

Ceylon Government Gazette

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Part I.—General.

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APPOINTMENTS, &c., BY THE GOVERNOR.

No. 348 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to make the following promotions in the Civil Service, with effect from April 1, 1920:—

To Class II.

Mr. H. A. BURDEN.

To Class III.

Mr. W. J. L. ROGERSON.

By His Excellency’s command,

Colonial Secretary’s Office, GRAEME THOMSON,
Colombo, October 7, 1920. Colonial Secretary.

No. 349 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. F. R. DIAS by a Commission under the Public Seal of this Colony dated October 2, 1920, to be a Commissioner of Assize, under section 24 of Ordinance No. 1 of 1889, for the purpose of holding and concluding the Criminal Sessions of the Supreme Court for the Western Circuit at Colombo, as from October 11, 1920.

By His Excellency’s command,

Colonial Secretary’s Office, GRAEME THOMSON,
Colombo, October 6, 1920. Colonial Secretary.

2391

No. 350 of 1920.

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

Mr. W. L. MURPHY to act in the office of Assistant at Matara to the Government Agent, Southern Province, and Local Authority under the Petroleum Ordinance for the District of Matara, with effect from October 4, 1920, until further orders.

Mr. A. DE ABREW to act as District Judge, Kalutara, vice Mr. J. C. W. ROCK, on October 9, 1920, or until the resumption of duties by that officer.

Mr. S. F. NAGAPPER to act as District Judge, Commissioner of Requests, and Police Magistrate, Batticaloa, vice Mr. E. RODRIGO, from October 9 to 16, 1920, inclusive.

Mr. J. KADRAMATAMLY to act as District Judge, Commissioner of Requests, and Police Magistrate, Batticaloa, vice Mr. E. RODRIGO, from October 17, 1920, until the resumption of duties by that officer.

Mr. ÆLIAN ONDAATJE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, vice Mr. V. P. REDLICH, from October 7 to 10, 1920, or until the resumption of duties by that officer.

Mr. F. N. DANIELS to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kurunegala, vice Mr. M. S. SRESHTA, on October 14 and 15, 1920, or until the resumption of duties by that officer.

Mr. C. JOSEPH to act as Police Magistrate, Additional District Judge, and Additional Municipal Magistrate, Colombó, *vice* Mr. N. J. LUDINGTON, from October 1 to 3, 1920, or until the resumption of duties by that officer.

Mr. S. S. JAYAWICKREMA to act as Commissioner of Requests and Police Magistrate, Matara, and Additional District Judge, Matara, *vice* Mr. C. E. JONES, on October 11 and 12, 1920.

Mr. C. BRITO MUTTUNAYAGAM to act as a Crown Counsel for the Island, with effect from October 6, 1920, until further orders.

Mr. A. V. VAN LANGENBERG to act as Commissioner of Requests and Police Magistrate, Gampola, *vice* Mr. E. F. MARSHALL, from October 25 to 30, 1920, or until the resumption of duties by that officer.

Mr. S. KANAGASABAI to act as Commissioner of Requests and Police Magistrate, Jaffna, Kayts, and Mallakam, *vice* Mr. C. L. WICKREMESINGHE, from October 15 to 17, 1920, or until the resumption of duties by that officer.

Mr. F. R. BISSET to be an Unofficial Police Magistrate for the District of Kandy.

Mr. O. G. D'ALWIS to be a Member of the Excise Advisory Committee for the Kalutara Local Board Area, *vice* Mr. J. ALOYSIUS FERNANDO.

Rev. PERCY T. CASH to be a Member of the Excise Advisory Committee for the Galle Municipal Area, *vice* Rev. W. J. T. SMALL.

Mr. A. M. MOHAIDIN MARAIKAR to be an Assessor for the Sanitary Board town of Kattankudi, *vice* Mr. U. P. UTHUMALEBBE.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, October 8, 1920. Colonial Secretary.

No. 351 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to order that Mr. A. L. CROSSMAN be attached to the office of the Commissioner of Stamps, with effect from October 2, 1920, until further orders.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, September 30, 1920. Colonial Secretary.

No. 352 of 1920.

HEADS of Departments are hereby authorized to accept the signature of the Government Agent, Northern Province, on behalf of the Assistant Conservator of Forests, Northern Division, on September 30, 1920.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, October 8, 1920. Colonial Secretary.

No. 353 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned persons to be Assessors for the town of Pussellawa for the year 1921, under the provisions of section 5 of Ordinance No. 7 of 1866:—

Mr. U. L. MARIKAR.
Mr. G. LIYANAGE.
Mr. J. JAYASUNDARA.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, October 7, 1920. Colonial Secretary.

No. 354 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned persons to be Assessors for the following towns for the year 1921, under the provisions of section 5 of Ordinance No. 7 of 1866:—

Haputale.

Mr. D. N. Jayawardana.
Mr. S. H. Charlis Silva.
Mr. M. Kiri Banda.

Passara.

Mr. D. C. D. Appuhamy.
Mr. K. D. Gabriel.
Mr. Muhinkhan Bhai.

Welimada.

Mr. B. Kotawera.
Mr. P. B. Gawaranmane.
Mr. U. B. Attanayake.

Haldummulla.

Mr. M. A. M. Salih.
Mr. K. B. Herath.
Mr. G. H. Andris de Silva.

Lunugala.

Mr. E. A. Prelis.
Mr. M. B. C. Silva.
Mr. P. K. M. Appuhamy.

Koslanda.

Mr. M. A. M. Salih.
Mr. K. B. Herath.
Mr. K. G. James.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, October 6, 1920. Colonial Secretary.

No. 355 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned persons to be Assessors for the town of Weligama for the year 1921, under the provisions of section 5 of Ordinance No. 7 of 1866:—

Mr. D. D. T. P. GUNewardena.
Mr. A. DE S. ABeydeera.
Mr. S. A. M. AHAMADU LEBBE MARIKAR.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, October 6, 1920. Colonial Secretary.

No. 356 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. MAKAWITAGE MANUEL PERERA WIJEYESINGHE SENARATNE, at present practising as a Notary Public in Negombo town, to be a Notary Public throughout Ragam pattu of Alutkuru korale south of Colombo District, with residence and office at Tudella, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, October 6, 1920. Colonial Secretary.

No. 357 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. HERBERT MICHEL FERNANDO SAMARAWERA, of Patabendimulla, Ambalangoda, to be a Notary Public throughout the District of Badulla, with residence and office at Lunugala, and additional offices at Medagama and Bellan-oya, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, October 6, 1920. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. DON CAROLIS DE ALWIS SAMARADIWAKARA JAYASUNDARA, Head Clerk, Land Registry, Matara, as Additional Registrar of Lands for the Matara District, with effect from October 1, 1920, *vice* Mr. J. R. WEERASEKERA, transferred.

Mr. NOEL EDWARD ERNST to be Assistant Provincial Registrar (General) of Kandy District of the Central Province, with effect from September 28, 1920, *vice* Mr. R. B. NAISH, transferred. His office will be at Kandy Kacheheri.

RATNAYAKA MUDIYANSELAGE DINGIRI BANDA to act as Registrar of Births and Deaths, and of Marriages (Kandyan and General) of Udapalata No. 3 division, in the Kandy District of the Central Province, for thirty days, with effect from October 1, 1920, *vice* K. B. NAWARATNA, on leave. His office will be at Amunupurewatta in Amunupura.

Mr. MERENNAGE ALADIN LIVINIS SALGADO to be Registrar of Marriages (Kandyan and General) of Nuwara Eliya town division, in the Nuwara Eliya District of the Central Province, with effect from October 12, 1920, *vice* Mr. F. R. DE ZILVA, transferred. His office will be at the Nuwara Eliya Kacheheri.

WEWAGE HENRY DEP provisionally as Registrar of Births and Deaths of Balangoda division, and of Marriages (Kandyan and General) of Meda korale division, of the Ratnapura District of the Province of Sabaragamuwa, with effect from October 6, 1920, *vice* W. MARTINUS DEP, resigned. His office will be at Galpottelena *alias* Parana-tapalkantoruwewatta in Balangoda.

PANNALA GANTUNE VIDANELAGE KIRI BANDA to act as Registrar of Births and Deaths of Ganhata palata division, and of Marriages (Kandyan and General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for two months, with effect from October 1, 1920, *vice* Registrar, A. P. U. BANDA, on leave. His office will be at Owitigodatenna in Uggoda.

By His Excellency's command,

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

GRAEME THOMSON,
Colonial Secretary.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed DON CARTHELIS WANIGASUNDERA to act as Registrar of Births and Deaths of Megodapotha division, and of Marriages (General) of Udugaha pattu of Siyane korale east division, in the Colombo District of the Western Province, for three days from September 30, 1920, during the absence of the Registrar, KASTURIACHCHI JAYAWARDENA DON HENDRICK JAYAWARDENA, on leave. His office will be at Godaporagahawatta in Deenapamunuwa.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON PAULIS RANASINHA WEERASEKERA to act as Registrar of Births and Deaths of Mahara division, and of Marriages (General) of Adikari pattu of Siyane korale west division, in the Colombo District of the Western Province, for October 7, 1920, during the absence of the Registrar, DON PAULU NANAYAKKARA, on leave. His office will be at Pamburugahawatta in Kurukulawa.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON CORNELIS WELIKALA to act as Registrar of Births and Deaths of Padukka division, and of Marriages (General) of Meda pattu of Hewagam korale division, in the Colombo District of the Western Province, for October 8, 1920, during the absence of the Registrar, GAMALATGE DON DAVITH, on leave. His office will be at Divelewatta in Liyanwala.

The Assistant Provincial Registrar, Galle, has appointed GEORGE WILLIAM DE ALWIS WEERASEKERA to act as Registrar of Births and Deaths of Bentota division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for two weeks from September 29, 1920, during the absence of the Registrar, G. A. AMARASEKERA, on sick leave. His office will be at Ganegewatta in Angagoda.

The Additional Assistant Provincial Registrar, Matara, has appointed DAVID JOHN GUNAWARDENA to act as Registrar of Births and Deaths of Pallegama division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for twenty-one days from October 1, 1920, during the absence of the Registrar, G. KANDAMBY, on leave. His office will be at Welewatta in Pallegama.

The Additional Assistant Provincial Registrar, Matara, has appointed JOHN PERERA MHHINDUKULASEKARA WIJAYADORU to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for three days from October 5, 1920, during the absence of the Registrar, P. P. M. WIJAYADORU, on leave. His office will be at Kalegewatta in Gandara.

The Additional Assistant Provincial Registrar, Hambantota, has appointed WILLIAM GOONERATNA to act as Registrar of Births and Deaths of Kahawatta Lower division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for thirteen days from September 20, 1920, during the absence of the Registrar, C. G. KANDAMBY, on leave. His office will be at Ingingahahena in Angulmaduwa; additional office: Ambagahawatta in Kudahilla.

The Assistant Provincial Registrar, Jaffna District, has appointed KARTIKESU APPUTHURAI to act as Registrar of Marriages (General) of Valigamam East division, in the Jaffna District of the Northern Province, for twenty-six days from October 6, 1920, during the absence of the Registrar, V. KANDIAH, on leave. His office will be at Pippilakkaladdy in Kopay South.

The Assistant Provincial Registrar, Batticaloa District, has appointed EDMUND WALTER DAVID SOMANADEE to act as Registrar of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province, for fourteen days from September 29, 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 Karavaku pattu division, in the Batticaloa District of the Eastern Province, for thirty days from September 29, 1920, *vice* Registrar, K. MURANDAPPODI, deceased. His office will be at Kalmunai.

The Assistant Provincial Registrar, Batticaloa District, has appointed SINNATAMBY SOMASUNDERAMPILLAI to act as Registrar of Births and Deaths of Karavaku pattu south division, in the Batticaloa District of the Eastern Province, for thirty days from September 30, 1920, *vice* Registrar, M. PONNIAH, deceased. His office will be at Karativu.

The Assistant Provincial Registrar, Trincomalee, has appointed MURUGAPPER RASIAH to act as Registrar of Marriages (General) of Kaddukkulam pattu east division, in the Trincomalee District of the Eastern Province, for thirty days from October 1, 1920, *vice* Registrar, A. MUTTIAH, deceased. His office will be at Kanakkarwalavu, Nilaveli.

The Assistant Provincial Registrar, Kurunegala, has appointed EKANAYAKA MUDIYANSELAGE MUDIYANSE to act as Registrar of Births and Deaths of Baladora korale division, and of Marriages (General) of Dewameddi hatpattu division, in the Kurunegala District of the North-Western Province, for four days from September 22, 1920, during the absence of the Registrar, C. A. TENNAKON, on leave. His office will be at the permanent Registrar's residence at Kobeigane.

The Assistant Provincial Registrar, Kurunegala, has appointed MALWILA SRI BRAHMANA TENNAKON UKKU BANDA TIMBIRIWEWA to act as Registrar of Births and Deaths of Pahalawasideke korale division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, for seven days from September 27, 1920, during the absence of the Registrar, W. T. K. TIMBIRIWEWA, on leave. His office will be at the permanent Registrar's residence at Digane.

The Assistant Provincial Registrar, Badulla District, has appointed OLIVER ARTHUR SENANAYAKE SENEVIRATNE WEERAKON to act as Registrar of Marriages (General) of Yatikinda division, in the Badulla District of the Province of Uva, for fifteen days from October 4, 1920, during the absence of the Registrar, A. B. KARALLIADDE, on leave. His office will be at the Kacheheri, Badulla.

The Provincial Registrar, Ratnapura, has appointed GANEGODA VIDANERALLAGE KIRI APPUHAMY to act as Registrar of Births and Deaths of Morahela division, and of Marriages (General) of Kadawata korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from October 4, 1920, during the absence of the Registrar, H. M. PUNCHIAPPUHAMY, on leave. His office will be at the permanent Registrar's office at Naluwela.

The Assistant Provincial Registrar, Kegalla, has appointed SINGAPPULI RALLAGE 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 two days from September 29, 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, October 6, 1920.

F. BARTLETT,
Registrar-General.

IT is hereby notified that HETTIARACHCHIGE DON DIAS JAYASEKERA, Registrar of Births and Deaths of Horawala division, and of Marriages (General) of Iddagoda pattu of Pasdun korale west division, in the Kalutara District of the Western Province, will, with effect from October 1, 1920, hold an additional office at Gorakagahawatta *alias* Owitigalawalauwewatta in Owitigala on Fridays.

Registrar-General's Office,
Colombo, October 5, 1920.

F. BARTLETT,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

IT is hereby notified that a license to import gun caps into Ceylon during the current year has been issued to Mr. A. L. M. Abdul Latiff, of Third Cross street, Pettah, Colombo.

Colonial Secretary's Office,
Colombo, October 1, 1920.

By His Excellency's command,

GRAEME THOMSON,
Colonial Secretary.

PURSUANT to the 2nd section of the Pension Minute dated December 9, 1908, it is hereby notified that the holders of the office specified below are entitled to pension:—

Medical Department.

Hospital Stewards.

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

By His Excellency's command,

GRAEME THOMSON,
Colonial Secretary.

HIS Excellency the Governor has been pleased, in terms of the regulations dated June 2, 1903, to grant the Colonial Auxiliary Forces Long Service Medal to the following non-commissioned officers and men of the Ceylon Garrison Artillery:—

Sergeant D. P. Bilimoria

Gunner G. W. Marshall

Bombardier C. Koch

Colonial Secretary's Office,
Colombo, October 7, 1920.

By His Excellency's command,

GRAEME THOMSON,
Colonial Secretary.

WITH reference to the Notification dated September 20, 1920, appearing in the *Government Gazette* of October 1, 1920, it is hereby notified that His Excellency the Governor has been pleased to appoint the persons whose names appear in the subjoined schedule to be Registrars of Births and Deaths for the divisions noted opposite their respective names, holding office in the places appearing in column 4.

By His Excellency's command,

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

GRAEME THOMSON,
Colonial Secretary.

SCHEDULE REFERRED TO.

Province of Sabaragamuwa.—Ratnapura District.

No. of Division.	Name of Registrar.	Name of Registration Division.	Place of Office.
1	Dr. Brinley Fernando .. Dr. Clement Augustine Anandappa (Deputy Registrar) Ruanpura Darlis de Silva (Additional Deputy Registrar)	.. Ratnapura town .. do. .. do. ..	Civil Hospital, Ratnapura .. do. .. do. ..
2	.. Don James Alexander Samaraweera	.. Ketaliyampalla	.. Ambagahawatta in Hidellama
3	.. Rajapaksa Arachchilaye Malhami ..	.. Marapone	.. Marapone

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

THE regulation appointing Mr. J. G. Vandersmaght as Deputy Food Controller, Manning Market, published in *Government Gazette* No. 7,079 of January 23, 1920, is hereby revoked, and the following regulation substituted as regulation 1 (1) (n) in "The Defence of the Colony Regulations, 1919" :—

1. (1) (n) Mr. S. E. Hancox, Deputy Food Controller, Chalmers Granaries, shall be, in addition to his own duties, Deputy Food Controller, Manning Market, as from October 1, 1920, and as such may exercise all the powers of the Food Controller under these regulations, subject, however, to the direction of the Food Controller.

The following shall be inserted as regulation 1 (1) (o) in "The Defence of the Colony Regulations, 1919" :—

1. (1) (o) Messrs. C. Suntheram and H. F. E. Loos, Assistant Deputy Food Controllers, Chalmers Granaries, shall be, in addition to their own duties, Assistant Deputy Food Controllers, Manning Market, as from October 1, 1920, and as such may exercise all the powers of the Food Controller under these regulations, subject, however, to the direction of the Food Controller and the Deputy Food Controller, Manning Market.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, October 6, 1920.

GRAEME THOMSON,
Colonial Secretary.

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

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

By His Excellency's command,

Colonial Secretary's Office,
Colombo, September 28, 1920.

GRAEME THOMSON,
Colonial Secretary.

SCHEDULE REFERRED TO.

The following lots situated in the village of Wellankulama, in the Kandu tulana of the Kanadara korale of the Nawaragam palata of the Anuradhapura District, in the North-Central Province :—

Lot.	Block survey preliminary plan 761.		Extent.
	Name of Land.		
1	.. Mahayaya	..	.. 81 1 8
12c	.. Bogahayaya, Mahayaya	..	.. 25 0 37
			106 2 5

"THE CEYLON RAILWAYS ORDINANCE, 1902."

RULE made by the Officer Administering the Government, with the advice of the Executive Council, under section 5 of "The Ceylon Railways Ordinance, 1902," in substitution for rule 57 of the rules relating to the conveyance of traffic by passenger trains dated October 11, 1907, as amended by Notification dated March 5, 1909:—

57. (1) For the purposes of this rule—

"Registered estate" means any estate registered on the books of the Government Agent of the Province as having ten acres or more cultivated;

"Cooly" means every kangany and labourer employed, about to be employed, or discharged from employment on a registered estate.

(2) Coolies of registered estates in Ceylon shall be conveyed over the Ceylon Government Railway at a reduced third class rate of $1\frac{1}{4}$ cents per mile (except on the Uda Pussellawa Branch, where the rate is $1\frac{1}{2}$ cents per mile) on the conditions following. In the case of any failure to comply strictly with these conditions full fares will be charged:—

- (a) The minimum charge for each cooly, including the children of coolies, shall be 25 cents per cooly or per child between the stations, and subject to the terms hereinafter enumerated. Provided, however, that in the case of infants under three years of age no charge will be made.
 - (b) Coolies travelling at the reduced rate shall only be entitled to such free baggage not exceeding 28 lb. per cooly as they may take with them in the carriage. Provided, however, that Government shall not be held responsible for loss or damage caused to such coolies' baggage.
 - (c) The reduced rate will be accepted at the stations and in respect of the journeys specified below:—
 - (i.) From the Mandapam Segregation Camp in India to stations in Ceylon *via* Talaimannar only on production to the Superintendent of the Camp of tin tickets issued by superintendents of registered estates in Ceylon, or of "excess cooly" cards issued by the Ceylon Labour Commissioner in India.
 - (ii.) From Ragama (including cost of rail transport between Wharf and Ragama of coolies arriving *via* Tuticorin) to stations beyond Lunawa on the Coast line, Pannipitiya on the Kelani Valley line, Ragama on the Main line, and Katunayaka on the Chilaw line, only on production of tin tickets issued by superintendents of registered estates in Ceylon, or of "excess cooly" cards issued by the Ceylon Labour Commissioner in India.
 - (iii.) From Colombo to India *via* Talaimannar on warrants issued by the Labour Commissioner.
 - (iv.) From stations in Ceylon to stations in India *via* Talaimannar to which through bookings are in force or to Colombo (Maradana or Fort) in the case of coolies returning to India *via* Tuticorin only on production of certificates on the standard form supplied by the Railway and correctly filled in and signed by the superintendent of a registered estate as laid down hereunder.
 - (d) Books of certificate forms will be supplied free of charge on application in writing to the General Manager of the Railway, Colombo, to superintendents of registered estates only.
 - (e) The certificate must be filled in strictly in accordance with the instructions on the form, and be signed in full personally on the front and on the back by the superintendent of the estate. The registered letter and number of the estate must always be filled in on the face, and the number of coolies on the face must correspond with the details on the back, on which the individual name of each cooly (in English) must be inserted in ink, with the full signature of the superintendent immediately under the names. Any alterations on either front or back must be initialled by the superintendent. Books of certificates issued for one estate must not on any account be issued for coolies of any other estate.
- (3) Any provision contained in any rule made under "The Ceylon Railways Ordinance, 1902," in any way contrary to the provisions of this rule is from the coming into operation of this rule hereby repealed.
- (4) This rule shall come into operation on the date given in the certificate of the Clerk of the Legislative Council appended to this rule.

Made by the Officer Administering the Government, with the advice of the Executive Council, on July 8, 1920.

By His Excellency's command,

JOHN SCOTT,
Clerk to the Executive Council.

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

Dated the 5th day of October, 1920.

M. A. YOUNG,
Clerk to the Legislative Council.

Order in Council.

