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Part I.—General.

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APPOINTMENTS, &c.

No. 264 of 1920.

WITH reference to the notification dated July 9, 1920, published in the *Government Gazette* of the same date, it is hereby notified that HIS MAJESTY THE KING has been graciously pleased to approve the provisional appointment of Mr. WILLIAM LORING KINDERSLEY as an Official Member of the Legislative Council, with effect from July 5, 1920, during the absence of the Hon Mr. CHARLES STEWART VAUGHAN on leave.

By His Excellency’s command,

Colonial Secretary’s Office, B. HORSBURGH,
Colombo, August 3, 1920. Acting Colonial Secretary.

No. 265 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments:—

Mr. R. B. NAISH to act as Assistant at Trincomalee to the Government Agent, Eastern Province; District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Trincomalee; Superintendent of the Trincomalee Prison; Additional

Superintendent of Police, Trincomalee; Local Authority under the Petroleum Ordinance for the District of Trincomalee; Assistant Collector of Customs, Landing Surveyor, and Receiver of Wrecks, Trincomalee; and Master Attendant, Trincomalee, with effect from August 9, 1920, until further orders.

Mr. P. C. NICHOLAS to act as Office Assistant to the Government Agent, Eastern Province; Additional Police Magistrate, Batticaloa; Assistant Superintendent of the Prison at Batticaloa; and Assistant Collector of Customs and Additional Receiver of Wrecks, Batticaloa, with effect from August 10, 1920, until further orders.

Mr. T. P. ATTYGALLE to act as Deputy, Inspector-General of Police (Provinces), and Justice of the Peace and Unofficial Police Magistrate for the Island, with effect from August 9, 1920.

Mr. H. J. LEIGH-CLARE to act as Secretary to the Food Controller and Additional Assistant Controller of Revenue, with effect from July 15, 1920, until further orders.

Mr. J. J. JACOB to act as Assistant Colonial Auditor, vice Mr. J. R. TOUSSAINT, from August 2, 1920, until the resumption of duties by that officer, or until further orders.

Mr. J. E. DE ZOYSA to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Negombo; Superintendent of the Negombo Prison; Additional Assistant Provincial Registrar for the District of Colombo; and Assistant Collector of Customs, Negombo, *vice* Mr. W. T. STACE, from August 7 to 15, 1920, or until the resumption of duties by that officer.

Mr. A. DE ABBREW to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kalutara, with effect from August 9, 1920, until further orders.

The Hon. Sir A. KANAGASABAI to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Jaffna, *vice* Mr. G. W. WOODHOUSE, from August 9 to 13, 1920, or until the resumption of duties by that officer.

Mr. A. ONDAATJE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, *vice* Mr. V. P. REDLICH, for four days from August 2, 1920, or until the resumption of duties by that officer.

Mr. S. FERNANDO to act as Commissioner of Requests and Police Magistrate, Panadure, *vice* Mr. V. COOMARASWAMY, on August 7 and 8, and from August 10 to 15, 1920, or until the resumption of duties by that officer.

Mr. N. I. LEE to act as Commissioner of Requests, Police Magistrate, and Municipal Magistrate, Kandy, *vice* Mr. A. N. HUTT, on August 5 and 6, 1920, or until the resumption of duties by that officer.

Mr. J. N. VETHAVANAM to act as Commissioner of Requests and Police Magistrate, and Municipal Magistrate, Kandy, *vice* Mr. A. N. HUTT, from August 11 to 13, 1920, or until the resumption of duties by that officer.

Mr. A. V. VAN LANGENBERG to act as Additional Commissioner of Requests, Gampola, on August 14, 1920.

Mr. S. KANAGASABAI to act as Commissioner of Requests and Police Magistrate, Jaffna, Kayts, and Mallakam, *vice* Mr. C. L. WICKREMESINGHE, from August 5 to 8, 1920, or until the resumption of duties by that officer.

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 August 7, 1920, or until the resumption of duties by that officer.

Mr. J. N. VETHAVANAM to act as District Judge and Additional Commissioner of Requests, Kandy, *vice* Mr. P. E. PIERIS, from August 8 to 15, 1920, or until the resumption of duties by that officer.

Mr. H. N. WOOD to be, in addition to his own duties, Assistant Superintendent of Prisons, Galle, from July 23, 1920, during the absence of Mr. P. N. BANKS from the station.

Mr. E. W. KANNANGARA, Cadet attached to the Batticaloa Kachcheri, to be, in addition to his own duties, Additional Assistant Superintendent of Police, Batticaloa, with effect from August 10, 1920, until further orders.

Mr. B. DE SARAM, Assistant Superintendent of Excise, Hatton Circle, to act as Assistant Commissioner of Excise, North-Western Division, Kandy, with effect from July 20, 1920.

Mr. T. V. SARAVANAMUTTU, Assistant Superintendent of Excise, Badulla Circle, to be Assistant Superintendent of Excise, Hatton Circle, with effect from July 20, 1920.

Mr. J. R. S. PERERA, Assistant Superintendent of Excise, Anuradhapura Circle, to be Assistant Superintendent of Excise, Jaffna Circle, with effect from July 27, 1920.

Mr. F. T. SENIVIRATNE, Excise Inspector, to act as Assistant Superintendent of Excise, Anuradhapura Circle, with effect from July 22, 1920.

Mr. P. S. BRIDGE to be a Justice of the Peace and Unofficial Police Magistrate for the District of Ratanapura during the absence of Mr. W. G. BERRY from the Island.

Mr. P. H. DE KRETSER, Secretary, District Court, Colombo, to be a Justice of the Peace for the Colombo District.

Mr. R. J. TYLER to be a Justice of the Peace and Unofficial Police Magistrate for the Western Province.

Mr. J. D. AITKEN to be a Justice of the Peace and Unofficial Police Magistrate for the North-Western Province.

Mr. A. PERIES to be a Justice of the Peace and Unofficial Police Magistrate for the judicial district of Puttalam.

Mr. A. MOHAMMADU CASIM to act as Inquirer for Kurunegala town from August 1, 1920, during the absence of Mr. A. B. YATAWARA on other duty, or until further orders.

Mr. W. S. FERNANDO to be an Assessor for the town of Moratuwa for the year 1921, *vice* Mr. B. C. PEIRIS.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, August 6, 1920. Acting Colonial Secretary.

No. 266 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to order that Mr. W. D. BATTERSHILL, Cadet, be attached to the Badulla Kachcheri, with effect from July 30, 1920, until further orders.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, July 15, 1920. Acting Colonial Secretary.

No. 267 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to post Major FREDRICK JAMES HAWKES to the Ceylon Planters' Rifle Corps Reserve, with effect from July 12, 1920.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, August 2, 1920. Acting Colonial Secretary.

No. 268 of 1920.

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

To be Honorary Second Lieutenant.

Mr. JAMES VICTOR ABEYEWICKREMA GOONETILLEKE.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, August 2, 1920. Acting Colonial Secretary.

No. 269 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointment in the Ceylon Light Infantry to fill an existing vacancy:—

To be Second Lieutenant.

Mr. STEPHEN WALTER DIAS BANDARANAYAKA.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, August 5, 1920. Acting Colonial Secretary.

No. 270 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to recognize,

provisionally, Mr. S. P. HAYLEY as Consul for Sweden at Colombo.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, July 30, 1920. Acting Colonial Secretary.

No. 271 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under section I of Ordinance No. 17 of 1852, to appoint Mr. G. H. CANAGASABEY to be a Justice of the Peace for the District of Batticaloa from August 5, 1920.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, August 4, 1920. Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments:—

M. SUBRAMANIAM, Secretary, District Court, Trincomalee, to act as Registrar of Lands, Trincomalee, for three days from July 29, 1920, during the absence of the Registrar, S. VYTHIALINGAM, on leave, or until further orders.

SIMON DE SILVA, Head Clerk, Land Registry, Kurunegala, as Additional Registrar of Lands, Kurunegala District, with effect from August 1, 1920, *vice* D. L. DHARMAWARDANA transferred.

ALFRED JAMES WICKREMASINGHE, Secretary, District Court, Anuradhapura, to act as Registrar of Lands, Anuradhapura, for one week and three days from July 30, 1920, during the absence of the Registrar, Y. M. T. SUBASINGHA BANDARA, on leave, or until further orders.

WEWALAGE ABRAHAM PERERA to be Additional Deputy Registrar of Births and Deaths of Hatton-Dikoya towns division, in the Kandy District of the Central Province, with effect from July 26, 1920. His office will be at the Dikoya Hospital.

BOMIRIYAGE DON DAVID KARUNARATNA, provisionally, as Registrar of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, with effect from August 10, 1920. His office will be at Polpanagalakaraturewatta in Pitigala.

ANTONIPILLAI RASIAH JAMES, provisionally, as Registrar of Marriages (General) of Mantai division, in the Mannar District of the Northern Province, with effect from August 1, 1920, *vice* Registrar, V. CATRAVELUPILLAI, retired. His office will be at Adigarvalavu in Sirunavatkulam.

HELARY PILKINGTON KAUFMANN to be Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General), in the Jaffna District of the Northern Province, with effect from August 1, 1920, *via* P. C. NICHOLAS, Mudaliyar, transferred. His office will be at the Jaffna Kachcheri.

CHANDRASEKARAMUDIYANSELAGE LOKU BANDA to act as Registrar of Births and Deaths of Madure korale division, and of Marriages (Kandyan and General) of Weudawilji hapattu division, in the Kurunegala District of the North-Western Province, for thirteen days, with effect from July

25, 1920, *vice* Registrar, R. B. BOYAGODA, on sick leave. His office will be at the permanent Registrar's residence at Paragoda.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, August 3, 1920. 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 District, has appointed Dr. K. DON PETER to act as Registrar of Births and Deaths of Division No. 2A of the Colombo Municipality, in the Colombo District of the Western Province, for eight days from July 28, 1920, during the absence of the Registrar, Dr. A. S. P. FERNANDO, on leave. His office will be at No. 11, Rifle street, Slave Island.

The Assistant Provincial Registrar, Galle, has appointed ARUMAKANKANI AMARIS DE SILVA to act as Medical Registrar of Births and Deaths of Ambalangoda town division, in the Galle District of the Southern Province, for twenty-one days from July 27, 1920, during the absence of the Registrar, P. C. S. DIAS, retired. His office will be at Civil Dispensary, Ambalangoda.

The Additional Assistant Provincial Registrar, Matara, has appointed DON DAVITH SEDARA SENARAT to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for four days from July 30, 1920, during the absence of the Registrar, DON SAMEL SEDARA SENARAT, on leave. His office will be at Gorakawatta in Kebaliyapola.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ARUKOTI PATABENDIGE MENDIAS to act as Registrar of Births and Deaths of Moderagam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for two days from July 23, 1920, during the absence of the Registrar, D. J. EDIRIWICKRAMASURIYA, on leave. His office will be at Kongahawatta in Welipatanwila.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON CAROLIS JAYASUNDERA DISSANAYAKA to act as Registrar of Births and Deaths of

Wewugampalata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for six days from August 2, 1920, during the absence of the Registrar, D. D. KULATUNGA, on leave. His office will be at Punchiwalawwewatta in Dabarella.

The Additional Assistant Provincial Registrar, Hambantota, has appointed KODIKARAGE DON ALLIS to act as Registrar of Births and Deaths of Julampitiya division and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for six days from August 2, 1920, during the absence of the Registrar, K. DON PENERIS, on leave. His office will be at Masmorugahawatta in Hillegeayina.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON NICHOLAS WIJESINHA to act as Registrar of Births and Deaths of Kahawatta Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for seven days from August 5, 1920, during the absence of the Registrar, J. A. SINGAPPULLI, on leave. His office will be at Angahawatta in Mahahilla; additional office, Galhiressewatta in Waharaggoda.

The Provincial Registrar, Northern Province, has appointed AIYATTURAI PONNUCHAMY to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for nine days from July 23, 1920, during the absence of the Registrar, Y. M. MUTTUKUMARU, on leave. His office will be at Hemakuda in Nallur.

The Assistant Provincial Registrar, Mallaivivu, has appointed VELAYUTHAR NAGAMANY to act as Registrar of Births and Deaths of Karikkaddumulai North division, in the Mullaivivu District of the Northern Province, for seven days from July 20, 1920, during the absence of the Registrar, N. THAMOTHERAMPILLAI, on leave. His office will be at the permanent Registrar's residence at Tanniyuthu.

The Assistant Provincial Registrar, Batticaloa District, has appointed EDMUND WALTER DAVID SOMANADER to act as Registrar of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province, for eleven days from July 28, 1920, during the absence of the Registrar, T. SIVA SUBRAMANIAM, on leave. His office will be at the Provincial Registrar's Office, Batticaloa station, Field House, Batticaloa.

The Assistant Provincial Registrar, Batticaloa District, has appointed KATHIRAMAPODY NALLATAMBY to act as Registrar of Marriages (General) of Karaivaku pattu division, in the Batticaloa District of the Eastern Province, for thirty days from July 31, 1920, *vice* Registrar, K. MURANDAPPODI, deceased. His office will be at Kalmunai.

The Assistant Provincial Registrar, Trincomalee, has appointed ELLIATAMBY POOPALAPILLAI to act as Registrar of Marriages (General) of Trincomalee town and Gravets division, in the Trincomalee District of the Eastern Province, for three days from July 29, 1920, during the absence of the Registrar, S. VYTHIALINGAM, on leave. His office will be at Land Registry and St. Mary's street division No. 1, Trincomalee.

The Assistant Provincial Registrar, Kurunegala, has appointed CHANDRASEKARAMUDIYANSELAGE LOKU BANDA to act as Registrar of Births and Deaths of Madure korale division, and of Marriages (General) of Weudawilli hatpattu division, in the Kurunegala District of the North-Western Province, for seventeen days from July 8, 1920, during the absence of the Registrar, R. B. BOYAGODA, on sick leave. His office will be at the permanent Registrar's residence at Paragoda.

The Assistant Provincial Registrar, Kurunegala, has appointed PUNCHI BANDA ABAYAKOON to act as Registrar of Births and Deaths of Udukaha korale east division, and of Marriages (General) of Dambadeni hatpattu division, in the Kurunegala District of the North-Western Province, for ten days from July 22, 1920, during the absence of the Registrar, P. B. TILLEKARATNA, on leave. His office will be at the permanent Registrar's residence at Boyawalana.

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 twelve days from July 22, 1920, during the absence of the Registrar, Dr. J. A. WEERACKODY, on other duty. His office will be at the Outdoor Dispensary, Kalpitiya.

The Additional Assistant Provincial Registrar, Puttalam, has appointed JERONIMUS LEONARD LONGINUS DE ROSAIBO to act as Registrar of Births and Deaths of Kalpitiya division, and of Marriages (General) of Kalpitiya division and town division, in the Puttalam District of the North-Western Province, for two weeks from July 24, 1920, *vice* Registrar, S. F. LAWRENCE PILLAI, resigned. His office will be at Rose Bank in Sinnakudiyiruppu.

The Additional Assistant Provincial Registrar, Puttalam, has appointed ABEYERATNA HERAT MUDIYANSELAGE BANDA KORALA to act as Registrar of Births and Deaths and of Marriages (General) of Perawili pattu division, in the Puttalam District of the North-Western Province, for three days from July 31, 1920, during the absence of the Registrar, A. H. M. HERATHAMY, on leave. His office will be at the permanent Registrar's residence at Kottukachchiya.

The Assistant Provincial Registrar, Anuradhapura, has appointed ALBERT ABEYSIRI GUNAWARDENA to act as Registrar of Marriages (General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province, for nine days from July 31, 1920, during the absence of the Registrar, Y. M. T. SUBHASINHA BANDARA, on leave. His office will be at the Land Registry, Anuradhapura.

The Provincial Registrar, Ratnapura, has appointed BANGIRALLAYA PUNCHI MAHATMAYA to act as Registrar of Births and Deaths of Ridiwita division, and of Marriages (General) of Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from August 1, 1920, during the absence of the Registrar, R. S. DINGIRIHAMY, on leave. His office will be at the permanent Registrar's office at Ridiwita.

The Assistant Provincial Registrar, Kegalla, has appointed BALASURIGE PAULIS PERERA to act as Registrar of Births and Deaths of Megodapota pattuwa of Dehigampal korale division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for five days from July 26, 1920, during the absence of the Registrar, V. C. APPUHAMY, on leave. His office will be at Welikada Hitinawatta in Yatanwala.

The Assistant Provincial Registrar, Kegalla, has appointed DASSANAYAKA MUDIYANSELAGE TIKIRI BANDA to act as Registrar of Births and Deaths of Egodapota and Tanipperu pattu division, and of Marriages (General) of Galboda and Kinigoda korales division, in the Kegalla District of the Province of Sabaragamuwa, for sixteen days from July 31, 1920, during the absence of the Registrar, D. M. U. BANDA, on leave. His office will be at Hitinawatta in Daswatta.

The Assistant Provincial Registrar, Kegalla, has appointed SENEVIRATNA WASALA TENNAKOON MUDIYANSE RALAHAMILLAGE PINCHI BANDA to act as Registrar of Births and Deaths of Walgam pattuwa division, and of Marriages (General) of Galboda and Kinigoda korales division, in the Kegalla District of the Province of Sabaragamuwa, for thirty days from August 3, 1920, during the absence of the Registrar, MADDUMA BANDA, on leave. His office will be at Nagagahagodawatta in Miduma.

The Assistant Provincial Registrar, Kegalla, has appointed SINGAPPULIRALLAGE TIKIRI BANDA to act as Registrar of Births and Deaths of Kandupita pattuwa north division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for one week from August 10, 1920, during the absence of the Registrar, T. B. HATNAGODA, on leave. His office will be at Siyambalaowitawatta in Pitagaldeniya.

Registrar-General's Office,
Colombo, August 3, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

IT is notified for information that Honorary Second Lieutenant BASIL EDWARD TOUSSAINT JANSZ'S resignation of his Commission in the Ceylon Cadet Battalion has been accepted by His Excellency the Officer Administering the Government.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, August 2, 1920.

B. HORSBURGH,
Acting Colonial Secretary.

"THE STAMP ORDINANCE, 1909."

IT is hereby notified that His Excellency the Officer Administering the Government, with the advice of the Executive Council, has, by virtue of the powers by section 5, sub-section (1) (c), of "The Stamp Ordinance, 1909," on him conferred, authorized the following Joint Stock Company, incorporated under the Joint Stock Companies Ordinances, to compound for the payment of stamp duty on share certificates specified in Schedule B of "The Stamp Ordinance, 1909," as set forth in section 2 of "The Stamp (Amendment) Ordinance, No. 10 of 1919," on the conditions set out in section 5 aforesaid, sub-sections (1) (c) (ii.), (iii.), and (iv.).

By His Excellency's command,

Colonial Secretary's Office,
Colombo, August 4, 1920.

B. HORSBURGH,
Acting Colonial Secretary.

COMPANY REFERRED TO.
Galle Cultivators Company, Limited.

Order No. 69 made by the Food Controller under Regulation 1 of "The Defence of the Colony Regulations, 1919."

1. From and after the date of commencement of this Order, the following Orders imposing restrictions on removal of foodstuffs from the Northern Province and regulating sales of rice in the Jaffna District are hereby cancelled, viz. :—

- (i.) Paragraph (g) of Order published in the *Government Gazette* No. 7,042 of August 8, 1919.
- (ii.) Order No. 32 of October 13, 1919, published in the *Government Gazette Extraordinary* No. 7,057 of October 14, 1919.
- (iii.) Orders Nos. 56 and 57 of March 4, 1920, published in the *Government Gazette* No. 7,089 of March 5, 1920.

2. From and after the date of commencement of this Order, no wholesale trader in the Jaffna District, Northern Province, shall dispose of, sell, or offer for sale any imported paddy, except on an issue order from the Government Agent, Northern Province, or other officer authorized by him in writing.

3. Every wholesale dealer shall enter all sales or disposals in a book to be kept by him for the purpose, and shall produce the book for inspection whenever required by the Government Agent, Northern Province, or by any person authorized by the Government Agent in writing to inspect it.

4. Every wholesale trader shall file the issue orders referred to in paragraph 2 above, with respect to all sales and disposals, and shall produce them for inspection whenever so required by the Government Agent, Northern Province, or by any person authorized by the Government Agent in writing to inspect them.

5. Every wholesale trader shall permit the Government Agent, Northern Province, or any officer deputed thereto by him in writing to enter any store, godown, or other premises occupied by him, with a view to verifying the said trader's stock of paddy.

