 6 seers kurakkan sowing extent.
2. Welihena of 3 lahass kurakkan sowing extent.
3. The land called Etikiriya-gollewatta, in extent 7 lahass kurakkan sowing, all situate at Wennoruwa aforesaid.

For further particulars please apply to F. F. J. Edirisinghe, Esq., Proctor, Kurunegala, or to me :

T. B. AMUNUGAMA,
Auctioneer.

September 30, 1919.

Auction Sale of a Valuable Property at Dematapitiya, in Chilaw District.

UNDER decree in case No. 6,140, D. C., Chilaw, entered in favour of the plaintiff, Kumarasinghe James Gunaratne Appuhamy of Dematapitiya, against the defendants (1) Manchanayake Madalige Appuhamo Appuhamy, Police Headman, and (2) Kumaragamage alias Kumarawickramasinghe Sarna Nona Hamine, both of Dematapitiya, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property by public auction, at the spot, on Saturday, October 25, 1919, to wit :—

At 9 A.M.

The land bearing A 107, situate at Dematapitiya, in Medapalata of Pitigal korale, in the District of Chilaw; and bounded on the north by the land of Wijeyasinghe Aratchige Juwanis Appuhamy, east by lands appearing in plans Nos. 103,420 and 103,423, south by land appearing in plan No. 103,421, and west by land appearing in plan No. 103,451, containing in extent 4 acres and 4 perches, together with the plantations and buildings thereon.

Further particulars from J. A. Corea, Esq., Proctor, Supreme Court, Chilaw; or—

Chilaw, October 1, 1919.

S. P. ABEYAKOON,
Auctioneer.

Auction Sale.

In the District Court of Chilaw.
Receival Victor James Weerappah of Marlborough House, Slave Island, Colombo. . . . Substituted plaintiff.
No. 5,936.

- (1) Vendakoon Mudianselage Hendrick Appuhamy of Mawila, (2) Madalige Hezage Anagihamy, (3) Pannara Mudianselage Kandappu, both of Yakarahawatta, in Yatikaha korale, Kurunegala District. . . . Defendants.

UNDER and by virtue of the commission issued to us in the above case, we shall sell the under-mentioned properties by public auction, at the respective spots, on Saturday, October 18, 1919, commencing at 3.30 P.M. :—

1. The undivided $\frac{1}{2}$ shares of Kolongahamullewatta, situate at Narangala, in Yatikaha korale of Katugampola

hatpattu, in the District of Kurunegala, containing in extent about 5 lahass of kurakkan sowing soil.

2. The undivided $\frac{1}{2}$ shares of the garden called Thalgha-mulawatta, situate at Yakarawatta, in Yatikaha korale aforesaid, containing in extent about 4 lahass of kurakkan sowing soil.

C. RAJARATNAM,
for The Chilaw Agency.

Chilaw, September 29, 1919.

Auction Sale.

In the District Court of Chilaw.
Moona Rawanna Mana Avichari Chetty of Munnesweram. . . . Plaintiff.
No. 6,131. Vs.

Peththa, son of Rankothpedige Hapua Duray of Karavita-agara. . . . Defendant.

UNDER and by virtue of the commission issued to us in the above case, we shall sell the under-mentioned properties by public auction, at the respective spots, on Monday, October 20, 1919, commencing at 3.30 P.M. :—

1. The garden called Kajugahawatta with the coconut trees and all the productive trees standing, including the buildings thereon, situate at Karavita-agara, containing in extent 5 acres more or less, as secondary mortgage.
2. The garden called Kajugahawatta alias Kahata-gahawatta with the coconut and all other productive trees standing thereon, situate at Karavita-agara aforesaid, containing in extent 7 acres more or less.

C. RAJARATNAM,
Chilaw, September 29, 1919. for The Chilaw Agency.

Application for Enrolment as a Notary Public.

I, HETTIGE DON FRANCIS SAMARANAYAKE, Nagoda, in the Ragam District of Puttalam korale, do hereby give notice in terms of rule 2 of the Schedule I, B. to the Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General to be admitted and enrolled a Notary Public to practise in the Sinhalese language in the District of Kandy.

September 30, 1919. H. D. F. SAMARANAYAKE.

Application for Enrolment as a Proctor.

I, ALBERT EDWARD STRONG, Proctor of the District Court of Puttalam, do hereby give notice that, at least six weeks hence, I shall apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be enrolled a Proctor of the said Court.

Puttalam, September 25, 1919. A. E. STRONG.

MISCELLANEOUS DEPARTMENTAL NOTICES.

(Continued from page 2086.)

Rinderpest.

WHEREAS by proclamation dated September 17, 1919, published in the *Government Gazette* No. 7,054 of September 26, 1919, the premises bearing assessment No. 104, situated at Modera street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 25, 1919.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon, Colombo, September 29, 1919.

Rinderpest.

WHEREAS by the under-mentioned proclamations the areas referred to therein were declared infected areas, and whereas rinderpest no longer exists in the said

areas, they are hereby declared free from rinderpest and to be no longer infected areas :—

Proclamations referred to.

(1) Proclamation dated August 4, 1919, published in the *Gazette* No. 7,042 of the 8th idem, relating to Sogama estate in Pussellawa.

(2) Proclamation dated August 15, 1919, published in the *Gazette* No. 7,045 of 22nd idem, relating to New Peacock estate in Pussellawa.

(3) Proclamation dated August 26, 1919, published in the *Gazette* No. 7,050 of September 5, 1919, relating to Pitakanda Group in Pussellawa.

(4) Proclamation dated August 26, 1919, published in the *Gazette* No. 7,050 of September 5, 1919, relating to Black Forest estate in Pussellawa.