KNOW Ye that His Excellency the Governor in Executive Council has been pleased, under regulation 90 of the regulations framed under "The Quarantine and Prevention of Diseases Ordinance, 1897," and published by Notification dated July 25, 1914, in *Government Gazette* No. 6,636 of July 31, 1914, to declare that it is necessary for the purpose of preventing the outbreak or spread of plague that rules (a) and (b) of the said regulation 90 shall apply to the town of Gampola, and to designate the Chairman, Local Board, Gampola, as the proper authority referred to in the said rules.

By order of His Excellency the Governor in Executive Council, this 27th day of September, 1920.

W. T. SOUTHORN,
Clerk to the Executive Council.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the service named in the schedule hereunder for the period commencing from November 1, 1920, 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 October 19, 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, October 4, 1920.

Schedule referred to.

Services.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Supply of cooked provisions with milk to Ramboda Hospital	200	400

TENDERS are hereby invited for the supply of timber during 1920-21. Areas to be exploited and further details are given in the annexed schedule.

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

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

4. Tenders should be marked "Tender for Timber Supply to the General Manager of Railways, 1920-21, North-Central Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, October 26, 1920.

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

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

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

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

9. Separate rates per cubic foot of timber in the log, per cubic foot of branchwood, per broad gauge sleeper, must be quoted, written both in words and figures.

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

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

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

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

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

SCHEDULE.

Service A.

To fell, log, bark, and transport 50 satin and 50 palu trees (more or less), 15 feet and over in length and 5 feet and over in girth to Anuradhapura Railway Station from Maningomuwa forest, bounded as follows:—

North by path from Helambawewa, south by Perunkulama, east by the boundary of Maningamuwa village, and west by korale boundary.

Distance of transport: About 12 to 14 miles.

Work to be completed: On or before July 31, 1921.

Service B.

To fell, log, bark, and transport to Anuradhapura Railway Station 50 satinwood and 50 palu trees (more or less), 15 feet and over in length and 5 feet and over in girth from Wayanlpota forest:—

North by Habarane-Galapitagala road, east by Habarane-Dambulla road, south by Central Province boundary, and west by Kekirawa-Ganewalpola road.

Distance of transport: 30 to 40 miles.

Work to be completed: On or before July 31, 1921.

Service C.

To fell, log, bark, and transport to Anuradhapura Railway Station 50 satinwood and 50 palu trees (more or less), 15 feet and over in length and 5 feet and over in girth from Ilukwewa forest:—

North by Anuradhapura-Trincomalee road, south by pinpara from Kainattama to Aspayabendiwewa junction, east by minor road from the 72nd milepost on the Anuradhapura-Trincomalee road to Aspayabendiwewa junction, and west by pinpara from Kahatagasdigiliya to Kainattama.

Distance of transport: About 25 to 36 miles.

Work to be completed: On or before July 31, 1921.

GENERAL CONDITIONS.

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

(b) All suitable branchwood of palu should be converted into broad gauge sleepers, and all suitable, sound, and straight branchwood of satin, 8 feet and over in length and 3½ feet and over in girth, should also be transported and delivered stacked at the depôt.

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

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, September 30, 1920. Conservator of Forests.

Change of Date for Closing of Tenders for the Supply of Railway Sleepers.

THE date fixed for closing tenders for the supply of railway sleepers in the Sabaragamuwa division during 1920-21, should be midday on Tuesday, October 19, 1920, and not October 9, 1920, as in the notice dated September 16, 1920, published in *Government Gazette* No. 7,131 of September 24, 1920.

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, October 4, 1920. Conservator of Forests.

TENDERS are hereby invited for transporting salt to (1) the Old Salt Stores, Trincomalee, *i.e.*, Stores in the Forest Depôt, Public Works Department Yard, and Customs premises, and to (2) the Gunwharf Salt Stores, during the period January 1, 1921, to December 31, 1921.

- (a) From Nilaveli Salt Stores.
- (b) From Nilaveli Saltern Platforms.
- (c) From Nilaveli Salt Store Platforms.

2. In case (a) the contractor shall weigh and receive the salt; in cases (b) and (c) the manufacturers will deliver the salt at the scales and put it in the bags to be provided by the contractor.

3. One hundredweight of salt may be reckoned as from 113 to 116 pounds at the discretion of the Assistant Government Agent, Trincomalee.

4. The contractor shall, on no occasion, be asked to transport less than 5,000 cwt., and shall begin work, whenever called upon to do so on receiving from the Assistant Government Agent, Trincomalee, a week's notice at his Trincomalee address, which address shall be considered sufficient for notices under the contract.

5. The tenderers must state the rate of hire for each cwt., including the cost of weighing and storing at Trincomalee.

6. The tenderer whose tender is accepted shall transport not less than 300 cwt. daily in case (a) above, and 250 cwt. in cases (b) and (c).

7. Tenders should be marked "Tenders for transporting Salt" on the left hand top corner of the envelope, and should reach the office of the Assistant Government Agent, Trincomalee, not later than midday on Saturday, November 6, 1920. A separate rate should be quoted for 1 (a), 1 (b), and for 1 (c); and for 2 (a), 2 (b), and for 2 (c).

8. Tenders are to be made upon forms which will be supplied upon application at the Trincomalee Kachcheri, and no tender will be accepted unless it is on the recognized form.

9. A deposit of Rs. 50 will be required to be made at the Trincomalee Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within seven days of receiving notice in writing from the Assistant Government Agent, Trincomalee, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. The deposit of Rs. 50 will be refunded upon signature of the contract.

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

11. Sufficient sureties will be required to join in a bond for the fulfilment of the contract. The amount of the bond and all other necessary information can be ascertained at the Trincomalee Kachcheri.

12. A duplicate copy of the tender should be forwarded by the tenderer by post to the Hon. the Controller of Revenue, Colombo, at the same time as he forwards the original to the Assistant Government Agent, Trincomalee.

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

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

Trincomalee Kachcheri, W. G. VALLIPURAM,
October 1, 1920. for Assistant Government Agent.

SALES OF UNSERVICEABLE ARTICLES, &c.

THE under-mentioned articles will be sold by auction on Monday, October 18, 1920, at 10 A.M., at the Lunatic Asylum, Colombo:—

Articles referred to.

1 book-binding press	1 time-piece, small
1 bagatelle board	1 gramophone, small
1 clock, small	

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

Colombo, October 5, 1920.

NOTICE is hereby given that the private properties of long-sentenced and deceased prisoners of Bogambara Jail, will be sold by public auction at the jail premises on October 23, 1920, at 11 A.M., viz.:—

Twenty-three cloths, 29 banians, 14 coats, 18 handkerchiefs, 36 sarongs, 19 rag3, 4 shirts, 4 towels, 13 belts, 6 white metal studs, 2 coloured stones, 2 yellow metal studs, 1 coloured tie, 1 short trouser, 1 pair coloured socks, 1 spectacle, 1 small piece white metal, 1 coloured tussel, 1 pair brown boots, 2 cloth tapes, 1 trouser, 1 coloured collar, 1 wettie, and 2 copper rings.

Bogambara Jail,
Kandy, October 1, 1920.

J. ELSTON,
Superintendent.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended October 2, 1920.

Births.—The total births registered in the city of Colombo in the week were 166 (2 Europeans, 12 Burghers, 97 Sinhalese, 26 Tamils, 21 Moors, 5 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 29.4, as against 26.7 in the preceding week, 18.4 in the corresponding week of last year, and 21.0 the weekly average for last year.

Deaths.—The total deaths registered were 114 (7 Burghers, 51 Sinhalese, 30 Tamils, 13 Moors, 5 Malays, and 8 Others). The death-rate per 1,000 per annum was 20.2, as against 24.3 in the previous week, 25.2 in the corresponding week of last year, and 27.7 the weekly average for last year.

Infantile Deaths.—Of the 114 total deaths, 22 were of infants under one year of age, as against 27 in the preceding week, 18 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 20.

Principal Causes of Death.—1. (a) Twelve deaths from *Pneumonia* were registered, 4 in Kotahena, 3 in Maradana (including 1 death of a non-resident in hospital), 2 each in Pettah and New Bazaar, and 1 in St. Paul's, same as in the previous week. The weekly average for last year was 21.

(b) Three deaths from *Influenza* were registered, 1 each in Pettah, New Bazaar, and Maradana, same as in the previous week. The weekly average for last year was 11.

(c) One death from *Bronchitis* was registered at San Sebastian, same as in the previous week.

2. Eight deaths from *Phthisis* were registered, 4 in Maradana (including 2 deaths of non-residents in hospital), and 1 each in San Sebastian, Kotahena, Kollupitiya, and Wellawatta, as against 13 in the previous week, and 14 the weekly average for last year.

3. Seven deaths from *Enteric Fever* were registered, 3 each in St. Paul's and Maradana, and 1 in Pettah, as against 10 in the previous week, and 5 the weekly average for last year.

4. Four deaths from *Plague* were registered, 2 each in Pettah and St. Paul's, as against 3 in the previous week, and 2 the weekly average for last year.

5. One death from *Smallpox* of a resident of Cotta was registered at the Infectious Disease Hospital, same as in the previous week.

6. Eleven deaths were registered from *Infantile Convulsions*, 5 each from *Enteritis* and *Worms*, 4 from *Debility*, 3 from *Diarrhoea*, 2 each from *Dysentery* and *Tetanus*, and 46 from *Other Causes*.

7. Sixteen cases of *Enteric Fever*, 10 of *Chickenpox*, 6 of *Plague*, 6 of *Smallpox*, and 5 of *Measles* were reported during the week, as against 17, 13, 7, 2, and 3, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 80.1°, against 80.4° in the preceding week and 80.3° in the corresponding week of the previous year. The mean atmospheric pressure was 29.916 in., against 29.979 in. in the preceding week and 29.943 in. in the corresponding week of the previous year. The total rainfall in the week was 1.21 in., against 0.86 in. in the preceding week and 1.99 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, October 5, 1920.

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

MEMORANDUM OF ASSOCIATION OF THE NORTH CEYLON AGRICULTURAL COMPANY, LIMITED.

1. The name of the Company is "THE NORTH CEYLON AGRICULTURAL COMPANY, LIMITED."
2. The registered office of the Company is to be established in Jaffna.
3. The objects for which the Company is to be established are :—
 - (1) To carry on in the Island of Ceylon, the business of cultivators, planters, growers, and producers of all kinds of foodstuffs and curyrstuffs, of commission agents, exporters, importers, traders, manufacturers, merchants, and to carry on 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 properties 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, machinery, implements, tools, live and dead stock, stores, and other properties movable, or immovable of any kind, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or means of communication.
 - (3) To appoint, engage, employ, maintain, provide for and dismiss attorneys, agents, superintendents, manager clerks, coolies, cultivators, and other labourers and such servants in Ceylon and elsewhere, and to remunerate any such appointees at such rate as shall be thought fit.
 - (4) To open, clear, 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 grow or produce paddy, kurakkan, Indian corn, manioc, potatoes, bananas, yams, maize, millets, beans, dhall, groundnuts, grains, green gram, cow peas, gourds, brinjals, bandakas, tomatoes, spinach, cucumber, onions, mustard, chillies, coriander, ginger, and all cereals, foodstuffs and curyrstuffs, fodder for cattle, and coconuts, rubber, coffee, tea, and tobacco.
 - (5) To build, make, construct, acquire, equip, maintain, improve or alter water reservoirs, tanks, bunds, water-courses, irrigation systems and roads, bridges, culverts, tramways, water transport system, and all other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (6) To lend money, manures, seed paddy, seeds or plant on any security of lands, plantations, buildings, factories, growing crops, produce, promissory notes, bills of lading, warrants, stock and shares, debentures, or without any security whatsoever.
 - (7) To buy, sell, warehouse, transport, ship, trade, export, import, and deal in paddy and all other grains, rice, all cultivated products (including coconuts, coffee, tea), merchandise, articles, and materials of any kind whatever for manufacture, manipulation, or for sale.
 - (8) To establish and carry on dairy farms, and to buy and sell live-stock, and to sell and deal in milk, dairy produce, wholesale or retail, and to open or maintain pasture lands.
 - (9) To enter into any agreement or arrangement with Government and any Authorities, and to obtain rights, privileges, and concessions.
 - (10) To lease any factory or other buildings from any company or person.
 - (11) To hire, lease, or purchase land, either with any other person or Company or otherwise, and to erect factories or other buildings thereon or on any lands leased or owned by the Company at the cost of the Company and such other person or Company or otherwise.
 - (12) To enter into any agreement with any Company or person for the working of the factory erected or leased, as in sections 10 and 11, or for the manufacture and preparation for market paddy, rice, Indian corn, kurakkan, coconuts, manioc, coffee, and tea or any other products in such or any factory.
 - (13) To erect, construct, establish, maintain and build mills, hullers, machinery, plant, factories or any necessary apparatus or buildings for purposes of hulling and preparation for market of paddy or other cultivated products.
 - (14) To erect, construct, establish and maintain houses, warehouses, granaries, offices, shops, stores for stocking, warehousing, and storing, or as places for the sale of the different articles or produce of the Company or any such articles or produce as the Company deals in.
 - (15) To cultivate, superintend, and manage estates, and generally to undertake the business of estate agents or any other agency business of any kind.
 - (16) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, leases or securities 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 or re-borrow the moneys secured thereby or any part or parts thereof.
 - (17) 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.
 - (18) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from the time be determined.
 - (19) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, and other properties or any 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.
 - (20) To borrow money for the purposes of the Company upon the security of cash credit bonds, or hypothecation or mortgage of the Company's properties 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 properties (including uncalled capital), or not so charged, as shall be thought best.
 - (21) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
 - (22) To enter into partnership or into any arrangements for sharing profits, union of interest, reciprocal concessions, 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 any business or transaction capable of being conducted so as to directly or indirectly benefit this Company, to take or otherwise acquire and hold shares and stock in, or securities of, and to subsidise or otherwise assist any such Company, and to sell, hold, and re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the properties, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
 - (23) To distribute among Shareholders in specie any property of the Company, whether by way of dividend 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.

(24) And 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 and corporations, and the word "persons" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or reference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Rs. 250,000, divided into 12,500 shares of Rs. 20 each, with power to increase or reduce 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.
A. KANAGASABAI, Jaffna	25
V. CASIPILLAI, Jaffna	25
EDWARD MATHER, Jaffna	50
W. MUDLR. MUTTUWELUPILLAI, Jaffna	25
K. V. MARCANDAN, Jaffna	100
S. SUPRAMANYAN, Manipay	25
A. SAPAPATHY, Vannarponnai	25
J. K. CHANMUGAM, Jaffna	25
S. C. ARNOLD, Manipay	25
Total	325

Witnesses to the above nine signatures, at Jaffna, this 23rd day of August, 1920:

WM. BRYANT,
Head Clerk, Jaffna Commercial Corporation, Limited, Jaffna.

N. CHELLIAH,
Storekeeper, The Jaffna Commercial Corporation, Ltd., Jaffna.

ARTICLES OF ASSOCIATION OF THE NORTH CEYLON AGRICULTURAL COMPANY, LIMITED.

It is agreed as follows:—

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

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

INTERPRETATION.

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 "The North Ceylon Agricultural 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 to 1909," 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 by attorney duly authorized.

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

4. 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.

5. 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 the General Meetings in accordance with these presents.

CAPITAL.

6. The nominal capital of the Company is Two hundred and Fifty thousand Rupees (Rs. 250,000) divided into Twelve thousand Five hundred (12,500) shares of Twenty Rupees (Rs. 20) each, with power to increase or reduce the capital. Of the full amount of Rs. 20 per share, a sum of Rs. 5 shall be paid on application, a further sum of Rs. 5 shall be paid on allotment, and the balance amount of Rs. 10 shall be paid on such instalments as the Directors may determine.

7. 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. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

8. Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time or 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 a 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 or as remuneration for work done for, or services rendered to, the Company without first offering such shares to the registered Shareholders for the time being of the Company.

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

SHARES.

10. The shares, except as otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unused shares, and may add to such shares such an amount of premium as they may consider proper; provided that such unused 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 Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may, at their discretion, allot any unused shares in payment for any estates or lands or other property purchased or acquired by the Company, or any remunerations for work done for, or services rendered to, the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

11. If by the condition 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.

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

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

14. Shares may be registered in the name of a firm, and any partner 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.

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

16. 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 rights of voting and of giving proxies and exercise the other rights and powers conferred on a sole Shareholder, and if the joint-shareholders cannot arrange amongst themselves as to who shall vote or give proxies and exercise such other rights and powers conferred on a 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 the 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.

17. 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.

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

19. 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 35 to become a Shareholder in respect of any share.

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

20. 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 CERTIFICATE.

21. 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 by him.

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

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

24. No person shall exercise any rights of a member 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.

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

26. No transfer of shares shall be made to a minor or person of unsound mind.

27. 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 every share.

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

29. 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.

30. In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

31. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of fifty cents 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 29, 30, and 32, shall register the transferee as 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 on the Company in respect of the share, except for the dividends previously declared in respect thereof, but, if at all, upon the transferee only.

34. The transfer books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the first General Meeting; also when 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.

35. The executors, 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.

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

39. (a) If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued at the rate of nine per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

(d) Any shareholder whose shares have been 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.

40. 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.

41. 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.

42. A certificate in writing under the hands of two Directors and of the Managing Director 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 could 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 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.

43. The Directors may, in their discretion, remit or annul the forfeiture of any share within six months from date thereof upon the payment of all the moneys due to the Company from the 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 or re-allotted or otherwise disposed of under Article 40 hereof shall be redeemable after sale or disposal.

44. The Company shall have a first charge or paramount lien upon all 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 for the shares held by such holder or joint-holders or otherwise, and whether due by 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 person. The Directors may decline to register any transfer of shares subject to such charge or lien.

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

46. The nett proceeds of any such sale as aforesaid, under the provisions of Articles 40 and 45 hereof, shall be applied in or towards the satisfaction of such debts, liabilities, or engagements and the residue (if any) shall be paid to such Shareholder or his representatives.

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

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

PREFERENCE SHARES.

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

CALLS.

50. (a) The Directors may from time to time make such calls as they think fit upon the registered holders of shares in respect of moneys unpaid thereon, and not by the conditions of allotment made payable at fixed times; and each Shareholder shall pay the amount of every call so made on him to 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) 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 118.

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

51. 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 cent. 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.

52. 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.

53. The Directors shall have power at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for purposes of the Company. The Directors may, for the purpose of securing the re-payment of any such sum or sums of money so borrowed or raised, create and issue 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. Any 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 any special privileges as to redemption, surrender, drawings, allotment of shares or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in, or endorsed upon, any of the documents mentioned in this Article and subscribed by two or more of the Directors or by one Director and the Managing Director, 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.

MEETINGS.

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

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

56. 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.

57. 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-tenth of the number of Shareholders holding not less than one-tenth of the issued capital and entitled to vote.

58. 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.

59. Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

60. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette*, or by notice sent by post or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

61. Every Ordinary General Meeting shall be competent, without special notice having been given of the purpose 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 Auditor, 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.

62. 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.

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

64. 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 any 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.

65. The Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the chair, the Shareholders shall choose another Director as Chairman, and if no Directors be present, or if all the Directors present decline to take the chair, then the Shareholders present shall choose one of their number to be Chairman.

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

67. 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 have been given.

68. 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.

69. 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 without proof of the number or proportion of the votes recorded in favour of or against such resolution.

70. 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.

71. 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.

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

73. On a show of hands every Shareholder shall have one vote only. In case of a poll every Shareholder present in person or by proxy or by attorney shall have one vote for every share held by him up to five, and an additional vote for the next ten shares held by him, and an additional vote for every further twenty-five shares held by him up to one hundred shares (exclusive of the first fifteen shares), and an additional vote for every hundred shares held by him beyond the said first hundred.

74. The parent or curator of a minor Shareholder, the committee or other legal guardian of any lunatic Shareholder, the husband of any Shareholder not entitled to her share 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.

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

76. No person shall be appointed a proxy who is not a Shareholder of the Company, but this rule does not apply to a power of attorney.

77. 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 a 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.

78. 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.

79. 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.

80. Any instrument appointing a proxy may be in the following form:—

The North Ceylon Agricultural Company, Limited.

I, _____, of _____, appoint _____, of _____ a Shareholder in the Company to represent me and to vote for me and on my behalf at the Ordinary (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 _____.

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

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

DIRECTORS.

83. The number of Directors shall never be less than seven nor more than twelve. In the event of the number of Directors ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of 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. 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.

84. The qualification of a Director shall be his holding fully paid up shares in the Company of the total nominal value of Rupees Five hundred, and this qualification shall apply as well to the first Directors as to all future Directors, such remuneration, if any, shall be given to the Directors as shall be determined by the Company in General Meeting.

85. The first Directors shall be (1) Sir A. Kanagasabai, (2) V. Casippillai, (3) Ed. Mather, (4) Hon. A. Sapapathy, (5) W. M. Muttuwelupillai, (6) S. Supramanyan, (7) K. V. Markandan, (8) S. C. Arnold; and (9) J. K. Chanmugam, 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.

86. One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, Manager or Managers of the Company, Visiting Agent or Visiting Agents, Superintendent or Superintendents of the Company's Estates for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office, and the Directors may from time to time revoke such appointments and appoint another or other Secretary, Managing Director or Managing Directors, Visiting Agent or Visiting Agents, Superintendent or Superintendents.

87. 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.

88. 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.

89. 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 registered office of the Company, a notice in writing under his hand signifying his candidature for the appointment, or the intention of such Shareholder to propose him.

90. 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.

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

92. At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year, one of the Directors for the time being shall retire from office as provided in clause 93.

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

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

95. 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.

96. A General Meeting may, from time to time, at any time subsequent to the Second Ordinary General Meeting, increase or decrease the number of Directors and also may determine in what rotation such increased or reduced number is to go from office.

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

98. A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Managing Director or Secretary or Secretaries or by leaving the same at the office or by tendering his written resignation at a meeting of the Directors.

99. The office of Director shall be vacated—

(a) If he accepts or holds any office or place of profit other than Managing Director, Manager, 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 bodily or mental 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.

(f) If he shall be absent from the Island for a period of more than six consecutive calendar months.

100. 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, 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.

101. 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 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.

102. 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 Director or officer, shall be liable for any other Director or officer or for joining in any receipt or other acts of conformity, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for, and 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 acts 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.