6. All wholesale dealers shall transfer paddy from one store to another under their control as and in such quantities as the Government Agent, Northern Province, may direct. No wholesale dealer shall transfer paddy from one store to another without a permit from the Government Agent.

7. This Order shall commence and come into operation on August 1, 1920.

Colombo, July 30, 1920.

E. B. ALEXANDER,
Acting Food Controller.

THE order made by the Food Controller under Regulation 1 of "The Defence of the Colony Regulations, 1919," published in *Government Gazette* No. 7,042 and dated August 8, 1919, forbidding the removal or transport of rice, paddy, kurakkan and other grains, except under permit issued by the Government Agent, Province of Sabaragamuwa, is hereby cancelled in so far as it affects the Province of Sabaragamuwa.

Colombo, August 1, 1920.

E. B. ALEXANDER,
Acting Food Controller.

ORDER No. 23, dated September 3, 1919, made by me under Regulation 1 of "The Defence of the Colony Regulations, 1919," and published in the *Ceylon Government Gazette* No. 7,050 of September 5, 1919, forbidding the removal or transport of paddy, by any means, from the Kalutara District, Western Province, except under permit issued by the Assistant Government Agent, Kalutara, is hereby cancelled.

Colombo, August 1, 1920.

E. B. ALEXANDER,
Acting Food Controller.

ORDER No. 37 of October 22, 1919, made by me under Regulation 1 of "The Defence of the Colony Regulations, 1919," and published in the *Ceylon Government Gazette* No. 7,060 of October 24, 1919, forbidding the removal or transport by any means, of paddy and country rice, from the Colombo and Negombo Districts of the Western Province, except under permit issued by the Government Agent, Western Province, is hereby cancelled.

Colombo, July, 22, 1920.

E. B. ALEXANDER,
Acting Food Controller.

Comparative Monthly Return of Revenue from October, 1916, to March, 1920.

	1916-17.	1917-18.	1918-19.	1919-20.
	Rs.	Rs.	Rs.	Rs.
October ..	5,424,275	6,065,183	4,979,108	7,357,965
November ..	5,979,053	5,746,166	4,603,495	5,680,297
December ..	5,950,735	5,097,971	3,680,091	7,865,674
January ..	6,476,905	5,608,309	7,242,264	7,491,041
February ..	4,950,043	4,836,838	5,075,981	6,933,963
March ..	5,537,901	4,994,265	6,376,317	8,409,626
April ..	4,947,552	5,750,101	5,994,045	—
May ..	5,147,201	4,955,270	5,095,323	—
June ..	5,058,315	4,867,510	4,650,722	—
July ..	5,351,143	5,344,873	7,834,176	—
August ..	5,838,302	4,997,198	7,713,113	—
September ..	6,320,453	5,669,945	6,826,306	—
Total ..	66,981,878	63,933,629	70,070,941	

General Treasury,
Colombo, July 30, 1920.

W. W. WOODS,
Acting Colonial Treasurer.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the transport of arrack from the Government Distillery, Kalutara, to the Railway Goods Shed at Kalutara, and empty casks and molasses from the Goods Shed to the Government Distillery, from September 1, 1920, to September 30, 1921.

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 the transport of goods from the Government Distillery to the Railway Goods Shed, Kalutara," 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 August 17, 1920.

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

6. Each tender must be accompanied by a Treasury or Kachcheri deposit receipt for Rs. 20. The deposits made by unsuccessful tenderers will be returned. The successful tenderer shall, on intimation of his tender having been accepted, within ten days of the receipt of

a written notice to that effect, enter into a contract with the Excise Commissioner and execute a bond in form General 112. The successful tenderer shall deposit with the Hon. the Treasurer a sum of Rs. 50 in cash and sign a bond binding himself to observe the terms of the contract. If the successful tenderer fails within the said ten days to enter into contract and execute such bond satisfactorily, the deposit of Rs. 20 made by him shall be forfeited, and the acceptance of his tender cancelled. Such tenderer shall also be liable to be placed on the list of defaulters.

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

8. 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.

9. Each tender should quote a rate, written both in words and figures—

- (1) Per full cask
(2) Per empty cask } capacity 110-115 gallons.
(3) Per cwt. of molasses or other material

to be conveyed either from the Distillery to the Goods Shed, Kalutara, or *vice versa*.

10. The successful tenderer must undertake to transport from the Government Distillery to the Goods Shed,

Kalutara, or *vice versa*, casks and other material as expeditiously as possible.

11. If any cask, arrack, molasses, or other material is lost or damaged while in charge of the contractor, he shall be liable to make good such loss or damage, unless he can satisfy the Excise Commissioner that he used due care to prevent any loss or damage.

Excise Office, T. W. ROBERTS,
Colombo, August 3, 1920. Acting Excise Commissioner.

TENDERS are hereby invited for the service named in the schedule hereunder for the period commencing from October 1, 1920, and terminating on September 30, 1923.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Principal Civil Medical Officer, Colombo.

3. Tenders should either be deposited in the tender box in the Office of the Principal Civil Medical Officer, or be sent through the post.

4. Tenders should be marked "Tender for Rattaning Furniture," in the left hand top corner of the envelope, and should reach the Office of the Principal Civil Medical Officer not later than midday on August 17, 1920.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Principal Civil Medical Officer, Colombo, and no tender will be considered unless it is on the recognized form. Alterations must be initialled; otherwise the tenders may be treated as informal and rejected.

6. A cash deposit according to the schedule hereunder will be required to be made at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature to the contract. No deposits for tender forms will be accepted at the Principal Civil Medical Officer's Office.

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

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

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

10. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender or the whole of it for one, two, or three years.

11. Any further information can be obtained on application to the Principal Civil Medical Officer, Colombo.

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

Colombo, July 29, 1920.

Schedule referred to.

Service.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Rattaning furniture of Medical Institutions in Colombo	25	50

TENDERS are hereby invited for the services named in the schedule hereunder for the period commencing from October 1, 1920 (or any previous date that may be decided on), and terminating on September 30, 1921.

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 Diets, — Hospital" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on August 17, 1920.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Principal Civil Medical Officer and Inspector-General of Hospitals, Colombo, and no tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

6. A cash deposit according to the schedule hereunder will be required to be made at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature to the contract. No deposits for tender forms will be accepted at the Principal Civil Medical Officer's Office.

7. If required, samples must be deposited.

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

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

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

11. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender or the whole of it for an year, or any portion thereof.

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

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

Colombo July 30, 1920.

Schedule referred to.

Services.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Supply of cooked provisions without milk to—		
(a) Sanatorium for Consumptives at Kandana	250	500
(b) Kahawatta Hospital	200	400

SALES OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that on Saturday, August 21, 1920, at 1.15 P.M., the following articles will be sold by public auction at the Fiscal's Office, Colombo.

Any person who may have a claim to any of the following articles is required to appear before the Deputy Fiscal, Western Province, Colombo, on or before the said date and establish his claim.

No. of Case.	Name of Court.	Description of Articles.
—	—	1 lot coconuts
—	—	1 top part of an admirah
—	—	1 roll barb wire
—	—	1 lot wooden sticks
12,642	Itg. P. C., Henarat-goda	1 screen
27,152	P. C., Colombo	1 gunny bag with 20 coconuts
65,977	P. C., Panadure	59 coconuts
14,946	Itg. P. C., Henarat-goda	1 box, 1 bottle lamp, 3 hair-pins, 1 pair bracelets, 1 pair earrings, and 1 silver waist-chain
15,077	Do.	1 wooden box, sarong cloth, banian, white jacket
11,359	Do.	1 wooden box, 1 black coat, 1 silk handkerchief, 1 silk cloth, 1 bodice, 1 camboy, 1 ring, and 1 sarong
27,408	P. C., Colombo	1 wooden box, 1 lot gunny bags

No. of Case.	Name of Court.	Description of Articles.
21,472	P. C., Colombo	1 easy chair
19,159	Do.	1 pair of shoes
24,563	Do.	1 glass powder box with puff
2,438	Do.	1 clock
23,755	Do.	1 Elwood hat, 1 glass lamp
13,448	Itg. P. C., Henarat-goda	1 bangle
21,301	P. C., Colombo	1 crooked comb
22,990	Do.	1 broken crooked comb
16,461	Itg. P. C., Henarat-goda	1 comb, 1 lot empty bottles
57,934	P. C., Panadure	1 crooked comb
24,549	P. C., Colombo	1 coat

Fiscal's Office,
Colombo, August 2, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

NOTICE is hereby given that on Saturday, August 21, 1920, at 1 P.M., the following articles will be sold by public auction at the Fiscal's Office, Colombo:—

One lot empty bottles.

Fiscal's Office,
Colombo, August 2, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended July 31, 1920.

Births.—The total births registered in the city of Colombo in the week were 122 (1 European, 7 Burghers, 73 Sinhalese, 22 Tamils, 14 Moors, 2 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1920, viz., 295,292) was 21.6, as against 26.9 in the preceding week, 14.6 in the corresponding week of last year, and 21.0 the weekly average for last year.

Deaths.—The total deaths registered were 162 (1 European, 8 Burghers, 88 Sinhalese, 34 Tamils, 25 Moors, 1 Malay, and 5 Others). The death-rate per 1,000 per annum was 28.7, as against 28.2 in the previous week, 24.6 in the corresponding week of last year, and 27.7 the weekly average for last year.

Infantile Deaths.—Of the 162 total deaths, 31 were of infants under one year of age, as against 33 in the preceding week, 26 in the corresponding week of the previous year, and 31 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 7.

1. **Principal Causes of Deaths.**—(a) Twenty-eight deaths from *Pneumonia* were registered, 11 in Maradana (including 5 deaths of non-residents in hospitals), 8 in Kotahena, 3 in Slave Island, 2 in New Bazaar, and 1 each in Pettah, San Sebastian, Kollupitiya, and Wellawatta, as against 37 in the previous week and 21 the weekly average for the last year.

(b) Twenty deaths from *Influenza* were registered, 7 in Maradana, 3 each in St. Paul's and Wellawatta, 2 each in Kotahena and New Bazaar, and 1 each in San Sebastian, Slave Island, and Kollupitiya, as against 12 in the previous week, and 11 the weekly average for last year.

(c) Five deaths from *Bronchitis* were registered, 1 each in San Sebastian, St. Paul's, Kotahena, Maradana, and Slave Island, as against 3 in the previous week.

2. (a) Twelve deaths from *Phthisis* were registered, 4 in Maradana (including 2 deaths of non-residents in hospitals), 3 in Kollupitiya, and 1 each in Pettah, St. Paul's, Kotahena, New Bazaar, and Slave Island, as against 8 in the previous week, and 14 the weekly average for last year.

(b) One death of a resident of Colombo town occurred at the Ragama hospital from *Phthisis* during the week.

3. Seven deaths from *Enteric Fever* were registered, 3 in Kotahena, 2 in Maradana (including 1 death of a non-resident in hospital), and 1 each in St. Paul's and Slave Island, as against 4 in the previous week, and 5 the weekly average for the last year.

4. One death from *Plague* was registered in St. Paul's, as against 4 in the previous week, and 2 the weekly average for the last year.

5. Thirteen deaths were registered from *Debility*, 11 from *Infantile Convulsions*, 6 from *Dysentery*, 5 from *Enteritis*, 2 each from *Diarrhoea* and *Worms*, 1 from *Tetanus*, and 49 from *Other Causes*.

6. Nine cases of *Measles*, 3 of *Plague*, and 2 of *Chickenpox* were reported during the week, as against 8, 3, and 4, respectively, during the preceding week.

State of the Weather.—The mean temperature of air was 80.0°, against 81.3° in the preceding week and 79.9° in the corresponding week of the previous year. The mean atmospheric pressure was 29.968 in., against 29.934 in. in the preceding week and 29.873 in. in the corresponding week of the previous year. The total rainfall in the week was 0.73 in., against 0.41 in. in the preceding week and 2.54 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, August 3, 1920.

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

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE MINNERIYA DEVELOPMENT COMPANY, LIMITED.

1. The name of the Company is "THE MINNERIYA DEVELOPMENT COMPANY, LIMITED."
2. The registered office of the Company is to be established in Kandy.
3. The objects for which the Company is to be established are—
 - (1) To carry on in the Island of Ceylon or elsewhere the business of cultivators, planters, growers, and producers of all kinds of foodstuffs and currystuffs, of commission agents, bankers, exporters, importers, traders, miners, manufacturers, engineers, building contractors, and generally to carry on and undertake any business undertaking, transaction, or operation commonly carried on by capitalists, promoters, financiers, concessionaries, contractors for public and other works, merchants, and any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated, directly or indirectly, to enhance the value or render profitable any of the Company's property or rights.
 - (2) To purchase, lease, take in exchange, hire, or otherwise acquire any 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 and personal, movable or immovable of any kind, and any rights, easements, patents, licenses, privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret, which may be thought necessary or convenient for the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - To purchase, take in exchange or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever, to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever, and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water, of proprietors of docks, wharves, jetties, piers, warehouses, and boats, of tug owners and wharfingers, or any other business which can or may conveniently be carried, in connection with the above respectively.
 - (3) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, cultivators, 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.
 - (4) To clear, open, plant, cultivate, improve, reclaim, and develop any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, and cultivate, plant, grow, and produce paddy, kurakkan, Indian corn, manioc, sweet potatoes, plantains, yams, maize, millets, beans, dhall, groundnuts, gram, green gram, cowpeas, gourds, brinjals, bandakkais, tomatoes, spinach, cucumber, onions, mustard, chillies, coriander, ginger, and any other foodstuffs and currystuffs and coconuts, coffee, and tea.
 - (5) To build, make, construct, acquire, equip, maintain, improve, or alter water reservoirs, tanks, bunds, water-courses, irrigation systems, and roads, bridges, culverts, erections, tramways, water transport systems, and all other works conducive to any of the Company's objects or to contribute to or to subsidize such.
 - (6) To lend money, manure, seed paddy, seeds, or plants, and on any security, and in particular on the security of lands, plantations, buildings, factories, growing crops, produce, promissory notes, bills of lading, warrants, stocks and shares, debentures, or without any security whatsoever.
 - (7) To buy, sell, warehouse, transport, ship, trade, export, import, and deal in paddy, kurakkan, maize, rice, gram, coconuts, coffee, tea, and all other kinds of imported and locally raised foodstuffs and currystuffs, and or other products, merchandise articles, and materials of any kind whatever for manufacture, manipulation and or sale.
 - (8) To establish and carry on a dairy and stud farm, and to buy, sell, and breed live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of mining in all its branches.
 - (10) To enter into any arrangements with any authorities, Government, Municipal, Local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with such arrangements, rights, privileges, and concessions.
 - (11) To lease any factory or other buildings from any company or person.
 - (12) To hire, lease, or purchase land, either with any other person or company or otherwise, and to erect a factory and other building 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.
 - (13) To enter into any agreement with any company or person for the working of any factory erected or leased as in sections 11 and 12, or for the manufacture and preparation for market of paddy, kurakkan, Indian corn, coconuts, coffee, and tea, or any other produce in such or any factory.
 - (14) To erect, construct, establish, maintain, and build mills, hullers, machinery, plant, factories, and or any necessary apparatus or buildings for the purposes of milling and preparation for market of paddy.
 - (15) To erect, construct, establish, and maintain houses, warehouses, cold storage plant, granaries, offices, shops, stores for stocking and storing and warehousing, or as places for the sale of the different articles or produce of the Company, or any such produce, articles, or merchandise the Company deals in.
 - (16) To cultivate, superintend, and manage estates, and generally to undertake the business of estate agents and any other agency business of any kind.
 - (17) 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.
 - (18) To draw, make, endorse, accept bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
 - (19) 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.

- (20) 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, moneys, or securities for money, shares, debentures, or securities in any other company or any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (21) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or hypothecation or mortgages of the Company's property, or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.
- (22) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (23) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares and stock in or securities of and to subsidize, or otherwise assist any such company; and to sell, hold, re-issue with or without guarantee, or otherwise deal with shares or securities, and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (24) 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.
- (25) 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 the discharge of any 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 persons or partly one and partly other.
- (26) To distribute among 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.
- (27) 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 Six million Rupees (Rs. 6,000,000), divided into One hundred and twenty thousand shares of Fifty Rupees (Rs. 50) 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.
GEORGE STEUART & Co. <i>per</i> TOM VILLIERS, partner, 14, Queen street, Colombo ..	One
The common seal of CARSON & Co., LTD., is hereto affixed in the presence of J. LOCHORE, one of the Directors, and A. WARDEN, the Secretary of the Company, who do hereby attest the sealing thereof: J. LOCHORE, Director, A. WARDEN, Secretary, Australia Buildings, Colombo ..	One
WHITTALL & Co. <i>per</i> A. S. COLLETT, partner, 3, Queen street, Colombo ..	One
J. M. ROBERTSON & Co. <i>per</i> G. L. BURNE, partner, 6, Prince street, Colombo ..	One
The common seal of GORDON FRAZER & COMPANY, LIMITED, is hereto affixed in the presence of F. JAS. HAWKES, one of the Directors, and J. G. MOORE, the Secretary of the Company, who do hereby attest the sealing thereof: F. JAS. HAWKES, Director, J. G. MOORE, Secretary, Gaffoor Building, Main street, Colombo ..	One
The common seal of LEWIS BROWN & COMPANY, LIMITED, is hereto affixed in the presence of A. F. PATTERSON, one of the Directors, and J. A. MILLIGAN, the Secretary of the Company, who do hereby attest the sealing thereof: A. F. PATTERSON, Director, J. A. MILLIGAN, Secretary, Prince Building, Colombo ..	One
The common seal of LEE HEDGES & COMPANY, LIMITED, is hereto affixed in the presence of C. S. BURNS, one of the Directors, and A. S. MAIN, the Secretary of the Company, who do hereby attest the sealing thereof: C. S. BURNS, Director, A. S. MAIN, Secretary, 12, Queen street, Colombo ..	One
Total Number of Shares taken ..	Seven

Witness to the signatures of GEORGE STEUART & Co. *per* TOM VILLIERS, partner; J. LOCHORE, Director, and A. WARDEN, Secretary, of CARSON & Co., LIMITED; WHITTALL & Co. *per* A. S. COLLETT, partner; J. M. ROBERTSON & Co. *per* G. L. BURNE, partner; F. JAS. HAWKES, Director, and J. G. MOORE, Secretary, of GORDON FRAZER & COMPANY, LIMITED; A. F. PATTERSON, Director, and J. A. MILLIGAN, Secretary, of LEWIS BROWN & Co., LTD.; C. S. BURNS, Director, and A. S. MAIN, Secretary, of LEE HEDGES & COMPANY, LIMITED, at Colombo, this Twenty-sixth day of June; One thousand Nine hundred and Twenty:

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

ARTICLES OF ASSOCIATION OF THE MINNERIYA DEVELOPMENT COMPANY, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

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

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

The Ordinance.—The “Ordinance” means and includes “The Joint Stock Companies Ordinances, 1861 to 1919,” 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. Provided that in no case shall such number be less than of the value of one million rupees.

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Six million Rupees (Rs. 6,000,000), divided into One hundred and Twenty thousand (120,000) shares of Fifty Rupees (Rs. 50) each.

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

SHARES.

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

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

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

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

13. *Shares held by a firm.*—Shares may be registered in the name of a firm or the proprietor of an estate, 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.

Shares may also be registered in the name of an estate and the superintendent thereof for the time being shall be entitled to vote at any meeting, provided an authority in writing authorizing him to do so, signed by the proprietor or his attorney or recognized representative in Ceylon, has been deposited at the registered office of the Company. Such authority shall entitle such superintendent to vote at all meetings, unless otherwise specially provided for.

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

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

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

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

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

INCREASE OF CAPITAL.

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

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

(b) *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum.

on the amount of the sums wherein default in payment had been made; but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE AND DEFERRED SHARES.

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

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

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

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

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

CALLS.

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

(b) *Calls, time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors or by resolution in writing in terms of Article 121.

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time, at their discretion, to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the

Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed one-fifth of the subscribed capital for the time being.

With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine.

The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights, or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage, issue any debentures, or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of the money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

58. *First General Meeting.*—The First General Meeting of the Company shall be held at such time, not being more than six 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 twice in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is prescribed, at such time and place as may be determined by the Directors.

60. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

61. *Extraordinary General Meetings.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

62. *Requisition of Shareholders to state object of meeting; on receipt of requisition Directors to call meeting, and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

63. *Notice of resolution.*—Any Shareholder may, on giving not less than seven 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. *Fourteen days' notice of meeting to be given.*—Fourteen days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette*, or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

65. *Business requiring and not requiring notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors retiring in rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever, of which special mention shall have been made in the notice or notices upon which the meeting was convened.

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

67. *Quorum to be present.*—No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or the election of a Chairman, unless there shall be present in person at the commencement of the business seven or more persons being Shareholders entitled to vote or persons holding proxies or powers of attorney from Shareholders entitled to vote.

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

69. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their absence or refusal, a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

70. *Business confined to election of Chairman while Chair vacant.*—No business shall be discussed at any General Meeting, except the election of a Chairman whilst the Chair is vacant.

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

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

VOTING AT MEETINGS.

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

74. *Poll.*—If a poll be duly demanded, the same shall be taken in such manner and at such time and place as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

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

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every one share held by him up to ten shares, he shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares, and an additional vote for every twenty-five shares beyond the first one hundred shares. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him.

78. *Curator or 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-Shareholders not to be appointed proxy; but attorney though not Shareholder may vote as herein provided.*—No person shall be appointed a proxy who is not a Shareholder of the Company, except in the case of a Superintendent as provided in clause 13, 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 Minneriya Development Company, Limited.

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

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

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

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

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than four nor more than seven. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting, the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act, except for the purpose of appointing another and if necessary enabling him to be placed on the Register of Shareholders.

88. *Their qualification and remuneration.*—The Directors shall be members of one of the following bodies:—The Planters' Association of Ceylon (Incorporated), the Chamber of Commerce, the Low-country Products Association, or be Proprietary Planters in their own right. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Five thousand Rupees (Rs. 5,000) annually, to be divided between them in such manner as they may

determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The First Directors shall be Thomas Yates Wright of Shakerley Estate, Kurunegala, Thomas Lister Villiers of Colombo, William Coombe of Colombo, John Still of Kandy, Henry John Temple of Ambawela, George Fraser Farquharson of Agradatana, George Edmund de Silva of Kandy, who shall hold office till the First Ordinary General Meeting when they shall all retire, but shall be eligible for re-election.

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

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

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

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

94. *To retire annually.*—At the First Ordinary General Meeting all the Directors shall retire and at each subsequent Ordinary General Meeting three of the Directors for the time being shall retire from office as provided in clause 95.

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second and each subsequent General Meeting shall, unless the Directors otherwise arrange among themselves, be determined by ballot.

96. *Retiring Directors eligible for re-election.*—Retiring Directors shall be eligible for re-election.

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

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

99. *Resignation of Directors.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by leaving the same at the office, or by tendering his written resignation at a meeting of the Directors.

100. No contract, arrangement, or transaction entered into by or on behalf of the Company with any Director, or with any company or co-partnership of which a Director is a partner, or of which he is a Director, Managing Director, or Manager, shall be void or voidable, nor shall such Director be liable to account to the Company for any profit realized by such contract, arrangement, or transaction, by reason only of such Director holding that office, or of the fiduciary relation thereby established, provided that the fact of his interest or connection therewith be fully disclosed to the Company or its Directors.

101. *When office of Directors to be vacated.*—The office of Directors shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Managing Director, Visiting Agent, Superintendent, or Secretary.
- (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 is concerned or participates in the profits of any contract with or work done for the Company.

Exceptions.—But the above rule shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors, of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

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

103. *Indemnity to Directors and others for their own acts and for the acts of others.*—Every Director or officer and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him respectively in or about the discharge of his respective duties, except such as happen from his respective wilful acts or defaults; and no Director or officer, nor the heirs, executors, or administrators of any Director or officer, shall be liable for to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, 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.

104. *No contribution to be required from Directors beyond amount, if any, unpaid on their shares.*—No contribution shall be required from any present or past Director or Manager exceeding the amount if any unpaid on the shares in respect of which he is liable as a present or past Shareholder.

POWERS OF DIRECTORS.

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

106. *To acquire property, to appoint officers, and pay expenses.*—The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable, and without assigning any cause.

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

117. *Acts of Board or Committee valid notwithstanding informal appointment.*—The acts of the Board or of any Committee appointed by the Board shall, notwithstanding any vacancy in the Board or Committee, or defect in the appointment of any Director or of any member of the committee, be as valid as if no such vacancy or defect had existed, and as if every person had been duly appointed, provided the same be done before the discovery of the defect.

118. *Regulation of proceedings of Committees.*—The meetings and proceedings of such committee 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. *Resolution in writing by all the Directors as valid as if passed at a meeting of Directors.*—A resolution in writing signed by all the Directors for the time being resident in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, provided that not fewer than two Directors shall sign it.

120. *Minutes of proceedings of the Company and the Directors to be recorded.*—The Directors shall cause minutes to be made in books to be provided for the purpose of the following matters, *videlicet* :—

- (a) Of all appointments of officers and committees made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of the members of the committee appointed by the Board present at each meeting of the committee.
- (c) Of the resolutions and proceedings of all General Meetings.
- (d) Of the resolutions and proceedings of all meetings of the Directors and of the committees appointed by the Board.
- (e) Of all orders made by the Directors.
- (f) Of the use of the Company's seal.

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

COMPANY'S SEAL.

122. 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.

ACCOUNTS.

123. *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.

124. *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.

125. *Statement of account and balance sheet to be furnished to General Meeting.*—At the Second 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.

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

127. *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.

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

Interim dividend.—The Directors may also, if they think fit, from time to time and at any time without the sanction of a General Meeting, determine on and declare an interim dividend to be paid and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

129. 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.

130. *Reserve Fund.*—Previously to the Directors paying or recommending any dividend on-preference or ordinary shares, they may set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they shall think fit, or place the same on fixed deposit in any Bank or Banks.

131. *Application thereof.*—The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for the payment of accumulated dividends due on preference shares or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises, or for the repair or renewal or extensions of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

132. *Unpaid interest or dividend not to bear interest.*—No unpaid interest, or dividend, or bonus shall ever bear interest against the Company.

133. *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.

134. *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.

135. *Dividends may be paid by cheque or warrant and sent through the post.*—Unless otherwise directed any dividend may be paid in specie or 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.

136. *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.

137. *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.

138. *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.

139. *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.

140. *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.

141. *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 Second Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the Second Ordinary General Meeting after their respective appointments, or until otherwise ordered by a General Meeting.

142. *Retiring Auditors eligible for re-election.*—Retiring Auditors shall be eligible for re-election.

143. *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.

144. *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.

145. *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 the vouchers relating thereto, and to report thereon to the meeting, generally or specially, as he may think fit.

146. *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.

147. *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.

148. *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.

149. *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.

150. *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.

151. *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 the 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.

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

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

ARBITRATION.

153. *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.

154. *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.

155. *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 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.

156. *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 amount 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.

157. *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 hereto set their names at the places and on the days and dates hereafter written.

GEORGE STEUART & Co.
per TOM VILLIERS, Partner.

The common seal of Carson & Co., Limited, is hereto affixed in the presence of J. LOCHORE, one of the Directors, and A. WARDEN, the Secretary of the Company, who do hereby attest the sealing thereof:

J. LOCHORE, Director.
A. WARDEN, Secretary.

WHITTALL & Co.
per A. S. COLLETT, Partner.

J. M. ROBERTSON & Co.
per G. L. BURNS, Partner.

The common seal of Gordon Fraser & Company, Limited, is hereto affixed in the presence of F. JAS. HAWKES, one of the Directors, and J. G. MOORE, the Secretary of the Company, who do hereby attest the sealing thereof:

F. JAS. HAWKES, Director.
J. G. MOORE, Secretary.

The common seal of Lewis Brown & Co., Ltd., is hereto affixed in the presence of A. F. PATTERSON, one of the Directors, and J. A. MILLIGAN, the Secretary of the Company, who do hereby attest the sealing thereof:

A. F. PATTERSON, Director.
J. A. MILLIGAN, Secretary.

The common seal of Lee Hedges & Company, Limited, is hereto affixed in the presence of C. S. BURNS, one of the Directors, and A. S. MAIN, the Secretary of the Company, who do hereby attest the sealing thereof:

C. S. BURNS, Director.
A. S. MAIN, Secretary.

Witness to the signatures of George Steuart & Co. per TOM VILLIERS, partner; J. LOCHORE, Director, and A. WARDEN, Secretary, of Carson & Co., Limited; Whittall & Co. per A. S. COLLETT, partner; J. M. ROBERTSON & Co. per G. L. BURNS, partner; F. JAS. HAWKES, Director, and J. G. MOORE, Secretary, of Gordon Fraser & Company, Limited; A. F. PATTERSON, Director, and J. A. MILLIGAN, Secretary, of Lewis Brown & Co., Ltd.; C. S. BURNS, Director, and A. S. MAIN, Secretary, of Lee Hedges & Company, Limited, at Colombo, this twenty-sixth day of June, One thousand Nine hundred and Twenty.

MEMORANDUM OF ASSOCIATION OF DARLEY, BUTLER & COMPANY, LIMITED.

1. The name of the Company is "DARLEY, BUTLER & COMPANY, LIMITED."
2. The registered office of the Company will be situate in Colombo.
3. The objects for which the Company is established are :—
 - (a) To carry on all or any of the businesses of importers and exporters of and dealers in British, foreign, and colonial materials, manufactures, goods, wares, merchandise, and produce of all kinds, general storekeepers, and general merchants; and to manufacture textile and woollen goods, hardware, metal and leather goods, and provisions of all kinds, and to sell and deal in all goods so manufactured, and to carry on and transact agency business of all kinds.
 - (b) To manufacture, buy, sell, deal in and use alkalies and chemicals of all kinds and all articles and things used in the manufacture, maintenance, and working thereof, and also all apparatus, implements, and things for use either alone or in connection with products of which they are ingredients or in the manufacture of which they are a factor.
 - (c) To manufacture, refine, prepare for market, buy, sell, and deal in edible and industrial oils and essences of all kinds, and all products made therefrom.
 - (d) To carry on the business of manufacturers of and dealers in extracts of meat, and preservers and packers of provisions of all kinds, quarry owners, mineral agents, coopers, carpenters, tanners and general engineers, general agricultural merchants, and dealers in seeds, corn, hay, and fodder, and also of merchants of and dealers in coal, coke, lime, slate, stone, timber, and cement, and to manufacture, buy, sell, hire, let, and repair, plant, machinery, tools, and implements of any description, and to carry on the business of machine builders, mechanical engineers, electrical, hydraulic, and general engineers, iron founders, brass founders, millwrights, and metal workers.
 - (e) To carry on the business of shipowners, shipbuilders, charterers of ships or other vessels, ship and insurance brokers, freight contractors, wharfingers, warehousemen, barge owners, lightermen, carriers, and forwarding agents in all their branches.
 - (f) To purchase or otherwise acquire, construct, erect, build, enlarge, improve, manage, and subsidize by advances, grants of moneys or otherwise, railways, tramways, reservoirs, aqueducts, bridges, factories, warehouses, sheds, roads, ways, shops, stores, works, and conveniences of all kinds.
 - (g) To purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property and any interest therein, and any rights or privileges which the Company may deem necessary or convenient for the purposes of its business, and in particular any lands, buildings, easements, machinery, plant, or stock-in-trade; to hold, own, mortgage, pledge, sell, assign, and transfer, convey, or otherwise dispose of the same, and to invest trade and deal therein.
 - (h) To apply for or otherwise acquire any patents, *brevets d'invention*, concessions, and the like, conferring an 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, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
 - (i) To raise, borrow, or secure the payment of money in such manner and on such terms as may seem expedient, and in particular by mortgage of any specific part of the property of the Company, or by the issue of debentures or debenture stock, either perpetual or otherwise, and to charge the moneys so raised, borrowed, or secured, and the interest thereon upon the whole or any part of the property of the Company (both present and future), including its uncalled capital, and to reduce, purchase, or pay off any such securities.
 - (j) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, and other negotiable instruments.
 - (k) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined, and to lend money to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts or obligations (pecuniary or otherwise) by any persons or corporations.
 - (l) To pay all expenses preliminary or incidental to the formation of the Company, or the conduct of its business.
 - (m) To make donations and subscriptions to any schools and educational establishments for the benefit of the persons employed by the Company; to pay bonuses, gratuities and pensions to persons employed by the Company or to the dependents of such persons, and generally to support and subscribe to any educational, philanthropic, or religious objects, and to make donations and subscriptions to any objects likely to promote the interests of the Company.
 - (n) To enter into partnership or into any arrangement for sharing profits, unity of interests, joint adventure, reciprocal concession, or co-operation with any person, firm, or company carrying on or engaged in, or about the carrying on of any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
 - (o) To take or otherwise acquire and hold shares or stock in or securities of, and to subsidize or otherwise assist any such company as is referred to in the last preceding paragraph hereof, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares or securities.
 - (p) To sell the undertaking, property, and assets 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.
 - (q) 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.
 - (r) To purchase or otherwise acquire and undertake for such consideration as may be thought fit, all or any part of the business property, transactions and liabilities of any person, company, or corporation carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
 - (s) To pay for any property or rights acquired by the Company, either in cash or shares, with or without preferred or deferred rights in respect of payment of dividend or repayment of capital or otherwise, or by the issue of any securities which the Company has power to create or issue, or partly in one mode and partly in another or others, and generally on such terms as the Company may determine.
 - (t) To enter into any arrangements with any authorities, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.

- (u) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any legislative proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (v) To do all acts and things which may be necessary or desirable in connection with, or to procure for the Company a legal recognition, domicile, and status in any town, country, colony, state, or territory in which any of its property, estate, effects, or rights may be situated, or in which the Company may desire to carry on business, and to appoint local boards or committees, attorneys, or agents (with such powers as the Directors of the Company may determine) to represent the Company in any such town, country, colony, state, or territory.
- (w) To do all or any of the above things in any part of the world, and either alone or in conjunction with others, and as principals, agents, trustees, contractors, or otherwise, or by or through agents, sub-contractors, trustees, or otherwise.
- (x) To do all such other things as are or may be deemed incidental or conducive to the attainment of the above objects or any of them.

The intention is that the object specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited.

5. The share capital of the Company is Five million Rupees (Rs. 5,000,000), divided into Fifty thousand (50,000) ordinary shares of One hundred Rupees (Rs. 100) each.

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

Name and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. S. MITCHELL, Colombo	One
R. W. FORBES, Colombo	One
W. A. COLE, Colombo	One
R. J. MACKENZIE, Colombo	One
O. P. RUST, Colombo	One
L. F. FOUCAR, Colombo	One
J. M. SOUTER, Colombo	One
Total Shares taken	Seven

Witness to the seven above signatures, at Colombo, this 23rd day of June, 1920:

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

ARTICLES OF ASSOCIATION OF DARLEY, BUTLER & COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The word "Company" means "Darley, Butler & 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 a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

SHARES.

4. Without prejudice to any special rights previously conferred on the holders of existing shares in the Company, any share in the Company may be issued with or subject to such preferred, deferred, or other special rights, or such conditions or restrictions, whether in regard to dividend, voting, return of share capital, or otherwise, as the Company may from time to time determine in General Meeting.

5. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class.

6. Every person whose name is entered as a member in the register of members shall, without payment, be entitled to a certificate under the common seal of the Company, specifying the shares held by him and the amount paid up thereon, provided that in respect of shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint-holders shall be sufficient delivery to all.

7. If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee, if any, not exceeding fifty cents, and on such terms, if any, as to evidence and indemnity as the Directors think fit.

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

9. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional for any shares in the Company, provided that the commission does not exceed twenty per cent. on the nominal value of such shares or an amount equivalent thereto, and such commission may be paid in whole or in part, in cash or fully or partly paid shares of the Company as may be arranged. All statutory requirements in regard to the payment of any such commission shall be duly observed by the Directors.

LIEN.

10. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a lien on all shares standing registered in the name of a single person, for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

11. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled, by reason of his death or bankruptcy, to the share. The proceeds of the sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (unless the shares were also subject to a lien for sums not presently payable, in which case such residue shall be subject to a like lien for such sums as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date of the sale. The purchaser shall be registered as the holder of the shares, and he shall not be bound to see to the application of the purchase-money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

CALLS ON SHARES.

12. The Directors may from time to time make calls upon the Members in respect of any moneys unpaid on their shares, provided that no call shall exceed one-fourth of the nominal amount of the share, or be payable at less than one month from the last call; and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on his shares. A call may be made payable by instalments.

13. The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

14. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of ten per cent. per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of the interest wholly or in part.

15. The provisions of these regulations as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had become payable by virtue of a call duly made and notified.

16. The Directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.

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

TRANSFER AND TRANSMISSION OF SHARES.

18. The instrument of transfer of any share in the Company shall be executed both by the transferor and transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

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

I, A.B., of _____ (in consideration of the sum of Rs. _____ paid to me by C.D., of _____ (hereinafter called "the said transferee") do hereby transfer to the said transferee the share (or shares) numbered _____ in the undertaking called Darley, Butler & Company, Limited, to hold unto the said transferee, his executors, administrators, and assigns, subject to the several conditions on which I held the same at the time of the execution thereof, and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid.

As witness our hands the _____ day of _____

Witness to the signature of, &c. _____

20. The Directors may without assigning any reason therefor decline to sanction or register any transfer of shares to a person who is not already a Member, and may also decline to register any transfer of shares on which the Company has a lien. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year. The Directors may decline to recognize any instrument of transfer, unless (a) a fee not exceeding Rs. 2.50 is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

21. The executors or administrators of a deceased sole holder of a share shall be the only persons recognized by the Company as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor, or the executors or administrators of the deceased survivor, shall be the only persons recognized by the Company as having any title to the share.

22. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall, upon such evidence being produced as may from time to time be required by the Directors, have the right, either (with the previous consent of the Directors, which they shall be at liberty to withhold without assigning any reason) to be registered as a Member in respect of the share, or (subject to the provisions and restrictions as to transfer hereinbefore contained), instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made, and the Directors shall in either case have the same right and duty to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy.

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

FORFEITURE OF SHARES.

24. If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

25. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

26. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. The forfeiture of a share shall include all dividends declared in respect thereof, but not actually paid before the forfeiture.

27. A forfeited share may be sold, re-allotted, or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale, re-allotment, or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

28. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company receive payment in full of the nominal amount of the shares.

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

30. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

CONVERSION OF SHARES INTO STOCK.

31. The Directors may, with the sanction of the Company previously given in General Meeting, convert any paid-up shares into stock, and may with the like sanction reconvert any stock into paid-up shares of any denomination.

32. The holders of stock may transfer the same, or any part thereof, in the same manner and subject to the same regulations and restrictions as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; but the Directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but the minimum shall not exceed the nominal amount of the shares from which the stock arose.

33. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges, and advantages as regards dividends, votings at Meetings of the Company, and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company) shall be conferred by any such aliquot part of stock as would not, if existing in shares, have conferred that privilege or advantage.

34. Such of the regulations of the Company as are applicable to paid-up shares shall apply to stock, and the words "share" and "Shareholder" therein shall include "stock" and "Stockholder."

ALTERATIONS OF CAPITAL.

35. The Company in General Meeting may increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

36. Subject to any direction to the contrary that may be given by the Company in General Meeting, all new shares shall before issue be offered to such persons as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article.

37. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer-transmission, forfeiture, and otherwise as the shares in the original share capital.

38. The Company may by Special Resolution—

- (a) Consolidate and divide its share capital into shares of larger amount than its existing shares.
- (b) By subdivision of its existing shares, or any of them, divide the whole or any part of its share capital into shares of smaller amount than is fixed by the Memorandum of Association.
- (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
- (d) Reduce its share capital in any manner, and with and subject to any incident authorized and consent required by law.

GENERAL MEETINGS.

39. 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.

40. Subsequent General Meetings shall be held once in every year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as may be prescribed by the Company in General Meeting, or, in default, as the Directors shall appoint. In default of a General Meeting being so held a General Meeting may be convened by any two Members in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

41. The above-mentioned General Meetings shall be called Ordinary Meetings; all other General Meetings shall be called Extraordinary.

42. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists. If at any time there are not within the Island of Ceylon sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

PROCEEDINGS AT GENERAL MEETINGS.

43. Seven days' notice at the last (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given), specifying the place, the day, and the hour of meeting, and, in case of special business, the general nature of such business shall be given in manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by the Company in General Meeting, to such persons as are, under the regulations of the Company, entitled to receive such notices from the Company, but the accidental omission to give such notice to or the non-receipt of such notice by any Member shall not invalidate the proceedings at any General Meeting. A meeting may with the written consent of all the Members be convened by a shorter notice and in such manner as the Members think fit.