This declaration is to take effect from the date hereof.

Kandy Kacheheri,
September 25, 1919.

A. W. METZELING,
for Government Agent.

Foot-and-Mouth Disease.

WHEREAS by proclamations dated June 27 and July 22, 1919, published in the *Gazettes* Nos. 7,031 and 7,041 of July 4 and August 1, 1919, respectively, certain portions of the town of Kurunegala were declared infected areas, and whereas foot-and-mouth disease no longer exists in the said areas, they are hereby declared free from foot-and-mouth disease and to be no longer infected areas.

Kurunegala Kachcheri,
September 23, 1919.

C. R. CUMBERLAND,
Government Agent.

Infected Areas.

NOTICE is hereby given that the following areas declared infected under section 5 (1) and (2) of Ordinance No. 25 of 1909, and proclaimed in the *Government Gazettes*, are now free from disease and are no longer infected areas:—

Village.	Date of Proclamation. 1919.	No. and Date of Gazette in which the Proclamation is published.
Kuruwiti korale in Uda pattu.		
Ekneligoda	.. April 12	7,006 of April 17, 1919, Part I., page 1042
Udakada	.. April 30	7,010 of May 9, 1919, Part I., page 1177
Kuruwita and Tambiliyana	.. June 9	7,019 of June 13, 1919, Part I., page 1357

Village.	Date of Proclamation. 1919.	No. and Date of Gazette in which the Proclamation is published.
Halpe and tulpe	Ki- July 26	7,041 of August 1, 1919, Part I., page 1707
Patagama	.. August 6	7,044 of August 15, 1919, Part I., page 1773
Weralupe	.. August 19	7,045 of August 22, 1919, Part I., page 1799

Atakalan korale in Meda pattu.

.. May 26 7,014 of May 30, 1919, Part I., page 1284

Atakalan korale in Kandawel and Tambagam pattus.

.. May 26 7,014 of May 30, 1919, Part I., page 1284

Atakalan korale in Pannil-pattu.

Atakalanpanne May 26 7,014 of May 30, 1919, Part I., page 1284

Kolonna korale in Diyapotagam pattu.

Embilipitiya May 26 7,014 of May 30, 1919, Part I., page 1284

Ratnapura Kachcheri,
September 25, 1919.

E. RODRIGO,
for Government Agent.

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

Notice regarding Local Option re Toddy Taverns.

IT is hereby notified for public information that, I, Charles Stewart Vaughan, Government Agent of the Central Province, in exercise of the powers vested in me by rule 5 of the Excise Notification No. 87 of March 12, 1919, have fixed the under-mentioned dates, times, and places for recording votes for the purpose of ascertaining whether 75 per cent. of the tax-paying inhabitants of the areas served by toddy taverns in (1) Ward No. 5 of the Kandy Municipality, (2) Wattegama (3) Tundeniya, (4) Uduwawala are opposed to the existence of toddy taverns within such areas:—

Taverns.	Date.	Time.	Place.	Areas served by the Taverns.
1 Haloluwa, Mulgam-pola, Deiyannewela	October 25, 1919	.. 8 A.M. to 12 noon, 1.30 P.M. to 6 P.M.	(1) The Kachcheri, Kandy, (2) C. M. S. School, Getambe	Ward No. 5 of the Kandy Municipality
2 Wattegama	.. October 27, 1919	.. 9 A.M. to 12 noon	Village Tribunal Court-house, Wattegama	Within the Sanitary Board limits of Wattegama
3 Tundeniya	.. November 1, 1919	.. 2 P.M. to 4 P.M.	Boys' Vernacular School at Kahawatta	Wewetenna village, Kahawatta village, Tundeniya village
4 Uduwawala	.. November 18, 1919	.. 9 A.M. to 12 noon, 1 P.M. to 4 P.M.	Ambalama at Hinagama	Yatiwawala wasama, Kendadeniya wasama, Haloluwa wasama

The Kachcheri,
Kandy, September 29, 1919.

C. S. VAUGHAN,
Government Agent.

Notice under Excise Notification No. 87 of March 12, 1919.

WHEREAS objections have been received by me from 25 per cent. of the tax-paying inhabitants of the areas served by (1) Gevilipitiya, (2) Hungampola, (3) Yatanwela, and (4) Hapugastenna toddy taverns against the existence of toddy taverns within such areas: I, George Frederick Reginald Browning, Assistant Government Agent of the Kegalla District, do fix the following dates, times, and places at which votes will be recorded for the purpose of ascertaining whether 75 per cent. of such tax-paying inhabitants are opposed to the existence of such taverns:—

Tavern.	Date.	Time.	Place.	Areas served by the Tavern.
Gevilipitiya	.. Oct. 22, 1919	.. 2 P.M. to 4 P.M.	Government school, Dippitiya	Budawatta, Dippitiya, Gevilipitiya, Mawatugoda, and Tawalangoda in Dippitiya wasama, Kalwana in Nikapitiya wasama, Moragammana and Getaberiya in Hatgampola wasama
Hungampola	.. Oct. 24, 1919	.. 2 P.M. to 5 P.M.	Buddhist school, Hungampola	Gurullewela, Halmessa, Hungampola, Morantota, and Rotuwa in Rotuwa wasama, Hapuwita Pallegama in Godigomuwa wasama
Hapugastenna	Oct. 23, 1919	.. 1 P.M. to 5 P.M.	Dharmasalawa at Wattarama	Batuwatta, Yattattawela, Pitawela, Godapola, Helamada, Iriyamaditta, Hapugastenna, and Pallewela in Godapola wasama, and Ambuwangala in Kandegedera wasama
Yatanwela	.. Oct. 28, 1919	.. 9 A.M. to 12 noon, 2 P.M. to 5 P.M.	Village Tribunal courts at Ruwanwella	Wendala, Yatanwela, Karawdeniya, in Wendala wasama, Morawatta and Erapolamulla in Bopetta wasama, and Nikawalamulla in Magammana wasama

The Kachcheri,
Kegalla, September 26, 1919.