103. No contribution shall be required by 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.

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or with the assistance of a manager or managers and secretary or secretaries of the Company to be appointed by the Directors for such 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, preliminary as well as otherwise, paid or incurred in and about the formation and registration of the Company and in connection with the placing of the shares of the Company in and about the valuation, purchase, lease, or acquisition of lands, estates or property and the opening, clearing, planting, and cultivation thereof and in or about the working and business of the Company.

105. The Directors shall have power to purchase, lease, 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 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 agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, cultivators, 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, cultivators, labourers, and other servants for such reasons as they may consider proper and advisable and without assigning any cause.

106. 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.

107. 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.

108. It shall be lawful for the Directors, if authorized so to do, by an extraordinary resolution of the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies 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.

109. 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 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, clerks, assistants, artisans, and workers, and 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, and 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 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.

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

- (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 to, and of any claims and demands by, or 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 of the Company, 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 may think fit and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board, or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or Company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of, and at any time to remove, such Director or other person or Company, and to annul, or vary 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 delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

111. 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 five Directors shall be a quorum.

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

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

114. Any 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.

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

116. The 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.

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

118. 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 six Directors shall sign it.

119. The Directors shall cause minutes to be made in books to be provided for the purpose of the following matters, viz. :—

- (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.

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

COMPANY'S SEAL.

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

ACCOUNTS.

122. 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.

123. The Directors shall from time to time determine whether, and to what extent, and at what time 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 documents of the Company, except as conferred by statute or authorized by the Directors or by a resolution of the Company in General Meeting.

124. At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the 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.

125. 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.

126. 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.

127. 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 the nett profits.

128. 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 current year.

129. 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.

130. 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 extension 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.

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

132. No Shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares whilst any money 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.

133. 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 sum shall be payable until after the date when such dividend is payable.

134. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the Shareholder entitled, or, in the case of joint holders, to the registered address of that one whose name stands first on the register in respect of the joint-holding, but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.

135. Notice of all dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all dividends and 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 reserve fund. For the purpose 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 dividend.

136. Every dividend or bonus payable in respect to 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.

137. 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.

138. 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.

139. 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 should 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.

140. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration; all future Auditors, except as hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and such Auditors shall hold their office only until the First Ordinary General Meeting after their respective appointments, or until otherwise ordered by a General Meeting.

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

142. 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.

143. 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 General Meeting) fill up the vacancy by the appointment of a person who shall hold the office until such meeting.

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

145. All accounts, books, and documents whatsoever of the Company shall, at all times, be open to the Auditors for the purpose of audit.

NOTICES.

146. Notices from the Company may be authenticated by the signature (printed or written) of the Secretary, Secretaries, or other persons appointed by the Board to do so.

147. 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.

148. 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 the Secretary or Secretaries of the Company their own or some other address in Ceylon.

149. All notices directed to be given to the 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.

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

151. 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* and (or) in any public newspaper or newspapers at the discretion of the Managing Director.

ARBITRATION.

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

EVIDENCE.

153. On the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder or his representative 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.

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

155. If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied first in repaying to the holders of the preference shares (if any) the amounts that may be due to them, whether by way of capital only or by way of capital and dividend, or arrears of dividend or otherwise, in accordance with the rights, privileges, and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitled such shares to participate in such surplus assets.

156. If the Company shall be wound up, the liquidator, whether voluntary or official, may, with 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 the like sanction, shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Jaffna, this 23rd day of August, 1920.

A. KANAGASABAI.
V. CASIPPILLAI.
EDWARD MATHER.
WM. MUTTUWELUPILLAI.
K. V. MARCANDAN.
S. SUPRAMANYAN.
A. SAFAPATHY.
J. K. CHANMUGAM.
S. C. ARNOLD.

Witnesses:—

WM. BRYANT,
Head Clerk, Jaffna Commercial Corporation, Ltd., Jaffna.

N. CHELLIAH,
Storekeeper, The Jaffna Commercial Corporation, Ltd., Jaffna.

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF THE DUTCH BURGHIER UNION OF CEYLON BUILDINGS COMPANY, LIMITED.

1. The name of the Company is "THE DUTCH BURGHIER UNION OF CEYLON BUILDINGS COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are:—
 - (a) To purchase and acquire all that allotment of land with the buildings standing thereon bearing assessment No. 1,061 B/2¹ situate at Serpentine road within the Municipality of Colombo.
 - (b) To purchase, acquire, erect, construct, alter, improve, lease, hold, hire, sell, mortgage, or let any ground, land, or buildings in Colombo, with all approaches, privileges, servitudes, or appurtenances thereto belonging or any interest therein.
 - (c) To purchase and acquire any concessions or rights to purchase any lands or buildings, and to enter into any agreement or agreements in connection therewith.
 - (d) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit.
 - (e) To borrow or raise money for all or any of the purposes of the Company in such a manner as the Company may think fit and in particular upon mortgage of any property of the Company or by the issue of debentures or debenture stock, charging all or any of the Company's property, both present and future, including uncalled capital or unpaid calls of the Company, or upon the bonds, bills, notes, rights, and property and other security of the Company, present or future.
 - (f) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable and transferable instruments.
 - (g) To sell, exchange, improve, manage, develop, lease, underlease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Company.
 - (h) To invest and deal with the moneys of the Company not immediately required upon such security and in such manner as may from time to time be determined.
 - (i) To do any of the foregoing things, and generally to carry on any business or effectuate any object of the Company.
 - (j) To employ secretaries, clerks, managers, servants, and workmen, and to pay them and other persons in return for service rendered salary, wages, and gratuities.
 - (k) To do all such other matters and things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.
4. The liability of the Shareholders is limited.
5. The capital of the Company is Rs. 100,000 divided into 2,000 shares of Rs. 50 each, with power to increase or reduce the capital. In case the Company shall increase the capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association for the time being of the Company.

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.
R. G. ANTHONISZ, Colombo	One
E. A. VANDERSTRAATEN, Colombo	One
R. O. SPAAR, Colombo	One
E. G. GRATIAEN, Colombo	One
ALLAN DRIEBERG, Colombo	One
G. S. SCHNIDER, Colombo	One
V. VAN LANGENBERG, Mandapam	One
Total Number of Shares taken ..	Seven

Witness to the accompanying seven signatures, at Colombo, this 13th day of September, 1920.

W. E. V. DE ROOY,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE DUTCH BURGHIER UNION OF CEYLON BUILDINGS COMPANY, LIMITED.

It is agreed as follows :—

1. "Table C not to apply. Company to be governed by these Articles."

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

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, save and except the regulation contained in article 18, which shall not be subject to alteration except by an extraordinary resolution.

INTERPRETATION.

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

"Company."—The word Company means the Dutch Burghier Union of Ceylon Buildings 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 Ordinances, 1861 to 1909," and every other Ordinance from time to time in force concerning Joint Stock Companies that 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 the 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.

4. None of the funds of the Company shall be employed in the purchase of, or lent on the security of, shares of the Company.

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

6. 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. The nominal capital of the Company is Rupees One hundred thousand (Rs. 100,000), divided into 2,000 shares of Rupees Fifty (Rs. 50) each.

8. The Directors may, with the sanction of a special resolution of the Company in General Meeting, from time to time increase the capital by the creation of new shares of such amounts as shall or may be deemed expedient.

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

10. 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.

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

12. The Company may from time to time in General Meeting reduce its capital and may consolidate or subdivide any of its shares which have not been taken or agreed to be taken by any person. Paid-up capital may be returned upon the footing that the amount may be called up again or otherwise.

SHARES.

13. 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, excepting 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 28 to become a Shareholder in respect of any share.

14. The certificates of shares shall be issued under the seal of the Company and signed by two Directors and the Secretary, or in such other manner as the Directors shall prescribe.

15. Every Shareholder shall be entitled to one certificate for all the shares or to several certificates each for a part of such shares. Every certificate shall specify the number of the shares in respect of which it is issued, the class, and the amount paid up thereon or credited thereto.

16. If a 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 fresh certificate in lieu thereof, and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors may deem adequate being given, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate.

17. A fee of fifty cents shall be paid to the Company for every certificate so issued in place of a certificate lost or destroyed.

TRANSFER OF SHARES.

18. Subject to the restriction of these Articles any Shareholder may transfer all or any of his shares only to any member of the Dutch Burgher Union, either by private contract or by public auction only amongst members of the Dutch Burgher Union. The instrument of transfer of any share shall be in writing, signed by both transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect thereof.

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

20. Shares when transferable may be transferred by any usual common form of instrument of transfer.

21. 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.

22. 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 has a lien or otherwise; or in case of shares not fully paid up, or to any person not approved by them.

23. 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.

24. 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 or his right to transfer his shares, and a fee of Rupees Two and fifty cents (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 26, 27, and 29, shall register the transferee as a Shareholder, and return the instrument of transfer.

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

26. 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.

27. 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.

TRANSMISSION OF SHARES.

28. The executors or administrators of a deceased Shareholder shall be the only person recognized by the Company as having any title to the shares of such Shareholder.

29. Any guardian of an infant Shareholder, or any Committee of a lunatic Shareholder, or any person becoming entitled to a share in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any way other 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 Company thinks 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.

30. If any person who shall become entitled to be registered in respect of any share under clause 29, shall not, for any cause whatsoever, within twelve calendar months after the event of 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, amongst members of the Dutch Burgher Union of Ceylon, 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 a lien on the share so sold, shall be paid to the person entitled thereto.

31. No person shall exercise any rights 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.

SHARES (SURRENDER AND FORFEITURE).

32. 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 shares of Shareholders who may be desirous of retiring from the Company.

33. 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.

34. 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.

35. 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, interest, and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

36. 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 cent. per annum, and the Directors may enforce the payment thereof if they think fit.

37. 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.

38. 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.

39. A certificate in writing under the hands of two 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.

40. 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 cent. 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 37 hereof shall be redeemable after sale or disposal.

41. 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, and such lien shall extend to all dividends declared on such shares. And the Directors may decline to register any transfer of shares subject to such charge or lien.

42. 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 thirty 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 to him.

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

44. A certificate in writing under the hands of two of the Directors and of the Secretary, that the power of sale given by clause 42 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

45. 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.

CALLS.

46. The Directors may from time to time make such calls as they think fit upon the holders of registered shares in respect of money unpaid thereon, and 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 the payment of each call. If any Shareholder fail to pay any call due from him on the day appointed for payment thereof, he shall be liable to pay interest for the same at the rate of nine per cent. per annum from the day appointed for the payment thereof to the time of actual payment. Any such call may be made payable either in one sum or two or more instalments.

47. 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.

48. 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.

49. Joint-holders of a share shall be severally as well as jointly liable for all instalment and calls in respect thereof.

50. 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 and upon the moneys so paid in advance, or upon so much thereof from time to time and at any time thereafter, as exceeds the amount of the calls then made upon, and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest at such rate as the Shareholder and the Directors may agree upon, not exceeding, however, six per cent. per annum.

BORROWING POWERS.

51. The Directors may from time to time at their discretion borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the moneys so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Twenty-five thousand (Rs. 25,000), only with the sanction of a General Meeting the Board shall be entitled to borrow such further sum or sums and at such rate of interest as such meeting shall determine. A certificate under the hands of one Director and the Secretary or 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.

52. For the purposes of securing the re-payment of any such money so borrowed or raised, or for any other purposes the Directors may create and issue any mortgages, debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights of the Company, both present and future, including uncalled capital or unpaid calls, or by giving, accepting, or endorsing on behalf of the Company any promissory notes or bills of exchange. Any such securities may be issued, either at par or at a premium or discount, and may from time to time be 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.

53. 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 have been issued.

GENERAL MEETINGS.

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

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

56. The General Meetings mentioned in clauses 54 and 55 shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

57. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and shall do so upon a requisition being made in writing by one or more Shareholders holding in the aggregate not less than one-fourth of the issued capital.

58. Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, shall be signed by the Shareholders making the same, 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.

59. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, day, hour of meeting, and, save as hereinafter provided, the objects and business of the meeting shall be given to the Shareholders entitled to be present at such meeting in manner hereinafter mentioned, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

PROCEEDINGS AT GENERAL MEETING.

60. 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 given in the notice or notices upon which the meeting was convened.

61. 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.

62. 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 in person at the commencement of the business five or more Shareholders entitled to vote.

63. 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 requisitions 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.

64. 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 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.

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

66. 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 thereof shall be given.

67. 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.

68. At any meeting every resolution shall be decided by the votes of the Shareholders present in person or by proxy, 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 in writing by at least two members present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to the 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.

69. If a poll be duly demanded, the same shall be taken in such a 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.

70. If at any meeting a poll be demanded by notice in writing, signed by two Shareholders 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 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.

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

72. On a show of hands every Shareholder shall have one vote only. In case of a poll every Shareholder shall have one vote for every share.

73. The guardian of an infant Shareholder, the committee or the 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 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.

74. Votes may be given either personally or by proxy. The instrument appointing a proxy shall be in print or in writing, and shall be under the hand of the appointor. No person shall be appointed a proxy who is not a member of the Company and qualified to vote. Any Shareholder residing in foreign parts may deposit in the office of the Company an instrument of proxy (properly stamped for this purpose) valid for all meetings whatever during such absence and until revocation.

75. The instrument appointing a proxy 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 such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, except that it may be used on the adjournment of the meeting for which it was originally intended to be given, and except that any member absent abroad may deposit an instrument of proxy in the office as provided by clause 74.

76. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the appointment, unless notice in writing of the death or revocation shall have been received at the office of the Company twenty-four hours at least before the meeting.

77. No Shareholder shall be entitled to be present or vote on any question, either personally or by proxy, for another Shareholder at any General Meeting, or upon a poll, or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any shares of such Shareholder.

78. Any instrument appointing a proxy shall be as nearly as circumstances will admit in the following form:—

The Dutch Burgher Union of Ceylon Buildings 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 _____.

Signed in the presence of _____.

79. No objection shall be made to the validity of any vote (whether given personally or by proxy), except at the meeting or poll at which such vote shall be tendered, and every vote (whether given personally or by proxy) 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.

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

81. Every Shareholder not disqualified by the preceding Articles, who has been duly registered for three months previous to the General Meeting, shall be entitled to be present and to speak and vote at all meetings.

PREFERENCE SHARES AND MEETINGS OF CLASSES OF SHAREHOLDERS.

82. Any shares from time to time to be issued or created may from time to time be issued with any such guarantee or any such right of preference, whether in respect of dividend or of repayment of capital or both, or any such other privilege or advantage over any shares previously issued or then about to be issued other than shares issued with a preference or at such a premium, or with such deferred rights as compared with any other shares previously issued or then about to be issued, or subject to any such conditions or provisions, or with any such right of voting, and generally on such terms as the Company may from time to time determine in General Meeting.

83. 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 resolution could have been effected without it.

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

DIRECTORS.

85. Unless otherwise determined by a General Meeting, the number of Directors shall never be less than three or more than five.

86. The qualification of a Director shall be his holding in his own right at least two shares. A first Director may act before acquiring his qualification, but shall in any case acquire the same within three months from his appointment.

87. The first Directors shall be R. G. Anthonisz, I.S.O.; G. S. Schneider, K.C.; L. Maartensz; W. A. S. de Vos; A. Drieberg, who shall hold office till the first Annual General Meeting, any of the said Directors may resign his office prior to the said Annual General Meeting, and such vacancy may be filled up under clause 91 hereof.

88. One or more of the Directors may be appointed by the Directors to act as Managing Director, or Managing Directors of the Company, 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 Managing Director or Managing Directors, and the Directors may delegate to the Managing Director or Managing Directors all or any duties and powers that might devolve on any Manager of the Company.

89. 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.

90. The Board shall have power at any time and from time to time before the first Ordinary Meeting to supply any vacancies in their number arising from death, resignation, or otherwise.

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

92. At the Ordinary General Meeting in the first year and at the Ordinary General Meeting in every subsequent year two of the Directors for the time being shall retire from office as provided in clause 93.

93. The Directors to retire from office at the Ordinary General Meeting in the first year 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, but a Managing Director shall not, while he holds such office, be subject to retire by rotation.

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

95. 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.

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

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

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

99. The office of Director shall be vacated (a) if he accepts or holds any office or place of profit (other than Managing Director, Proctor, 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 by notice in writing to the Company he resigns his office.

100. The Company may by a special resolution remove any Director before the expiration of his period of his office, and may, by an ordinary resolution, appoint another person in his stead, and 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 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 Directors or officer shall be liable for any other Director or officer, or for joining in any receipt or other act of conformity, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his respective 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.

POWERS OF DIRECTORS.

103. The business of the Company shall be managed by the Directors, either by themselves or through the Managing Director, or by an Agent or Agents, Secretary or Secretaries of the Company, in such manner as the Directors 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. The Directors may purchase or take on lease any land or buildings for the purposes of the Company, and may sell, lease, or let any portion thereof, and may enter into any arrangement or contract for building.

104. 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 any Ordinance or these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by 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 regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

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

105. The Directors shall have power to make, and 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, officers, clerks, and 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, officers, clerks, or servants for such reasons as they may think proper and advisable and without assigning any cause.

106. 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 signature as they may appoint to draw, accept, make, endorse, and sign cheques, bills of exchange, and promissory notes, bills of lading, receipts, contracts, and agreements and other documents on behalf and for the purposes of the Company, also proxy or proxies to any proctor or proctors.

107. The Directors shall also have power to appoint an agent or secretary, or agents or secretaries, and to enter into agreements, in connection therewith, also to appoint a proctor or proctors, attorney or attorneys, and whatsoever other officers they may consider necessary to assist in carrying on the business of the Company, and from time to time to revoke such appointments. They shall from time to time determine as they shall see fit the duties of the agent or secretary, or agents or secretaries, and of the managing director and other officers, and may delegate to him or them 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 such agent or secretary, or agents or secretaries, and managing directors or other officers. 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 specially state the extent to which such powers may be used by the person or persons to whom they are so delegated, and the conditions under which they may be so used, and such limitations and conditions shall be an essential part of the powers so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers. The Directors shall have the power to bring or defend any action, prosecution, or other legal proceedings in the name of the Company.

108. The Directors shall exercise in the name and on behalf of the Company all such powers of the Company which are not expressly required to be exercised by the Company in General Meeting.

PROCEEDINGS OF DIRECTORS.

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

110. A Director may, and the Secretary at the request of any Director shall, at any time summon a meeting of Directors.

111. The Board may elect a Chairman and Deputy Chairman of their meeting and determine the period for which they are to hold office, and all meetings of Directors shall be presided over by the Chairman, if one has been elected and is present, or in his absence by the Deputy Chairman, but if the offices of Chairman and Deputy Chairman be vacant, or if at any meeting of Directors the Chairman and Deputy Chairman be not present at the time appointed for holding the meeting then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

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

113. The Board may delegate any of their powers to Committees consisting of such member or members of their Board as they may 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.

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 of any Director or of any member of the Committee, be as valid as if 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.

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

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

117. The Directors shall cause minutes to be made in books to be provided for the purpose of the following matters, *vide licet* :—

- (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 proceedings of all General Meetings.
- (d) Of the proceedings of all meetings of the Directors and of the Committees appointed by the Board.

118. All such minutes shall be signed by the person or one of the persons who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person or one of the persons who shall preside as Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, respectively, and all minutes purporting to have been signed by the 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 of occurrences at the proceedings and other matters purporting to be so recorded and of the regularity of the meeting at which the same appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman.

119. The Directors shall be at liberty to carry on the business of the Company as soon as they shall think fit, notwithstanding the whole capital may not have been subscribed for or taken.

COMMON SEAL.

120. The Directors shall provide a common seal of the Company, and shall provide for the safe custody thereof, and it shall never be used except by the authority of the Directors previously given and in the presence of two Directors at least, who shall sign every instrument to which the seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Directors.

ACCOUNTS.

121. The Directors shall cause true accounts to be kept of the paid up capital for the time being of the Company, 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 position and condition of the Company and the accounts shall be kept in such books and in such a manner as the registered directors of the Company as the Directors think fit.

122. The Directors shall from time to time determine whether and to what extent, and at what times and places and under what conditions and 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 Statutes or authorized by the Directors or by a resolution of the Company in General Meeting.

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

126. The Company may in General Meeting from time to time declare a dividend to be paid to the Shareholders in proportion to their shares, but no dividend shall be payable except out of nett profits. No larger dividend shall be declared than is recommended by the Directors. The Company in General Meeting, may, however declare a small dividend.

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

128. Previously to the Directors recommending any dividend they may set aside out of the profits of the Company such a sum as they think proper as reserve fund, and shall invest the same in such securities as they shall think fit, or place the same in fixed deposit in any bank or banks.

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

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

131. No Shareholder shall be entitled to receive payment of any dividend in respect of his share or shares while 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.

132. The Directors may deduct from the dividend 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.

133. Notice of all interest or dividends to become payable shall be given to each Shareholder entitled to the same, and all interests or dividends unclaimed by any Shareholder for three years, after notice thereof is given, may 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.

134. The Company shall not be responsible for the loss of any cheque, dividend warrant, or post office order which shall be sent by post in respect of dividends.

135. 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.

136. The accounts of the Company shall, once at least in every year, be examined and the correctness of the balance sheet ascertained by one or more Auditor or Auditors.

137. The number of Auditors, the person or persons to fill the office of Auditor or Auditors, and the remuneration of the Auditor or Auditors, and his or their term of office, may from time to time be determined and varied by the Company in General Meeting.

138. Subject to the last Article, the Directors may appoint the first Auditor or Auditors to audit the accounts of the Company until the first Ordinary General Meeting, when he or they shall retire, but shall be eligible for re-election and the Directors may fix his or their remuneration.

139. The Auditor or Auditors for the time being shall retire at the first Ordinary General Meeting in every year but shall be eligible for re-election. If on the retirement of an Auditor as aforesaid no person shall be appointed successor by the Ordinary General Meeting at which his retirement shall take place, he shall be considered as re-elected for another year, although no resolution to that effect shall be passed or proposed. If any casual vacancy should occur in the office of Auditor the Directors shall forthwith fill up the same.

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

141. All accounts, books, and documents whatsoever of the Company shall at all times be open to the Auditors for the purpose of audit.

NOTICES.

142. Notices from the Company may be authenticated by the signature (printed or written) of the Agent, Secretary, Agents or Secretaries, or other persons appointed by the Board to do so.

143. 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.