44. All business shall be deemed special that is transacted at the Extraordinary Meeting and all that is transacted at an Ordinary Meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets, and the ordinary report of the Directors and Auditors, the election of Directors and other officers in the place of those retiring by rotation, and the fixing of the remuneration of the Auditors.

45. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two Members personally present shall be a quorum.

46. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

47. The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company.

48. If there is no such Chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman, the Members present shall choose some Director, or if no Director is present, or if all the Directors decline to take the chair, they shall choose some Member present to be Chairman of the meeting.

49. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

50. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least two Members or by the holder or holders in person or by proxy of at least one-twentieth part of the issued share capital of the Company and, unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

51. If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

52. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.

53. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs.

VOTES OF MEMBERS.

54. On a show of hands every Member present in person shall have one vote. On a poll every Member shall have one vote for each share of which he is the holder, but this provision shall be subject and without prejudice to any special rights or restrictions as to voting for the time being attached to any special class of shares.

55. In the case of joint-holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint-holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

56. A Member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his Committee, *curator bonis*, or other person in the nature of a Committee or *curator bonis* appointed by that Court, and such Committee, *curator bonis*, or other person may, on a poll, vote by proxy.

57. No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

58. On a poll votes may be given either personally or by proxy or by attorney.

59. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing, or if the appointor is a corporation, either under the common seal or under the hand of an officer or attorney so authorized. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he has been appointed to act at that meeting as proxy for a corporation.

60. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company not less than twenty-four hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

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

Darley, Butler & Company, Limited.

I, _____, of _____, in the _____ of _____, being a Member of Darley, Butler & Company, Limited, hereby appoint _____, of _____, or failing him, _____, of _____, as my proxy to vote for me and on my behalf at the (Ordinary or Extraordinary as the case may be) General Meeting of the Company, to be held on the _____ day of _____, 19—, and at any adjournment thereof.

Signed this _____ day of _____, 19—.

DIRECTORS.

62. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than two nor more than five.

63. The first Directors of the Company shall be William Edward Mitchell, Frank Smedley Mitchell, Ernest Reed Williams, Hugh Kenneth Armstrong, and Wilfred Arthur Cole.

64. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. Provided always that if any Director shall be called upon to perform any special or extra services, the Board may vote him such additional remuneration as in the circumstances of the case may appear to them to be just.

65. The qualification of a Director shall be shares in the Company to the nominal value of Rs. 500.

POWERS AND DUTIES OF DIRECTORS.

66. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in getting up and registering the Company, and may exercise all such powers of the Company as are not by these Articles required to be exercised by the Company in General Meeting, subject, nevertheless, to any regulations of these Articles, and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

67. The Directors may from time to time appoint one or more of their body to the office of Managing Director, for such term and at such remuneration (whether by way of salary or commission, or participation in profits, or partly in one way and partly in another) as they may think fit, and a Director so appointed shall not, while holding that office, be subject to retirement by rotation, or taken into account in determining the rotation of retirement of Directors; but (subject to any arrangement between a Managing Director and the Company) his appointment shall be subject to determination *ipso facto* if he ceases from any cause to be a Director, or if the Company in General Meeting resolve that his tenure of the office of Managing Director be determined.

68. The Directors shall duly comply with the provisions of the Joint Stock Companies Ordinance, No. 4 of 1861, or any statutory modification thereof for the time being in force, and in particular with the provisions in regard to the registration of the particulars of mortgages and charges affecting the property of the Company, or created by it, and to keeping a Register of the Directors, and to sending to the Registrar of Companies an annual list of Members, and a summary of particulars relating thereto, and notice of any consolidation or increase of share capital, or conversion of shares into stock, and copies of special resolutions, and a copy of the Register of Directors, and notifications of any changes therein.

69. The Directors shall cause minutes to be made in books provided for the purpose—

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

THE SEAL.

70. 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.

DISQUALIFICATION OF DIRECTORS.

71. Subject to the provisions of any agreement for the time being subsisting, the office of a Director shall be vacated, if the Director—

- (a) Becomes bankrupt; or
- (b) Is found lunatic or becomes of unsound mind; or
- (c) By notice in writing to the Company resigns his office.

72. No Director shall vacate his office by reason of his being a member or otherwise interested in any company which has entered into contracts with or done any work for the Company or by reason of his being in any way concerned or interested in any contract or arrangement with the Company or be liable to account for any profits made by him in connection with any such contract work or arrangement, provided that before the contract or arrangement is entered into or so soon thereafter as he becomes interested therein he shall disclose in writing to the Board his interest in the contract work or arrangement, but a Director shall not vote as a Director in respect of any such contract work or arrangement, and if he does so vote his vote shall not be counted. A Director shall not, however, be precluded from voting as a Director on any contract or arrangement for giving him security for moneys advanced or to be advanced by him to the Company, or for giving him security by way of indemnity for any guarantee or liability given or incurred, or to be given or incurred by him for the benefit of the Company, and the above prohibition as to voting may at any time be suspended or relaxed to any extent by the Company in General Meeting.

73. A Director may hold any other office or place of profit under the Company except that of Auditor.

ROTATION OF DIRECTORS.

74. At the Ordinary Meeting of the Company in the year 1921 and at the Ordinary Meeting in every subsequent year, one-third of the Directors for the time being, or if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office. The Directors (if any) to retire in each year (if more than one) shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

75. The Company at the General Meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto. A retiring Director shall be eligible for re-election.

76. If at any meeting at which an election of Directors ought to take place, the places of the vacating Directors are not filled up, the vacating Directors, or such of them as have not had their places filled up, shall be deemed to have been re-elected unless at such meeting it shall be determined to reduce the number of the Directors.

77. The Company may from time to time in General Meeting increase or reduce the number of Directors, and determine in what rotation the increased or reduced number is to go out of office, and any casual vacancy occurring in the Board of Directors may be filled up by the Directors, but a person chosen to fill a casual vacancy shall retire from office at the next following Ordinary General Meeting, when he shall be eligible for re-election.

78. The Directors shall have power at any time, and from time to time, to appoint a person as an additional Director, who shall retire from office at the next following Ordinary General Meeting, but shall be eligible for election by the Company at that meeting as an additional Director.

79. The Company may by extraordinary resolution remove any Director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his stead; the person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

PROCEEDINGS OF DIRECTORS.

80. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

81. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two.

82. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.

83. 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 within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

84. The Directors may delegate any of their powers to committees consisting of such Member or Members of their body as they think fit; any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Directors.

85. A committee may elect a Chairman of their meetings, if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairman of the meeting.

86. A Committee may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present, and in case of an equality of votes the Chairman shall have a second or casting vote.

87. All acts done by any meeting of the Directors, or of a Committee of Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

88. A resolution in writing signed by all the Directors shall have the same effect and validity as a resolution of the Board duly passed at a meeting of the Board duly convened and constituted.

DIVIDENDS AND RESERVE.

89. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors, or be paid otherwise than out of profits.

90. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company according to the estimate formed by them thereof.

91. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares. No amount paid on a share in advance of calls shall, while carrying interest, be treated for the purposes of this article as paid on the share.

92. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves, which shall, at the discretion of the Directors, be applicable for meeting contingencies, or for equalizing dividends, or for the payment of special dividends or bonuses, or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit.

93. 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 Shareholder 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 person entitled to the dividend, and such appointment shall be effective.

94. If several persons are registered as joint-holders of any share, any one of them may give effectual receipts for any dividend, bonus, or other moneys payable on the share.

95. Notice of any dividend that may have been declared shall be given in manner hereinafter mentioned to the persons entitled to share therein.

96. No dividend or interest shall bear interest against the Company.

CAPITALIZATION OF RESERVES.

97. The Company in General Meeting may at any time, and from time to time, pass a resolution that any sum or sums not required for the payment or provision of any fixed preferential dividend, and (a) forming part of the undivided profits standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares, debentures, or debenture stock of the Company, or (b) being undivided nett profits in the hands of the Company be capitalized, and that any such sum or sums be set free for distribution and be appropriated as capital to and amongst

the ordinary Shareholders who would have been entitled thereto if the same had been distributed by way of dividend on the ordinary shares, and in the shares and proportions in which they would have been entitled, and in such manner as the resolution may direct, and such resolution shall be effective; and the Directors shall in accordance with such resolution apply such sum or sums in paying up in full any unissued shares in the capital of the Company on behalf of the ordinary Shareholders aforesaid, and appropriate such shares to and distribute the same, credited as fully paid up, amongst such Shareholders in the proportions aforesaid in satisfaction of their shares and interests in the said capitalized sum, or shall apply such sum or sums or any part thereof on behalf of the Shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued ordinary shares held by such Shareholders, or otherwise deal with such sum or sums as directed by such resolution. Where any difficulty arises in respect of any such distribution, the Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any fully paid up shares, make cash payments to any Shareholders on the footing of the value so fixed, in order to adjust rights, and vest any such shares in trustees upon such trusts for the persons entitled to share in the appropriation and distribution, as may seem just and expedient to the Directors.

ACCOUNTS.

98. The Directors shall cause true accounts to be kept—

Of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place; and
Of the assets and liabilities of the Company.

99. The books of account shall be kept at the Registered Office of the Company, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

100. 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 any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or documents of the Company, except as conferred by statute or authorized by the Directors, or by the Company in General Meeting.

101. Once at least in every year the Directors shall lay before the Company in General Meeting a profit and loss account for the period since the preceding account, or (in the case of the first account) since the incorporation of the Company made up to a date not more than six months before such meeting.

102. A balance sheet shall be made out in every year and laid before the Company in General Meeting, made up to a date not more than six months before such meeting. The balance sheet shall be accompanied by a report of the Directors as to the state of the Company's affairs, and the amount which they recommended to be paid by way of dividend, and the amount, if any, which they propose to carry to a reserve fund.

103. A copy of the balance sheet and report shall, seven days previously to the meeting, be sent to the persons entitled to receive notices of General Meetings in the manner in which notices are to be given hereunder.

AUDIT.

104. 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.

105. 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.

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

107. 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.

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

109. 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 or persons who shall hold office until the next Ordinary General Meeting after his appointment.

110. 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.

111. 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.

NOTICES.

112. A notice may be given by the Company to any Member, either personally or by sending it by post to him to his registered address, or (if he has no registered address in the Island of Ceylon) to the address, if any, within the Island of Ceylon supplied by him to the Company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post.

113. If a Member has no registered address in the Island of Ceylon, and has not supplied to the Company an address within the Island of Ceylon for the giving of notices to him, he shall not be entitled to receive any notices from the Company.

114. A notice may be given by the Company to the joint-holders of a share by giving the notice to the joint-holder named first in the register in respect of the share.

115. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, in the Island of Ceylon, supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

116. Notice of every General Meeting shall be given in some manner hereinbefore authorized to (a) every Member of the Company, except those Members who (having no registered address within the Island of Ceylon) have not supplied to the Company an address within the Island of Ceylon for the giving of notices to them, and also (b) every person entitled to a share in consequence of the death or bankruptcy of a Member, who, but for his death or bankruptcy, would be entitled to receive notice of the Meeting. No other persons shall be entitled to receive notices of General Meetings.

INDEMNITY.

117. The Directors, Auditors, Secretary, and other officers for the time being of the Company, and any trustees for the time being acting in relation to any of the affairs of the Company, and their heirs, executors, and administrators, respectively, shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages, and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful neglect or default respectively, and no such officer or trustee shall be answerable for the acts, receipts, neglects, or defaults of any other officer or trustee, or for joining in any receipt for the sake of conformity, or for the solvency or honesty of any bankers or other persons with whom any moneys or effects belonging to the Company may be lodged or deposited for safe custody, or for any insufficiency or deficiency of any security upon which any moneys of the Company shall be invested, or for any other loss or damage due to any such cause as aforesaid, or which may happen in or about the execution of his office or trust, unless the same shall happen through the wilful neglect or default of such officer or trustee.

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

F. S. MITCHELL.
R. W. FORBES.
W. A. COLE.
R. J. MACKENZIE.
O. P. RUST.
L. F. FOUCAR.
J. W. SOUTER.

Witness to the seven above signatures, at Colombo, this 23rd day of June, 1920 :

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

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF THE JAFFNA FOOD PRODUCTS COMPANY, LIMITED.

1. The name of the Company is "THE JAFFNA FOOD PRODUCTS COMPANY, LIMITED."
2. The registered office of the Company is to be established at Vannarponnai in Jaffna.
3. The objects for which the Company is established are :—
 - (a) To purchase, lease, take in exchange, or otherwise acquire any land or lands or any share or shares thereof in Ceylon or elsewhere ; and to cultivate the same or any part thereof with all kinds of food products, or cotton, coconut, rubber, tea, coffee, or with any other products that may from time to time be approved of by the Company ; and to establish and carry on a dairy farm.
 - (b) To trade in rice, paddy, dry grains, and other food products, cotton goods, and all or any other article or articles of trade procurable in Ceylon or elsewhere ; and to buy and sell live stock.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Rupees One hundred thousand (Rs. 100,000), divided into Ten thousand (10,000) shares of Rupees Ten each with power to increase the capital.

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.
M. SABARATNASINGHE, B.A., Professor, Hindu College, Jaffna ..	.. One
V. S. S. KUMARASWAMY, B.A., Advocate, Jaffna ..	.. One
K. S. VEERAWAGU, Notary Public, Vannarponnai ..	.. One
A. KULATHUNGAR, Merchant, Tellippallai ..	.. One
V. MUTTUKUMARU, M.A., Professor, Hindu College, Jaffna ..	.. One
A. AMBALAWANAN, Proctor, Jaffna ..	.. One

Witness to the above six signatures, at Vannarponnai, this 12th day of June, 1920 :

S. KANAGARAYAR,
Proctor, Supreme Court, Jaffna.

K. VAITHIALINGAM, Mallagam, Jaffna One

Witness to the above signature of Mr. K. Vaithialingam, at Mallagam, this 14th day of June, 1920 :

M. SUBRAMANIAM,
Proctor and Notary, Jaffna.

[Second Publication.]

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1130 Gales 25
 1918
 Memorandum of Association

MEMORANDUM OF ASSOCIATION OF THE FARNHAM ESTATE COMPANY, LIMITED.

1. The name of the Company is "THE FARNHAM ESTATE COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are —
 - (a) To take on lease for a term of fifty years computed from the first day of January, 1920, all that estate called and known as Farnham, in the District of Colombo, Ceylon, and with a view thereto to adopt and carry into effect with or without modification the agreement No. 3,432 dated the 24th day of June, 1920, referred to in Article I of the Company's Articles of Association.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, any other 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 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 properties 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 portion 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, cocoa, 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 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, mineral, 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 time 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 seeds, 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 find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, coconuts, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange or mortgage, the Company's estates, lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds, to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.
 - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or effecting 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 purpose of the Company.

- (z) 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 however, 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 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 member or persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Three Hundred Thousand Rupees (Rs. 300,000) divided into thirty thousand (30,000) 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.
THOS. S. CLARK, Colombo	One
A. N. CLARK, Colombo	One
W. E. KEELL, Colombo	One
A. B. DIXIE, Colombo	One
C. B. FINNEY, Colombo	One
L. M. MOTE, Colombo	One
LESLIE W. F. DE SARAM, Colombo	One
Total number of Shares taken ..	Seven

Witness to the signatures of THOS. S. CLARK, A. N. CLARK, W. E. KEELL, A. B. DIXIE, C. B. FINNEY, L. M. MOTE, and LESLIE W. F. DE SARAM, at Colombo, this 7th day of July, 1920.

W. A. S. DE VOS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE FARNHAM ESTATE COMPANY, LIMITED.

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

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 Farnham Estate 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, association, 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.

PRELIMINARY AGREEMENT.

1. The Company shall forthwith adopt the agreement No. 3,432 dated the 24th day of June, 1920, and made between John William Banforth of the one part and Alfred Beaumont Sewell Dixie on behalf of this Company of the other part, and the Directors shall carry the same into effect by taking on lease the Estate called and known as Farnham Estate for a term of fifty years computed from the first day of January, 1920, upon the terms and conditions set out in the said agreement with full power, nevertheless, at any time, and from time to time, either before or after the adoption of the said agreement to agree to any modification thereof. The basis on which the Company is established is that the Company shall carry the said agreement into effect, subject to such modifications, if any, as aforesaid and accordingly no objection shall be made to the said agreement by the Company or by any member, creditor, or liquidator thereof upon the ground that any agents or other persons interested therein are to be first Directors of the Company, or as promoters, agents, or otherwise stand in a fiduciary position towards the Company, or that there is in the circumstances no independent Board of the Company, or on any other ground whatsoever, and the said agreement when adopted and carried into effect with or without modification shall not be liable to be set aside on any such grounds as aforesaid, or upon any ground in anywise connected therewith, and every member of the Company present and future shall be deemed to have full notice of the contents of the said agreement and to sanction the same and to agree to be bound thereby or by any such modification thereof as aforesaid, and to join the Company on the basis aforesaid.

BUSINESS.

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.

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 Three hundred thousand Rupees (Rs. 300,000), divided into 30,000 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 resolutions 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 shares taken by the subscribers to the Memorandum of Association and those to be allotted pursuant to the agreement referred to in Article 1 hereof shall be duly issued by the Directors. No further shares shall be issued without the authority of the Company in General Meeting. Subject to any direction to the contrary which may be given by the meeting which authorizes the issue of further shares, the further shares to be issued shall be offered to the members in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled, and limiting the time within which the offer if not accepted will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may allot or otherwise dispose of the same to such persons and upon such terms as they think fit.

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

10. 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.

11. 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 land, 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 directs.

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 clauses 35 and 36 to become a Shareholder in respect of any share.

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

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 name 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 two rupees and fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment 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 shares, 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 alien 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) 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 a 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 shares 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 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 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 affected 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 member 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 exceed Rupees Fifty Thousand, and the Directors shall 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.

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. 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.

55. 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.

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 persons 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 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.

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Farnham Estate 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, exclusive of any Director nominated under clause 90 hereof, 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 other than one nominated under clause 90 hereof shall be his holding in his own right at least ten fully or partly paid shares in the Company upon which all calls for the time being have been paid, and the 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 One Thousand Rupees (Rs. 1,000) each annually, 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 Thomas Staines Clark, Edwyn Stanhope Clark, and Walter Edward Keell, 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. The mortgagees for the time being under bonds bearing Nos. 9,444 and 9,445, dated 29th November, 1907, attested by Frederick John de Saram of Colombo, Notary Public, and under bond No. 2,010, dated the seventh day of July, 1920, attested by L. W. F. de Saram of Colombo, Notary Public, or any Assignment or Assignments thereof shall, so long as any money remains payable to them in terms of the said mortgage bonds, have the right at any time of nominating a Director, such nomination to be by writing sent under registered cover addressed to the Company at its registered office in Colombo and such nomination to be effective immediately upon receipt in Colombo by the Company at its registered office of the said notice. It shall not be necessary for any Director nominated as aforesaid to acquire the qualification of a Director provided for in article 87 hereof, nor shall the provisions of Articles 91, 92, 93, 96, 97, and 103 (a), (d), and (e) apply in the case of any Director nominated as aforesaid. Provided always that if the mortgagees for the time being under the said mortgage bonds bearing Nos. 9,444, 9,445, and 2,010 and any assignment or assignments thereof are unable to agree as to who shall be nominated as a Director in exercise of the right aforesaid then the mortgagees under whichever of the said three mortgage bonds shall be in force and shall bear prior date or any assignment of such prior dated mortgage bond shall have the right of nominating a Director in manner aforesaid. Any Director nominated in manner aforesaid shall hold office until his nomination shall be revoked. Such revocation being exercisable by the parties at the time entitled to nominate a Director in manner aforesaid and to be by writing sent in the same manner as is hereinbefore provided with regard to the nomination of a Director.

90. (a) One (or more) of the Directors may be appointed by the Directors to act as Secretary, Managing Director, and (or) Visiting Agent of the Company, or Superintendent 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, and (or) Visiting Agent, or Superintendent.

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 a 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 said agreement and to acquire the lease of Farnham estate aforesaid.

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

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

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 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 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, and 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 an 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 minutes 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 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 be due or owing from him (whether alone or jointly with any other person) to the Company in respect of such share or shares, or otherwise howsoever.

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATING 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 afore-written Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

THOS. S. CLARK.
A. N. CLARK.
W. E. KEELL.
A. B. DIXIE.
C. B. FINNEY.
L. M. MOTE.
LESLIE W. F. DE SARAM.