G. F. R. BROWNING,
Assistant Government Agent.

Ceylon Government Railway.—Comparative Statement of Goods Traffic for the Month of July, 1919.

Particulars of Goods conveyed.	Month ended	Month ended	Increase in 1919.	Decrease in 1919.	Nett Increase or Decrease from October 1, 1918, to July 31, 1919.	
	July 31, 1918.	July 31, 1919.			Increase in 1918 to 1919.	Decrease in 1918 to 1919.
	Tons.	Tons.	Tons.	Tons.	Tons.	Tons.
Kerosine oil ..	333	423	90	—	—	29
Rubber ..	2,311	2,921	610	—	2,427	—
Rice ..	13,435	21,257	7,822	—	—	4,220
Tea ..	10,244	9,833	—	411	7,038	—
Cacao ..	96	198	102	—	674	—
Coconut produce ..	7,087	8,494	1,407	—	—	3,355
Fruit and vegetables ..	1,684	1,976	292	—	—	1,624
Tea and rubber packing ..	1,127	1,533	406	—	3,444	—
Plumbago ..	904	492	—	412	—	3,637
Bulk petroleum ..	601	565	—	36	—	586
Liquid fuel ..	1,144	1,320	176	—	377	—
Manure ..	8,948	8,014	—	934	2,946	—
Other goods ..	27,930	29,452	1,522	—	—	18,103
Railway material (open line) ..	4,237	6,604	2,367	—	—	7,238
Railway material (extensions) ..	473	45	—	428	—	1,889
Breakwater material ..	600	474	—	126	248	—
Foreign traffic ..	11,178	2,390	—	8,788	—	99,532
Total ..	92,332	95,991	14,794	11,135	17,154	140,213

Colombo, September 26, 1919.

D. McMILLAN,
Acting General Manager.

ABSTRACTS OF SEASON REPORTS.

SEASON REPORTS FOR THE MONTH OF AUGUST, 1919.

CENTRAL PROVINCE.

KANDY DISTRICT.

Paddy cultivation—yala: harvesting. Maha: fields sown and in plants.

Dry grain cultivation—yala: harvesting. Maha: hill paddy chenas in plant.

Rainfall: satisfactory.

Prospect of crop: good.

Health of people: satisfactory.

Health of cattle: few cases of rinderpest and hoof disease occurred at Udapalata and Pata Dumbara respectively.

Coconut cultivation: crops fair.

Prices of staple articles: imported rice sold at controlled prices; country rice, Rs. 10 to Rs. 11.50 per bushel; paddy, Rs. 4 to Rs. 5 per bushel; kurakkan, Rs. 5 to Rs. 9 per bushel; coconuts, Rs. 6 to Rs. 9 per 100 nuts.

SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

SPECIFICATION.—Irrigation Works, Eastern Province.

SUPPLEMENTARY specification showing lands found to be capable of irrigation by Sakamam-Vammiyadi Scheme, in addition to the specification published in *Government Gazette* No. 6,753 of November 5, 1915, the names of proprietors, and the contributions payable in respect of each land.

Land which has to pay a construction rate of Re. 1 per acre per annum for fifteen years from January 1, 1919, and a maintenance rate of Re. 1.50 per acre per annum for the year 1919 only. (This maintenance rate to be re-assessed for 1920.)

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.			Charge for Construction.	Charge for Maintenance.	Area exempted.	Amount exempted.	No. and Date of Colonial Secretary's Letter authorizing Exemption, and Amount of Exemption granted.	Total due.	
				A.	R.	P.							Rs.
185	5971	Velankadu	N. D. N. Karuvaltamby of Navatkuda	10	2	14	10	59	15	88	—	26	47

AMENDED SUMMARY.

	Extent.			Construction Rate.	Maintenance Rate.
	A.	R.	P.			Rs.	c.
Total in specification	2,933	0	33	1,446	4,398
Exemptions	166	1	35	317	476
Crown lands	22	1	11	—	—
Crown lands (unsurveyed)	130	0	0	—	—
Area paying rate	2,614	1	27	1,129	3,921

Batticaloa Kachcheri,
July 29, 1919.R. A. G. FESTING,
Government Agent.

SPECIFICATION.—Irrigation Works, North-Central Province.

SUPPLEMENTARY specification showing lands found to be capable of irrigation by Bassawakulan, in addition to the specification published in *Government Gazette* No. 6,837 of November 24, 1916, the names of proprietors, and the contributions payable in respect of each land.

Lands to pay a rate of Re. 1 per acre per annum, to be revised in 1924.

Final village plan 524, Name of allotment of land or field—Pankuliya. Date of sale—1915.

No.	No. of Lot or Survey Reference.	Name of Owner.	Extent.			Amount due.		Area exempted.			Amount exempted.	No. and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.	
			A.	R.	P.	Rs.	c.	A.	R.	P.			A.	R.	P.	Rs.	c.
192	1A	Coorey Appuhamy	6	0	0	6	0	—	—	—	—	—	6	0
193	5	Don Eugene Appuhamy	3	2	38	3	74	—	—	—	—	—	3	74
194	8	V. Murugesu	0	0	16	0	10	—	—	—	—	—	0	10
195	10	K. Mookkan	2	2	3	2	52	—	—	—	—	—	2	52
196	13	Naranvitta Unnanse	1	0	4	1	3	—	—	—	—	—	1	3
197	15	Do.	0	2	27	0	67	—	—	—	—	—	0	67
198	17	Do.	0	1	26	0	41	—	—	—	—	—	0	41
199	18	V. Murugesu	8	1	18	8	36	—	—	—	—	—	8	36
200	23	A. Vyramuttu	0	3	21	0	88	—	—	—	—	—	0	88
201	24	Do.	1	1	8	1	30	—	—	—	—	—	1	30
			25	0	1	25	1					25	1	

The balance area of lot 1A, viz., 89 acres 1 rood and 3 perches, to be taken on specification in 1920. The rate on this specification is to take effect from January 1, 1919.