144. A notice may be served by the Company upon any Shareholder, either personally or by sending 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 and until his executors or administrators shall have given to the Directors, or to the Agent, Secretary, or Agents or Secretaries of the Company their own or some other address.

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

146. 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 his 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; 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.

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

122. The Agent or Secretary or the Agents or Secretaries for the time being, or if there be no Agent or Secretary or 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.

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

139. Before recommending any dividend or bonus, the Directors shall set aside out of the profits of the Company such sums as shall be required to meet the payments referred to in Article 4 of the agreement referred to in clause 4 of these Articles, and may further set aside out of the profits of the Company such sums as they think fit, and may invest the several sums so set aside upon such investments as they may think fit, for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the proper as a reserve fund to meet contingencies or for special dividends or for equalizing dividends or for repairing, improving, and maintaining any of the property of the Company or for repayment of mortgages or and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the Company and that without being bound to keep the same separate from their other assets.

140. The Directors shall from time to time make the payments referred to in article 4 aforesaid; and may also from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for equalizing dividends, or for working the business of the Company, or for repairing, improving, maintaining, or extending of the any property or plant of the Company or any part thereof, or for the redemption of mortgages, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient.

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

142. No Shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares 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.

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

157. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributors 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 contributors 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, 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 special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration, as in the sub-section (6) of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance 2 of 1889 shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted shall be deemed to be part and parcel of these present Articles.

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

WINIFRED M. STILL.
JOHN STILL.
G. C. BLISS.

Witness to the above three signatures, at Kandy, this 6th day of September, 1920 :

F. LIESCHING,
Proctor and Notary.

NIGEL I. LEE.
W. R. SIRISENE.
D. PERERA.
C. GOONEWARDENE.

Witness to the above four signatures, at Kandy, this 16th day of September, 1920 :

F. LIESCHING,
Proctor and Notary.

[First Publication.]

MEMORANDUM OF ASSOCIATION OF THE ANDANGODDE TEA AND RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE ANDANGODDE TEA AND RUBBER COMPANY, LIMITED."
2. The registered office of the Company will be situated in Colombo.
3. The objects for which the Company is established are—
 - (a) To purchase and acquire the Andangodde and Oolopane Estates, situated near Nawalapitiya in the Central Province of the Island of Ceylon.
 - (b) To carry on the businesses of owners, occupiers, and cultivators of land in Ceylon or elsewhere, and particularly planters, growers, and cultivators of, and dealers in, tea, coffee, pepper, rice, cocoa, India rubber, gutta percha, balata, and other gums; coconuts, sugar, tobacco, cardamoms, camphor, aloes, cinchona, vegetable oils, and other plants, trees, crops, and natural products of any kind or otherwise, cultivate any land of the Company, and to purchase or otherwise acquire land under cultivation or fit for cultivation or forest or waste land or any estate or interest therein.
 - (c) 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, or deposits, or products, and generally to carry on the business of mining, in all branches.
 - (d) To build, make, construct, equip, maintain, alter, and work manufactories, mills, buildings, erections, roads, tramways, carts, waggons, ships, boats, barges, and other works, matters, and things of any kind.
 - (e) To acquire by grant, purchase, license, or otherwise, patents, or patent rights, or other rights, privileges, or concessions of any kind, and to work, exercise, grant licenses for the use of or otherwise dispose of or deal with the same.
 - (f) To carry on the business of merchants, exporters, importers, warehousemen, consignees, purchasing, selling or shipping, forwarding, or financial agents, and to act as agents for the management of or as Receiver or Manager of any estate, property, or undertaking, and to transact any other agency business of any kind.
 - (g) Generally to purchase, take on lease, hire, or otherwise acquire, any real or personal property, rights, or privileges suitable for the purposes of the Company as hereinbefore defined.
 - (h) To acquire by purchase or otherwise and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on or in the case of a company formed to carry on any business which this Company is authorized to carry on.
 - (i) To sell, let, lease, exchange, part with, transfer, deliver, charge, mortgage, or otherwise howsoever dispose of or deal with the undertaking, lands, and real and personal estate or property, and assets of any kind of the Company, or any part thereof.
 - (j) To accept in payment or as the consideration for any property sold or otherwise disposed of or as remuneration for any service rendered, or to purchase, subscribe for, or otherwise acquire, hold, and deal in, and to underwrite or give any guarantee with regard to the stocks, shares, or obligations of any other company in the United Kingdom, India, or elsewhere, and upon a distribution of assets or division of profits to distribute any stock, shares, or obligations among the members in lieu of cash, and to allow any shares belonging to the Company to be registered in the name or names of a nominee or trustee, nominees or trustees.
 - (k) To borrow or raise money for any purpose of the Company and for the purpose of securing the same and any interest or bonus thereon, or for any other purpose to mortgage or charge the undertaking, or all or any part of the property, rights, or business present or to be afterwards acquired of the Company, including uncalled capital, and to create, issue, make, draw, accept, and negotiate perpetual or redeemable debentures or debenture stock or other obligations, bills of exchange, promissory notes, or other negotiable instruments.
 - (l) To lend money upon any or without any security.
 - (m) To promote and form any company to take over any property or business of this Company, or enter into with this Company, any partnership, joint adventure, or working arrangement, or to assist this Company in any way, with power to subscribe for, take, or underwrite, or give any guarantee with regard to the shares or obligations of any Company so formed.

- (n) To pay out of the funds of the Company all expenses of or incident to the formation and registration of the Company or of any company which may be formed under the powers hereinbefore contained, or of or incident to the issue of any capital of the Company or of any company so to be formed as aforesaid, including brokerage and commissions for taking, underwriting, obtaining applications for or placing shares or obligations, and the remuneration of any person who may have assisted in the organization of the Company or in negotiating the agreements hereinbefore referred to or any of them.
- (o) To pay interest on capital during the construction of any works subject to the provisions of the Companies Acts.
- (p) 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.
- (q) To do all or any of such things in any part of the world and either as principals, agents, contractors, trustees, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.
- (r) To do all such other things as may be incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the members is limited.
5. The capital of the Company is Rs. 500,000 divided into 50,000 shares of Rs. 10 each, with power from time to time to increase or reduce such capital, any existing shares, and any new shares from time to time to be created, may be issued at a premium, or (so far as the law for the time being in force may permit) at a discount, or consolidated or subdivided into shares of larger or smaller amount, or converted into shares of different classes with any such guarantee, preference, or other special privilege or advantage over shares previously, simultaneously, or to be thereafter issued as may be determined by the Company.
6. Whenever the capital by reason of the issue of preference shares or otherwise is divided into different classes of shares, all or any of the rights, privileges, priorities, and preferences attached to each class may be varied, modified, commuted, affected, or abrogated in such manner as may for the time being be required by law.

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 numbers of shares in the capital of the Company set opposite our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
W. V. HUTTON, Nawalapitiya	One
Witness to the above signature, at Colombo, this 13th day of September, 1920 :	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
J. G. MOORE, Colombo	One
F. H. LAYARD, Colombo	One
E. R. WILLIAMS, Colombo	One
Witness to the three above signatures, at Colombo, this 14th day of September, 1920 :	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
F. W. TRELOAR, Colombo	One
J. OVERTON, Colombo	One
W. E. KEELL, Colombo	One
Witness to the three above signatures, at Colombo, this 17th day of September, 1920 :	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
Total Shares taken ..	<u>Seven</u>

ARTICLES OF ASSOCIATION OF THE ANDANGODDE TEA AND RUBBER COMPANY, LIMITED

1. The regulations contained in Table C in "The Joint Stock Companies Ordinance, 1861" shall not apply to the Company except so far as the same are repeated or contained in these presents.
- 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 in these Articles or not.

INTERPRETATION.

2. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

Words.	Meanings.
The Ordinance ..	"The Joint Stock Companies Ordinance, 1861," and every other Ordinance for the time being in force concerning Joint Stock Companies and affecting the Company.
These Presents ..	These Articles of Association and the regulations of the Company from time to time in force.
Office ..	The registered office for the time being of the Company.
Register ..	The Register of Members to be kept pursuant to the provisions of the Joint Stock Companies Ordinances.
Board ..	The Directors for the time being of the Company.
Seal ..	The common seal of the Company.
Capital ..	The capital specified in the Memorandum of Association of the Company and capital raised by the creation of new shares.
Month ..	Calendar month.
Holder ..	Shareholder.

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

Dividend shall include bonus.

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

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

BUSINESS.

3. The business of the Company shall be carried on and conducted up to the time of the First Ordinary General Meeting by the Provisional Directors hereinafter appointed and after the date of the said First Ordinary General Meeting by the Directors at the said Meeting appointed and by the duly appointed successors of such Directors as hereinafter provided and the said Provisional Directors shall proceed to carry out the objects for which the Company is established and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and if the whole of the shares shall not have been subscribed, applied for, or allotted as soon as in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for, and 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, but none of the funds of the Company shall be employed in the purchase or lent on shares of the Company.

CAPITAL.

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

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

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

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

SHARES.

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

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

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

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

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

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

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

14. Shares may be registered in the names of two or more persons jointly, and the certificate or certificates for the same delivered to any one of the joint-holders on behalf of himself and all the other owners.

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

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

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

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

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

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

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

21a. It shall be lawful for the Company to 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 rate of such commission shall not exceed two and a half per cent. of the amount of the shares so subscribed or agreed to be subscribed or the shares the subscriptions for which are so procured or agreed to be procured, and any such commission may be satisfied whether wholly or in part by the issue of fully paid shares in the Company.

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 or 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 such Shareholder shall pay the amount of every call so made to the persons and at the time and place appointed by the Directors.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

37. If any person who shall become entitled to be registered in respect of any share under clause 36, shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share; or if in the case of the death of any Shareholder, no person shall, within twelve

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

42. The surrender or forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share and the proceeds hereof, 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 effected 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.

ALTERATION OF CAPITAL AND PREFERENCE SHARES AND CONVERSION OF SHARES INTO STOCK.

50. The Company by resolution in General Meeting may from time to time increase its capital by the creation of new shares to such an extent and of such nominal amounts as may by such resolution be determined.

51. The new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto as the Company, or in default the Board, shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends, and in the distribution of the assets of the Company and with a special or without any right of voting.

52. The Company or the Board may, before the issue of any new shares, determine that the same or any of them shall be offered in the first instance, and either at par or at a premium, to all the then members or any class or group thereof in proportion to the amount of capital held by them or make any other provisions as to the issue and allotment of the new shares, but in default of any such determination, or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer, and transmission, forfeiture, lien, and otherwise.

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

that the unpaid and callable capital shall be increased by the like amount, and the Company may also by special resolution subdivide or by ordinary resolution consolidate its shares or any of them.

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

Stock.

55. The Company in General Meeting may convert any paid up shares into stock.

56. When any shares have been converted into stock, the several holders of such stock may thenceforth transfer their respective interests therein, or any part of such interests, in the same manner and subject to the same regulations as and subject to which shares in the Company's capital may be transferred, or as near thereto as circumstances will admit. But the Board may from time to time, if they think fit, fix the minimum amount of stock transferable, and direct that fractions of a Rupee shall not be dealt with, power, nevertheless, at their discretion to waive such rules in any particular case.

The stock shall confer on the holders thereof respectively the same privileges and advantages as regards participation in profits and voting at Meetings of the Company, and for other purposes as would have been conferred by shares of equal amount in the original capital of the Company, but so that none of such privileges or advantages, except the participation in profits of the Company, shall be conferred by any such aliquot part of consolidated stock as would not, if existing in shares, have conferred such privileges or advantages. And, save as aforesaid, all the provisions herein contained shall, so far as circumstances will admit, apply to stock as well as to shares. No such conversion shall effect or prejudice any preference or other privilege. The Company may at any time reconvert any stock into paid up shares of any denomination.

BORROWING POWERS.

57. 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 purpose of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting exceed Rupees Fifty thousand (Rs. 50,000), but the Directors shall not have power to mortgage or hypothecate any of the property of the Company as security for the repayment of such sum or sums of money without the sanction of a General Meeting.

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

59. 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. 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.

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

GENERAL MEETINGS.

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

62. Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meetings, 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.

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

64. 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.

65. 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.

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

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

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

69. 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.

70. 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.

71. 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.

72. 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.

73. 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 Director be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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

75. 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.

76. 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 proceeding and of the proper election of the Chairman.

VOTING AT MEETING.

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

78. If at any meeting a poll be demanded by some Shareholder present at the meeting and entitled to vote 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.

79. 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.

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

81. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him up to ten (10) shares and one vote for every further ten shares.

82. 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.

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

84. 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.

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

86. 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.

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

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

The Andangodde Tea and Rubber Company, Limited.

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

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

88. 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.

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

DIRECTORS.

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

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

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

92. The Provisional Directors shall be Frederick James Hawkes, Harry Creasy, and William Vincent Hutton, who shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

93a. In the event of any Director dying or becoming incapacitated by absence from Ceylon or by illness for a period of three consecutive months or otherwise disqualified as herein provided in these Articles of Association, the surviving or remaining Directors may appoint another Director in place of such dead or incapacitated Director, who shall hold office until the next ensuing General Meeting convened for the annual election of Directors.

ROTATION OF DIRECTORS.

94. 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 95.

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

96. 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.

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

98. 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.

99. 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.

100. 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.

101. 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.

102. 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.

103. 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.

104. 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.

105. 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.

106. The office of the Director shall be vacated—

(a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.

(b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.

(c) If by reason of mental or bodily infirmity he becomes incapable of acting for a period of three consecutive months.

(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.

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

108. 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 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.

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

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

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

111. 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.

112. 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.

113. 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.

114. 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.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the award.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or Company for the time being, residing or carrying on business in Ceylon, or elsewhere, all or any of the powers or functions given to or exercisable by the Directors, and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Director 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.
- (g) The Board may, if they think proper, ratify any act or thing executed or done by any disqualified officer of the Company, or any improperly constituted Board, or any unauthorized person purporting to act on their behalf or on behalf of the Company, and on such act or thing being so ratified, the same shall have the same force and effect as if such act or thing had been originally executed or done by the Board properly appointed and acting in due form.

PROCEEDINGS OF DIRECTORS.

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

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

118. 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.

119. 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.

120. 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.

121. 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.

122. 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.

123. 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.

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

- (1) Of all appointments of (a) officers and (b) committees made by the Directors.
- (2) Of the name of 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 and committees appointed by the Board.

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

ACCOUNTS.

126. The Agents 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

133. 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.

134. 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.

135. 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.

136. 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.

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

138. 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.

139. 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.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

141. 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.

142. 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.

143. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund and may invest the same in such securities as they may select, or place the same in fixed deposit in any bank or banks and may from time to time deal with and vary such investments and apply such reserve fund, or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing dividends or for working the business of the Company or for repairing or maintaining or extending the buildings and premises of the Company or for the repair or renewal or extension of the property or plant of the Company or any part thereof or for any other purpose 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.

144. 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 the 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.

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

146. 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.

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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.

153. 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.

154. 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.

155. 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 his 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.

156. 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.

157. 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.

158. 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.

159. 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.

160. 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 trust for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing Company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing Company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance 2 of 1889 shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the afore-written Companies (Consolidation) Act and the said section 192, save as herein excepted, shall be deemed to be part and parcel of the these present Articles.

INDEMNITY AND RESPONSIBILITY.

161. Every Director, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors, out of the funds of the Company, to pay all costs, losses, and expenses which any such officer or servant may incur or become liable to, by reason of any contract entered into or act or deed done by him as such officer or servant, or in any way in the discharge of his duties, including travelling expenses.

162. No Director or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

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

Witness to the above signature, at Colombo, this 13th day of September, 1920 :

W. V. HUTTON,
V. A. JULIUS,
Proctor, Supreme Court, Colombo.
J. G. MOORE.
F. H. LAYARD.
E. R. WILLIAMS.

Witness to the above three signatures, at Colombo, this 14th day of September, 1920 :

V. A. JULIUS,
Proctor, Supreme Court, Colombo.
F. W. TRELOAR.
J. OVINGTON.
W. E. KEELL,

Witness to the above three signatures, at Colombo, this 17th day of September, 1920 :

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

The Hathawe Rubber Company, Limited.

NOTICE is hereby given that the Eleventh Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Saturday, October 16, 1920, at 12 noon.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended June 30, 1920.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business duly brought before the Meeting.

By order of the Directors,

WHITTALL & Co.,

Colombo, October 8, 1920. Agents and Secretaries.

The Clunes Estates Company of Ceylon, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Thursday, October 21, 1920, at 11.30 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended June 30, 1920.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business duly brought before the Meeting.

By order of the Directors,

WHITTALL & Co.,

Colombo, October 8, 1920. Agents and Secretaries.

The Ullswater Rubber Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at the registered office, Lloyd's buildings, No. 7, Prince street, Fort, Colombo, on Saturday, October 16, 1920, at 11.30 in the forenoon.

Business.

To authorize the Board to borrow Rs. 35,000 at a rate of interest not exceeding 8 per cent. per annum in addition to the amount permitted by the Articles of Association.

By order of the Directors,

AITKEN, SPENCE & Co.,

Colombo, October 4, 1920. Agents and Secretaries.

The Clifton Rubber Company, Limited.

Notice to Holders of Mortgage Debentures.

NOTICE is hereby given that at the drawing of debentures which took place at the registered offices of the Company, Cannon building, Main street, Colombo, at 12 noon, on Thursday, September 30, 1920, for the purpose of determining which of the 500 mortgage debentures of Rs. 100 each were to be redeemed by the Company, the following are the numbers of the said debentures which were drawn for redemption, and it was determined that the debentures bearing the said numbers be redeemed accordingly.

The said drawing was made in the presence of Messrs. F. H. Layard, a Director of the Company, F. W. Treloar, representing Agents and Secretaries, and Mr. P. G. Cooke, Notary Public:—

36, 10, 5, 3, 72, 6, 64, 31, 66, 11, 41, 44, 61, 94, 103, 93, 139, 138, 130, 104, 137, 109, 106, 182, 101, 153, 143, 154, 161, 124, 134, 141, 97, 217, 233, 195, 215, 232, 231, 230, 208, 264, 265, 234, 206, 237, 213, 277, 194, 235, 220, 486, 477, 483, 452, 442, 440, 453, 491, 496, 454, 349, 394, 341, 434, 444, 406, 364, 393, 400, 373, 355, 417, 385, 430, 374, 388, 425, 379, 432, 347, 369, 304, 326, 312, 290, 327, 299, 309, 294, 310, 307, 337, 319, 331, 336, 335, 333, 320, 292.

By order of the Directors,

GORDON FRAZER & Co., LTD.,

Colomb, October 8, 1920. Agents and Secretaries.

Auction Sale of a Valuable Coconut Estate in the Kurunegala District.

In the District Court of Colombo.

O. A. O. M. R. M. Palaniappa Chetty of Sea street, Colombo, Plaintiff.

Vs.

Meera Lebbe Marikar Zainudeen of New Moor street, Colombo, Defendant.

UNDER and by virtue of decree entered in this case and commission issued to me, I shall put up for sale by public auction on Tuesday, November 2, 1920, at 4.30 P.M., at my office, No. 4, Baillie street, Fort, Colombo.

All that estate and plantation called and known as Palthava estate, planted with coconuts, situate in the villages Bohingomuwa, Galakumbura, Yakarawatta, and Lepolagama, in the Yatikaha korale of the Katugampola hatpattu, in the District of Kurunegala, North-Western Province, comprising 27 allotments of land, and containing in extent about 296 acres more or less.

For further particulars apply to Messrs. T. D. & E. L. Mack, Proctors and Notaries, 121, Hulftsdorp, or to me—

A. Y. DANIEL,

4, Baillie street, Fort, Colombo. of A. Y. DANIEL & SON.

Auction Sale.

Valuable Property at Dalugama facing Kandy High Road, under the Partition Ordinance, D. C. Colombo, No. 713/1920.

(Near 6½ Milepost on Kandy Road.)

BY virtue of the commission issued to me in the above case on July 15, 1920, I shall sell by public auction on Saturday, November 20, 1920, at 4.30 P.M., at the spot, all the seven allotment of land now forming one property, situated in the village Dalugama in Adikari pattu of Siyane korale, in the District of Colombo, said to contain 5 acres 3 roods and 31 perches. The sale will first take place among the co-owners at the upset price at which the said premises have been valued, and if not bidden for or purchased by any of them at such sale, the same will immediately thereafter be put up for sale to the highest bidder among the public.

R. G. KOELMAN,

of JENSEN & Co., Commissioner and Auctioneer.

Canal row, Fort.

Phone No. 733.

Auction Sale under Mortgage Decree.

Valuable Property at Rodney Street, Welikada, Maradana.

UNDER decree in case No. 324, 1920, D. C. of Colombo, and by virtue of the commission issued to me thereunder for the recovery of the amount therein stated, I shall sell by public auction, at the spot, on Friday, October 29, 1920, at 4.30 P.M. :—

That valuable allotment of land and buildings standing thereon bearing assessment Nos. 6 and 2, situated at Rodney street in Welikada, Maradana, within the Municipality of Colombo; containing in extent 2 roods 38 62/100 square perches.

R. G. KOELMAN,

of JENSEN & Co., Auctioneers and Brokers.

Canal Row, Fort.

Phone No. 733.

Auction Sale of a Valuable Rubber Property of about 11 acres, situated at Aturuwela in Giriulla.

(Under Mortgage Decree, D. C. Colombo, 51,216.)

L. Don Victor, Plaintiff.

Vs.

- (1) E. H. Salgado, (2) N. L. Abdul Rahim, Defendants.
(3) S. Vadu Velu, Additional Defendant.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction, on Saturday, October 30, 1920, at 4 P.M., at the spot, the following properties, to wit:—

All of which four allotments of land now forming one land called Kandepaulahena alias Kolamunihena, Kandahena, Hapugahamulahena; containing in extent 8 acres 2 roods

2. All that allotment of land No. 8½ J of B. S. P. P. No. 595 called and known as Peragolhena, situated at Aturuwela; containing in extent 1 acre, 3 roods and 24 perches.

3. All that allotment of land No. 8½ Z of B. S. P. P. No. 595 called and known as Muruthagahamullakendehena, situated at Aturuwela aforesaid; containing in extent about 1 laha kurakkan sowing or 2 roods and 13 perches.