Witness to the signatures of THOS. S. CLARK, A. N. CLARK, W. E. KEELL, A. B. DIXIE, C. B. FINNEY, L. M. MOTE, and LESLIE W. F. DE SARAM, at Colombo, this 7th day of July, 1920:

W. A. S. DE Vos,
Proctor, Supreme Court, Colombo.

[First Publication.]

Auction Sale under Mortgage Decree, D. C., Colombo, No. 52,195.

Mortgagee Baron Perera Appuhamy of Bellantara vs. Rajapakse Don Hendrick Jayasekera, Police Headman of Buttipitiya.

BY virtue of the commission issued to me in the above case, I shall sell by public auction, on Saturday, August 28, 1920, at the spot at 2.30 P.M., viz.:—An undivided 2,659/3,528 parts of the land called Katagahawatta and an undivided lot of the undivided 1/7 part of the same land, in extent an acre, and everything appertaining thereto, situated at Puwakpitiya, in Meda pattu of Siyane korale, Colombo District, in extent 9 acres and 4 4/5 perches; (2) the entire soil, fruit trees, and everything of the land called Halgahawatta, situated as aforesaid, in extent about 4 bushels paddy sowing; (3) an undivided 1/4 part of the soil and everything appertaining thereto of the land called Kongahalands, situated at Pasgammanna in Meda pattu aforesaid, containing in extent 15 acres 3 roods and 22 perches.

Further particulars from C. H. Gomes, Esq., Proctor Hulftsdorp, or—

R. C. HEYZER,
Auction Rooms: 41, Darley road, Auctioneer and Broker.
Office: Dam street.

Auction Sale under Mortgage Decree, D. C., Colombo, No. 38,572.

BY virtue of the commission issued to me in case No. 38,572 of the District Court of Colombo, I shall sell by public auction on Friday, August 27, 1920, at the spot at 5 P.M.:—An allotment of land called Bakinigahawatta situated at Galkapanawatta, within the Municipality of Colombo, containing in extent 2 roods and 34 perches.

The above sale takes place at the risk of the original purchaser for the recovery of the 9/10 purchase amount.

Further particulars from J. L. Perera, Esq., Proctor, Hulftsdorp, or—

Auction Rooms: 41, Darley road R. C. HEYZER,
Office: Dam street. Auctioneer.

Auction Sale of a Valuable Premises bearing Assessment No. 928 143 situated at New Moor Street, Colombo.

Under Partition Ordinance.

BY virtue of the commission issued to me in case No. 54,203 of the District Court of Colombo, I shall sell by auction, on Saturday, August 21, 1920, at 4 P.M., at the spot, all that block of land with the building thereon bearing assessment No. 928/143, New Moor street, Colombo; containing in extent 4 29/100 perches.

The said premises will be first put up for sale among the co-owners thereof at the price at which the same has been valued, and, if not purchased by any co-owner will immediately thereafter be put up for sale by public auction to the highest bidder.

For further particulars apply to Messrs. J. Leopold Perera and H. T. Ramachandra, Proctors and Notaries.

R. C. HEYZER,
Auctioneer and Broker.

Auction Rooms : 41, Darley road,
Office : Dam street.

Auction Sale of Two Valuable Properties at Rawatawatta, in Moratuwa.

Under Mortgage Decree.

BY virtue of the commission issued to me in case No. 62,802 of the District Court of Colombo, I shall sell by public auction on Saturday, August 28, 1920, commencing at 4 P.M., at the respective spots :—

(1) All those two contiguous portions of the adjoining gardens called Maragahawatta and Radawatta, together with the trees and buildings standing thereon, situated at Rawatawatta in Moratuwa; containing in extent 33 67/100 perches

(2) An undivided 5/6 of 1/4 share of the land called Wattiyawatta, together with the trees and plantations standing thereon, situated at Rawatawatta aforesaid; containing in extent 35 49/100 perches.

For further particulars apply to J. T. Bartlett, Esq., Proctor and Notary, Hulftsdorp, Colombo, or—

No. 8, Hulftsdorp street,
Colombo.

H. D. JOHN PIERIS,
Auctioneer and Broker.

Auction Sale of Properties at Poththemulla and Mugurugampola, in the District of Negombo.

UNDER decree in case No. 14,039, D. C., Negombo, entered in favour of the plaintiff Pana Lana Kana Runa Vellagamy Palle of Negombo, against the defendants (1) Saranath Pathirannehelage Sanchinona, (2) Sirisin Aratchige Appu Sinno, (3) Sirisin Achchige Carolis Appahamy, legal representative of the estate of Wickrama Achchige Nonohamy, deceased, all of Poththemulla, and by virtue of the order issued to me for the recovery of the sum of Rs. 2,326, with interest on Rs. 1,600 at 30 per cent. per annum from January 13, 1920, to July 1, 1920, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full and costs, I shall sell the under-mentioned properties mortgaged by bond No. 472, dated June 12, 1917, and attested by Tudor Ranasinghe, Notary, as primary mortgage, by public auction at the respective spots on Wednesday, September 1, 1920, to wit :—

At 2 P.M.

(1) The land called Delgahawatta, situate at Poththemulla, in Udugaha pattu of Hapitigam korale, in the District of Negombo, Western Province, in extent 3 roods and 35 perches.

At 2.15 P.M.

(2) The land called Delgahawatta, situate at Poththemulla aforesaid, in extent 3 roods.

At 3 P.M.

(3) The undivided 6/8 shares of the land called Delgahawatta, situate at Mugurugampola, in Udugaha pattu of Hapitigam korale aforesaid, in extent about 1 acre.

For further particulars please apply to Messrs. Amerasinghe & Ranasinghe, Proctors and Notaries, Negombo, or—

Negombo, July 3, 1920.

M. P. KURERA,
Auctioneer.

Auction Sale of Properties at Gonnulla, in the District of Kurunegala.

UNDER decree in case No. 14,143 of the District Court of Negombo, entered in favour of the plaintiff Rawanna Mana Nana Rawanna Mana Ramanaden Chetty of Negombo, against the defendants (1) Rantilakapedige Sirla Vela, (2) Hewasundarapedige Bilindi, (3) Rantilakapedige Thethua, Vel-Duraya, (4) Rantilakapedige Menika, Police Duraya, (5) Rantilakapedige Sethua, all of Gonnulla, and by virtue of the order to sell issued to us thereunder for the recovery of the sum of Rs. 3,575 with interest on Rs. 2,200 at 30 per cent. per annum from March 22, 1920, to May 25, 1920, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full and costs of suit, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 105, dated October 20, 1917, attested by S. K. Wijeratnam, Notary, by public auction at the respective spots, on Tuesday, August 31, 1920, to wit :—

Commencing at 2 P.M.

(1) The undivided 2/3 shares of the contiguous portions of the high and low land called Goroggahamulakumbura, in extent about 8 acres, a portion of Rukathanagahawatta, in extent about 1 acre, and Kahatagahamulapillewa, in extent about 1/2 an acre, situated at Gonnulla, in Katugampola hatpattu of the Pitigal korale, in the District of Kurunegala, North-Western Province.

(2) The land called Talgahamulawatta at Gonnulla aforesaid, in extent about 2 acres and 2 roods.

(3) An undivided 1/2 share of the contiguous portions of the high and low lands called Thimbirigahakumbura, Kohombagahawatta, and Delgahayaya at Gonnulla aforesaid, in extent about 30 acres with the buildings thereon.

(4) An undivided 1/2 share of the land called Kahatagahawatta at Gonnulla aforesaid, in extent about 2 lahas of kurakkan sowing ground.

(5) An undivided 1/2 share of the contiguous portions of lands called Ambagahakumbura, in extent 1 amunam of paddy sowing, and Paragahamulapillewa, in extent 1 laha of kurakkan sowing, at Gonnulla aforesaid.

Further particulars from S. K. Wijeratnam, Esq., Proctor, Supreme Court, and Notary, Negombo, or from—

Negombo, August 3, 1920.

M. P. KURERA & Co.,
Auctioneers.

Auction Sale of a Valuable Property at Mahahunupitiya, just outside the Negombo Town.

UNDER decree in case No. 13,948, in the District Court of Negombo, entered in favour of the plaintiff Kawanna Suna Pana Suna Suppramaniam Chetty of Negombo, against the defendant Cyril Joseph Reginald de Silva of Gregory's road, Cinnamon Gardens, Colombo, and by virtue of the order to sell issued to me thereunder for the recovery of the sum of Rs. 10,757.50 with interest thereon at 9 per cent. per annum from December 16, 1919, till payment in full and costs of suit, Rs. 224.63, I shall sell the under-mentioned property mortgaged by bond No. 352, dated March 7, 1917, attested by G. de Zoysa, Notary, by public auction, at the spot, at 10 A.M., on Monday, August 30, 1920, to wit :—

All that undivided 1/2 share and the life interest of the above-named defendant in the 98/120 undivided shares of and from lot A of the land called Dawatagahawatta, situate at Mahahunupitiya, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent 32 acres 3 roods and 23.5 perches, according to the figure of survey No. 6,831, dated February 8, 1916, made by Peter de Almeida, Licensed Surveyor.

Further particulars from Gregory de Zoysa, Esq., Proctor and Notary, or from—

Negombo, August 3, 1920.

M. P. KURERA,
Auctioneer.

Auction Sale of Valuable Properties in Gampola.

UNDER mortgage decree in District Court, Kandy, case No. 28,083, entered in favour of the plaintiff Kana Luna Cader Sairo of Gampola, against the defendants Don Theodore P. P. P. of Gampola and M. P. V. E. Muttupalapa Chetty of Colombo street, Kandy, I shall sell by public auction, at the respective spots, at 2.30 p.m. on Saturday, August 28, 1920.

1. All that portion of land in extent 3 acres 3 roods 14 perches out of the land called Weegulawatta, situate at Gampolawela in Ganga Ihala korale of Udapalata.

2. All that portion of field in extent 4 acres 3 roods 18 perches out of the aforesaid land called Weegulawatta, situate at Gampolawela aforesaid.

For further particulars apply to Messrs. Weerasooria & Wijenaika, Proctors and Notaries, Kandy, or to me :

A. R. WICKREMESAKERE,
No. 9, Malabar street, Kandy. Auctioneer.

Auction Sale.

In the District Court of Galle.

Seekkuruwasana Suwaderis of Poramba..... Plaintiff.
No. 17,194. Vs.

Ilandari Dewa James of Karandeniya (dead).. Defendant.
Hewadawage Tisaneris of Maha Edanda in Karandeniya Substituted defendant.

UNDER and by virtue of the decree entered in the above case and the order issued therein, I shall sell by public auction at the spots, on August 28, 1920, commencing at 2 P.M., the following property specially bound and executable for the recovery of the amount of the said decree, viz. :—

1. An undivided $\frac{1}{2}$ and $\frac{1}{20}$ part of all the fruit trees and soil of the portion of land Ettalagodawatta *alias* Kerewewatta, situate at Ettalagoda *alias* Kerewegoda, in Karandeniya in Wellaboda pattu of Galle, in extent 2 acres 3 roods and 12 perches.

2. An undivided $\frac{1}{20}$ part of all the fruit trees and soil of a portion of Ettalagodawatta *alias* Kerewewatta, situate at Kerawegoda or Karandeniya aforesaid, in extent about 2 acres.

3. The entire field called Udumulekattiya, situate at Madawalakumbura, in Karandeniya aforesaid, 1 pela of paddy sowing extent.

4. An undivided $\frac{1}{20}$ part of Kanda-addarakumbura, situate at Karandeniya aforesaid, about 1 amunam of paddy sowing extent.

5. An undivided $\frac{1}{2}$ part of all the fruit trees and soil of Kahatagahawatta *alias* Ginigalagodawatta, together with the incomplete house of eleven carpenter's cubits constructed thereon by Ilandari Dewa Nando aforesaid, situate at Maha Edanda in Karandeniya, about 1 rood.

CHAS. M. GOONASEKERA,
Galle, July 30, 1920. Auctioneer.

Auction Sale.

In the District Court of Galle.

Vana Epa Lexa Shona Letchimanan Chetty of Galle Plaintiff.
No. 17,465. Vs.

Salman de Silva Dhansyake of Ettiligoda in Galle Defendant.

UNDER and by virtue of the decree entered in the above case and the order issued therein, I shall sell by public auction, at the spot, on September 4, 1920, at 3 P.M., the following property specially bound and executable for the recovery of the amount of the said decree :—

An undivided $\frac{1}{2}$ part of all the trees and soil of Lokanwatta and of the whitewashed tiled house of 9 carpenter's cubits standing thereon, situate at Ettiligoda in Galle, in extent about $\frac{1}{2}$ acres.

CHAS. M. GOONASEKERA,
Galle, August 2, 1920. Auctioneer.

Auction Sale.

In the District Court of Galle.

Vana Epa Lexa Shona Letchimanan Chetty of Galle. Plaintiff.
No. 16,572. Vs.

(1) Mohammed Sheriff Mohammed Cassim of Galle Fort,
(2) K. C. Albert de Silva of Galle Bazaar .. Defendants.

UNDER and by virtue of the decree entered in the above case and the order issued therein, I shall sell by public auction, at the several spots, on August 27, 1920, at the hours hereinafter mentioned, the following property specially bound and executable for the recovery of the amount of the said decree :—

Commencing at 3 P.M.

All that undivided $\frac{1}{2}$ part of the allotment of land and of the house thereon bearing old No. 43, and new No. 46, situate in Church street of Galle Fort, in extent about 10 perches.

All that house and premises formerly marked No. 29, and presently No. 17, situate in the Flagstaff street now called and known as Lighthouse street of Galle Fort, in extent 32.29 perches and 260 English feet.

At 4.30 P.M.

An undivided $\frac{1}{2}$ part of all the soil and trees and the entire house of 13 cubits bearing No. 110, standing thereon of the land Mestrielsagewatta *alias* Dangahawatta, situate at Kumbalwella, within the Four Gravets of Galle, in extent 1 acre and 1 perch.

CHAS. M. GOONASEKERA,
Galle, August 2, 1920. Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Jaffna.

(1) Veerakattipillai Sivasampu and wife (2) Kanagammutu of Thirunelvely Plaintiffs.
No. 14,623. Vs.

(1) Naganather Sinniah and wife (2) Sellamma of Thirunelvely Defendants.

UNDER and by virtue of the decree and order in the above case, I shall sell by public auction on Saturday, August 28, 1920, commencing at 10 A.M., at their respective spots, the following properties declared bound and executable for the recovery of the principal, interest, and cost, to wit :—

1. Land situated at Kokkuvil called Puthamaruthan-cadu, Puliyan-kandadi, and Edchaddi, in extent 20 lachams varaku culture, with stone built house, portico, kitchen, 2 wells, and plantations; and bounded on the east by the properties of Thankam, wife of Marimuttu, and Naganathar Sinniah, on the north by the properties of Sinnathamby Muttuvelu and Sinnatamby Selladurai, on the west by front of bye-lane and the property of Annam, wife of Thampipillai, and on the south by the property of Arumugam Kartikesu and shareholders; of this, excluding the share of well lying on the west belonging to the western boundary land, an undivided $\frac{1}{2}$ share, subject to life interest in favour of the first defendant's parents.

2. Land situated at Thirunelvely called Vadalthod-dammekku, in extent 1 lacham varaku culture and 13 $\frac{1}{2}$ kulies, with well and plantations; and bounded on the east by the property of Karunagarer Thampipillai and shareholders, on the north by the property of Thankam, wife of Ekamparam, on the west by road, bye-lane, and the property of Muttuppillai, wife of Thuraiappa, and on the south by bye-lane and the property of Muttuppillai, wife of Thuraiappa. The whole hereof, excluding shares of well and way and water-course belonging to others.

3. Land situated at Kokkuvil called Karampanodai, in extent 32 lachams varaku culture, with plantations; and bounded on the east and west by lane, on the north by the property of Sanmugam Thampapillai, and on the south by the property of Vairavanadar Subramanier and shareholders; of this an undivided $\frac{3}{32}$ shares.

Jaffna, August 2, 1920.

R. KANTAIYAH,
Commissioner.

Cancellation of Power of Attorney.

NOTICE is hereby given that the power of attorney No. 93, dated April 20, 1920, attested by S. D. M. Burhan of Colombo, Notary Public, whereby I appointed Moona Mohamadu Sultan of Potuhera, in the District of Kurunegala, as my attorney, has been revoked, and that the said Moona Mohamadu Sultan of Potuhera, in the District of Kurunegala, ceased to be my attorney from July 30, 1920.

MOONA SEEYANNA SEENEY MOHAMMADU.

Symond's road,
Colombo, July 30, 1920.

Cancellation of Power of Attorney.

NOTICE is hereby given that I have cancelled and revoked the power of attorney No. 2,410, dated January 17, 1920, attested by Mr. C. T. Kandaiya, Notary Public, and registered in the register of written authorities, Vol. II, folio 171, whereby I appointed Pana Lana Muttiah Chetty, son of Palaniappa Chetty and Vana Ena Tirumalai Pillai to be my attorneys, and the said Pana Lana Muttiah Chetty and Vana Ena Tirumalai Pillai have ceased to be my attorneys.

S. G. U. A. CORNELIUS STEWART DICKMAN.

SEENA MEYNA PANA LANA SOMASUNDERAM CHETTY,
No. 156, Sea street,
Colombo, August 2, 1920.

Application for Enrolment as a Proctor.

I, CORNELIUS STEWART DICKMAN, of Bambalapitiya, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and the other Judges of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Lauredale, Bambalapitiya.
Colombo, August 5, 1920.

C. S. DICKMAN.

Application for Enrolment as a Proctor.

I, SAMUDEEN MOHAMMED ABDUL RAHEEMAN, of Negombo, presently of 38, Hulftsdorp, Colombo, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, August 2, 1920.

S. M. A. RAHEEMAN.

Application for Enrolment as a Proctor.

I, NAMASIVAYAM SANGARAPILLAI SIVAPRAGASAM, of No. 274, Dematagoda, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the Supreme Court.

Colombo, August 3, 1920.

N. S. SIVAPRAGASAM.

Application for Enrolment as a Proctor.

I, LADISLAUS GABRIEL MOTHA, of No. 33, Hill street, Colombo, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

August 3, 1920.

L. G. MOTHA.

Application for Enrolment as a Proctor.

I, GEORGE ROSARIO MOTHA, of "Montague House," Laurie's road, Bambalapitiya, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, August 5, 1920.

G. R. MOTHA.

Application for Enrolment as a Proctor.

I, ALBERT EDWARD PERERA JAYATILAKA, of "Athena Grove," Wall street, Kotahena, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

August 2, 1920.

A. E. P. JAYATILAKA.

Application for Enrolment as a Proctor.

I, THOMAS FREDERICK BLAZÉ, of Badulla, but presently of Colpetty in Colombo, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, August 4, 1920.

T. FRED. BLAZÉ.

Application for Enrolment as a Proctor.

I, JOHN T. THAMPAPILLAI, of Hulftsdorp, Colombo, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and other Judges of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, August 3, 1920.

JOHN T. THAMPAPILLAI.

Application for Enrolment as a Proctor.

I, EDWIN MARTIN WEERARATNE JAYASURIYA, of Matara, presently of "The Atelier," Bambalapitiya, do hereby give notice that I, six weeks hence, shall apply to the Hon. the Chief Justice and other Judges of the Supreme Court to be admitted and enrolled a Proctor of the said Court.

August 2, 1920.

EDWIN M. W. JAYASURIYA.

APPLICATIONS FOR FOREIGN LIQUOR LICENSES, &c.

I hereby give notice that I have on July 29, 1920, applied to the Government Agent, Western Province, Colombo, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1921:—

Schedule referred to.

Name and address of applicant: A. Lainel, Agent General, "Francexport."

Description of license or licenses applied for: Wholesale foreign liquors.

State whether application is for renewal of existing license or new license: For renewal of existing license.

Situation of premises to be licensed: 18, Upper Chatham street.

A. LAINEL.

We hereby give notice that we have on July 9, 1920, applied to the Government Agent, Western Province, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1921:—

Schedule referred to.

Name and address of applicant: The Societe Maritime et Commerciale, du Pacifique, 26A, College street, Kotahena, Colombo.

Description of license applied for: Wholesale license for the sale of foreign liquor.

State whether application is for renewal of existing license or for a new license: For a new license.

Situation of premises to be licensed: 26A, College street, Kotahena, Colombo.