AMENDED SUMMARY.

	Private Lands.			Crown Lands.			Amount due.	
	A.	R.	P.	A.	R.	P.	Rs.	c.
In amendment specification published in <i>Government Gazette</i> No. 6,937 of April 12, 1918	776	0	31	290	0	32	776	26
By this supplementary specification add	25	0	1	—	—	—	25	1
	801	0	32	290	0	32	801	27
Deduct exemptions	92	3	32	—	—	—	92	97
Total private lands paying rate	708	1	0	—	—	—	708	30
Total area in specification	1,091	1	24					

Anuradhapura Kachcheri,
December 13, 1918.

H. R. FREEMAN,
Government Agent.

SPECIFICATION.—Irrigation Works, Province of Uva.

AMENDMENT to the specification of lands under Kudawewa, in Bintenna, published in *Government Gazette* No. 6,954 of July 5, 1918, the names of proprietors, and the contributions payable in respect of each land. Lot 6209 in preliminary plan 1,943 under serial No. 41 in specification published in *Government Gazette* No. 6,954 of July 5, 1918, is hereby cancelled, and the following lots are substituted.

Rate, 50 cents per acre per annum for the present for the upkeep of masonry works only, and subject to revision.

Preliminary plan 1,919. Name of owner—Wawanna Pana Mahammadu Arachchi. Date of sale—February 24, 1919.

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Extent.			Amount sold for.		Amount paid to Date.		Amount due.		Area exempted.		Amount exempted.		No. and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.	
			A.	R.	P.	Rs.	c.	Rs.	c.	Rs.	c.	A.	R.	P.	Rs.		c.	Rs.	c.
88	6	Dambagahakumbura	1	3	37	79	26	79	26	1	0	—	—	—	—	—	1	0
89	7	Do.	1	2	30	67	50	67	50	0	84	—	—	—	—	—	0	84
			3	2	27					1	84					1	84	

AMENDED SUMMARY.

	Extent.			Amount due.	
	A.	R.	P.	Rs.	c.
(1) Area paying a perpetuity rate of 50 cents per acre per annum for the upkeep of masonry works only	126	2	39	63	65
(2) Area paying a rate of 50 cents per acre per annum for the present for the upkeep of masonry works only and subject to revision	15	1	0	7	67
(3) Crown land	39	0	32	—	—
Total	181	0	31	71	32

Badulla Kachcheri,
June 23, 1919.

L. W. C. SCHRADER,
Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on August 16, 1919, at 8.30 a.m., in accordance with Notice dated August 12, 1919.

Present: The Hon. Mr. C. S. Vaughan, Chairman; Mr. E. Beven, Mr. C. A. LaBrooy; Dr. Allan de Saram; Mr. J. C. Ratwatte; Mr. L. H. S. Pieris; Dr. J. W. S. Attygalle; Mr. F. L. Goonewardena; and Mr. P. M. Bingham.

1. The Minutes of Proceedings of the Meeting held on July 26, having been previously submitted to the Chairman for his approval, and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted:—

- (a) Statement of receipts and disbursements from close of 1918 to July 31, 1919, on account of the Municipal Fund.
- (b) Progress report of works brought up to the same date.
- (c) Health Officer's report for July.
- (d) Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of July.
- (e) The reservoir readings for July.

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

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

4. Correspondence:—

(1) Letter No. 25 of July 28, 1919, from the Hon. the Colonial Secretary acknowledging receipt of letter forwarding message of congratulation addressed to His Majesty the King on the conclusion of peace.—Read.

(2) Letter of July 26, 1919, from Mrs. Martin Smith, President, Young Women's Christian Association, asking for a contribution towards building a kitchen for the Young Women's Christian Association.—Resolved that application be made to Government for sanction to contribute a sum of Rs. 150 towards working the soup kitchen.

(3) Letter No. 24 of August 14, 1919, from the Hon. the Colonial Secretary intimating that His Excellency the Governor has been pleased to order that lot 10 in preliminary plan 6,871, in extent 15.52 perches (Palladeniya land at Ward street), be vested in the Municipal Council, Kandy.—Read.

5. Pursuant to notice, Dr. Attygalle was to have moved the following resolution which stood in his name:—
“That some arrangements be made either by contract or otherwise with the Colombo Gas and Water Company to enable the rate-payers and institutions obtaining electric lighting.”

On the Chairman's suggestion it was agreed that Government be asked to request the Director of Public Works to advise the Council on the subject of the renewal of their contract for electric lighting with the Colombo Gas and Water Company, and the resolution was accordingly withdrawn.

6. Report of the Finance Committee on certain paragraphs of the report of the Colonial Auditor for 1918 to which attention had been drawn by Colonial Secretary's letter No. 10 of May 2, 1919.

Mr. Goonewardene moved that the report be adopted. Dr. Attygalle seconded.—Carried.

7. Report of the Special Committee on the Kandy public market.

Mr. Beven moved that the report be adopted. Mr. Ratwatte seconded.—Carried by 7 to 2.