For further particulars apply to Messrs. Wilson & Kadirgamar, Proctors and Notaries, No. 87, Dam street, Colombo.

Auction Rooms,
41, Darley road.

R. C. HEYZER,
Auctioneer and Broker.

Auction Sale.

In the District Court of Colombo.

UNDER instructions from the assignee and with the leave of the court obtained in insolvency case No. 2,932 D. C. Colombo, I shall put up for sale by public auction on October 23, 1920, at 4 P.M., at the office, No. 98, Dam street, Colombo, the following properties, to wit:—

1. The land called Periakarukuttamwela, situate at Alutgama badde in Alutgama; containing in extent 2 acres more or less.

2. The thatched house or the building standing on the land called Gulugahawatta, 8½ yards × 6½ yards, situate at Panadure pattiya in the District of Kalutara.

3. Pasana Marikar's field, situate at Alutgama badde, Alutwidiya in the District of Kalutara; containing in extent about 2 acres and plantation on undivided ½ share.

4. The mortgage bond No. 1,852 dated March 14, 1916, and attested by D. T. Senanayake, Notary Public.

54, Belmont street,
Colombo, October 1, 1920.

H. M. PEIRIS,
Auctioneer and Broker.

Auction Sale of Valuable Lands and Fields situated in the Village Uduwewala, in the District of Kegalla.

Under Mortgage Decree.

In the District Court of Colombo.

Sir S. C. Obeyesekere of Colombo, administrator *de bonis* of the intestate estate of the late Dr. William Peris Plaintiff.
No. 1,278/1920. Vs.

P. H. de Kretser, official administrator of the intestate estate of the late James Robert Molligoda ... Defendant.

BY virtue of the commission issued to me in the above case, I shall sell by public auction on Tuesday, November 2, 1920, commencing at 4 P.M., at the land called Mutuwelatenhena, situated in the village Uduwewala in Egoda pattu of Galboda korale in Four Korales, in the District of Kegalla, the following properties, to wit:—

(1) All that allotment of land called Mutuwelatenhena, situated in the village Uduwewala in Egoda pattu of Galboda korale in Four Korales, in the District of Kegalla; containing about 7 amunams of paddy sowing extent.

(2) All those undivided 10/12 parts of Godamadehena, situated in the aforesaid village; containing about 6 pelas of paddy sowing extent.

(3) All those undivided 10/12 parts of Magamma-mukalana, situated in the aforesaid village; containing about 1 amunam of paddy sowing extent.

(4) All that allotment of land called Magamma-mukalana, situated in the aforesaid village, in extent about 4 perches.

(5) All that field called Magamma-kumbura, situated in the aforesaid village; containing 6 lahas of paddy sowing extent.

(6) All that allotment of land Magamma-mukalana, situated in the aforesaid village; in extent 1 rood and 38 perches.

(7) All that undivided ½ part of Harankahawehena *alias* Gedaragawehena, situated in the aforesaid village; containing 2 pelas of paddy sowing extent.

For further particulars apply to Messrs. D. & L. F. de Saram, Proctors and Notaries, Colombo, or to—

H. D. JOHN PEIRIS,
No. 8, Hultsdorf street, Colombo. Auctioneer and Broker.

Auction Sale of Property at Dematagoda, Colombo.

Under Mortgage Decree.

BY virtue of the commission issued to me in case No. 870 of 1920, D. C., Colombo, I shall sell by public auction on Saturday, October 30, 1920, at 4.30 P.M., at the spot,

An undivided four-fifths shares of all that two-fourths shares of the land called Madatiyagahawatta *alias* Keta-Nagahawatta, and of the buildings standing thereon, situated at Dematagoda in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; which said two-fourths shares of land is bounded on the north by the garden of Harmanis Vedarala *alias* Kurundu-watta, on the east by the garden of Peter Singho, on the south by the garden of Harmanis Vedarala and Kurundu-watta, and on the west by the other portion of the same land; containing in extent 31 42/100 square perches, and all rights, title, interest, claim, and demand whatsoever thereto belonging.

For further particulars please apply to Messrs. Rajaratnam & Herft, Proctors, &c., Dam street, Colombo.

D. P. TAMPOE,
Auctioneer.

Auction Sale.

In the District Court of Negombo.

Rawanna Mana Nawanna Narayanan Chetty of Negombo Plaintiff.

No. 14,377.

Vs.

Wanakulasuriya Ana Maria Peiris of Palagaturai, Negombo Defendant.

UNDER decree in the above case and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 1,665.30, with interest and costs of suit, I shall sell by public auction at the respective spots, on Thursday, October 28, 1920, the under-mentioned properties mortgaged by mortgage bond No. 372 dated January 19, 1916, and attested by P. D. F. de Croos, Notary Public to wit:—

At 4 P.M.

1. All that allotment of land called Thalghawatta, situate at Palagaturai in Dunagaha pattuwa of the Alutkuru korale in the District of Negombo; in extent about 1 rood and 34 perches as a primary mortgage.

At 4.15 P.M.

2. The portion of land called Thalghawatta *alias* Panamaraththadi tottam, situate at Palagaturai aforesaid; in extent about 1 rood and 19 perches as a primary mortgage. For further particulars apply to P. D. F. de Croos, Esq., Proctor and Notary, Negombo, or to me—

K. L. PEREIRA,
Negombo, October 5, 1920. Auctioneer.

Auction Sale under Partition Decree.

BY virtue of the commission issued to me in case No. 14,151 of the District Court of Negombo, I shall sell by public auction on Friday, October 22, 1920, at the spot, at 4 P.M.,

The land called Thelkekeuna *alias* Gorakagahawatta, situate at Kaluairippua in Dunagaha pattu of Alutkuru korale, Negombo District; containing in extent 1 acre 3 roods and 15½ perches.

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

C. RAJARATNAM,
Negombo, October 2, 1920. Auctioneer.

Auction Sale of Properties at Nainamadama and Kammariya, in the District of Chilaw.

UNDER decree in case No. 14,232 of the District Court of Negombo, entered in favour of the plaintiff, Kana Nana Kana Rawanna Mana Kana Kannappa Chetty of

Negombo, against the defendants, Mutunawa Gonnage Veronica, Fernando and husband Warnakulasuriya Delivalage Pedro Costa, both of Nainamadama, and by virtue of the order to sell issued to me thereunder for the recovery of the claim, interest, and costs therein appearing, I shall sell the under-mentioned properties mortgaged by bond No. 2,889 dated June 9, 1919, attested by D. L. E. Amarasingha, Notary, by public auction, at the respective spots, on Friday, October 29, 1920, to wit:—

At 3 P.M.

1. All those divided $\frac{2}{3}$ share of the allotment of land called Divulgahawatta, situated at Nainamadama, in Kammal pattu of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent 1 acre more or less, with the buildings standing thereon.

At 4 P.M.

2. The undivided $\frac{1}{2}$ share of the land called Daminnagahawatupanguwa and of the buildings standing thereon, situated at Katuneriya, in Kammal pattu of Pitigal korale aforesaid; containing in extent 3 roods more or less.

At 4.30 P.M.

3. From and out of all that divided allotment of land called Kohombagahawatta, situated at Katuneriya aforesaid; containing in extent $1\frac{1}{2}$ acre more or less, excluding the undivided extent of 15 coconut trees plantable ground, together with the soil and trees thereon towards the north-west, the undivided $\frac{1}{2}$ share of the remaining undivided land and of the buildings standing thereon.

Further particulars from Messrs. Amarasinghe & Rana-singhe, Proctors and Notaries, Negombo, or from—

M. P. KURERA,
Auctioneer.

Negombo, September 29, 1920.

Auction Sale of Properties at Kirimetiya, in the District of Chilaw.

UNDER decree in case No. 13,575 of the District Court of Negombo, entered in favour of the plaintiff Seena Ana Rona Silambarem Chetty of Negombo, against the defendant Adasinghe Pandara Francis Jayamaha of Kirimetiya, and by virtue of the order to sell issued to me thereunder for the recovery of the sum of Rs. 5,457.50, with interest thereon at 9 per cent. per annum from June 11, 1919, till payment in full, and costs of suit, less the sum of Rs. 1,000 that has been recovered, I shall sell the under-mentioned properties mortgaged by bond No. 447, dated May 14, 1917, attested by Tudor Ranasingha, Notary, by public auction, at the respective spots, on Wednesday, November 3, 1920, commencing at 2 P.M.:—

1. An undivided $\frac{1}{2}$ share of the field called Kahatagahakumbura, depicted as lot R 80, situated at Kirimetiya, in Otara palata of Pitigal korale, in the District of Chilaw, North-Western Province, containing in extent 2 acres 1 rood and 33 perches.

2. An undivided $\frac{1}{2}$ share of the field called Divulgahakumbura, depicted as lot A 69, situated at Kirimetiya aforesaid, containing in extent 2 acres 2 roods and 6 perches.

3. An undivided $\frac{1}{2}$ share of the land bearing No. 2192, now converted into a field called Gorakagahakumbura, situated at Kirimetiya aforesaid, containing in extent 3 acres 2 roods and 14 perches.

4. All that allotment of land called Dewalegodella, situated at Kirimetiya aforesaid, containing in extent 1 acre 2 roods and 20 perches.

5. An undivided $\frac{1}{2}$ share of all that allotment of land bearing No. 2,235, depicted in plan No. 123,785, situated at Kirimetiya aforesaid, containing in extent 8 acres 2 roods and 9 perches.

6. An undivided $\frac{1}{2}$ share with all the buildings thereon from the southern side of all that land called Thalghahakumbura, depicted in plan No. 8,400, situated at Kirimetiya aforesaid, containing in extent 2 acres 1 rood and 33 perches.

7. An undivided $\frac{1}{2}$ share of lots marked T and W and bearing No. 80 forming one land, situated at Kirimetiya aforesaid, containing in extent 2 acres and 16 perches.

8. All that allotment of land called Borawalegodella bearing No. 9,391, situated at Kirimetiya aforesaid, containing in extent 1 acre 3 roods and 1 perch.

9. All that land called Kahatagahawatta, situated at Kirimetiya aforesaid, containing in extent 2 acres 2 roods and 21 perches.

10. The undivided $\frac{6}{8}$ shares of all that field called Bakmigahakumbura, situated at Kirimetiya aforesaid, containing in extent 1 acre and 1 rood.

11. An undivided $\frac{1}{2}$ share of the field called Meegahakumbura, situated at Kirimetiya aforesaid, containing in extent about 6 parras of paddy sowing ground.

12. From and out of all that allotment of land called Palugahahena divided into two by a cart road running through it from east to west, situated at Kirimetiya aforesaid, containing in extent 2 acres and 1 rood more or less, the undivided portion, in extent 10 yards in length and 10 yards in breadth, lying adjoining the cart road and the eastern boundary out of the portion lying to the south of the said road.

13. The undivided $\frac{1}{2}$ share of the field called Meegahakumbura, situated at Kirimetiya aforesaid, containing in extent about $7\frac{1}{2}$ parras of paddy sowing ground.

14. The undivided $\frac{2}{3}$ shares, with the buildings standing thereon of the land called Ketakellagahawatta, situated at Kirimetiya aforesaid, containing in extent 4 acres and 2 roods.

Further particulars from D. Jno. S. Goonewardena, Esq., Proctor, Negombo, or from—

M. P. KURERA,
Auctioneer.

Negombo, October 5, 1920.

Auction Sale of Valuable Properties at 1st and 2nd Divisions, Bolawalana, within the Gravets of Negombo, and Dandugama and Tudella in the District of Colombo.

UNDER decree in case No. 13,829 of the District Court of Negombo, entered in favour of the plaintiff Suna Pana Rawanna Mana Suppramaniam Chetty of Negombo, against the defendants (1) H. Don Gregory Emmanuel, surveyor of Negombo, executor of the last will and testament of H. Don John Appuhamy, deceased, and (2) Don Davith Wijesinghe of 2nd Division, Bolawalana, and by virtue of the order to sell issued to me thereunder for the recovery of the sum of Rs. 2,346, with interest on Rs. 1,700 at 24 per cent. per annum from August 20, 1919, to December 10, 1919, and thereafter at 9 per cent. per annum on the aggregate amount of the decree, till payment in full, and costs of suit, I shall sell the under-mentioned properties, mortgaged by bond No. 11,706 dated November 19, 1915, and attested by T. H. de Silva, Notary, as primary mortgage, by public auction, at the respective spots, on Saturday, October 30, 1920:—

At 10 A.M.

1. The portion of the field called Ambagahakumbura, situate at 1st Division, Bolawalana, within the Gravets of Negombo, in the District of Negombo, Western Province, in extent 1 rood and 36 perches, with all the appurtenances thereof.

At 10.30 A.M.

2. The land Divulgahawatta, situate at 2nd Division, Bolawalana aforesaid; in extent about 1 acre or 2 acres, of this land the undivided $\frac{5}{7}$ shares, with the buildings thereon.

At 10.45 A.M.

3. The field Vaththiyaragekumbura, situate at 2nd Division, Bolawalana aforesaid; in extent about 3 parras of paddy sowing ground, of this field the undivided $\frac{3}{7}$ shares.

At 3 P.M.

4. The portion of Medugahawatta, situate at Dandugama, in Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; in extent about 3 roods, of this land the undivided $\frac{1}{14}$ share and tiled house standing thereon.

At 4 P.M.

5. The portion of owita ground, situate at Tudella, in Ragam pattu aforesaid; in extent about 5 acres, of this land the undivided $\frac{1}{2}$ share, with the buildings thereon.

Further particulars from Messrs. Amarasinghe & Rana-singhe, Proctors and Notaries of Negombo, or from—

M. P. KURERA,
Auctioneer.

Negombo, October 6, 1920.

Auction Sale of Properties at Marawila, in the District of Chilaw.

UNDER decree in case No. 13,996 of the District Court of Negombo entered in favour of the plaintiff Suna Para Khana Nana Suna Suppiah Pulle of Negombo against the defendant Anyampolage Bastian Anthony Fernando of Marawila in Chilaw District, and by virtue of the order to sell issued to me thereunder for the recovery of the claim, interest, and costs of suit therein appearing, I shall sell the undermentioned properties, mortgaged by bond No. 638 dated May 26, 1919, and attested by S. K. Wijeratnam, Notary, as primary mortgage, by public auction, at the respective spots, on Monday, November 1, 1920 —

At 3 P.M.

1. All that land called Delgahawatta, situated at Marawila, in Yatakalan pattu of the Pitigal korale, in the District of Chilaw, North-Western Province, in extent about 2 acres.

At 3.30 P.M.

2. An undivided $\frac{1}{2}$ share of the land called Beligahawatta, situated at Marawila aforesaid, in extent about 1 acre, with the buildings standing thereon.

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

Negombo, October 6, 1920.

M. P. KURERA,
Auctioneer.

Auction Sale.

In the District Court of Galle.

Vana Eha Lena Shona Lechman Chetty of Galle. Plaintiff.
No. 16,572. Vs.

(1) Mohammed Sheriff Mohammed Cassim of Fort, Galle.
(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 November 1, 1920, at the hours hereinafter mentioned the following property specially bound and executable for the recovery of the amount of the said decree, viz. :—

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; containing in extent 32.29 perches and 260 English feet.

At 4.30 P.M.

An undivided $\frac{1}{4}$ part of all the soil and trees and the entire house of 13 cubits, bearing No. 110 standing thereon of the land Mestriclasgowatta alias Dangahawatta, situate at Kumbalwella within the four gravets of Galle, in extent 1 acre and 1 perch.

Galle, October 4, 1920.

CHAS. M. GUNASEKERA,
Auctioneer.

Auction Sale.

In the District Court of Galle.

Aris Wijesooriya of Dodanduwa. Plaintiff.
No. 13,518. Vs.

(1) Hettihandi Kaluhewa Mendis Appu, (2) ditto Marthenis Appu. Defendants.

And

(1) Arthur Edward Mapilian Senanaikie, (2) Ellen Regina ditto, both of Kadurupe, (3) Hettihandi Kaluhewa Dadinhamy, wife of (4) E. F. Weerawardene, both of Dickwella estate, Kegalla. Substituted defendants in place of 1st defendant.

UNDER and by virtue of the order issued to me in the above case, I shall sell by public auction the following property declared bound and executable for the recovery of the principal, interest, and costs of suit, on Saturday, October 16, 1920, at 2 P.M., at Welabodawatta in Ratgama.

1. An undivided $\frac{9}{16}$ parts of all the fruit trees and soil of the portion of land called Welabodawatta known as lot E, situate at Ratgama, in the Wellaboda pattu of Galle, in extent 1 acre 2 roods and 8.88 perches.

2. An undivided $\frac{1}{4} + 1/40$ parts of the land called Henewatta at Ranapanadeniya in ditto, in extent 2 acres 2 roods and 30 perches.

3. An undivided $11/400 + 11/320$ parts, exclusive of the planter's share of the 2nd and 3rd plantations, of the land called Kumbalunnepitiyawatta at ditto, in extent 6 acres and 9 perches.

4. An undivided $11/20$ parts of all the fruit trees and soil of the land called Puwakgahaowita, at ditto, in extent about 1 acre.

5. An undivided $21/120$ parts of the soil and soil share trees and $\frac{1}{4}$ and $1/40$ parts of the planter's share of the 2nd, 3rd, and 4th plantations of the land called Gamagewatta, at Ratgama, in extent 2 acres 2 roods and 7 perches.

6. An undivided $3/50$ parts of the soil and trees of the land called Depagewatta at Ganegoda, in ditto, in extent 1 acre and 2 roods.

7. An undivided $11/20$ parts of the tiled whitewashed house of 9 cubits standing on the land called Berawinnewita, at Hegoda, in ditto.

8. All that 12 kurunies paddy sowing extent of the field called Malaunekumbura Kurullanliaddayagara in ditto.

9. An undivided $11/12$ parts of the land called Welabodawatta, at ditto, in extent about 8 roods.

For further particulars please apply to D. Amarasooriya, Esq., Proctor, Supreme Court, and Notary Public, Galle, or to me—

Arya Sinhala Wansaya Office,
Unawatuna.

D. G. RATNAPALA,
Auctioneer.

Sale by Auction under Partition Ordinance of Valuable Property in the Town of Ambalangoda.

In the District Court of Galle.

UNDER and by virtue of a commission issued to me by the District Court of Galle in partition case No. 16,876 of the said court, I shall sell by public auction on Saturday, November 27, 1920, at 3 P.M., at the spot, the following property, to wit:—

All that the land called the divided $\frac{1}{2}$ share of Wellawalamawatabodawatta, situated at Patabendimulla, in Ambalangoda, within Wellaboda pattu of the District of Galle; and bounded on the north by portion of same land belonging to Liyanatchy Samaris Silva, east by high road from Colombo to Galle, south by Andravas Patabendi Harmanis de Vas Padinchikebella, and west by Wellawawatta, and containing in extent 5.81 perches, together with the buildings and everything thereon.

The sale will take place firstly among the co-owners thereof, commencing from the appraised value, and if not purchased by any co-owner, the same will immediately thereafter be sold by public auction to the highest bidder among the public, in terms of Ordinance No. 10 of 1863.

For further particulars please apply to H. de S. Kularatne, Esq., Proctor, Supreme Court, and Notary Public, Galle, and Ambalangoda.

Ambalangoda, October 4, 1920.

W. KODIKARA,
Auctioneer and Broker.

Sale Notice.

In the District Court of Jaffna.

Valupulla Kandam of Vannarponnai East, Jaffna. Plaintiff.
No. 13,615.

Annapullai, widow of Sayampunather Valupullai of Vannarponnai East, Jaffna. Defendant.

UNDER and by virtue of the commission issued to me in the above case on September 6, 1920, from the District Judge of Jaffna, I shall sell by public auction at the spots on October 30, 1920, commencing at 2 P.M., the following property declared and specially bound and executable under decree in the said case:—

Lands referred to.

(a) All those parcels of land called Kampanpulani, in extent 17 lachams varagu culture, and Kampanvayal, in extent 5 lachams p. c. and 1 kuly, both forming one block; containing a total extent of 22 lachams varagu culture and p. c. and 1 kuly with stone, built house, portico, kitchen, wells, palmayras, and other cultivated and spontaneous

plants, situated at Vannarponnai east, in the parish of Vannarponnai, in the division and district of Jaffna, Northern Province; bounded on the east and north by road, on the west by the property of the heirs of the late Ramanather Vallypuram, and on the south by the property of Nagamutto, widow of Viravy.

(b) All that piece of land called Kalladdymailanvalavoo and Odaimailanvalavoo, in extent 5 lachams varagu culture, with godown, building, well, and cultivated and spontaneous plants, situated at Vannarponnai east as aforesaid; and bounded on the east by the property of heirs of the late Kumarasamy Mudaliyar Kathiravalepullai, on the north by road, on the west and south by the property of Paramasamy Kyrukkan Sillakkurukkan.

Apply for further particulars to Mr. S. Kumarasooriar, Proctor, District Court, 1st Cross street, Jaffna, for to the undersigned—

G. A. TISSEVERASINGHE,

Martyn's road, Auctioneer and Commission Agent.
Jaffna, September 22, 1920.

Auction Sale.

In the District Court of Jaffna.

(1) Kanagaratnam Sittampalam and wife, (2) Nagamgam of Vaddukoddai East Plaintiffs.
No. 14,851. Vs.

Subramaniam Ponniah, and (2) Sellamuttu, widow of Subramaniam of ditto Defendants.

BY virtue of a commission issued to me in the above case, I shall put up for sale by public auction at the respective spots, commencing at 10 A.M., on October 23, 1920, the following pieces of lands decreed to be sold in the above action for the recovery of the judgment amount, and costs:—

1. Land situated at Vaddukoddai East, called Thevanthanai, in extent 9 lachams varagu culture, with house, well, palmyras, and other cultivated and spontaneous plantations; bounded on the east by the properties of A. Valupillai and shareholders, and Savuntharanayagam, wife of Ramapilly, and shareholders, north by the property of Suppiramaniam Ponniah, west and south by lane. Of this an undivided $\frac{2}{6}$ share.