THE SOCIETE MARITIME ET COMMERCIALE DU PACIFIQUE,

Colombo, July 9, 1920.

S. C. JOSEPH,
for Manager.

I hereby give notice that I have on July 28, 1920, applied to the Government Agent, Southern Province, for the licenses shown in the schedule hereto annexed, for the licensing period ending September 30, 1921, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule referred to.

Name and address of applicant: D. P. de Silva, Palliye Bandarawatta, No. 255, Station road, Ambalangoda.

Description of license or licenses applied for: Wholesale and retail.

State whether application is for renewal of existing license or for a new license: For the renewal of existing license.

Situation of premises to be licensed: Palliye Bandarawatta, No. 255, Station road, Ambalangoda.

July 28, 1920.

D. PEDRIS DE SILVA.

I hereby give notice that I have on July 29, 1920, applied to the Assistant Government Agent, Matara, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1921:—

Schedule referred to.

Name and address of applicant: H. P. Darlis, Matara.

Description of license or licenses applied for: Retail license for the sale of foreign liquor.

Whether the application is for renewal of existing license or for a new license: Renewal of existing license.

Situation of premises to be licensed: 12, Gabadaweediya, Matara.

Matara, July 29, 1920.

H. P. DARLIS.

I hereby give notice that I have on June 25, 1920, applied to the Assistant Government Agent, Hambantota, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1921, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule referred to.

Name and address of applicant: Game Kankanage Johannes de Silva, Walker street, Hambantota.

Description of license or licenses applied for: Retail license of foreign liquor by bottles.

State whether application is for renewal of existing license or licenses or for a new license or licenses: For a new license.

Situation of premises to be licensed: No. 93, Bazaar street, Hambantota.

Hambantota, June 25, 1920.

G. K. J. DE SILVA.

We hereby give notice that we have on July 28, 1920, applied to the Government Agent, Northern Province, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1921:—

Schedule referred to.

Name and address of the applicants: N. Subramaniam and S. Kanagaratnam, Point Pedro.

Nature of license: License for the sale of foreign liquors to be consumed on the premises.

State whether application is for renewal of existing license or for a new license: For renewal of existing license.

Situation of premises to be licensed: Chetty street, Point Pedro.

சு. நா. அப்பிரமணியம்.

சு. கனகரத்தினம்.

I hereby give notice that I have on June 19, 1920, applied to the Assistant Government Agent, Mullaittivu, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1921:—

Schedule referred to.

Name and address of applicant: T. Ponnambalam.

Description of license or licenses applied for: Retail license for the sale of foreign liquor not to be consumed on the premises.

State whether application is for renewal of existing license or licenses or for a new license or licenses: Renewal of existing license.

Situation of premises to be licensed: Bazaar street, Vavuniya, in Mullaittivu District.

T. PONNAMBALAM.

Ceylon Government Railway.—Comparative Statement of Goods Traffic for the Month of May, 1920.

Particulars of Goods conveyed.	Month ended	Month ended	Increase in		Decrease in		Nett Increase or Decrease from October 1, 1919, to May 31, 1920.	
	May 31, 1919.	May 31, 1920.	1920.	1920.	1919 to 1920.	1919 to 1920.	Increase in 1919 to 1920.	Decrease in 1919 to 1920.
	Tons.	Tons.	Tons.	Tons.	Tons.	Tons.	Tons.	Tons.
Kerosine oil ..	325	418	93	—	—	—	1,257	—
Rubber ...	2,416	3,204	788	—	—	—	3,718	—
Rice ..	10,270	14,888	4,618	—	—	—	13,333	—
Tea ..	13,483	11,873	—	—	1,610	—	4,082	—
Cacao ..	140	246	106	—	—	—	—	60
Coconut produce ..	6,299	7,062	703	—	—	—	5,625	—
Fruit and vegetables ..	1,593	1,899	306	—	—	—	1,603	—
Tea and rubber packing ..	2,191	2,411	220	—	—	—	4,882	—
Plumbago ..	550	444	—	—	106	—	—	3,720
Bulk petroleum ..	629	568	—	—	61	—	66	—
Liquid fuel ..	1,365	1,692	327	—	—	—	1,445	—
Manure ..	7,150	11,972	4,822	—	—	—	39,666	—
Other goods ..	22,059	26,370	4,311	—	—	—	48,193	—
Railway material (open line)	6,571	8,962	2,391	—	—	—	30,194	—
Railway material (extensions)	44	619	575	—	—	—	150	—
Breakwater material ..	479	517	38	—	—	—	—	2,212
Foreign traffic ..	1,859	2,866	1,007	—	—	—	5,351	—
Total ..	77,423	95,951	20,305	1,777			159,605	5,992

Colombo, July 29, 1920.

G. P. GREENE,
General Manager.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned packages having been left in Customs Warehouses 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 August 31, 1920 at 1 P.M. Goods sold must be cleared on or before September 3, 1920 :—

No.	Warehouse.	Date of Landing. 1920.	Vessel.	Marks.	Number and Description of Goods.
930 ..	F 1	.. March 10	.. ss. Gracchus	.. Nil	.. 4 bags bran
930 ..	F 1	.. do.	.. do.	.. do.	.. 3 empty boxes for feeding horses
934 ..	17	.. March 31	.. ss. Clan Macphoe	.. do.	.. 1 bag bolts and nuts
935 ..	9	.. March 23	.. ss. Clan Macdonald.	J. J.	.. 22 barrels-grease
935 ..	9	.. do.	.. do.	J J G C outside a diamond	1 case sample of oil
936 ..	7	.. February 16	.. ss. Matheran	Walker inside a rectangle, and S D in a triangle	20 barrels cement
936 ..	7	.. do.	.. do.	D. B. & Co. in a diamond	5 barrels cement
936 ..	7	.. do.	.. do.	— S.B —	1 barrel cement
941 ..	T 3	.. —	.. Unknown	.. Nil	.. 1 package
946 ..	6	.. February 25	.. ss. Seebang	.. D. B. in a diamond	.. 1 bale paper
954 ..	T 1 and 2	.. January 24 1919.	.. ss. Santia Cruz	.. Various	.. 8 empty cases
960 ..	T 1 and 2	.. January 21	.. ss. Kafaku Maru	.. Nil	.. 1 empty case
— ..	—	.. —	.. —	.. C. P. & Co.	.. 1 case whisky, empty, bonded by Brodie & Co.

H. M. Customs,
Colombo, July 28, 1920.

W. E. HOBDAY,
for Principal Collector.

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 September 7, 1920, at 1 P.M. Goods must be cleared on or before September 10, 1920 :—

Date. 1920.	S. R. No.	Names.	Vessel.	No. of Packages and Description.
March 17 ..	2,009	Hawkes ..	.. ss. Warwickshire	.. 1 case
— ..	2,016	Nil ..	.. do.	.. 1 case
— ..	2,067	Aitken, Spence & Co. ..	.. ss. City of Durham	.. 1 parcel
March 22 ..	2,075-2,076	S. J. Carter ..	.. ss. Casada Maru	.. 2 packages samples
April 11 ..	2,502	Carson & Co. ..	.. ss. Leicestershire	.. 1 revolver
— ..	2,580	Brown ..	.. do.	.. 1 chair
— ..	2,581	H. N. Taylor ..	.. do.	.. 1 bundle
— ..	2,583	Gordon ..	.. do.	.. 1 chair

H. M. Customs,
Colombo, August 3, 1920.

W. E. HOBDAY,
for Principal Collector.

Statement of Rice imported into the various Ports of Ceylon, including Colombo, for Week ended July 31, 1920.

Ceylon Ports.	Ports of Origin.	Number of Bags.
Colombo	.. Rangoon	14,567
Kayts	.. Masulipatnam	10

Shipped during the week, 325 bags rice.

H. M. Customs, Colombo, August 3, 1920. H. A. BURDEN,
for Principal Collector.

Change of Site of Kanthankulam School.

NOTICE is hereby given that an application has been received from Rev. C. Beaud for the removal of his school, which is situated in Kanthankulam, Mannar District, of the Northern Province, to Karunkandel, a village within a mile from Kanthankulam.

Observations will be received not later than August 27, 1920.

Education Office, Colombo, July 26, 1920. A. S. HARRISON,
Acting Director of Education.

Change of Site of Ahugammana Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. K. Dhammananda for the removal of his Vernacular Mixed School, which is situated

in Ahugammana, Colombo District, of the Western Province, to a land called Millagahawatta in Ahugammana, about quarter of a mile from the present site.

Observations will be received not later than August 27, 1920.

Education Office, Colombo, July 26, 1920. A. S. HARRISON,
Acting Director of Education.

Change of Management.

NOTICE is hereby given that Mr. H. Peto of St. John's College, Jaffna, has been appointed Manager of the School mentioned below, in place of Rev. G. J. Trimmer. School referred to : J/ Kaithady-English School.

Education Office, Colombo, July 26, 1920. A. S. HARRISON,
Acting Director of Education.

Mabola Boys' English Free Night School.

NOTICE is hereby given that an application has been received from Mr. R. Nadaraja for a grant-in-aid of his Mabola Boys' English Free Night School, which is situated in Mabola, Wattala, Alutkuru korale south, of the Western Province.

Observations will be received not later than September 6, 1920.

Education Office, Colombo, July 28, 1920. A. S. HARRISON,
Acting Director of Education.

Applications for the Post of Superintendent of Coconut Plantations in the Gold Coast Colony.

APPLICATIONS are invited from Burgher gentlemen for two posts of Superintendent of Coconut Plantations in the Gold Coast Colony.

Duties.

1. To open up and manage coconut plantations.
2. To give instructions in coconut planting and the preparation of copra and other coconut products.

Salary, &c.

£300 per annum, with furnished quarters, or an allowance for same.

Agreement for three years.

Free passages.

The persons appointed will be temporarily attached to the Department of Agriculture of the Gold Coast. Each Superintendent may be required to take out with him two Sinhalese workmen skilled in coconut cultivation, each of whom will be paid £100 per annum and provided with quarters. The Superintendent will be responsible for their good work and behaviour.

Applications should reach the office of the Director of Agriculture on or before August 14, 1920, and should specify the nationality of the applicant, his age, whether married or single, length of experience in planting, experience in (a) managing coconut estates, (b) opening up coconut estates, (c) copra manufacture, (d) coir manufacture. Copies of testimonials from applicants' present and previous employees should be annexed.

F. A. STOCKDALE,

Peradeniya, July 28, 1920. Director of Agriculture.

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

NOTICE is hereby given that the departmental notifications dated February 5, 1920, April 8, 1920, and April 28, 1920, under the above-mentioned Ordinance, published in the issues of the *Government Gazette* dated February 13, 1920, April 23, 1920, and May 14, 1920, respectively, are withdrawn, as the Campaign against Anchylostomiasis has been closed on the estates declared as infected areas by those notifications.

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

Colombo, July 26, 1920.

The Ceylon Medical College.

FINAL EXAMINATION, PASS LIST, JULY, 1920.

First Class (in Order of Merit).

No. 5 J. P. Sabapathy.

Second Class (in Order of Merit).—None.

The following candidate has completed the examination:—

No. 13 D. S. Abeyagunawardena.

The above-mentioned candidates have satisfied the requirements for the License in Medicine, Surgery, and Midwifery of the Ceylon Medical College.

Ceylon Medical College, P. JAMES KELLY, M.B.,
July 30, 1920. Registrar.

SECOND APOTHECARY EXAMINATION, PASS LIST,
JULY, 1920.

First Class in Order of Merit.

7 D. N. Wickremaratna 4 V. C. James

5 A. Kathirgamu

Second Class in Order of Merit.

10 S. Kanaganayagam Pillai 12 V. Chollathamby

1 P. J. Karunaratna 17 A. Rasiah

14 A. K. S. Edwin Silva 16 V. K. Chelliah

6 S. Sinniah

11 V. Kanthapper

Ceylon Medical College, P. JAMES KELLY, M.B.,
July 30, 1920. Registrar.

Regarding a Bill for the Incorporation of the Young Men's Christian Association of Colombo.

NOTICE is hereby given that a Bill is being introduced into the Ceylon Legislative Council for the incorporation of the Young Men's Christian Association of Colombo. The general nature of the Bill is to establish a Corporation, which shall be composed of the President, Vice-President, Directors, and members of the Y. M. C. A., to be administered by a Board of Directors, consisting of not less than twelve members, and with power to make all necessary rules for the government of the Corporation and for carrying out the objects of the Corporation, which are as follows:—

(a) To take over the whole or any of the assets and liabilities of the unincorporated Association known as the Young Men's Christian Association of Colombo.

(b) To promote the spiritual, intellectual, social, and physical interests of the young men of Colombo, including the promotion amongst them of Science and Literature, their instruction, the diffusion amongst them of useful knowledge and the foundation and maintenance of gymnasia, libraries, and reading rooms, and other features for general use among the members.

(c) To purchase, take on lease or hire, or otherwise acquire and hold any movable or immovable property or any right or privileges necessary or convenient for the purposes of the Association.

(d) To construct or alter and keep in repair any buildings required or used by or for the Association.

(e) To invest the moneys of the Association, not immediately required, in such securities as may be from time to time determined on.

(f) To borrow or raise money at interest, upon banking account or otherwise, by the issue of or upon bonds, promissory notes, debentures, or other obligations, or securities of the Association.

(g) To execute and register all deeds and documents necessary for any of the purposes aforesaid, and to do all such other things as are identical with, or conducive to, the attainment of the above objects.

OSWALD C. TILLEKERATNE,

July 23, 1920.

Mover of the Bill.

Regarding a Bill for the Incorporation of the Young Women's Christian Association of Colombo.

NOTICE is hereby given that a Bill is being introduced into the Ceylon Legislative Council for the incorporation of the Young Women's Christian Association of Colombo. The general nature of the Bill is to establish a Corporation, which shall be composed of the President, Vice-Presidents, and members of the Y. W. C. A., to be administered by a Board of Management, consisting of not less than ten members, and with power to make all necessary rules for the government of the Corporation and for carrying out the objects of the Corporation, which are declared to be as follows:—

(a) To take over the whole or any of the assets and liabilities of the unincorporated association known as the Young Women's Christian Association of Colombo.

(b) To promote the spiritual, intellectual, social, and physical interests of the young women of Colombo, including the promotion amongst them of Science and Literature, their instruction, the diffusion amongst them of useful knowledge and the foundation and maintenance of libraries, reading rooms, rest rooms, and other features for general use among the members and Traveller's Aid work for any young women passing through Colombo.

(c) To purchase, take on lease or hire, or otherwise acquire and hold any movable or immovable property or any right or privileges necessary or convenient for the purposes of the Association.

(d) To construct or alter and keep in repair any buildings required or used by or for the Association.

(e) To invest the moneys of the Association, not immediately required, in such securities as may be from time to time determined on.

(f) To borrow or raise money at interest, upon banking account or otherwise, by the issue of or upon bonds, promissory notes, debentures, or other obligations or securities of the Association.

(g) To execute and register all deeds and documents necessary for any of the purposes aforesaid, and to do all such other things as are identical with, or conducive to, the attainment of the above objects.

July 23, 1920.

OSWALD C. TILLEKERATNE,
Mover of the Bill.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated June 15, 1920, and published in the *Government Gazette* No. 7,112 of June 25, 1920, page 1548, Part I., the villages called Imbulgoda and Dumbuluwawa, in Three Korales of Kegalla District, were proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said area, it is now declared to be no longer an infected area from this date.

Kegalla Kacheheri, MERVYN JOSEPH,
July 27, 1920. for Assistant Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the village Godigamuwa, in Mawata pattu, Paranakuru korale, Kegalla District: It is hereby declared that the under-mentioned area is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909:—

Godigamuwa village: bounded on the north by 5½ milepost of Kegalla-Bulatkohupitiya road, east by the village limit of

Hapuwita, south by the 6¼ milepost of Kegalla-Bulatkohupitiya road, and on the west by village limit of Malawita.

This declaration shall take effect from July 19, 1920.

Kegalla Kacheheri, MERVYN JOSEPH,
July 27, 1920. for Assistant Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the village Walagama, in Beligal korale, Kegalla District: It is hereby declared that the under-mentioned area is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909:—

The area is bounded on the north by Kehelwatugoda village boundary, east by Kandegedara village boundary, south by Siyambalapitiya and Edurapqtha village boundaries, and on the west by Dewalegama village boundary.

This declaration shall take effect from July 12, 1920.

Kegalla Kacheheri, MERVYN JOSEPH,
July 29, 1920. for Assistant Government Agent.

Rinderpest.

WHEREAS by proclamation dated June 23, 1920, published in the *Government Gazette* No. 7,113 of July 2, 1920, the premises bearing assessment No. 6, situated at Arbuthnot 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 June 30, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, August 2, 1920. Municipal Veterinary Surgeon.

ABSTRACTS OF SEASON REPORTS.

SEASON REPORTS FOR THE MONTH OF JUNE, 1920.

CENTRAL PROVINCE.

KANDY DISTRICT.

Paddy cultivation: yala fields being weeded and transplanted. Maha ploughing.

Dry grain cultivation: kurakkan chenas are blossoming. Hill paddy chenas being cleared.

Rainfall: 6 in.; a wet month.

Health of the people: satisfactory. A few deaths of plague within the Kandy Municipality.

Health of cattle: good.

Cocount cultivation: crops fair.

Prices of staple articles: imported rice sold at controlled rates; country rice, Rs. 10 to Rs. 12.50 per bushel; paddy, Rs. 4.50 to Rs. 5 per bushel; kurakkan Rs. 4 to Rs. 5 per bushel; cocounts Rs. 5 to Rs. 10 per 100 nuts.

SOUTHERN PROVINCE.

HAMBANTOTA DISTRICT.

Paddy cultivation: yala crop one month old.

Fine grain: Indian corn crop in West Giruwa pattu has failed owing to drought.

Weather: maximum temperature, 95.5°; minimum temperature, 73.0°; rainfall, 2.30 in.

Prices of foodstuffs: country rice, Rs. 9.52 per bushel; Coast rice, not available; paddy, Rs. 18 to Rs. 20 per amunam; kurakkan, Rs. 20 per amunam; coconuts, Rs. 50 to Rs. 80 per 1,000; plantain bunches, Rs. 50 to Rs. 80 per 100; Indian corn, Rs. 1 per 100; pumpkins, Rs. 20 per 100; sweet potatoes Rs. 2 per cwt.

About 278,770 coconuts were picked during the month.

Health of cattle: good.

Health of people: satisfactory.

EASTERN PROVINCE.

BATTICALOA DISTRICT.

Paddy: threshing of munmari crops is still going on in some places. Threshing of kalavellanmai is progressing in parts where there has been pinmari cultivation. Reaping of kalavellanmai sown recently in some parts has not yet commenced.

Dry grain and other chena crops: nil.

Coconuts: prospects satisfactory.

Prices of staple products: paddy, from Re. 1.80 to Rs. 2 per bushel; Indian corn, Rs. 1.44 to Rs. 2 per bushel; kurakkan, Rs. 1.60 to Rs. 2 per bushel.

Rainfall: 1919, 1.51 in.; 1920, 1.62 in.

Health of inhabitants: satisfactory. Fever and dysentery are prevalent in some parts.

Health of cattle: satisfactory.

SALE OF TOLL AND OTHER RENTS.

Toll at Weragantota Ferry.

NOTICE is hereby given that the Government Agent for the Central Province will receive tenders at the Kandy Kachcheri at 2 p.m. on Monday, August 16, 1920, for the purchase of the under-mentioned Toll Rent of the Central Province from October 1, 1920, to September 30, 1921.

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

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

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

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

Description of rent.

Toll at the Weragantota ferry.

Kandy Kachcheri,
July 27, 1920.

W. L. KINDERSLEY,
Government Agent.

Sale of Toll Rents.

NOTICE is hereby given that the Government Agent for the Western Province will receive tenders at the Colombo Kachcheri at 12 noon on Monday, August 23, 1920,

for the purchase of the under-mentioned Toll Rents of the Western Province from October 1, 1920, to September 30, 1921.

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 for twelve months in cash, and should the offer be accepted by His Excellency the Governor, to furnish approved security for one-half of the purchase amount for twelve months, or in cash for one-third of such amount, within thirty days of the date of the receipt by him of the notification of the Governor's acceptance of his offer.

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

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

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

TOLLS ON TRUNK ROADS.

Municipal Tolls.

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

TOLLS OTHER THAN THOSE ON THE TRUNK ROADS.

Colombo District.

1. Toll on the Kittanpahuwa canal.

Government Agent's Office,
Colombo, July 28, 1920.