Ayes.—The Chairman, Mr. Beven, Mr. LaBrooy, Dr. de Saram, Mr. Ratwatte, Mr. Pieris, Mr. Bingham. *Noes.*—Dr. Attygalle, Mr. Goonewardene.

8. Recommendations of Standing Committees:—

Law and General Subjects.

(1) That a vote of Rs. 50 be taken to cover tax for 1919 on the motor vehicles kept by the Medical Officer of Health and the Superintendent of Works.

Markets and Sanitation.

(2) That tenders be called for for a year from January 1, 1920, for the privilege to collect daily rents from the public market.—Resolved that the recommendations be adopted.

Finance and Assessment.

(3) That the salary of the Superintendent of Sanitation be raised from Rs. 2,400 to Rs. 3,000, with effect from July 1, 1919.

Mr. Goonewardene moved that the recommendations be not adopted. Dr. Attygalle seconded.

On Mr. Pieris's suggestion it was agreed to circulate the papers and bring up the matter at the next meeting of Council.

(4) That rain coats be purchased for the Inspectors at the enhanced price of Rs. 42.50.

(5) That the sum of Rs. 4.30 be paid to substitute employed during the absence of two peons on sick leave in June, 1919.

Municipal Works.

(6) That the estimate of Rs. 500 for constructing drain at the junction of Hill street and Brownrigg street be approved.

(7) That a standpost be allowed within Mr. Missier's premises on his paying cost of installation and signing an agreement to pay for excess water consumed over the free allowance he is entitled to on the aggregate annual values of the tenements.

(8) That under section 18 (4) of Ordinance No. 19 of 1915 the street lines for that section of Brownrigg street that lies between King street and Colombo street be defined as indicated in plan by Superintendent of Municipal Works dated July 26, 1919.—Resolved that the recommendations be adopted.

9. Papers re proposed extension of the water service to Peradeniya Gardens.—Resolved that Government be asked whether the Director of Public Works (i.) can give an assurance that the extension would not prejudice the supply of water to the area now served; (ii.) is of opinion that the existing reservoir is sufficient to supply standposts for the supply of water to the public between 69½ milepost and Peradeniya in addition to the 8,000 gallons per diem in question.

10. To consider the question of granting a temporary increase of salaries to Municipal Officers on the same scale as that granted to Government Officers.—Resolved that a Special Committee consisting of Messrs. Beven, Goonewardene, Dr. Attygalle, and the Chairman be appointed to report on the matter.

11. The Chairman's Administration Report for 1918.—Tabled.

Confirmed this 20th day of September, 1919 :

C. S. VAUGHAN,
Chairman.

Statement of Receipts and Disbursements, January 1 to August 31, 1919.

RECEIPTS.	Estimated Revenue for 1919.	Actual Receipts; Jan. 1 to Aug. 31, 1919.	DISBURSEMENTS.	Estimated Expenditure for 1919.	Actual Disbursement, Jan. 1 to Aug. 31, 1919.
REVENUE.			EXPENDITURE.		
No. 1.—GENERAL REVENUE AND ASSESSMENT RATE ACCOUNT.			No. 1.—GENERAL REVENUE AND ASSESSMENT RATE ACCOUNT.		
Consolidated rate—			Secretariat ..	35,778 43	24,872 4
(a) Assessment rate ..	73,300 0	53,192 93	Health Department ..	85,699 68	46,858 91
(b) Water-rate ..	33,100 0	19,235 47	Works Department ..	67,549 21	35,183 71
Taxes ..	21,257 0	26,176 30	Public market ..	5,514 0	3,039 41
Tolls ..	27,237 50	3,315 73	Slaughter-house ..	2,584 0	1,724 13
Licenses and stamp duties—			Cemetery ..	1,410 0	974 19
(a) Licenses ..	2,525 0	2,030 0	Municipal Court ..	1,508 0	925 0
(b) Stamp duties ..	13,513 0	5,310 0	Municipal school ..	1,542 0	1,130 80
Public market ..	26,150 0	16,570 81	Government loans ..	6,561 50	3,280 75
Slaughter-house ..	8,050 0	6,223 69	Pensions ..	1,447 66	965 4
Conservancy ..	22,200 0	15,314 33	Miscellaneous services—		
Judicial fines ..	3,750 0	2,412 76	(a) Police ..	30,000 0	15,000 0
Water service ..	8,850 0	7,714 69	(b) Street lighting ..	28,245 0	18,544 19
Miscellaneous receipts ..	17,325 0	10,149 5	(c) Miscellaneous ..	19,951 63	10,242 52
Arrears of water-rate under Ordinance No. 18 of 1884 ..	5,600 0	9,197 48			
Revenue No. 1 Account ..	262,857 50	176,843 24	Expenditure No. 1 Account ..	287,791 11	162,740 69
No. 2.—WATER-RATE ACCOUNT.			No. 2.—WATER-RATE ACCOUNT.		
Water-rate ..	—	—	Balance of principal of water-works loan on December 31, 1918, repaid ..	—	65,180 2
Water service ..	—	—	Interest on balance of loan from January 1 to February 9, 1919 ..	—	285 72
Miscellaneous receipts ..	—	—	Expenditure No. 2 Account ..	—	65,465 74
Revenue No. 2 Account ..	—	—	Total Expenditure ..	287,791 11	228,206 43
Total Revenue ..	262,857 50	176,843 24			
Deposits ..	—	835 46	Deposits ..	—	896 98
Advances ..	—	7,000 43	Advances ..	—	13,028 59
Stall rent securities ..	—	157 50	Stall rent securities ..	—	227 50
Municipal Court fines, awards ..	—	1,647 0	Sundry securities ..	—	500 0
Lettering vehicles, fees ..	—	139 50	Municipal Court fines, awards ..	—	1,375 75
Cheques returned by bank uncashed ..	—	769 48	Lettering vehicles, fees ..	—	137 0
Municipal stores ..	—	10,469 32	Petty cash imprest ..	—	300 0
Advance on account of war loan ..	—	1,027 50	Cheques returned by bank uncashed ..	—	769 48
Riot fund—Assessment rate ..	—	57 62	Municipal stores ..	—	9,895 62
Do. Commutation rate ..	—	3 0	Riot fund—Cost of collection ..	—	17 39
			Do. Assessment rate, refunds ..	—	2 61
Total Receipts ..	198,950 5	198,950 5	Total Disbursements ..	255,357 35	255,357 35
Cash balance on January 1, 1919 ..	198,178 4	198,178 4	Cash balance on August 31, 1919 ..	136,770 74	136,770 74
Grand Total ..	392,128 9	392,128 9	Grand Total ..	392,128 9	392,128 9