2. Land situated at Changanai called Arzhavanollai, in extent 5 lachams p. c.; and bounded on the east by the property of Kandappu Ponnampalam, north by the property of Kathirasy, wife of Veerasan, and Sinnapilly, wife of Kasty, west by the property of Kamalampilly, wife of Visuvalingam, and others, and south by the property of Chellachappillai, wife of Kandiah. The whole hereof with $\frac{1}{2}$ share of the well lying on the northern boundary of the eastern portion of the land, and way and water course and thurvai ground and $\frac{1}{2}$ of $\frac{1}{2}$ share of well lying on the southern boundary land and thurvai ground and water course.

C. CHELLIAH,
Commissioner.

Jaffna, October 1, 1920.

Auction Sale.

UNDER decree in case No. 14,667; D. C., Jaffna, entered in favour of the plaintiffs (1) Rev. John Vaitilingam and another, against the defendants (1) Sinnatambay Marimuttu and another of Vannarponnai west, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned land by public auction on October 29, 1920, at 4.30 P.M., at the spot:—

(a) All that piece of land situated at Vannarponnai west, called Palluvilithoddam, in extent 4 lachams varagu culture, with houses, well, and cultivated and spontaneous plantations; and bounded on the east by the property of Muttuppillai, wife of Vaitilingam, and lane, north by lane, west by the property of Sinnatangam, wife of Ponnampalam, and Nagamuttu, and south by the property of Kantar Periatamby.

(b) An undivided extent of $3\frac{1}{2}$ lachams of varagu culture, with its appurtenances, of all that piece of land situated at Vannarponnai west, called Palluvilithoddam, in extent $4\frac{1}{2}$ lachams of varagu culture, with house and cultivated and spontaneous plantations and share of well standing on the western boundary limit, together with the rights of way and water course; and bounded on the east by the property Vinasitamby Naganathar, north by lane, west by the

property of Andar Kanapathippillai, and south by the property belonging to Vaitheesuparan temple at Vannarponnai west.

S. TURAIYAPPA,
Commissioner.

Auction Sale.

UNDER decree in case No. 14,689, D. C., Jaffna, entered in favour of the plaintiff Ledchumippillai, widow of Thambipillai of Sutherland road, Colombo, administratrix of the estate of her late husband, Kasinathar Thambipillai, against the defendant Kathirgamar Sinnatambay of Meesalai and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned land by public auction on October 30, 1920, at 3 P.M., at the spot:—

A piece of land situated at Meesalai, called Mathalakkadu, in extent 20 acres 1 rood and 22 perches, with palmyra trees, coconut trees, jak trees, mango trees, and wells; and bounded on the east and north by Crown land, on the west by the property of Kantar Kasitambay, Muttar Ponniah, Sinnatambay Kanapathippillai, Vetharamar Krishnasamy, Veluppillai Karthigesu, and others, and on the south by the property of Veluppillai Karthigesu, Suppar Ponnampalam, and road.

S. TURAIYAPPA,
Commissioner.

Auction Sale.

UNDER decree in case No. 14,860 of the District Court of Jaffna, entered in favour of the plaintiff Kathiravelu Kasipillai and wife, Parasathippillai, of Nunavil west, against the defendant Appookuddi Kandiah, Notary Public, of Pukkuduvivu, and presently of Sarasalai, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned lands by public auction on October 30, 1920, at the spot, at 10 A.M.:—

(a) Land situated at Sarasalai, called Nagarvayal, in extent $18\frac{1}{2}$ lachams p. c.; of this $13\frac{1}{2}$ lachams p. c. on the northern side; and bounded on the east by the property of the defendant and others, north by the property of Velayuther Thampoe, west by the property of Valampikaipillai, wife of Ponnaiah and others, and south by the under-mentioned 2nd land. The whole hereof.

(b) Land situated at ditto, called Nagarvayal, in extent $18\frac{1}{2}$ lachams p. c.; of this 5 lachams p. c. on the southern side; bounded on the east by the property of the defendant, north by the aforesaid property, west by the property of the defendant and others, and south by byelane. Of this, undivided $\frac{9}{10}$ shares.

(c) Land situated at ditto, called Nagar Vayal, in extent 22 lachams p. c.; bounded on the east by byelane and by the property of Kalingarayer Chenathirayer and shareholders, north by the property of Velayuther Thampoe and defendant, west by the property of defendant, and south by byelane. The whole hereof.

(d) Land situated at Sarasalai, called Thevrankeyvalavu, in 3 parcels, in extent 13 lachams varagu culture; bounded on the east by the property of Appakuddy Kanapathippillai and others, north by the property of Alvan Valley and others, west by the property of Velayuther Saravanamuttu and others, and south by the property of Vally, widow Chimanam, and others, excluding the cultivation share, being one half share of coconut, jak, and mango trees and $\frac{1}{2}$ of palmyra standing within these boundaries. The whole of the remaining coconut, jak, mango trees, and palmyras, and ground.

S. TURAIYAPPA,
Commissioner.

Auction Sale.

In the District Court of Kurunegala.
V. R. S. P. A. Veerappa Chetty of Narammala Plaintiff.
No. 7,722. Vs.

(1) Kandegedera Tennakoon Mudiyansele Punchi Banda of Katumuluwa, (2) H. Vanderpoorten of Galagedera Defendants.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the

recovery of the amount stated therein, I shall sell by public auction the following property therein below declared bound and executable under the said decree, on Wednesday, October 27, 1920, commencing at 4 P.M., on the fourteenth land herein below, viz. :—

1. An undivided $\frac{1}{2}$ share of an undivided 1 amunam paddy sowing, extent of Ambagahakumbura of 5 pelas paddy sowing extent, situate at Tissawa.
2. An undivided $\frac{1}{2}$ share of Kongahakumbura of 1 amunam paddy sowing extent, situate at Katumuluwa.
3. An undivided $\frac{1}{2}$ share of the high and low land called Tuttiriwelakumbura of 1 amunam paddy sowing and thereto adjoining two pillewa lands of 5 seers kurakkan sowing and garden of 1 laha kurakkan sowing, all situate at Damunawa.
4. An undivided $\frac{1}{2}$ share of Mahawelakumbura of 15 lahas paddy sowing, situate at Hammaliegedara.
5. An undivided $\frac{1}{2}$ share of Mahawelakumbura of 1 pela paddy sowing extent, situate at Hammaliegedara.
6. An undivided $\frac{1}{2}$ share of Mahawela of 15 lahas paddy sowing, situate at Hammaliegedara.
7. An undivided $\frac{1}{2}$ share of the undivided $\frac{1}{2}$ share of Kumbukgahakumbura of 3 pelas paddy sowing extent, situate at Colambagama.
8. An undivided $\frac{1}{2}$ share of Muttetuwa of 3 acres 2 roods and 28 perches in extent, situate at Ratmalla.
9. An undivided $\frac{1}{2}$ share of the high and low land called Kadurugahakumbura and Wewapaulawalakumbura, both of 7 pelas paddy sowing and thereto adjoining Kanda ahabodahenyaya of about 1 pela kurakkan sowing, both situate at Kandegedera.
10. An undivided $\frac{1}{2}$ share of Timbirigahakumbura of 1 amunam paddy sowing extent, situate at Kandegedera.
11. An undivided $\frac{1}{10}$ share of the high and low land called Asseddumakumbura of 6 pelas paddy sowing and thereto adjoining 2 pillewa lands to the east and west of about 5 lahas kurakkan sowing, situate at Kandegedera.
12. An undivided $\frac{1}{2}$ share of Bakmigahakumbura of 2 amunams paddy sowing, situate at Kurundawala.
13. An undivided $\frac{1}{2}$ share of Kahatagahamulawatta of about 6 seers kurakkan sowing extent and thereto adjoining Galwalagawatta of about 6 seers kurakkan sowing extent, situate at Alanakara.
14. An undivided $\frac{1}{2}$ share of Meegahamulawatta of 5 kurunies kurakkan sowing, situate at Katumuluwa.
15. An undivided $\frac{1}{2}$ share of Godawalagawahena, now garden, of 10 seers kurakkan sowing, situate at Maweehena.

16. An undivided $\frac{1}{2}$ share of Dalupatehena, now garden, situate at Katumuluwa of about 3 lahas kurakkan sowing extent.

17. Bamunuwelakumbura of 1 amunam paddy sowing extent and thereto adjoining garden of 1 laha kurakkan sowing, both situate at Katumuluwa, an undivided $\frac{1}{2}$ share of the said field and an undivided $\frac{1}{2}$ share of the said field. Further particulars from me :

T. B. AMUNUGAMA,
Kurunegala, September 22, 1920. Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

(1) M. Thomas Appuhamy, (2) M. Kiri Mudiyanse, (3) J. Menikhamy, the administratrix of the intestate estate of M. Appuhamy of Alawwa Plaintiffs.
No. 7,715. Vs.

Ranaweera Atchillage Punchirala of Alawwa, in Dambadeni Udukaha Korale East Defendant.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property hereinafter declared bound and executable under the said decree, on Saturday, October 23, 1920, commencing at 2 P.M., on the first land herein below :—

1. An undivided $\frac{1}{2}$ share of the land called Bomaluwewatta, containing in extent 1 pela kurakkan sowing, situate at Alawwa, and of all the plantations and trees standing thereon, with $\frac{1}{2}$ share of the tiled house standing thereon.
2. An undivided $\frac{1}{2}$ share of the land called Nikalandewatta, containing in extent 6 lahas kurakkan sowing, situate at Alawwa.

Further particulars from me :

T. B. AMUNUGAMA,
Kurunegala, October 5, 1920. Auctioneer.

Application for Enrolment as a Proctor.

UPATISSA UJITA GOONEWARDENE, of Matara, presently "Carorista," 13th lane, Bambalapitiya, do hereby give notice that six weeks hence I shall apply to the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the said Court.

Colombo, October 5, 1920 U. P. GOONEWARDENE.

APPLICATIONS FOR FOREIGN LIQUOR LICENSES, &c.

We hereby give notice that we have on May 6, 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 : Welldon & Co., 53, Ward Place.

Description of license applied for : Wholesale license.
State whether application is for renewal of existing license or licenses or for a new license or licenses : New license.

Situation of premises to be licensed : 53, Ward Place, Colombo.

September 30, 1920.

WELLDON & Co.

I hereby give notice that I have on October 4, 1920, applied to the Assistant Government Agent, Kegalla, 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 : A. E. Carthigesu, Hingula, Kadugannawa.

Description of license or licenses applied for : Foreign liquor wholesale license.

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

Situation of premises to be licensed : The land called Timburagahawatta, situated at the junction at Hingula.

Hingula, Kadugannawa.

A. E. CARTHIGESU.

October 4, 1920.

William Denis Warnaculasuriya, of Goyambokka, Tangalla, hereby give notice that I have on September 18, 1920, applied to the Assistant Government Agent, Hambantota, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1920 :—

Schedule referred to.

Name and address of applicant : William Denis Warnaculasuriya, Goyambokka, Tangalla.

Description of license or licenses applied for : A retail off and tavern license.

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

Situation of premises to be licensed : The Tangalla town.

September 30, 1920.

W. D. W. SUBIA.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned packages having been left in Kochchikade Warehouse beyond the time allowed by law, notice is hereby given that unless the same be previously cleared, they will be sold by public auction on November 9, 1920, at 1 P.M. Goods must be cleared on or before November 12, 1920 :—

Date.	Vessel.	From.	Marks.	Number and Description of Goods.
1920.				
May 12	ss. C'apcar	Tuticorin	S. S. V. or Nil	8 bags g. n. manuré
			do.	4 bags c. c. manure
May 16	ss. Hatkhola	Bombay	Nil	1 bundle c. fish
			do.	12 cases fish oil
June 1	ss. C'apcar	Tuticorin	A. M. M.	2 bundles onions
June 10	ss. Hydra	Bombay	Nil	1 case empty
June 13	ss. C'apcar	Tuticorin	do.	1 bundle c. fish
June 21	Do.	do.	K. M.	1 bag c. fish
			Nil	1 do.
June 29	Do.	do.	do.	1 bag ragi

H. M. Customs,
Colombo, September 30, 1920.

W. E. HOBDAY,
for Principal Collector.

Statement showing the Importation of Rice into the various Ports of Ceylon during the Week ended October 2, 1920.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	.. Tuticorin ..	5
Kayts	.. Cocanada ..	4
Point Pedro	.. Cuddalore ..	6

Shipped during the week, 3,632 bags rice.

H. M. Customs,
Colombo, October 5, 1920.

H. A. BURDEN,
for Principal Collector.

J/Tinnevely East Vernacular Night School.

NOTICE is hereby given that an application has been received from Dr. N. Paramanathan, Jaffna, for a grant-in-aid of his J/Tinnevely East Vernacular Night School, which is situated in the Jaffna District of the Northern Province.

Observations will be received not later than October 29, 1920.

Education Office, Colombo, October 1, 1920. A. S. HARRISON,
Acting Director of Education.

Coreen and Cwn Estates Vernacular Mixed School.

NOTICE is hereby given that an application has been received from D. A. Forbes, Esq., Coreen, Talawakelle, for a grant-in-aid of his Coreen and Cwn Estates Vernacular Mixed School, which is situated in the Dimbula District of the Central Province.

Observations will be received not later than October 29, 1920.

Education Office, Colombo, October 2, 1920. A. S. HARRISON,
Acting Director of Education.

Change of School Management.

NOTICE is hereby given that Mr. H. Tiruvilangam has been appointed Manager of the School mentioned below in place of Mr. C. Namasivayam :—

School referred to.

Manipay Hindu College.

Education Office, Colombo, October 4, 1920. A. S. HARRISON,
Acting Director of Education.

C/Buddhist Girls' College.

NOTICE is hereby given that an application has been received from D. B. Jayatilaka, Esq., for a grant-in-aid of his C/Buddhist Girls' College, which is situated in the Colombo District of the Western Province.

Observations will be received not later than October 29, 1920.

Education Office, Colombo, October 5, 1920. A. S. HARRISON,
Acting Director of Education.

Closing of a Road to Traffic.

NOTICE is hereby given that the road from Wariyapola to Tonigala, in the North-Western Province will be closed to all traffic at the 24th mile from the 13th to the 16th instant inclusive, to admit of the execution of repairs to the bridge over Tripichang-oya.

Public Works Office, Colombo, October 5, 1920. A. E. CALDICOTT,
for Director of Public Works.

Destruction of Rogue Elephants.

THE Assistant Government Agent, Matale, is prepared to issue free of stamp duty a license for the destruction of a troublesome elephant frequenting the neighbourhood of Pallegama near Dambulla in Wagapanaha Pallesiya pattuwa.

Description.

About 9 feet in height, the breadth of the foot is 11 inches, bears white spots on the main part of the trunk and on the ears. One of the tusks is broken.

Matale, October 2, 1920. C. HARRISON-JONES,
Assistant Government Agent.

Rinderpest.

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

The area bounded on the north by the Public Works Department road from Henaratgoda to Minuwangoda, east by the range of fields at Mudungoda, and south and west by the range of fields at Bendiyamulla, excluding the Public Works Department road referred to above.

This declaration is to take effect from this date.

The Kacheheri, Colombo, September 30, 1920. W. A. WEERAKOON,
for Government Agent.

Rinderpest.

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

The area bounded on the north by footpath passing by the house of Liyanage Abilinu Silva, east by the cart track passing by the house of William Perera *ex-Police Vidane*, south by the footpath passing by the junction called Kanthehena, and west by the cart road passing by the junction called Seta-elalanga.

This declaration is to take effect from this date.

The Kachcheri,
Colombo, September 30, 1920.

R. J. PEREIRA,
for Government Agent.

Rinderpest.

WHEREAS by the under-mentioned proclamations the areas referred to therein were declared infected areas, and whereas rinderpest no longer exists in the said areas, they are hereby declared free from rinderpest and to be no longer infected areas :—

Area.	Date of Proclamation. 1920.	No. and Date of Gazette. 1920.
Keppitiwalana, Pahala and Ihala Kalalpitiya, and Boyawalana palatas	May 25	7,105 of May 28
Wadugedara and Bomugam-managedara palatas	June 16	7,112 of June 25
Galayaya palata	Sept. 7	7,127 of Sept. 10
Kurunegala Kachcheri, October 4, 1920.		C. R. CUMBERLAND, Government Agent.

SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

SUPPLEMENTARY SPECIFICATION.—Irrigation Works, Trincomalee District, Eastern Province.

SUPPLEMENTARY specification showing lands found to be capable of irrigation by the Kantalai Tank, in addition to the specification published in *Government Gazette* No. 6,887 of July 13, 1917, the names of proprietors, and the contributions payable in respect of each land.

Lands liable at present to pay a rate of Re. 1 per acre per annum and subject to revision at any time.

Preliminary plan 5,223. Date of Sale: September 3, 1918.

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.	Amount due.		Area ex-empted.		No. and Date of Colonial Secretary's Letter authorizing Exemption, and Amount Period of Exemption granted.	Total due.
					Rs. c.	A. R. P.	Rs. c.	A. R. P.		
793	2	Peratuvelivayal	Chinniah Ponnuthurai	0 0 26.75	0 17	—	—	—	—	0 17
794	3	Kula-advivayal alias Ittiyadvivayal	Muttalivava Ussanvava	0 0 32.12	0 20	—	—	—	—	0 20
795	7	Ittiyadvivayal	Aliutiman Mirasaibu	0 0 20.25	0 13	—	—	—	—	0 13
796	8	Do.	Pakirmeyatin Muhamadu	0 0 20.12	0 13	—	—	—	—	0 13
Preliminary plan 676. Date of Sale: December 19, 1901.										
797	M 235	Kovilkudiruppo	S. Velupillai	1 0 1	1 1	—	—	—	—	1 1
Preliminary plan 2,023. Date of Sale: April 23, 1896.										
798	6611-6615	Soorankallu	Rosalia, wife of A. Santiapillai	9 1 24	9 40	—	—	—	—	9 40
				11 0 4.24	11 4					11 4

Lands liable at present to pay a rate of Rs. 2 per acre per annum and subject to revision at any time.

Preliminary plan 5,107. Date of Sale: January 20, 1920.

799	1	Mulliaditidal	T. Balasubramaniam	1 0 7	2 9	—	—	—	—	2 9
800	2	Do.	do.	1 0 13	2 16	—	—	—	—	2 16
801	4	Mulliadichena or Mulliaditidal	do.	1 1 22	2 78	—	—	—	—	2 78
802	6	Do.	do.	1 2 33	3 41	—	—	—	—	3 41
803	7	Do.	Kandapper Periyatampi	0 0 33	0 41	—	—	—	—	0 41
804	9	Do.	Murugapper Kandiah	0 1 23	0 79	—	—	—	—	0 79
805	10	Do.	Kandapper Arumugam	0 0 13	0 16	—	—	—	—	0 16
Preliminary plan 5,451. Date of Sale: April 27, 1920.										
806	1	Vannanmadu	Mariamman Temple Division, No. 9	0 1 34	0 93	—	—	—	—	0 93
Preliminary plan 5,185. Date of Sale: April 27, 1920.										
807	1	Aiyankoviltivu	K. Thamoterampillai Udayar	4 3 14	9 68	—	—	—	—	9 68
				11 0 32	22 41					22 41

Amendment to the Supplementary Specification published in "Government Gazette" No. 7,070 of December 12, 1919.

Item under serial No. 789 is hereby cancelled as the lot was resumed by the Crown for default of payment of instalments and re-sold on April 27, 1920, and appears under item 807 in the present supplementary specification. This reduces the total acreage under lands charged at present Re. 1 per acre per annum by 4 acres 3 roods and 14 perches and the total amount due under the same head by Rs. 4.84.

	AMENDED SUMMARY.			Amount due. Rs. c.	Area ex-empted. A. R. P.	Amount ex-empted. Rs. c.	Total Amount due. Rs. c.
	Area.						
	A.	R.	P.				
Total private lands charged maintenance rate of 77 cents per acre per annum	2,437	0	9	1,876 49	9 1 19	7 20	1,869 29
Total private lands charged perpetuity rate of Re. 1 per acre per annum	1,293	0	34	1,293 32	26 2 2	26 51	1,266 81
Total private lands charged at present Re. 1 per acre per annum and subject to revision at any time (1,001 acres 3 roods and 5 perches + 77 acres 3 roods and 3 perches + 23 acres and 1 12 perches + 11 acres and 4 24 perches — 4 acres 3 roods and 14 perches)	1,108	2	39 36	1,108 81	26 3 31*	26 96	1,081 85
Total private lands charged at present Rs. 2 per acre per annum and subject to revision at any time	11	0	32	22 41	—	—	22 41
Total private lands	4,850	0	34 36	4,301 3	62 3 12	60 67	4,240 36
Deduct area exempted	62	3	12				
Total paying rate	4,787	1	22 36				
Total Crown lands assessed for maintenance (1,441 acres 2 roods and 29 perches + 13 acres and 3 roods)	1,455	1	29				
Total Crown lands assessed for perpetuity rate	1	1	10				
Total Crown lands assessed for Re. 1 for the present							
Total irrigable areas	6,244	0	21 36				

	Extent. A. R. P.
*Area exempted as per supplementary specification of June 13, 1918	17 1 11
Deduct area included for rate from January 1, 1919, as per footnote in supplementary specification of June 13, 1918	3 1 25
Add area exempted by Colonial Secretary's E 122 of November 20, 1918	13 3 26
	12 1 7
Deduct area included in Colonial Secretary's E 122 of November 20, 1918, which was previously exempted by Colonial Secretary's E 55 of June 28, 1917	26 0 33
	3 2 32
Add area exempted by Colonial Secretary's E 58 of May 20, 1920	22 2 1
	4 1 30
Total area exempted	26 3 31

Trincomalee Kachcheri,
July 22, 1920.

N. IZAT,
Assistant Government Agent.

SPECIFICATION.—Irrigation Works, North-Central Province.

REVISED specification showing lands found to be capable of irrigation by Sanglikanadarawa Tank, the names of proprietors, and the contributions payable in respect of each land. All previous specifications including the one published in *Government Gazette* No. 7,031 of July 4, 1919, are hereby cancelled.

Lands paying an irrigation rate of Rs. 2 per acre per annum, subject to revision quinquennially. The next revision will be in 1925.

Final village plan 422.