J. G. FRASER,
Government Agent.

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

Sale of Foreign Liquor Tavern Licenses.

NOTICE is hereby given that the Government Agent for the Western Province will, at the Colombo Kachcheri, at 10.30 A.M., on Monday, August 16, 1920, expose for sale by public auction, subject to the usual conditions on which licenses are issued under "The Excise Ordinance, No. 8 of 1912," the privilege of selling foreign liquor under a tavern license, at each of the under-mentioned places, for a period of one year from October 1, 1920, in suitable premises to be approved by the Government Agent:—

- (1) Jampettah street, Colombo.
 - (2) St. Joseph's road, Grandpass.
 - (3) Panchikawatta road, Maradana.
 - (4) Symond's road, Maradana.
 - (5) Tekkawatta, Minuwangoda.
 - (6) Green's road, Negombo.
2. The hours during which the licensed premises will be allowed to be kept open will be 8 A.M. to 7 P.M.
 3. The Government Agent does not bind himself to accept the highest or any bid.
 4. The person or persons declared by the Government Agent to be the purchaser or purchasers of any license will

be required to deposit forthwith the full purchase amount in cash.

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

The Kachcheri,
Colombo, July 29, 1920.

J. G. FRASER,
Government Agent.

Notice regarding Local Option *re* Toddy Taverns, 1921-22.

IT is hereby notified for public information that the Assistant Government Agent of the Matale District, Central Province, in exercise of the powers vested in him by rule 5 of the rules specified in Excise Notification No. 110 of March 26, 1920, has appointed the under-mentioned date and place for recording votes for the purpose of ascertaining whether 75 per cent. of the road tax-paying inhabitants of the area served by this tavern is opposed to the existence of the toddy tavern within such area, viz:—

1. August 24, 1920, between 1 P. M. and 5 P. M., at Palapatwela Gansabhawa Building, in respect of Udugama toddy tavern. The area served is Udugama and Imbulandanda wasamas.

The Kachcheri,
Matale, July 30, 1920.

C. HARRISON-JONES,
Assistant Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Prices of Foodstuffs, &c., in Colombo on August 4, 1920.

	Per	Wholesale. Rs. c.	Per	Retail. Rs. c.	Per	Wholesale. Rs. c.	Per	Retail. Rs. c.
Paddy, Country ..	Bushel	..	..	..	..	..	..	..
Paddy, Imported ..	do.	..	..	..	..	..	..	..
Rice, Country ..	do.	..	..	..	..	..	..	..
Rice, Kara ..	do.	..	..	..	..	..	..	..
Rice, Kallunda ..	do.	..	..	..	..	..	..	..
Rice, Sulai ..	do.	..	..	..	..	..	..	..
Rice, Muttusamba ..	do.	..	..	..	..	..	..	..
Raw Rice (Rangoon) ..	do.	..	..	..	..	..	..	..
Raw Rice (Singapore) ..	do.	..	..	..	..	..	..	..
Raw Rice (Batavia) ..	do.	..	..	..	..	..	..	..
Dholl (Thovaram) ..	do.	..	..	0 36	..	..	..	..
Dholl (Mysore) ..	do.	..	..	0 23	..	..	..	..
Green Peas ..	do.	..	..	0 22	..	..	..	..
Ulundu ..	do.	..	..	0 24	..	..	..	..
Gram ..	do.	..	..	0 22	..	..	..	..
Wheat Flour ..	..	..	..	0 17	..	..	..	..
American Flour ..	..	..	..	..	..	..	..	..
Ghee, Cow ..	..	..	..	5 50	..	..	..	..
Ghee, Buffalo ..	..	..	..	4 50	..	..	..	..
Milk ..	..	..	..	0 30	..	..	..	..
Potatoes (Indian) ..	..	..	..	0 16	..	..	..	..
Potatoes (Bangalore) ..	..	..	..	..	..	..	..	..
Onions (Bombay) ..	..	..	..	0 9	..	..	..	..
Onions, Red ..	..	..	..	0 7	..	..	..	..
Bread ..	..	..	..	0 18	..	..	..	..
Tea ..	..	..	..	0 60	..	..	..	..
Coffee ..	..	..	..	0 75	..	..	..	..
Limes ..	..	..	..	0 6	..	..	..	..
Coconuts ..	..	..	..	10c. to 0 12	..	..	..	..
Sugar, Soft ..	..	..	..	0 46	..	..	..	..
Sugar, Crepe ..	..	..	..	0 48	..	..	..	..
Sugar (Ceylon) ..	..	..	..	..	..	..	..	..
Sugar Candy ..	..	..	..	0 60	..	..	..	..
Sugar, Brown ..	..	..	..	..	..	..	..	..
Salt ..	..	..	..	..	..	..	..	..
Salt ..	..	..	..	..	..	..	..	..
Dried Chillies ..	..	..	..	..	..	..	..	..
Coriander ..	..	..	..	..	..	..	..	..
Pepper ..	..	..	..	..	..	..	..	..
Garlic ..	..	..	..	..	..	..	..	..
Mustard ..	..	..	..	..	..	..	..	..
Turmeric ..	..	..	..	..	..	..	..	..
Fenugreek ..	..	..	..	..	..	..	..	..
Cummin ..	..	..	..	..	..	..	..	..
Aniseed ..	..	..	..	..	..	..	..	..
Tamarind ..	..	..	..	..	..	..	..	..
Jaggery ..	..	..	..	..	..	..	..	..
Gingelly ..	..	..	..	..	..	..	..	..
Gingelly Oil ..	..	..	..	..	..	..	..	..
Coconut Oil ..	..	..	..	..	..	..	..	..
Kerosine Oil, Day-light ..	..	..	..	..	..	..	..	..
Kerosine Oil, Mon-key Brand ..	..	..	..	..	..	..	..	..
Matches, Three Stars ..	..	..	..	..	..	..	..	..
Matches (Japanese) ..	..	..	..	..	..	..	..	..
Beef ..	..	..	..	..	..	..	..	..
Mutton ..	..	..	..	..	..	..	..	..
Pork ..	..	..	..	..	..	..	..	..
Chickens ..	..	..	..	..	..	..	..	..
Eggs ..	..	..	..	..	..	..	..	..
Dry Fish, Nettali (Halmessan) ..	..	..	..	..	..	..	..	..
Dry Fish (Maldiva) ..	..	..	..	..	..	..	..	..

The Municipal Office,
Colombo, August 4, 1920.J. A. MAYBIN,
Second Financial Assistant to the
Chairman, Municipal Council.

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle held in the Municipal Office
on Saturday, June 12, 1920.

THE Council met this day at 2 P.M., pursuant to notice dated June 5, 1920.

Present :—The Hon. Mr. R. B. Hellings, Chairman; Mr. D. G. Goonewardene; Mr. D. W. Subasinghe; Dr. C. B. Lourensz; Mr. C. E. de Vos; Mr. G. E. Abeyawardene; Mr. J. E. Perera; Mr. A. C. B. Jonklaas; and Mr. D. I. Durham.

1. The Minutes of the General Meeting of May 8, 1920, a copy thereof having been furnished to each Councillor, were taken as read and confirmed.

2. Pursuant to notice, Mr. D. W. Subasinghe asked—(1) (a) When was Hiyare water last analyzed and examined by the Medical Officer of Health or the Public Analyst? (b) Were any impurities recently discovered in the water as would render it unfit for human consumption or dangerous to public health?

The Chairman replied—(a) The analysis of Hiyare water were last made between August 13 and 16, 1919, by the Government Analyst; (b) No.

(2) (a) Has the Medical Officer been able to trace out the origin of the recent outbreak of enteric fever in the town? (b) How many cases were reported to the Council, and how many of them proved fatal, and what preventive measures were adopted by the Council? (c) Was the outbreak of enteric fever in any way due to impurities in the Hiyare water, as very many people in the town seem to think? (d) Is the outbreak on the increase?

Reply—(a) No; (b) from April 1 to June 9, 48 cases of enteric fever were reported to the Medical Officer of Health, viz., in April, 3 cases, of which 1 case was from outside Municipal limits; in May, 37 cases, of which 1 case was from outside Municipal limits; from June 1 to 9, 8 cases, of which 5 were from outside Municipal limits. It might be of interest to have a comparison with previous years. There were in 1915, 59 cases; 1916, 155 cases; 1917, 137 cases; 1918, 61 cases; 1919, 17 cases; of which 5 were from outside Municipal limits.

The following preventive measures were taken:—All cases were frequently visited by the Medical Officer of Health and the Inspectors, and necessary instructions given. Whenever it was possible the patients were removed to hospital. The premises were thoroughly disinfected, as also the furniture, bedding, and clothes. (c) No. (d) No.

(3) Has the Council supplied the Medical Officer with the necessary serum to inoculate those people who are willing to be inoculated? If not, will the Chairman kindly consider the desirability of doing so at an early date as there is a desire on the part of the people to be inoculated?

Reply—The answer to the first part is in the negative. Inquiries are being made with regard to serum from the Principal Civil Medical Officer.

3. Letter No. 13/17, 534 dated May 15, 1920, from the Hon. the Colonial Secretary, *re* nomination of Mr. D. I. Durham to be Member of the Municipal Council, *vice* Mr. A. C. Hayley, resigned.—Read.

4. To elect a Member of the Standing Committees on (a) Markets and Sanitation, (b) Law and General Subjects, *vice* Mr. A. C. Hayley.—The Council proceeded to ballot, and the Chairman declared that Mr. D. I. Durham was elected for both Standing Committees.

5. To appoint two Members of the Special Committee appointed “to ascertain and report as to the ways and means to be adopted for the improved lighting of the town,” *vice* Messrs. A. C. Hayley and A. E. Mayes. The Chairman moved that Messrs. D. I. Durham and A. C. B. Jonklaas be appointed Members of the Special Committee.—Dr. C. B. Lourensz seconded.—Carried.

6. To appoint a Member of the Special Committee appointed “to report on the steps to be taken to improve the drainage of the town,” *vice* Mr. A. E. Mayes.

The Chairman moved that Mr. A. C. B. Jonklaas be appointed a Member of the Special Committee. Dr. C. B. Lourensz seconded.—Carried.

7. To consider Mr. S. Davies' report on the Galle Water Supply.—Resolved (a) that chemical and bacteriological analysis of the town water be made; (b) that the Medical Officer of Health be asked to report on the well at Milliduwa, from which drinking water is taken and sold in the town; (c) that the Superintendent of Works be asked to arrange for the scraping of the town mains immediately on receipt of the pipes that have been indented for; (d) that Mr. Davies' report be brought up for consideration when the water analysis have been made.

8-9. The following extracts from the Standing Committee named were laid before the Council:—

Extracts from the Minutes of the Standing Committees on Municipal Works and Finance and Assessment (meeting together) of June 12, 1920.

(2) Applications for water service at No. 21, Church street; No. 215, China garden; No. 130, Kaluwella; and No. 24, Pedlar street.—Recommended.

(3) Estimate of Rs. 150 for repairing two catch pits and the drain along Small Modera Bay street.—Recommended.

(4) Estimate of Rs. 16 for repairing wooden handcart.—Recommended.

(5) Estimate of Rs. 125 for repairing two iron handcarts.—Postponed for further consideration.

(6) Estimate of Rs. 2,200 for building four conservancy carts.—Recommended.

(7) Estimate of Rs. 15 for re-fixing the iron railings on the wall of the Fort market.—Recommended.

Resolution.

Resolved that the recommendations of the Standing Committees be adopted.

9. *Extracts from the Minutes of the Standing Committee on Finance and Assessment of June 12, 1920.*

(4) Papers *re* purchase of buckets for the removal of night soil.—Recommended that Messrs. J. T. Craig & Co.'s quotation of 50/9d. per dozen be accepted.

(5) Papers *re* licenses for grazing cattle and goats on public grounds.—Recommended that from October 1, 1920, the fee for every license to graze cattle on a public ground be Re. 1.50 per quarter; that for sheep and goats, Re. 1 per quarter.

(6) Papers *re* drainage of a group of premises in Kaluwella.—To determine the rate of interest to be recovered, in terms of section 194 (1) of Ordinance No. 2 of 1919, from the owners who have given notice in writing of their desire to pay the cost by quarterly instalments.—Recommended that interest at the rate of 9 per cent. per annum be recovered.

(7) List of demolished buildings in Ward No. 2.—Recommended that they be struck off the assessment book.

(8) To consider what steps should be taken in regard to houses sold for arrears of assessment rates and bought on behalf of the Council.—Postponed for next Meeting.

(9) Application from D. H. Endoris, conservancy cooly, for a gratuity on his retirement after 27 years' service.—Recommended that, subject to the approval of His Excellency the Governor in Executive Council, he be paid the gratuity which his length of service would entitle him, under rule 21 of the Municipal Pension Minute.

Resolution.

With regard to item (5), Mr. D. W. Subasinghe moved that grazing licenses be issued to applicants free of charge. Mr. J. E. Perera seconded.

The Chairman and Mr. D. G. Goonewardene spoke against the motion.

Mr. Subasinghe, with the consent of the seconder and the leave of Council, withdrew his motion.

The Chairman moved that the recommendation of the Standing Committee be adopted. Mr. G. E. Abeywardene seconded.—Carried.

10. The following documents were laid on the table:—(1) Statement of receipts and disbursements to end of May, 1920; (2) Progress report of works done on estimates during May, 1920; (3) Report of the Inspector of vehicles on carriages plying for hire during May, 1920; (4) Report of (a) the Medical Officer of Health, (b) the Superintendent of Works, and (c) the Manager, Health Department.

Confirmed:

R. B. HELTINGS,
Chairman.

The Municipal Office,
Galle, July 10, 1920.

A.—Statement showing the Total Receipts and Disbursements to end of June, 1920.

REVENUE.	Amount		Actual		EXPENDITURE.	Amount		Actual Dis-	
	Estimated.		Receipts.			Estimated.	bursement.		
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Taxes	23,100	0	34,578	16	Non-effective charges	54,114	22	10,816	9
Assessment	79,660	0	52,513	88	Chairman	500	0	250	4
Licenses	11,972	0	3,312	75	Secretariat	23,020	50	10,427	20
Judicial fines	2,500	0	1,322	61	Vehicles and Animals Department	1,840	0	1,124	65
Tolls	17,945	0	—	—	Municipal Court	1,520	0	340	15
Slaughter-house	2,490	0	1,221	5	Markets	712	0	342	0
Health Department	14,030	0	7,486	73	Fish auction shed	2,094	0	1,047	0
Markets	28,915	0	9,721	67	Slaughter-houses	1,260	0	722	44
Rents	1,999	0	1,694	61	Fire Brigade	50	0	—	—
Miscellaneous	5,310	0	5,747	57	Town clock	220	0	157	84
Cemetery	300	0	238	6	Lighting	10,076	0	4,020	91
Waterworks	2,000	0	1,393	46	Cemetery	760	0	550	88
					Public Health Department:—				
					Sanitation Branch	11,933	5	5,593	23
					Scavenging Branch	14,914	0	7,901	95
					Conservancy	17,556	0	10,470	95
					Waterworks	16,115	0	2,131	45
					Public Works Department:—				
					Annually recurrent	38,698	0	24,833	65
					Extraordinary	36,000	0	9,643	70
					Town survey, &c., for new drainage				
					scheme	2,550	0	1,205	49
					Town schools	120	0	220	0
					War allowance	725	1	347	22
					New slaughter-house	2,400	0	405	0
					Municipal midwife	720	0	26	0
					Relief of distress	—	—	500	0
					Sea-bathing places	—	—	550	0
					New drains	—	—	245	0
					Temporary increase to pensions	—	—	208	44
Total Revenue	195,221	0	119,230	55	Total Expenditure	237,897	72	94,081	28
Deposits	—	—	5,421	60	Deposits repaid	—	—	13,628	66
Total Receipts	—	—	124,652	15	Advances	—	—	2,139	9
Cash balance on January 1, 1920	—	—	79,539	87	Total Disbursements	—	—	109,849	3
					Cash balance on June 30, 1920	—	—	94,342	99
Total	—	—	204,192	2	Total	—	—	204,192	2

B.—Surplus and Deficit Account.

	Amount.		Amount.		
	Rs.	c.	Rs.		
			c.		
Expenditure from January 1 to June 30, 1920	94,081	28	Surplus on January 1, 1920	56,836	1
Surplus on June 30, 1920	81,985	28	Revenue from January to June, 1920	119,230	55
Total	176,066	56	Total	176,066	56

C.—Balance Sheet as at June 30, 1920.

LIABILITIES.	Amount.		ASSETS.	Amount.	
	Rs.	c.		Rs.	c.
Deposits	14,496	80	Cash in Bank:—	—	—
Surplus	81,985	28	Fixed deposits	—	41,475
			Current account in bank	53,010	92
			Uncashed cheques	242	93
					52,767
			Cash in hand of Shroff	—	100
			Advances	—	2,139
					96,482
Total	96,482	8	Total	96,482	8

The Municipal Office,
Galle, July 10, 1920.

ARTHUR ARNDT,
Secretary.

LOCAL BOARD NOTICES.

Local Board of Chilaw.

COPY of resolution No. 14 passed by the Local Board, Chilaw, at a meeting held on June 1, 1920. viz:—

14. Mr. T. M. Fernando moves, with the permission of the Board, that the ordinary meetings of the Board be held on the first Saturday of every month at 9 A.M. instead of on Tuesday at 9.30 A.M. Carried *nem. con.*

Local Board Office,
Chilaw, July 26, 1920.

C. COOMARASWAMY
Chairman.

ROAD COMMITTEE NOTICES.

Madulkele-Kabragalla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 1,702.00
Private contributions	Rs. 1,719.02

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Anglo-Ceylon & General Estates Co., Ltd. (E. H. Hitchcock)	Ellerton	72
Do.	Nillomally	1,005
H. A. Clarke, C. J. Scott, and C. W. Wood	Kallebokka	668

1st and 2nd sections, 2 miles.

Skrine & Co. (H. Ford)	Galheria	607
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1st to 4th section, 3½ miles.

Thos. Barlow & Brother (J. Greig)	Bræ and Dell, Hatanwalla, Marnagala	1,723
H. A. Clarke	Deyanilla	460
Gordon Frazer & Co.	Relugas	358
H. A. Clarke and H. W. Kennedy	Cabaragalla	386
The Earl of Glasgow, (G. W. Hunter Blair)	Poengalla, Hoolankande and Kirigalpottakande	1,170

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 24, 1920. Chairman.

Nugatenna-Deanstone Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 1,570.00
Private contributions	Rs. 1,585.70

1st to 5th section, 2½ miles.

Proprietors or Agents.	Estates.	Acreage.
Burke Estate Co., Ltd. (R. Burke)	Nugagalla	222

1st to 8th section, 3½ miles.

T. H. Moorhouse (R. Burke)	Nawanagalla	295
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1st to 10th section, 4.77 miles.

Whittall & Co. (E. S. Wilson)	Meemunagalla	535
Do.	Deanstone	576
Burke Estate Co., Ltd. (G. Johnston)	Hare Park	454
Whittall & Co. (W. Sinclair)	Kobonella	718
Kana Luna Meeya Pulle	Fincham's Land No. 1	96
Puncha Vidane Duraya	Fincham's Land No. 2	31½
Whittall & Co. (W. Sinclair)	Ensalwatte	264

Proprietors or Agents.	Estates.	Acreage.
Burke Estate Co., Ltd. (G. Johnston)	Dehigolla	475
Do.	Looloowatte	309
S. P. Santhiveeran and M. Aiyasamy	Seeacumbura	22
Burke Estate Co., Ltd. (G. Johnston)	Yahangalla	80

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 26, 1920. Chairman.

Glenlyon-Preston Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 789.00
Private contributions	Rs. 796.89

1st to 4th section, 88.70 lines.

Proprietors or Agents.	Estates.	Acreage
Ceylon Tea Plantations Co., Ltd. (G. C. Bliss)	Glenlyon	636
G. T. and Mrs. R. S. Peries (A. L. Scott)	Agra Elbedda	276

1st to 5th section, 115.10 lines.

Colonel Gwatkin (E. E. Lee)	Helbeck	109
Torrington Estate Co., Ltd. (Whittall & Co., Agents, E. E. Lee, Superintendent)	Mossend	125
Colonel Gwatkin (E. E. Lee)	Torrington	286

1st to 6th section, 134.60 lines.