Kandy, September 15, 1919.

E. B. PEIRIS,
Accountant.

Balance Sheet, August 30, 1919.

LIABILITIES.		Amount.	Total.	ASSETS.		Amount.	Total.	
	Rs.	c.	Rs.	c.		Rs.	c.	
Deposits on account of—					Cash in Mercantile Bank—			
Stall rent securities	..	1,450	—	0	Fixed deposit ..	..	55,000 0
Sundry securities	..	4,584	50		Current account ..	..	41,770 74
Miscellaneous deposits	..	850	13				96,770 74	
			6,884	63				
Riot fund:—					Cash in National Bank—			
Personal tax ..	..	29,710	0		Fixed deposit ..	..	40,000 0
Property tax ..	..	13,020	85				136,770 74
			42,730	85	Advance to officers for purchase of			
Surplus:—					Ceylon war loan bonds—			
General revenue account—					Balance on Jan. 1, 1919 ..	..	1,112 50
	Rs.	c.			Less amount recovered ..	..	1,027 50
Surplus from 1918 ..	70,632	43					85 0	
Add revenue, Jan. 1 to					Loan to Social Service League for			
Aug. 31, 1919 ..	176,843	24			purchase of rice ..	—	3,000 0	
			247,475	67	Advances—Miscellaneous ..	—	3,028 16	
Less expenditure, Jan.					Petty cash imprest ..	—	300 0	
1 to Aug. 31, 1919 ..	162,740	69			Investment in Ceylon war loan bonds	—	200 0	
			84,734	98	Municipal stores ..	—	5,043 0	
Water-rate account—					Riot fund—			
Surplus from 1918 ..	121,363	35			Compensation for losses ..	..	34,743 30
Less expenditure, Jan.					Cost of collection of riot rates ..	..	4,745 2
1 to Aug. 31, 1919 ..	65,465	74			Interest on loan ..	..	2,332 85
			55,897	61			41,821 17	
			140,632	59				
			Total ..	190,248 7			Total ..	190,248 7

Kandy, September 15, 1919.

E. B. PEIRIS,
Accountant.

TRADE MARKS NOTICES.

Designs and Trade Marks.

Trading with the Enemy.

THE following Order by the Board of Trade is published for general information:—

Fees in respect of Designs and Trade Marks.

The Board of Trade, on behalf of His Majesty, and in pursuance of the powers reserved in the Trading with the Enemy Proclamations and all other powers thereunto them enabling, do hereby give and grant license—

(1) To all persons residing, carrying on business or being in the United Kingdom to pay—

- On their own behalf or on behalf of any person or persons residing, carrying on business, or being in the United Kingdom;
- On behalf of any person or persons residing, carrying on business, or being in any part of His Majesty's Dominions outside the United Kingdom who have been authorized to make such payments by the Government of that part of His Majesty's Dominions; and
- On behalf of any other person who has been authorized or is permitted to make such payments by the Government of the country in which such person resides, carries on business or is—

any fees necessary for obtaining the registration of Designs or Trade Marks or the renewal of such registration in an enemy country, and to pay to enemy agents their charges and expenses in relation to the matters aforesaid.

(2) To all persons residing, carrying on business, or being in the United Kingdom to pay on behalf of an enemy any fees payable on application for the registration of Designs or Trade Marks or the renewal of such registration—

- In the United Kingdom;
- In any part of His Majesty's Dominions outside the United Kingdom where the payment of such fees on behalf of an enemy has been authorized by the Government of that part of His Majesty's Dominions; and
- In any other country where the payment of such fees on behalf of an enemy has been authorized or is permitted by the Government of that country;

and to pay to—

- Agents in the United Kingdom (including themselves);

- Agents in any part of His Majesty's Dominions outside the United Kingdom who have been authorized by the Government of that part of His Majesty's Dominions to act on behalf of enemies in connection with the matters aforesaid; and
- Agents in any other country who have been authorized or are permitted by the Government of that country to act on behalf of enemies in connection with the matters aforesaid—

their charges and expenses, if any, in relation to the matters aforesaid.

H. LLEWELLYN SMITH,
A Secretary to the Board of Trade.

Dated this 4th day of July, 1919.

This Order rescinds the Board of Trade Order of July 15, 1918, and the direction of September 24, 1918, which appeared in the *Ceylon Government Gazette* of September 27, 1918.

Registrar General's Office, N. W. MORGAPPAH,
Colombo, September 23, 1919, Acting Registrar-General.

Application No. 1,570.