No.	No. of Lot or Survey Reference.	Name of Owner.	Extent.		Amount due. Rs. c.	Area ex-empted. A. R. P.	Amount ex-empted. Rs. c.	No. and Date of Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due. Rs. c.
			A.	R. P.					
1	1A	P. B. Mahadiulwewa	4	1 32	8 90	—	—	8 90	
2	2	P. Sithamparam Kangany	1	2 35	3 44	—	—	3 44	
3	3	Do.	27	2 25	55 31	—	—	55 31	
4	3A	Do.	1	2 30	3 38	—	—	3 38	
5	3B	Do.	0	0 32	0 40	—	—	0 40	
6	part of 4	Do.	30	2 26	61 32	—	—	61 32	
7	part of 4	Udayar, Korala, and others	9	3 0	19 50	—	—	19 50	
8	part of 5B	P. B. Mahadiulwewa	33	1 16	66 70	6 0 25	12 31	E66 of 4-10-19. For ever from 1-1-15	54 39
9	part of 5B	P. Sithamparam Kangany	6	1 16	12 70	—	—	12 70	
10	part of 5c	P. B. Mahadiulwewa	2	0 32	4 40	—	—	4 40	
11	part of 5c	P. Sithamparam Kangany	5	3 1	11 51	—	—	11 51	
12	5F	Do.	1	3 15	3 69	—	—	3 69	
13	5G	Do.	0	1 12	0 65	—	—	0 65	

No.	No. of Lot or Survey Reference.	Name of Owner.	Extent.			Amount due.		Area ex-empted.		Amount ex-empted.		No. and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due. Rs. c.	
			A.	R.	P.	Rs.	c.	A.	R.	P.	Rs.			c.
14	5B	Lekama Sellawannahamy and others	0	1	16	0	70	—	—	—	—	0	70	
15	5S	Do.	109	2	30	219	38	—	—	—	—	219	38	
16	5B1	Do.	9	3	20	19	75	—	—	—	—	19	75	
17	5C1	Do.	1	1	16	2	70	—	—	—	—	2	70	
18	1 & 2*	Nainduralage Kadirate	3	2	29 1/11	7	39	—	—	—	—	7	39	
19	3 & 4*	Nainduralage Mudalihamy	1	0	36 4/11	2	45	—	—	—	—	2	45	
20	5 & 6*	Seeralage Kiri Banda	0	3	10 10/11	1	63	—	—	—	—	1	63	
21	7 & 8*	Nainduralage Kapuruhamy	3	0	10 10/11	6	13	—	—	—	—	6	13	
22	9 & 10*	Gammanachiralage Kandate	0	2	18 2/11	1	24	—	—	—	—	1	24	
23	11 & 12*	D. Don Juwanis Appuhamy	8	3	7 3/11	17	58	—	—	—	—	17	58	
24	13 & 14*	P. B. D. Mahadiulwewa	8	3	7 3/11	17	58	—	—	—	—	17	58	
25	5	P. V. Keerala and 41 others	76	2	7	153	9	—	—	—	—	153	9	
26	5Z	P. V. Keerala and 41 others of Wadiwewa	51	0	24	102	30	—	—	—	—	102	30	
27	7C1	Do.	0	2	34	1	43	—	—	—	—	1	43	
28	7E	Do.	6	1	6	12	58	—	—	—	—	12	58	
29	8E	Lekama Sellawannahamy and others	0	2	3	1	4	—	—	—	—	1	4	
Final village plan 423.														
30	3	Velate Vedarala and others	0	2	7	1	9	—	—	—	—	1	9	
31	4	K. Malavarayar of Madawachchiya	6	3	20	13	75	—	—	—	—	13	75	
32	4A	P. V. Keerala and others	2	3	32	5	90	—	—	—	—	5	90	
33	6D	P. V. Keerala and others of Wadiwewa	1	3	12	3	65	—	—	—	—	3	65	
34	6E	Do.	4	3	21	9	76	—	—	—	—	9	76	
35	6F	E. M. Chandrasekara of Etakada	4	0	26	8	32	—	—	—	—	8	32	
36	6H	S. Sabapathy of Tinnavelly, Jaffna.	1	2	38	3	47	—	—	—	—	3	47	
37	4B	A. Sinnatamby of Kirigollewa	5	2	33	11	41	—	—	—	—	11	41	
38	6	Do.	5	3	8	11	60	—	—	—	—	11	60	
39	6G	Do.	2	3	23	5	79	—	—	—	—	5	79	
40	6C2	A. Sabapathy of Tinnavelly, Jaffna.	0	0	9	0	11	—	—	—	—	0	11	
41	6C	Do.	0	0	2	0	2	—	—	—	—	0	2	
42	6C1	Do.	0	0	4	0	5	—	—	—	—	0	5	
43	5	Lechimipillai Kanagasabapathy	2	2	4	5	5	—	—	—	—	5	5	
			449	1	27	898	84	6	0	25	12	31	886	53

Summary.

	A.	R.	P.	Amount due	Amount exempted	Amount recoverable	Rs.	c.
Total acreage (private lands)	449	1	27	898	84	886	53	
Area exempted	6	0	25	12	31			
Area paying rate	443	1	2			886	53	

The Kachcheri,
Anuradhapura, August 4, 1920.

F. G. TYRRELL,
Government Agent.

* Comprising lots 5 w, 5 x1, and 5 x2 Final Village Plan 422.

SPECIFICATION.—Irrigation Works, North-Central Province.

A MENDMENT to the specification of lands under Bassawakulam published in *Government Gazette* No. 6,837 of November 24, 1916, and No. 7,055 of October 3, 1919.

Lots numbered 6593, 6817, 6816, and 8 under serial Nos. 134, 168, 169, and 188, respectively, in the specification published in *Government Gazette* No. 6,837 of November 24, 1916, are hereby cancelled, as they are identical with lots bearing serial Nos. 154, 155, 201, and 194, respectively, in the specification published in *Government Gazette* No. 6,837 of November 24, 1916, and in the supplementary specification published in *Government Gazette* No. 7,055 of October 3, 1919.

Lots numbered 6828 and 1A under serial Nos. 156 and 192, respectively, in the specification published in *Government Gazette* Nos. 6,837 of November 24, 1916, and 7,055 of October 3, 1919, respectively, are hereby cancelled, and the following lots are substituted:—

Land to pay a rate in perpetuity at Re. 1 per acre per annum.

Preliminary plan 2,232.

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent	Amount due.	Area ex-empted.	Amount ex-empted.	No. and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.
				A. R. P.	Rs. c.	A. R. P.	Rs. c.		Rs. c.
156	6825	—	W. M. Fernando	0 3 30	0 94	—	—	—	0 94

Land to pay a rate of Re. 1 per acre per annum, to be revised in 1924.

Final village plan 524.

192	1A	Pankuliya	Coorey Appuhamy	.95 1 3	95 27	—	—	—	95 27
									96 21

AMENDED SUMMARY.

	Private Lands.			Crown Lands.			Amount due.
	A.	R.	P.	A.	R.	P.	Rs. c.
In supplementary specification published in <i>Government Gazette</i> No. 7,055 of October 3, 1919	801	0	32	290	0	32	801 27
According to this amendment add	89	1	33	—	—	—	89 46
	890	2	25	—	—	—	890 73
According to this amendment (deduct from private lands, Crown lands and amount due) ..	1	1	24	5	1	0	1 40
	889	1	1	284	3	32	889 33
Deduct exemptions	92	3	32	—	—	—	92 97
Total private lands paying rate :—							
		A.	R.	P.			
1. Lands paying Re. 1 rate in perpetuity ..	682	0	5				
2. Lands paying Re. 1 to be revised in 1924..	114	1	4				
	796	1	9	—	—	—	796 36
Total area in specification	1,174	0	33				

The Kachcheri,
Anuradhapura, August 2, 1920.

F. G. TYRRELL,
Government Agent.

ABSTRACTS OF SEASON REPORTS.

SEASON REPORT FOR THE MONTH OF
AUGUST, 1920.

CENTRAL PROVINCE.

KANDY DISTRICT.

Paddy cultivation—Yala : fields harvested. Maha : in plants.

Dry grain cultivation : kurakkan crop being reaped.

Rainfall : satisfactory.

Health of the people : good, except for a few cases of plague within the Kandy Municipality.

Coconut cultivation : crops good.

Prices of staple articles : imported rice sold at controlled rates ; country rice, Rs. 10 to Rs. 12 per bushel ; paddy, Rs. 3.50 to Rs. 5 per bushel ; kurakkan, Rs. 4 to Rs. 5 per bushel ; coconuts, Rs. 6 to Rs. 10 per 100 nuts.

NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1919."

Local Option.

WITH reference to the *Gazette* notice dated September 6, 1920, appearing in *Gazette* dated September 10, 1920, it is hereby notified that the ballots in respect of the Kaduwela and Ranala arrack taverns fixed for October 8, 1920, have been postponed for October 22, 1920, but will take place at the same times and places.

Colombo Kachcheri,
October 6, 1920.

J. G. FRASER,
Government Agent.

Instructions to Revenue Officers regarding
Local Option Rules.

NOTICE is hereby given that His Excellency the Governor in Executive Council has been pleased to approve the following amendment of paragraph 4 of the instructions embodied in my Circular No. G.A. 9 of September 13, 1920 :—

"Intending voters who wish to be given duplicate receipts must apply at the Kachcheri for such in person, or forward applications countersigned by the Local Division Officer to reach the Kachcheri at least one week before the date of the ballot. As far as possible, such duplicate receipts should be signed by the Government Agent/Assistant Government Agent or his Office Assistant. The fee levied must in all cases be 15 cents for each duplicate receipt given (see Government Circular No. 54 of June 10, 1920).

As each road-tax receipt (or duplicate) is produced at a ballot the presiding officer should initial and date or stamp the same so that it may not be fraudulently used a second time at the same ballot."

T. W. ROBERTS,
Acting Excise Commissioner.

Paragraph 4 of Circular No. G.A. 9 of September 13, 1920, referred to above.

"4. *Road-tax Receipts.*—The rules appearing in the Notifications *re* Local Option require that road-tax receipts should be produced at the time of voting. Intending voters who wish to be given duplicate receipts must apply at the Kachcheries for such in person at least one week before the date of the ballot. As far as possible, such duplicate receipts should be signed by the Government Agent/Assistant Government Agent or his Office Assistant. The fee levied must in all cases be 15 cents for each duplicate receipt given (see Government Circular No. 54 of June 10, 1920).

As each road-tax receipt (or duplicate) is produced at a ballot the presiding officer should initial and date or stamp the same so that it may not be fraudulently used a second time at the same ballot."

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Prices of Foodstuffs, &c., in Colombo, on October 6, 1920.

	Per	Wholesale.		Retail.	Per	Wholesale.		Per	Retail.
		Rs. c.	Per			Rs. c.	Per		
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.	..	..	..	..	..	..	..	..
Dholl (Mysore) ..	do.	..	..	..	..	..	..	..	..
Green Gram ..	do.	..	..	..	..	..	..	..	..
Ulundu ..	do.	..	..	..	..	..	..	..	..
Gram ..	do.	..	..	..	..	..	..	..	..
Wheat Flour ..	..	..	..	..	..	..	..	..	..
American Flour ..	..	..	..	..	..	..	..	..	..
Ghee, Cow ..	..	..	..	..	..	..	..	..	..
Ghee, Buffalo ..	..	..	..	..	..	..	..	..	..
Milk ..	..	..	..	..	..	..	..	..	..
Potatoes (Indian) ..	..	..	..	..	..	..	..	..	..
Potatoes (Bangalore)	..	..	..	..	..	..	..	..	..
Onions (Bombay) ..	..	..	..	..	..	..	..	..	..
Onions, Red ..	..	..	..	..	..	..	..	..	..
Bread ..	..	..	..	..	..	..	..	..	..
Tea ..	..	..	..	..	..	..	..	..	..
Coffee ..	..	..	..	..	..	..	..	..	..
Limes ..	..	..	..	..	..	..	..	..	..
Coconuts ..	..	..	..	..	..	..	..	..	..
Sugar, Soft ..	..	..	..	..	..	..	..	..	..
Sugar, Crepe ..	..	..	..	..	..	..	..	..	..
Sugar (Ceylon) ..	..	..	..	..	..	..	..	..	..
Sugar Candy ..	..	..	..	..	..	..	..	..	..
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, Monkey Brand	..	..	..	..	..	..	..	..	..
Matches, Three Stars	..	..	..	..	..	..	..	..	..
Matches (Japanese)	..	..	..	..	..	..	..	..	..
Beef ..	..	..	..	..	..	..	..	..	..
Mutton ..	..	..	..	..	..	..	..	..	..
Pork ..	..	..	..	..	..	..	..	..	..
Chickens ..	..	..	..	..	..	..	..	..	..
Eggs ..	..	..	..	..	..	..	..	..	..
Dry Fish, Nettali (Halmeesan)	..	..	..	..	..	..	..	..	..
Dry Fish (Maldive)	..	..	..	..	..	..	..	..	..

The Municipal Office,
Colombo, October 6, 1920.

R. N. WATKINS,
Financial Assistant to the
Chairman, Municipal Council.

LOCAL BOARD NOTICES.

Notice of Sale, Local Board, Kalutara.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Kalutara South, which have been seized under section 34 of Ordinance No. 13 of 1898, and section 41 of the Ordinance No. 16 of 1865, for default of the payment of assessment tax due for the 2nd quarter of 1920, will be sold by public auction at the premises on Monday, October 18, 1920, and following days, commencing at 10 A.M.

The Kachcheri, T. A. HODSON,
Kalutara, September 28, 1920. Assistant Government Agent.

No.	Name of Owner.	Name of Land.
45	.. Uduma Lebbe Kumister	Mawathagodawatta
50	.. A. S. F. Jayasekera,	Mudaliyar .. Mawathagodapelawatta
71	.. J. C. Caldera	.. Hathaulwatta
76	.. Widow of B. Comeris	.. Bothuparangiyawatta
90	.. C. M. Junus Lebbe	.. do.
152	.. Kumaravel Nagamma	Madangahawatta
156A	.. W. Juwanis Fernando	.. do.
211	.. P. Kaithan Perera	.. do.
249	.. C. S. P. Jusey Silva	.. Atuwawatta
304	.. Anthonis Silva	.. Oroppuwawatta
316	.. B. Silvestri Fernando	.. do.
322A	.. V. Johannes de Mel	.. Daladawatta
356	.. G. Visenti Perera	.. Katukurundugahawatta
363, 368 L.	Cathrina Silva	.. do.
388	.. Cader Philippu Iyasamy	Janthajothiyawatta
390	.. C. M. C. Mohamadu	Casim .. Godawalawatta
393½	.. A. R. M. Abdul Caffoor	Badullagahawatta
426	.. S. L. Mohamadu	Ismail .. Kontheruparangiyawatta

No.	Name of Owner.	Name of Land.
446	.. M. I. M. S. Abdu Rahi-	man Marikkar .. Dodangahawatta
461	.. C. M. C. Abdul Caffoor	.. Dodangahaparangiyawatta
		<i>Old road.</i>
32	.. Dr. E. E. Modder	.. Gorakagahawatta
102½	.. J. F. Dias	.. Sapugewatta
171	.. G. Domba	.. Medagedarawatta
200	.. T. Aranolishamy	.. Tumhengawatta
206	.. Do.	.. Batchchimidiyawatta
25½, 255 D.	H. Samaranyake	.. Kitanmestrigewatta
280	.. S. L. Uduma Lebbe	.. Palliyawatta
320½	.. L. M. M. Pulle Cader	Kandu .. Mullewatta
342½	.. P. Amala Lebbe	.. Makulugahawatta
380	.. C. M. Abdul Caffoor	.. Duwewatta
392	.. M. C. S. Cader	Kandu .. Duwewattapaula
397	.. C. S. Raseem Marikkar	.. Duwewatta
437	.. B. Agonishamy	.. Koongahawatta
504	.. B. Philippu Naide	.. Bothuparangiyawatta
516	.. S. L. Kumister Abdul	Cader .. do.
523	.. B. Podyhamy	.. Paraviyawatta
		<i>Adam street.</i>
1A, 2A	J. C. Ebert	.. Mudawatta
12	.. Babuwa	.. Siyabalagahawatta
		<i>Hospital street.</i>
11	.. G. Don Domingo Naide	Lavulugahawatta
		<i>Hill street.</i>
2	.. D. C. A. Allis Samara-	.. Godellawatta
10	.. M. M. Segu Ismail	.. Pahalawatta

Mosque street.

No.	Name of Owner.	Name of Land.
8A	S. Mohammodu Lebbe	Gorakagahawatta
32½	Hajjar Marikkar	Ketakerellagahawatta

Katukurunda.

17A	P. H. Thegishamy	Pallyawatta
25	S. Soysa Rajapakse	Koswatta
28	S. Maria Silva	do.
51	C. S. P. Anthonis Silva	Siyanpodiawatta
73	Do.	Totagewatta
76	K. Anthonis Silva	do.

Statement of Revenue and Expenditure of the Sanitary Board Towns in the Matale District for the Year 1919.

DAMBULLA.		Rs. c.	
<i>Revenue.</i>		<i>Expenditure.</i>	
Sanitary rates	207 57	General works	158 45
Refund of stamp duty	52 0	Salaries	310 87
Commutation tax	172 0	Commission and remuneration to collectors and assessors	30 65
Dog tax	1 25	Petty expenses	113 69
Miscellaneous receipts	68 75	Stationery and printed forms	12 10
		Allowance to Sanitary Board officers	182 26
			808 2
Balance on December 31, 1918	501 57	Balance on December 31, 1919	653 53
	959 98		1,461 55
Total	1,461 55	Total	1,461 55

BATTOTA.		Rs. c.	
<i>Revenue.</i>		<i>Expenditure.</i>	
Sanitary rates	452 52	General works	89 65
Refund of stamp duty	83 0	Salaries	334 77
Commutation tax	275 50	Commission and remuneration to collectors and assessors	46 21
		Petty expenses	92 61
Dog tax	4 25	Stationery and printed forms	12 13
Miscellaneous receipts	700 75	Allowance to Sanitary Board officers	182 26
			757 63
Balance on December 31, 1918	1,516 2	Balance on December 31, 1919	2,702 61
	1,944 22		3,460 24
Total	3,460 24	Total	3,460 24

MADAWELLA.		Rs. c.	
<i>Revenue.</i>		<i>Expenditure.</i>	
Sanitary rates	323 95	Salaries	274 77
Refund of stamp duty	31 0	Commission and remuneration to collectors and assessors	28 49
Commutation tax	64 0	Petty expenses	87 62
Dog tax	0 50	Stationery and printed forms	12 10
Miscellaneous receipts	187 0	Allowance to Sanitary Board officers	14 26
			417 24
Balance on December 31, 1918	606 45	Balance on December 31, 1919	534 23
	345 2		951 47
Total	951 47	Total	951 47

KAWDUPELELLA.		Rs. c.	
<i>Revenue.</i>		<i>Expenditure.</i>	
Sanitary rates	256 52	General works	75 68
Refund of stamp duty	70 0	Salaries	244 77
Commutation tax	166 0	Commission and remuneration to collectors and assessors	32 66
Dog tax	1 0	Petty expenses	92 34
Miscellaneous receipts	122 0	Stationery and printed forms	12 10
		Allowance to Sanitary Board officers	134 26
			591 81
Balance on December 31, 1918	615 52	Balance on December 31, 1919	734 66
	710 95		1,326 47
Total	1,326 47	Total	1,326 47

PALAPATWELA.		Rs. c.	
<i>Revenue.</i>		<i>Expenditure.</i>	
Sanitary rates	303 45	Salaries	334 77
Refund of stamp duty	111 0	Commission and remuneration to collectors and assessors	32 10
Commutation tax	142 0	Petty expenses	137 71
Dog tax	3 75	Stationery and printed forms	12 11
Miscellaneous receipts	217 25	Allowance to Sanitary Board officers	182 25
			698 94
Balance on December 31, 1918	777 45	Balance on December 31, 1919	958 96
	880 45		1,657 90
Total	1,657 90	Total	1,657 90

The Kachcheri,
Matale, January 20, 1920.

E. T. MILLINGTON,
Chairman.

Notice of Sale, Local Board, Badulla.

NOTICE is hereby given that the rents and profits, timber and produce, the materials of houses, and the under-mentioned properties themselves, seized for the arrears of the Police, Local Board, and Water-rate, Badulla, for the 2nd quarter, 1920, will be sold by public auction, at the Badulla Kachcheri, on October 15, 1920, at 2 P.M., unless in the meantime the taxes and the costs are paid.

Badulla Kachcheri, W. D. BATTERSHILL,
September 27, 1920. — for Government Agent.

No. of Property.	Name of Owner.	Amount due.	Property seized.
179	U. Dantuhamy	0 50	One alavangu
1030	J. M. Sudu Banda	0 50	Mango tree
1572	Do.	0 96	—
1032	D. E. Witanage	0 50	Building lot
1120	Punchirala	0 50	Jak tree
1168	K. Ossen Taylor	0 50	Chena land
1182	J. Appu	0 50	do.
1306	Hawamma	0 50	Rent of field called Alutgedera-arawa
1339	W. Dantuhamy	0 50	Rent of field called Nelaudala-ella
1529	U. Ukku Banda	0 50	Rent of field called Dalukgaha-arawa

Notice of Sale, Local Board, Bandarawela.

NOTICE is hereby given that the rents and profits, timber and produce, the materials of houses, and the under-mentioned properties themselves, seized for the arrears of the Police, Local Board, and Water-rate, Bandarawela, for the 2nd quarter, 1920, will be sold by public auction, on the spot, on October 16, 1920, at 10 A.M., unless in the meantime the taxes and the costs are paid.

Badulla Kachcheri, W. D. BATTERSHILL,
September 27, 1920. — for Government Agent.

No. of Property.	Name of Owner.	Amount of Tax due.
99	A. Seris	16 56
111	S. L. Lewanamarikkar	11 25
133	Pitche Bawa	3 75
134	Do.	6 57
175	K. Meeran Mohideen	7 50
182	M. S. Silva	3 75
221	D. W. Abeyratne	1 50
224	Heirs of B. H. Mendis	3 75
225	Do.	3 75
259	Mahammodu Lebbe and others	2 25
260	G. K. Podisingho Appuhamy	3 0
261	Do.	1 56
262	Do.	1 56
263	Do.	1 56
309	N. William Silva	3 75
310	Do.	3 0
311	Do.	1 50
312	Do.	1 50
313	Do.	1 5
314	Do.	0 85
315	Do.	0 85
316	P. R. A. R. Carpen Chetty	17 88
322	M. H. Pieris Silva	3 38
347	D. P. Kannangara	0 75
351	Do.	0 75
371	Badderala	1 5
372	Do.	0 75

Notice of Sale, Local Board, Ratnapura.