A. R. Ashton (E. E. Lee)	Iona	112
Ceylon Tea Plantations Co., Ltd. (G. C. Bliss)	Polmont	48
P. B. Seton (A. Hamilton Harding)	New Preston	167
A. G. & C. A. Seton (A. Hamilton Harding)	Preston	250
Heirs of J. M. Smith (G. M. Smith)	Albion	289
A. G. & C. A. Seton (A. Hamilton Harding)	St. Margaret's	196

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 26, 1920. Chairman.

Ulapane-Riverside Branch Road.

(Ulapane Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge, situated on 2nd section of the road, for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August

14, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Proprietors or Agents.	Estates.	Acreage.
Government moiety	Rs. 160.00	
Private contributions	Rs. 161.60	
The English and Scottish Co-operative Wholesale Societies and Geo. Benzie	Mahavilla	321
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Weliganga and Halgolla	204
Do.	Denmark	150
Messrs. Lee, Hedges & Co. and S. O. Hanbury	Kanapediwatta	527
Vailoo Cangany	Mahugahena	65
Korale Estates Co., Messrs. Cumberbatch & Co., and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	98
Do.	Nugawella	195

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 26, 1920. Chairman.

Ulapane-Riverside Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 1,518.00
Private contributions	Rs. 1,533.18

1st to 2nd section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
The English and Scottish Co-operative Wholesale Societies and Geo. Benzie	Mahavilla	321
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Weliganga and Halgolla	204
Messrs. Lee, Hedges & Co. and S. O. Hanbury	Kanapediwatta	527
Vailoo Cangany	Mahugahena	65
Korale Estates Co., Messrs. Cumberbatch & Co., and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	98
Do.	Nugawella	195
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Denmark	150

3rd section, ½ mile.

The English and Scottish Co-operative Wholesale Societies and Geo. Benzie	Mahavilla	321
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Weliganga and Halgolla	204
Messrs. Lee, Hedges & Co. and S. O. Hanbury	Kanapediwatta	527
Vailoo Cangany	Mahugahena	65
Korale Estates Co., Messrs. Cumberbatch & Co., and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	98
Do.	Nugawella	195

Proprietors or Agents.	Estates.	Acreage.
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Denmark	150

4th, 5th, and 6th sections, 1½ mile.

Messrs. Lee, Hedges & Co. and S. O. Hanbury	Kanapediwatta	527
Vailoo Cangany	Mahugahena	65
Korale Estates Co., Messrs. Cumberbatch & Co., and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	98
Do.	Nugawella	195

7th, 8th, and 9th sections, 1.32 mile.

Korale Estates Co., Messrs. Cumberbatch & Co., and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	98
Do.	Nugawella	195

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 26, 1920. Chairman.

Duckwari-Ferndale Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 1,570.00
Private contributions	Rs. 1,585.70

1st section, ¾ mile.

Proprietors or Agents.	Estates.	Acreage.
Heirs of C. J. Patterson	Peru	138

1st and 2nd sections, 1½ mile.

The Rangalla Tea Co., Ltd. (D. Westland); Agents, Whittall & Co.	Rangalla	130
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1st to 3rd section, 2½ miles.

The Rangalla Tea Co., Ltd. (D. Westland); Agents, Whittall & Co.	Poodelgodde	331
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1st to 4th section, 3 miles.

The Rangalla Tea Co., Ltd. (D. Westland); Agents, Whittall & Co.	Madultenne	202
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1st to 5th section, 3¾ miles.

The Rangalla Tea Co., Ltd. (D. Westland); Agents, Whittall & Co.	Kaladuriya	216
A. H. Kerr & Beilby	Ferndale	310
R. Ellis, Lessee	Leangapella	321
D. Westland	Esperanza	523
Do.	Mount Mar and Winchfield Park	500
R. H. Ellis	St. Martins	594
Burnside Tea Co. (Whittall & Co.)	Wattegalla	250

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 26, 1920. Chairman.

St. Margarets-Kirklees Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 4,370·00
Private contributions	Rs. 4,413·70

1st to 4th section, 4 miles.

Proprietors or Agents.	Estates.	Acreage.
Lanka Plantations Company, Ltd. (R. G. Congrieve), J. M. Robert- son & Co.	Rappahannock	474

1st to 6th section, 5·50 miles.

Estates Company of Uva (J. Sun- gray, Whittall & Co.)	Gampaha	866
Kirkless Estate Co. (George Steuart & Co., R. Lindsay White)	Kirklees	1,077
Mrs. Fanning Patterson (C. J. Patterson)	Alagolla	420
The Lucky Land Tea Co., Ltd. (F. O. Charnaud), George Steuart & Co.	Lucky Land	372

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 26, 1920. Chairman.

Kadugannawa-Alagalla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A.M., at their office at Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 1,841·00
Private contributions	Rs. 1,859·41

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
T. H. A. de Soysa	Mount Colville	21½
W. C. Dias	Maligatenna	51½

1st to 3rd section, 3 miles.

Felix Dias	Kumaragala	102
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1st to 4th section, 4 miles.

H. P. & L. P. Rudd (S. R. Hamer)	Beltoff	152
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1st to 5th section, 5 miles.

P. J. Benwell	Andiatenna	170
Colombo Commercial Co. (C. S. M. Bain)	Oolanakanda	365
Tismode Estates Co. (G. C. Price)	Tismode and Seafield	440
Cumberbatch & Co. (C. S. M. Bain).	Alagalla	900
Eastern Produce and Estates Co., Ltd. (C. H. Bradford)	Kirimitia & Peak	915

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 26, 1920. Chairman.

Wanarajah Branch Road (between Wanarajah Bridge and Claverton Store).

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 1,360·00
Private contributions	Rs. 1,373·60

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Wanarajah Tea Company of Ceylon, Ltd.	Wanarajah	345

1st and 2nd sections, 2 miles.

South Wanarajah Tea Estates Co.	South Wanarajah	250
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1st to 4th section, 4 miles.

Ceylon Proprietary Company	Summerville	239
K. D. Kershaw	Blair Athol	306
M. V. Aranasalam Retty Cangany	Carfax	298
K. Rolo and Mrs. Mercer	Gorthie	308
Whittall & Co.	Dunkeld	237
Castlereagh Estate Company	Castlereagh	511
Whittall & Co.	Banff	211
Do.	Elstree	167
Lethenty Tea Estates Company (H. G. Eccles)	Lethenty and Essex	320
Do.	Marlborough	258
Do.	Blairgowrie	114

1st to 6th section, 4·50 miles.

Lethenty Tea Estates Company (H. G. Eccles)	Claverton	198
Uplands Tea Estates of Ceylon	Osborne	441
Lethenty Tea Estates Company (H. G. Eccles)	Broad Oak	306

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 26, 1920. Chairman.

Huluganga-Bambarala Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 1,702·00
Private contributions	Rs. 1,719·02

1st section, ½ mile.

Proprietors or Agents.	Estates.	Acreage.
S. K. Davood Saibo	Tharnagala Group	28
J. C. de Silva	Hulugangawatta	60
C. B. Clay	Mahousa	614
C. Woods	Allacolla and Overdale	648
R. J. Layard (R. P. Hancock)	Ratnatenna	456
Mrs. Woods	Kandekattia	600

1st to 3rd section, 2½ miles.

J. C. de Silva	Galgodawatta	22
G. Punchihamine	Wawakanattawatta	22
Veerappen Kangany	Tallagoa	28

Proprietors or Agents.	Estates.	Acreage.
Marie Kangany	Marie's Land and Florence	570
General Ceylon Rubber & Tea Estates, Ltd. (M. Martin Smith, Agent, C. W. Boyd Moss, Manager).	Goomera Old and New	844
Pana Sidambaran Kangany.	Galboda	210
E. R. Cox.	Baddegama	184
Colombo Commercial Co., Ltd. (A. W. Upcher, Manager)	Old Tunisgalla	435
1st to 4th section, 3 miles.		
Mackwood & Co.	Halgalla and Madakelle	652
1st to 5th section, 3½ miles.		
Heirs of Marie Kangany	Lebanon Group	1,098
1st to 6th section, 4½ miles.		
Heirs of Marie Kangany	Knuckles Group	1,349
C. Goldie Taubman	Katooloya	584
Do.	Gangamulla	263

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 26, 1920. Chairman.

Huluganga-Bambraela Branch Road.

(Hulu-ganga and Dalook-oya Bridges.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridges for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A. M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

	Hulu-ganga Bridge.	Dalook-oya Bridge.
	Rs. c.	Rs. c.
Government moiety	76 75	136 25
Private contributions	77 51	137 61

Proprietors or Agents.	Estates.	Acreage.
S. K. Dawood Saibo	Thernagala Group	28
J. C. de Silva	Hulugangawatta	60
C. B. Clay	Mahousa	614
C. Woods	Allacolla and Overdale	648
R. J. Layard (R. P. Hancock)	Ratnatenna	456
Mrs. Woods	Kandekattia	600
J. C. de Silva	Galgodawatta	22
G. Punchihamine	Wawakanattawatta	22
Veerappen Kangany	Tallagoya	28
Marie Kangany	Marie's Land and Florence	570
General Ceylon Rubber and Tea Estates, Ltd. (M. Martin Smith, Agent, C. W. Boyd Moss, Manager).	Goomera Old and New	844
Pana Sidambaran Kangany.	Galboda	210
E. R. Cox.	Baddegama	184
Colombo Commercial Co., Ltd. (A. W. Upcher, Manager)	Old Tunisgalla	435
Mackwood & Co.	Halgalla and Madakella	652
Heirs of Marie Kangany	Lebanon Group	1,098
Do.	Knuckles Group	1,349
C. Goldie Taubman	Katooloya	584
Do.	Gangamulla	263

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 26, 1920. Chairman.

Huluganga-Bambraela Branch Road.

(Lebanon-oya Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 137.00
Private contributions	Rs. 138.38

6th section.

Proprietors or Agents.	Estates.	Acreage.
Heirs of Marie Kangany	Knuckles Group	1,349
C. Goldie Taubman	Katooloya	584
Do.	Gangamulla	263

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 26, 1920. Chairman.

Padiapellella-Ellamulla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 2,293.00
Private contributions	Rs. 2,315.93

1st to 4th section, 4 miles.

Proprietors or Agents.	Estates.	Acreage.
Central Tea Co. of Ceylon (R. A. Shaw)	Kabragala	635

1st to 5th section, 4.89 miles.

Colombo Commercial Co., Ltd. (A. N. Paine)	Galella	273
The Anglo-American Danish Tea Trading Co., Ltd. (G. H. Baird)	Mandaranewera	470
Colombo Commercial Co., Ltd. (A. N. Paine)	Ellamulla Group	466

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 26, 1920. Chairman.

Bathford Valley Branch Road (between Dikoya Post Office to Tillyrie Stores).

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 14, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 2,312
Private contributions	Rs. 2,335

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Anglo-Ceylon and General Estate Co.	Darawella	629
Wanarajah Tea Company of Ceylon, Limited	Menikwatta	478
Battalagalla Tea Estates Co.	Hadley	228

Proprietors or Agents.	Estates.	Acreage.	1st to 5th section, 5 miles.		
Scottish Ceylon Tea Company, Limited	Invery	306	Proprietors or Agents.	Estates.	Acreage.
R. C. Scott	Stamford Hill	138	Whittall & Co.	Ingestre	732
Scottish Ceylon Tea Company, Limited	Waterloo	207	Hornsey Tea Estates Company, Limited	Abercairney	222
H. B. Daniell	Annfield	284	C. Mackwood & Co.	Berat	226
Sir C. Hartley (J. D. Forbes)	Kinloch	122	Mrs. F. A. Davis	Blinkbonnie	223
R. C. Scott	Ottery	381	1st to 7th section, 6·60 miles.		
Trustees of G. Steuart & Co.	Erlsmere	173	The Ceylon Tea Plantation Company, Limited	Tillyrie	756
Trustees of the late W. H. Walker	Roscrea and Dorothea	205	South Wanarajah Co.	Poyston	316
J. W. Holt (A. G. Johnstone)	St. Ley's	130	The Robgill Tea Co., Ltd.	Bon Accord	163
1st to 3rd section, 3 miles.			And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.		
Battalagalla Tea Estates Co.	Battalagalla	444	Provincial Road Committee's Office, W. L. KINDERSLEY, Kandy, July 26, 1920. Chairman.		
Lanka Tea Estates Co.	Fordyce Group	938			
Vogan Tea Estates Co.	Barkindale	81			
1st to 4th section, 4 miles.					
Chas. Mackwood & Co.	Bathford	219			
Hornsey Tea Estates Company, Limited	Hornsey	251			

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted:—

No. 1,717 of May 1, 1920.

Frank Dawson Dilley.

Improvements in suction gas plants.

Abstract:—

According to this invention a retort has a fuel inlet at the top and near the top an air inlet and an outlet for gases issuing from the fuel leading to a pipe which extends towards the base of the retort. A second outlet is provided between the first outlet and the base, the distance of this outlet from the base being usually less than its distance from the first outlet. The second outlet in the form of a water jacketed belt leads to a pipe passing to a washer communicating with an internal combustion engine.

In working the apparatus, gases from the fuel in the retort containing heavy hydrocarbons pass through the first or higher outlet and downwards through the pipe to the base of the retort and then pass together with steam which may be supplied from the water jacket to the highly heated fuel at the base of the retort. Gas which has been thus freed from tarry matter is drawn off by the suction of the engines through the lower outlet.

Air may be admitted when necessary through the air inlet near the top of the retort and air inlets are also provided or the supply of air to the fuel at the base of the retort, water being supplied to the channels when a larger quantity of steam than that supplied from the water jacket is necessary.

The claims are:—

1. In a suction gas plant, a retort having a gas outlet near the top leading to a pipe which extends towards the base of the retort and a second jacketed gas outlet between the base of the retort and the first outlet, substantially as described.
2. In a suction gas plant as claimed in claim 1, providing a jacket at the second outlet and another pipe leading from the jacket to the base of the retort through which steam or hot water passes.
3. A suction gas plant as claimed in claim 1 providing channelled rings at the base of the retort and means for supplying water to the rings.
4. A suction gas plant as claimed in claim 1 providing condenser pipes for the recovery of acetic and pyroligneous acids.
5. A suction gas plant substantially as described and illustrated in the accompanying drawings.

Two sheets of drawings.

No. 1,729 of June 8, 1920.

Alfred Louis de Witt, Communicatee of Samuel John Hally.

Protective device for rubber trees.

Abstract:—

The device consists of a ring of V or U shape or as shown in the drawing, of a truncated hollow cone turned upside down, fastened to the tree by non ferrous tacks at an angle with the horizontal. It is to be made of flexible or deformable material such as "rubberoid." It collects rain water flowing down the tree and delivers it at one place in the ring by reason of the slant to be given to it when fixing it to the tree.

The claims are:—

1. A device for arresting the flow of rain water into the cuts in rubber trees comprising a drain or gutter composed of flexible or deformable material and adapted to be positioned on the tree trunk higher up the trunk than the cut, the arrangement being such that all the rain water collected in the branches and descending the tree trunk is directed away from the cut.
2. A device for arresting the flow of rain water into the cuts in rubber trees constructed as herein described with reference to Figs. 1 and 2 of the accompanying drawing.
3. A device for arresting the flow of rain water into the cuts in rubber trees constructed as herein described with reference to Fig. 3 of the accompanying drawing.

Two sheets of drawings.

E. HUMAN,
Registrar of Patents.

TRADE MARKS NOTICES.

Application No. 1,611.

905 3/-

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. H. V. Williams & Co., of 18, Chatham street, Colombo, have applied for the registration of the following Trade Mark in the name of Naamlouze Vennootschap "Ant. Jurgens' Margarine-fabrieken" (a Company organized under the laws of the Netherlands), Oss, Netherlands, who claim to be the proprietors thereof, in respect of (a) sebacic acids, being acids used in the manufacture of candles and soap, (b) animal, vegetable, comestible, liquid, and hardened fats and oils, being raw or partly prepared vegetable, animal, and mineral substances used in manufactures, not included in other classes, (c) cattle food and cattle cakes, and (d) artificial talcum, candles, soap, washing means, and lubricants, in Classes 1, 4, 42, and 47 respectively, in the Classification of Goods in the above-mentioned Rules:—

J
O Z

The essential particulars of the Trade Mark are the initial letters J O Z arranged in the form of a triangle, and no claim is made to the exclusive use of the said initial letters arranged otherwise than in the form of a triangle.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, July 28, 1920. Acting Registrar-General.

Application No. 1,732.

905 2/-

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. H. V. Williams & Co., of 18, Chatham street, Colombo, have applied for the registration of the following Trade Mark in the name of George Thornton & Company, Limited (a Company incorporated and existing under the laws of England), Phoenix Works, Dudley road, Tividale, Tipton, Staffordshire, England, Edge Tool Manufacturers, who claim to be the proprietors thereof, in respect of hoes, spades, shovels (metal), picks, and agricultural forks, in Class 13 in the Classification of Goods in the above-mentioned Rules:—



G. T. & Co.

The Trade Mark has been used by the said firm in Ceylon since the year 1860 in respect of the above goods.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, July 28, 1920. Acting Registrar-General.

Application No. 1,784.

905 2/-

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Mr. Ranatunge Jayasekera Appuhamillage Jinedase Tillekeratne, Udugampola,

Henaratgoda, Colombo, Native Physician, who claims to be the proprietor of the following Trade Mark, has applied for the registration of the same in his name in respect of medicine in Class 3 in the Classification of Goods in the above-mentioned Rules:—



The translation of the Sinhalese characters appearing on the mark is "Nectar."

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, July 7, 1920. Acting Registrar-General.

Application No. 1,809.

905

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Gem Safety Razor Corporation (a Corporation organized and existing under the laws of the State of New York), Johnson and Jay streets, Brooklyn, New York, United States of America, Manufacturers, who claim to be the proprietors thereof, in respect of cutlery of all kinds made of metals other than precious metals, not included in other classes, razors, safety razors, razor blades, and safety razor blades in Class 12 in the Classification of Goods in the above mentioned Rules:—

GEM

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, August 4, 1920. Acting Registrar-General.

Application No. 1,810.

905

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Gem Safety Razor Corporation (a Corporation organized and existing under the laws of the State of New York), Johnson and Jay streets, Brooklyn, New York, United States of America, Manufacturers, who claim to be the proprietors thereof, in respect of brushes of all kinds not included in other classes, shaving brushes and tooth brushes in Class 50 in the Classification of Goods in the above-mentioned Rules:—

GEM

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, August 4, 1920. Acting Registrar-General.

Application No. 1,812.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Sorbo Rubber-Sponge Products, Limited (a Company duly incorporated and existing under the laws of England), Sorbo Works, Maybury road, Woking, Surrey, England, Manufacturers, who claim to be the proprietors thereof, in respect of (a) instruments, apparatus, and contrivances, not medicated, for surgical or curative purposes, or in relation to the health of men or animals; (b) naval architectural contrivances and naval equipments not included in other classes; (c) carpets, floor cloth and oil-cloth; (d) articles of clothing; (e) goods manufactured from India-rubber and gutta-percha not included in other classes; (f) furniture and upholstery; and (g) games of all kinds and sporting articles not included in other classes, in Classes 11, 21, 36, 38, 40, 41, and 49, respectively, in the Classification of Goods in the above-mentioned Rules:—



Registrar-General's Office,
Colombo, August 4, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

Application No. 1,818.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of C. C. Wakefield & Company,

Limited (a Company duly incorporated and existing under the laws of England), Wakefield House, 30 & 32, Cheapside, London, England, Manufacturers, who claim to be the proprietors thereof, in respect of oils for heating, lighting, and lubricating in Class 47 in the Classification of Goods in the above-mentioned Rules:—

CASTROL

Registrar-General's Office,
Colombo, August 4, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

Application No. 1,819.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of The Dunlop Rubber Company, Limited (a Company duly incorporated and existing under the laws of England), Dunlop House, No. 1, Albany street, Regents' Park, London, N. W. 1., England, Manufacturers, who claim to be the proprietors thereof, in respect of (a) inflators or pumps; (b) wheels, hubs, rims, felloes, and spokes made of metal; (c) tyres for cycles, motor cars, and other vehicles, made of India-rubber or in which India-rubber predominates; (d) golf balls; and (e) repair, outfits for tyres, bags manufactured from textile material for containing spare tyres, tubes, and other articles; wheels, hubs, rims, felloes, and spokes made of wood not included in other classes, in Classes 6, 13, 40, 49, and 50, respectively, in the Classification of Goods in the above-mentioned Rules:—

MAGNUM

Registrar-General's Office,
Colombo, August 4, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.