In compliance with the provisions of "The Trade Marks Ordinance, 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. H. W. Williams & Co., of 18, Chatham street, Colombo, have applied for the registration of the following Trade Mark in the name of Thomas Howse, Limited, Union Works, Smeeth, County of Stafford, England, Manufacturers, who claim to be the proprietors thereof, in respect of a preparation to form a lubricant and cutting agent for steel and brass in Class 50 in the Classification of Goods in the above-mentioned Regulations:—

SOLUOL

Registrar-General's Office, W. L. KINDERSLEY,
Colombo, September 2, 1919. Registrar-General.

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 Panadure (new area), 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 2nd quarter of 1919, will be sold by public auction at the premises on Monday, October 13, 1919, and following days, commencing at 10 A.M.

T. A. HODSON,
Assistant Government Agent.

The Kachcheri,
Kalutara, September 25, 1919.

No.	Name of Owner.	Name of Land. Portion of—
942	H. A. Peiris	Nidanmulawatta and house
950	D. C. Ruberu Jayatunga Appuhamy	Pelawatta and 2 houses
956	W. Daniel Fernando	Kongahawatta and house
967	S. M. Fernando	Ketakelagahawatta
976	J. Juwanis Gomis	Medagahawatta and house
986	T. Don Subaneris	Delgahawatta and 2 houses
1017	M. Marthelis Peiris	Masangahawatta and houses
1018	D. Dona Sarahamy and others	Masangahawatta
1026	P. Misi Nona and others	Uswatta and house
1032	W. Sedirishamy	Kiripellagahawatta and house
1035	I. Don Wijehamy	Delgahawatta
1053	K. Don Brampy and others	Gorakagahawatta
1063	Do.	Walakadayawatta
1087	K. Don Davith and others	Abarangewatta and house
1105	Don Bastian Kuruppu and others	Beligahawatta
1117	Mrs. Emaliya Ellapola	do.
1120	Don Bastian Kuruppu	do. and house
1127	E. T. Dissanayaka	Kahatagahawatta and Sakkuwawatta
1136	H. Caroline Fernando	Millagahawatta and others
1153	K. Don Julis Appu	Galpottewatta and house
1155	T. Don John Appuhamy	do.
1156	Y. Mendis Costa	do.
1180	Don Baron Thewarapperume	Kiripellagahawatta
1191	Do.	Tanipperumakumbura and house
1204	Estate of W. T. D. John Perera	Palutenagahawatta and house
1215	S. Maria Fernando and others	Kongahawatta
1217	M. Venohamy	Satuwawatta and 2 houses
1223	B. Francina Fernando	Siyambalagahawatta
1226	H. Pedrick Appuhamy	Galwettiyawatta
1244	N. Momis Fernando	Lunumidellagahawatta and house
1250	W. D. Perera and others	Madangahawatta and house
1261	Don Daniel and others	Kahatagahawatta and house
1277	Heirs of G. Haramanis Fonseka	Dawatagahawatta and house
1279	M. Manimel Fernando and others	do.
1280	Estate of M. Salman Fernando	do.
1303	M. M. Fernando and others	Dombagahawatta

No.	Name of Owner.	Name of Land.
1310	E. H. Fonseka	Gabiliawatta and house
1314	Do.	Gabiliawatta
1318	M. Jeremies Salgado	Mandadigewatta
1323	M. E. Apalonia Salgado	Liyangahawatta
1324B	Do.	do.
1326	M. M. Fernando and others	Ambagahawatta
1329	M. Sopohia Salgado	Meegahawatta and house
1335	M. Arnolis Perera	do.
1344	M. H. Charles Perera	Talangahawatta and house
1370	M. D. Fernando	Bulugahawatta and house
1386	W. A. Soysa	Ganewatta and house
1392	H. J. Soysa	Jambugahawatta and house
1410	B. S. Fernando and others	Kammalwatta and house
1411	W. S. Fernando	do.
1412	B. C. Perera	do.
1423	G. C. Fonseka	Uswatta, Delgahawatta, and house
1430	M. Perera	Ambagahawatta and house
1433	W. P. Fernando	Ambagahawatta
1436	K. R. Fernando	do.
1439	W. S. Fernando	do.
1440	D. W. Fernando	do.
1443	A. J. Perera and others	Delgahawatta and house
1453	L. Sophaya de Mel	Kammalwatta and house
1475	K. S. Fernando	Bandarawatta and house
1471	M. J. Salgado, Police Vidane	Delgahawatta and house
1495	W. J. Fernando and others	Pokunewatta and house
1496	M. S. Fernando	Pokunewatta
1507	W. P. Fernando	Godaporangahawatta
1515	W. S. Fernando and others	Kottambagahawatta
1518	W. S. Fernando	do.
1519	W. S. Perera	Karandagahawatta and house
1526	W. C. Fernando	Karandagahawatta
1528	W. H. Fernando	Karandagahawatta and house
1534	V. T. Peiris	Attalawatta and house
1535	T. S. Mendis	do.
1540	W. A. M. M. Soysa Jayatillaka	Bulugahawatta
1547	T. S. Fernando	Karandagahawatta
1550	A. N. Mendis	Rukgahawatta
1551	S. E. Fernando and others	Mandadigewatta
1557	C. Andradi	Godapitiyawatta
1559	P. M. Fernando and others	do.
1563	M. M. Coorey	Nugewatta
1568	Siman Fernando and others	Pannapahala Erabodugahawatta
1571	M. C. Fernando	Nugewatta
1577	M. Marikku Coorey and others	Gulugahawatta
1581	T. Selestina Fernando	Werehenewatta and house
1583	Do.	Nugewatta
1587	V. T. Peiris and others	Pannapahala Erabodugahawatta
1589	T. S. Fernando	Katukurundagahawatta and house
1590	W. C. Andradi and others	Katukurundagahawatta
1594	M. J. Fernando	Galawetimoderawatta
1595	M. M. Fernando and others	do.
1596	W. A. Fernando and others	do.
1598	M. M. Fernando and others	do.
1603	V. J. Peiris and others	do.
1607	H. C. Fonseka	do. and house

No.	Name of Owner.	Name of Land.	No.	Name of Owner.	Name of Land.
1608	M. C. Fernando	Galawetimoderawatta	1673	T. J. Fernando	Portion of—
1614	W. J. Soysa and others	Attalewatta	1675	T. A. Fernando	Galawetimoderawatta
1622	N. C. P. Fernando and others	Karandagahawatta and house	1698	W. S. Fernando	do. and house
1626	W. P. Fernando	Galawetimoderawatta and house	1702	M. J. Fernando	do. and house
1628	M. L. Fernando and others	do.	1714	Do.	do.
1629	W. S. Fernando and others	Galawetimoderawatta	1742	M. A. Peeris and others	Delgahawatta
1630	M. M. Fernando	do.	1751	M. J. Salgado	Galawetimoderawatta
1631	Do. and others	Galawetimoderawatta and house	1752	M. C. Perera	do. and house
1632	P. J. Fernando and others	Galawetimoderawatta	1757	W. S. Fernando and others	Pokunewatta
1635	T. S. Fernando	do.	1772	W. P. Fernando	Mahawatta
1637	W. J. Fernando and others	do.	1782	W. J. Fernando and others	Galawetimoderawatta
1642	Heirs of C. Soysa Jayatillaka	do.	1783	P. H. Dias, Police Vidane	do.
1643	W. L. Soysa	do.	1785	M. A. Perera	Two portions of Delgahawatta
1647	M. S. Fernando	do.	1786	G. Susew Fernando	Portion of—
1653	V. Bastian Peeris	Godaparagahawatta and 3 houses	1787	W. Francina Fernando	Galawetimoderawatta
1670	T. A. Fernando and others	Galawetimoderawatta	1811	P. Silvestry Peeris	do.

ROAD COMMITTEE NOTICES.

Sale of Ferry Rents.

NOTICE is hereby given that the Chairman of the Provincial Road Committee for the Western Province will receive tenders at the Colombo Kachcheri, at 12 noon, on Wednesday, October 15, 1919, for the purchase of the under-mentioned ferry rents of the Western Province, from January 1 to December 31, 1920.

Separate tenders should be made for the several rents as shown below. The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount in cash, and should the offer be accepted by the Chairman to furnish approved security for one-half of the purchase amount, or in cash for one-third of such amount, within thirty days of the date of the receipt by him of the notification of the Chairman's acceptance of his offer.

He will also be required to deposit money to pay the fees of the Committee's Proctor for examining and giving his opinion of the title deeds of properties tendered by him as security and for examining and for settling the security bond, and the fees charged by the Committee's Proctor for examining documents and drawing the security bond, the expenses of appraising the properties and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 22 of 1909, as amended by Ordinance No. 16 of 1917.

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

The Chairman reserves to himself the right, without question, of rejecting any or all tenders.

Further information can be obtained on application to the Chairman, Provincial Road Committee, Colombo.

TOLLS OTHER THAN THOSE ON THE TRUNK ROADS.

A.—Colombo District.

Toll at the Wewala ferry.

B.—Negombo District.

Toll at the Siduwa ferry.

C.—Kalutara District.

1. Toll at the Kitulgahawatta ferry.
2. Weralugastotupola *alias* Frocester ferry.

Provincial Road Committee, J. G. FRASER,
Colombo, October 1, 1919. Chairman.

The Branch Roads Ordinance, No. 14 of 1896.

WHEREAS an application has been made to the Provincial Road Committee of the Southern Province that the provisions of the Branch Roads Ordinance, No. 14 of 1896, be extended to that portion of the Bentota-Walallawiti korale of the District of Galle, Southern Province, lying between the Bentota river, the Opata District Road Committee road, and the Elpitiya-Pitigala District Road Committee road, for the construction, repair, and maintenance of the Ketapola-Omatta Village Committee road, the said Provincial Road Committee will on

Saturday, October 18, 1919, at 2 P.M., at the Kachcheri at Galle, proceed to define the limits of the district the estates in which will, if the said branch road be assented to by the proprietors of two-thirds of the acreage in such district, be assessed for the construction and maintenance of the said road. And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

Provincial Road Committee, R. B. HELLINGS,
Galle, September 22, 1919. Chairman.

Ellearawa-Pinnawala Road.

Extension under the Branch Roads Ordinance, No. 14 of 1896, from the 6½ milepost to 9 23·32 lines, a distance of 3 miles.

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 construction of 3 miles from the 6½ milepost to 9 23·32 lines of the Ellearawa-Pinnawala road, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 19 of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate in the district interested, as follows:—

(Estimate No. 93 of February 5, 1919.)

Government moiety	Rs. 81,350·00
Private contributions	Rs. 84,197·25
Total acreage, 2,814—Rate per acre, Rs. 29·92·0842c.	

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
The Ceylon Tea Company, Ltd. (Messrs. Whittall and Company, Agents)	Balangoda Group Maratenna Detanagala Pambagolla Pinnawala Cecilton	2,488	74,443	7
The Waleboda Tea and Rubber Co., Ltd. (The Galaha Ceylon Tea Estates Co., Ltd., Agents)..	Waleboda	256*	7,659	73
S. T. de Silva, Pine Hill estate, Pelpola, Kalutara	Ferndale and Sherwood	70*	2,094	45
			Total	84,197 25

* Cultivated.

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before November 5, 1919.

Provincial Road Committee, E. RODRIGO,
Ratnapura, September 22, 1919. for Chairman.