IT is hereby notified that the under-mentioned property within the limits of the Local Board town of Ratnapura, will be sold by public auction in default of payment of Local Board rates for the 2nd quarter, 1920, on October 22, 1920, at 2 P.M., at the Ratnapura Kachcheri, unless in the meantime the amount owing in respect of the rate together with the lawful cost of seizure and sale is duly paid.

Ratnapura Kachcheri, G. F. R. BROWNING,
October 4, 1920. — Government Agent.

No.	Name of Owner.	Description of Property.
11	R. Arnolis Appu	Pinasseddumekella

Gilimale road.

ROAD COMMITTEE NOTICES.

Branch Road from Norwood Bridge to Maskeliya and Moray.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for the maintenance of the above road for the year ending September 30, 1920, and for the water supply to the P. W. D. cooly lines on the 26½ mile of the road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Revised Estimate No. D 166 sanctioned on June 25, 1920.)

Government moiety .. Rs. 7,480 0
Private contributions .. Rs. 7,554 80

Estimate of cost of acquiring land for water supply to cooly lines.

	Rs.	c.
Private contributions on original estimate	99	0
Three tenths due on account of this road	29	70
Excess on original estimate	62	78
Excess due on account of this road	9	41

1st section, 23·11 lines.

Total acreage, 16,242½—Moiety of cost, Rs. 339·97—
Sectional rate, ·0209c.—Total rate, ·0209c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
The Eastern Produce and Estates Co., Ltd.	Norwood	882	18	45

1st to 3rd section, 99·14 lines.

Total acreage, 15,360½—Moiety of cost, Rs. 1,116·70—
Sectional rate, ·0726c.—Total rate, ·0935c.
Mackwood & Co. .. New Valley .. 457 .. 42 77

1st to 5th section, 190·83 lines.

Total acreage, 14,903½—Moiety of cost, Rs. 1,348·90 —
Sectional rate, ·0905c.—Total rate, ·1840c.
R. Lamb .. Rockwood .. 149 .. 27 42

1st to 7th section, 270·86 lines.

Total acreage, 14,754½—Moiety of cost, Rs. 1,177·36—
Sectional rate, ·0797c.—Total rate, ·2638c.
F. H. Gossage .. Maskeliya .. 372 .. 98 16

1st to 8th section, 323·66 lines.

Total acreage, 14,382½—Moiety of cost, Rs. 776·92—
Sectional rate, ·0541c.—Total rate, ·3179c.

J. M. Robertson & Co.	Glentilt	448	142	49
Sir Thomas Lipton	Bunyan	296	94	14
Do.	Ovoca	258	82	5
J. M. Robertson & Co.	Mocha	588	187	2
Do.	Queensland	281	89	37
Do.	Craighill and Lanka	204	64	88
Whittall & Co.	Bloomfield	262	83	32
Do.	Mottingham	258	82	5
A. P. Juckes	Dunottar	187	59	47
Colombo Commercial Company, Limited	Emelina	205	65	19
Whittall & Co.	Brunswick	256	81	42
Do.	Caskieben	206	65	51
Do.	Midlothian	244	77	60
J. M. Robertson & Co.	Deeside	441	140	26
William Rollo (George Steuart & Co.)	Glenugie	377	119	90
Do.	Bargrove	205	65	19
G. B. de Mowbray	Dotale	108	34	34
C. H. Hood	Braemer	351½	111	79
Do.	Kelaniya			

1st to 9th section, 363·26 lines.

Total acreage, 9,207—Moiety of cost, Rs. 582·43—
Sectional rate, ·0632c.—Total rate, ·3811c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Geo. Steuart & Co.	Brownlow and Tarf	583	222	31
Do.	Gangawatta	186	70	91
E. & H. A. Webb	Mousakele	278	106	0
Miss V. N. Hood	Ekolsund	305	116	29
Lewis Brown & Co.	Nyanza	394	150	22
Whittall & Co.	Luccombe and Heathfield	478	182	26
Do.	Rutherford	276	105	22
Lambert L. Pieris	Hapugastenne	606	231	7

1st to 11th section, 402·86 lines.

Total acreage, 6,101—Moiety of cost, Rs. 582·61—
Sectional rate, ·0954c.—Total rate, ·4765c.

Geo. Steuart & Co.	Kintyre	288	136	30
Do.	Bitterne	169	80	56
P. C. Adams	Rikarton and Leas-ton	596	284	17

1st to 12th section, 420·28 lines.

Total acreage, 5,048—Moiety of cost, Rs. 256·31—
Sectional rate, ·0507c.—Total rate, ·5272c.

A. N. Grieg	Laxapana, York, and John's Land	866	456	89
R. H. Price	Blantyre	239	126	8
Do.	St. Andrew's	321	169	34
G. Johnson	Dalhousie	289	152	46
Do.	Situlaganga	143	75	42
A. N. Greig	Suluganga	155	81	76

1st to 13th section, 473·08 lines.

Total acreage, 3,035—Moiety of cost, Rs. 776·93—
Sectional rate, ·2559c.—Total rate, ·7831c.

E. H. Etches	Forres	387	303	23
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1st to 14th section, 513·80 lines.

Total acreage, 2,648—Moiety of cost, Rs. 598·93—
Sectional rate, ·2261c.—Total rate, 1·0092c.

Uplands Tea Estates Co. Moray and Valla-	dolid	461	465	49
Do.	Geddes	198	199	91
Do.	Corfu	187	188	81
Do.	Rajamalle	212	214	5
L. Elwell	Gartmore Group, Larchfield, Gartmore, Bevys, and Frogmore	848	856	28
Shaw Wallace & Co.	Adam's Peak	742	749	24
Total				7,557 6

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before October 10, 1920.

N.B.—Private contributions on maintenance estimate	Rs.	c.
Private contributions (excess) on estimate for cost of land	7,554	0
	9	41

Deduct unexpended balance on September 30, 1919	7,563	41
	6	35

Amount to be recovered on account 1919-20	7,557	6
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W. L. KINDERSLEY,
Chairman.

Provincial Road Committee's Office,
Kandy, September 27, 1920.

Maskeliya-Cruden 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," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Revised estimate No. D. 167 sanctioned on June 25, 1920.)

Government moiety	Rs. 1,360.00
Private contributions	Rs. 1,373.60

(Supplementary estimate No. D 897 sanctioned April 20, 1920.)

Government moiety	Rs. 300
Private contributions	Rs. 303

1st section, 27.68 lines.

Total acreage, 4,620—Moiety of cost, Rs. 198.03—
Sectional rate, .0428c.—Total rate, .0428c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
J. M. Robertson & Co.	Glentilt	448	19 20
Sir Thomas Lipton	Bunyan	296	12 69
Do.	Ovoca	258	11 6
J. M. Robertson & Co.	Mocha	588	25 21
G. B. de Mowbray	Dotale	108	4 63

1st to 2nd section, 80.48 lines.

Total acreage, 2,922—Moiety of cost, Rs. 440.16
Sectional rate, .1506c.—Total rate, .1934c.

C. E. Wedd	Queensland	281	54 37
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1st to 4th section, 159.70 lines.

Total acreage, 2,641—Moiety of cost, Rs. 683.35—
Sectional rate, .2587c.—Total rate, .4521c.

Whittall & Co.	Bloomfield	262	118 49
Do.	Mottingham	258	116 68
A. P. Juckes	Dunnottar	187	84 57
Colombo Commercial Co., Ltd.	Emelina	205	92 71
Whittall & Co.	Brunswick	256	115 78
Do.	Caskieben	206	93 16
J. M. Robertson & Co.	Midlothian	244	110 35

1st to 6th section, 190.08 lines.

Total acreage, 1,023—Moiety of costs, Rs. 348.03—
Sectional rate, .3402c.—Total rate, .7923c.

J. M. Robertson & Co.	Deeside	441	349 47
Geo. Steuart & Co.	Glenugie	377	298 75
Do.	Bargrove	205	162 45
Total			1,669 57

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before October 10, 1920.

N.B.—Private contributions	Rs. c.
Unexpended balance on September 30, 1919	1,676 60
	7 3

Amount to be recovered on account 1919-20 .. 1,669 57

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, September 28, 1920. Chairman.

Maskeliya-Cruden Branch Road.

(Maskeliya Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Maskeliya bridge, on the 1st mile of the above road, for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The

Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the bridge at the rate of .0031c. per acre, as follows:—

Total acreage, 4,620.

(Revised estimate No. D 775 sanctioned June 30, 1920.)

Government moiety	Rs. 49.50
Private contributions	Rs. 49.99

Amount due.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
J. M. Robertson & Co.	Glentilt	448	1 42
Sir Thomas Lipton	Bunyan	296	0 94
Do.	Ovoca	258	0 82
J. M. Robertson & Co.	Mocha	558	1 86
G. B. de Mowbray	Dotale	108	0 34
J. M. Robertson & Co.	Queensland	281	0 89
Whittall & Co.	Bloomfield	262	0 83
Do.	Mottingham	258	0 82
A. P. Juckes	Dunnottar	187	0 59
Colombo Commercial Co., Ltd.	Emelina	205	0 64
Whittall & Co.	Brunswick	256	0 81
Do.	Caskieben	206	0 65
J. M. Robertson & Co.	Midlothian	244	0 77
Do.	Deeside	441	1 40
Geo. Steuart & Co.	Glenugie	377	1 20
Do.	Bargrove	205	0 64
Total			14 62

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before October 10, 1920.

N.B.—Private contributions	Rs. c.
Unexpended balance on September 30, 1919	49 99
	35 37
Amount to be recovered on account 1919-20	14 62

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, September 28, 1920. Chairman.

Brownlow-Luccombe Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the 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," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Revised estimate No. D 168 sanctioned June 25, 1920.)

Government moiety	Rs. 1,088.00
Private contributions	Rs. 1,098.88

1st section, 35.20 lines

Total acreage, 3,576—Moiety of cost, Rs. 178.55—
Sectional rate, .0499c.—Total rate, .0499c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
George Steuart & Co.	Kintyre	288	14 38
1st to 2nd section, 66.00 lines.			
Total acreage, 3,288—Moiety of cost, Rs. 156.04— Sectional rate, .0474c.—Total rate .0973c.			
George Steuart & Co.	Bitterne	169	16 46

1st to 3rd section, 86.40 lines.

Total acreage, 3,119—Moiety of cost, Rs. 103.30—
Sectional rate .0331c.—Total rate, .1304c.

P. C. Adams	Ricarton and Leaston	596	77 78
George Steuart & Co.	Gangawatta	186	24 28

1st to 4th section, 127·60 lines.

Total acreage, 2,337—Moiety of cost, Rs. 208·46—
Sectional rate, ·0891c.—Total rate, ·2195c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Lewis Brown & Co.	Mousakele	278	61 8

1st to 5th section, 158·40 lines.

Total acreage, 2,059—Moiety of cost, Rs. 156·03—
Sectional rate, ·0757c.—Total rate, ·2952c.

Miss V. N. Hood	Ekolsund	305	90 13
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1st to 6th section, 184·80 lines.

Total acreage, 1,754—Moiety of cost, Rs. 133·68—
Sectional rate, ·0762c.—Total rate, ·3714c.

Lewis Brown & Co.	Nyanza	394	146 45
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1st to 7th section, 204·34 lines.

Total acreage, 1,360—Moiety of cost, Rs. 99·24—
Sectional rate, ·0729c.—Total rate, ·4443c.

Whittall & Co.	Rutherford	276	122 73
Do.	Luccombe and Heathfield	478	212 55
Lambert L. Pieris	Hapugastenne	606	269 46

Total 1,035 30

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before October 10, 1920.

	Rs. c.
N.B.—Private contributions	1,098 88
Unexpended balance on September 30, 1920	63 58

Amount to be recovered on account, 1919-20 .. 1,035 30

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, September 28, 1920. Chairman.

Branch Road from Norwood Bridge to Maskeliya and Moray.
(Situla-ganga 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 Situla-ganga bridge on the 35th mile 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," have assessed the under-mentioned estates to make up the private contributions at the rate of ·0064c. per acre, as follows:—

Total acreage, 3,035.

(Estimate No. D 775, sanctioned June 20, 1920.)

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
			Rs. 66·00
			Rs. 66·66
E. H. Etches	Forres	387	2 49
Uplands Tea Estates Co.	Moray and Valladolid	461	2 96
Do.	Geddes	198	1 27
Do.	Corfu	187	1 20
Do.	Rajamalle	212	1 36
L. Elwell	Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore	848	5 44
Shaw, Wallace & Co.	Adam's Peak	742	4 76
Total			19 48

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before October 10, 1920.

	Rs. c.
N.B.—Private contributions	66 66
Unexpended balance	47 18

Amount to be recovered on account 1919-20 19 48

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, September 28, 1920. Chairman.

Branch Road from Norwood Bridge to Maskeliya and Moray.
(Laxapana Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Laxapana bridge on the 34th mile of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions at the rate of ·0153c. per acre:—

Total acreage, 5,048.

(Revised Estimate No. D 775 sanctioned June 20, 1920.)

Government moiety	Rs. 263·33
Private contributions	Rs. 265·96

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
A. N. Greig	Laxapana, York, and John's land	866	13 33
R. H. Price	Blantyre	239	3 67
Do.	St. Andrews	321	4 93
G. Johnson	Dalhousie	289	4 44
Do.	Situlaganga	143	2 19
A. N. Greig	Suluganga	155	2 37
E. H. Etches	Forres	387	6 0
Uplands Tea Estates Co.	Moray and Valladolid	461	7 9
Do.	Geddes	198	3 4
Do.	Corfu	187	2 87
Do.	Rajamalle	212	3 26
L. Elwell	Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore	848	13 5
Shaw, Wallace & Co.	Adam's Peak	742	11 42
Total			77 66

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before October 10, 1920.

	Rs. c.
N.B.—Private contributions	265 96
Unexpended balance on September 30, 1919	188 30

Amount to be recovered on account 1919-20 77 66

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, September 28, 1920. Chairman.

Barnagala-Pen-y-lan Estate Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the estate representatives interested in the above road will be held on Friday, October 8, 1920, at 2.30 P.M., at the Pen-y-lan club.

Business.

1. To elect a local committee for two years from November 9, 1920.

The local committee to consider and report to the Provincial Road Committee with regard to—

- (a) The names of the estates (with their acreages) which are interested in and which use the road;
- (b) The sections of the road used by these estates;
- (c) The names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

2. To prepare an estimate for the maintenance of the road for the year ending September 30, 1921.

3. Any other business duly brought before the meeting.

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, September 28, 1920. Chairman.

Rattota-Gammaduwa Estate Cart Road.

NOTICE is hereby given that, in terms of "The Estate Roads Ordinance, No. 12 of 1902," a meeting of the Local Committee of the above road will be held on Saturday, October 16, 1920, at Kensington, at 2.30 P.M.

Business.

1. To discuss and frame an estimate for the maintenance of the road for the year commencing October 1, 1920.

2. To consider and report the names of the estates (with their acreages) which are interested in and which use the road, the sections of the road which these estates use, and the names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

3. Any other business of which due notice is given.

Talwatta, WALLACE R. WESTLAND,
Kandy, October 5, 1920. Chairman, Local Committee.

Kadugannawa-Paranapattiya Estate Cart Road.

NOTICE is hereby given that, in terms of "The Estate Roads Ordinance, No. 12 of 1902," a general meeting of the proprietors or resident managers of the estates interested in the above road will be held on Saturday, October 16, 1920, at Kadugannawa Resthouse, at 4 P.M.

Business.

To elect a Local Committee to perform the duties imposed by the Ordinance for two years.

Note.—This meeting should consist of such number of proprietors or resident managers within the district as shall

represent not less than one-third of the acreage. Immediately after election the Local Committee will hold a meeting for the following business:—

1. To discuss and frame an estimate for maintenance for the year commencing October 1, 1920.

2. To consider and report the names of the estates (with their acreages) which are interested in and which use the road, the sections of the road which these estates use, and the names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

3. Any other business of which due notice is given.

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, October 5, 1920. Chairman.

Election of European Member, District Road Committee, Kurunegala.

NOTICE is hereby given that, under the 35th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European Member of the District Committee of Kurunegala for the remainder of the period of 1919-1921, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the North-Western Province at least ten days before the day of election. The election will be held on October 16, 1920, at 2 P.M., at the Kurunegala Kachcheri.

Provincial Road Committee, R. J. BATEMAN,
Kurunegala, October 5, 1920. Secretary.

Election of European Member, District Road Committee, Chilaw.

NOTICE is hereby given that, under the 35th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European Member of the District Committee of Chilaw for the remainder of the period of 1919-1921, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the North-Western Province at least ten days before the day of election. The election will be held on October 26, 1920, at 2 P.M., at the Chilaw Kachcheri.

Provincial Road Committee, R. J. BATEMAN,
Kurunegala, October 5, 1920. Secretary.

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

Particulars of Goods conveyed.	Month ended	Month ended	Increase in 1920.	Decrease in 1920.	Nett Increase or Decrease from October 1, 1919, to July 31, 1920.	
	July 31, 1919.	July 31, 1920.			Increase in 1919 to 1920.	Decrease in 1919 to 1920.
	Tons.	Tons.			Tons.	Tons.
Kerosine oil ..	423	423	—	—	1,586	—
Rubber ..	2,921	5,243	2,322	—	6,784	—
Rice ..	21,257	12,320	—	8,937	12,502	—
Tea ..	9,833	9,548	—	285	4,374	—
Cacao ..	198	211	13	—	—	122
Coconut produce ..	8,494	8,443	—	51	5,858	—
Fruit and vegetables ..	1,976	2,037	61	—	2,145	—
Tea and rubber packing ..	1,533	2,163	630	—	5,943	—
Plumbago ..	492	272	—	220	—	4,399
Bulk petroleum ..	565	682	117	—	471	—
Liquid fuel ..	1,320	1,440	120	—	1,624	—
Manure ..	8,014	8,057	43	—	39,636	—
Other goods ..	29,452	28,428	—	1,024	53,002	—
Railway material (open line)	6,604	10,042	3,438	—	37,571	—
Railway material (extensions)	45	450	405	—	1,257	—
Breakwater material ..	474	1,538	1,064	—	—	1,311
Foreign traffic ..	2,390	2,208	—	182	6,087	—
Total ..	95,991	93,505	8,213	10,699	178,840	5,832

Colombo, September 29, 1920.

G. P. GREENE,
General Manager.

TRADE MARKS NOTICES.

NOTE.—In the following list the numbers in the second column denote the number of the "Ceylon Government Gazette" in which the mark was advertised:—

Trade Marks registered during the Month of September, 1920.

Application No.	Gazette No.	Proprietors.	Class.	Registration No.
1,599	7,112	International General Electric Co., Inc.	13	2,266
1,603	7,112	The Texas Co.	4	2,267
1,775	7,112	The Egyptian Phosphate Co., Ltd.	2	2,268
1,779	7,112	Badham Adolphus Thornhill	40	2,269
1,783	7,112	Vinol, Ltd.	3	2,270
1,760	7,104	Clement Knowles Spencer, trading as Spencer & Co.	42	2,271
1,780	7,113	American Safety Razor Corporation	12	2,272
1,782	7,113	J. & J. Colman, Ltd.	47	2,273
1,604	7,114	The Texas Co.	50	2,274
1,800	7,114	Dodwell & Co., Ltd.	4 & 42	2,275
1,605	7,116	The Texas Co.	17	2,276
1,803	7,116	A. Wander, Ltd.	3	2,277
1,804	7,116	Do.	3	2,278
1,805	7,116	Do.	42	2,279
1,806	7,116	Do.	3	2,280
1,807	7,116	The Clipper Tyre Co., Ltd.	40	2,281
1,728	7,118	G. T. Fulford Co., Ltd.	3	2,282
1,765	7,118	Tootal Broadhurst Lee Co., Ltd.	24	2,283
1,758	7,118	Arthur George Pearson and Harold Barton Pearson, trading as "Pearson Brothers"	38	2,284
1,788	7,118	Louis Siedle, Junior, Frederick Julian Siedle, and Robert Treslove Harridence, trading as "Siedle Bros. & Co."	42	2,285
1,789	7,118	The Colombo Commercial Co., Ltd.	42	2,286
1,799	7,118	The New Colombo Ice Co., Ltd.	44	2,287
1,614	7,079	The Timken Roller Bearing Co.	6 & 7	2,288

Subsequent Proprietors registered during the Month of September, 1920.

NOTE.—The name in italics is that of the former proprietor.

128	6,206	<i>Postum Cereal Co. (a Corporation of the State of Michigan); Postum Cereal Co., Inc. (a Corporation of the State of Delaware)</i>	42	848
469	6,386	Do.	42	1,177

Trade Marks renewed during the Month of September, 1920.

Application No.	Gazette No.	Proprietors.	Class.	Registration No.
—	6,146	Geo. H. Macy & Co.	42	760 to 776 (inclusive)
—	6,149	Do.	42	777 to 796 (inclusive)

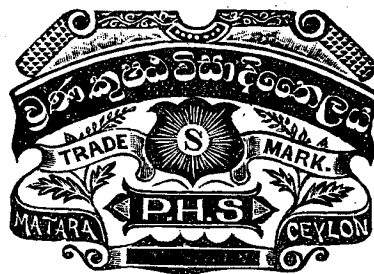
Trade Marks removed from the Register during the Month of September, 1920, through Non-payment of Renewal Fees.

—	5,156	Whittall & Co.	42	47
—	6,128	Johnstone Sadler & Co., Ltd.	43	688
—	6,130	Harrisons & Crosfield, Ltd.	42	696
—	6,130	Do.	42	697
—	6,130	Do.	42	698
—	6,135	Neophone, Ltd.	8	705

Registrar-General's Office,
Colombo, October 6, 1920.

F. BARTLETT,
Registrar-General.

Application No. 1,845.
IN compliance with the provisions of "The Trade Marks Ordinance 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Punchi Hewage Sadiris Appu of Ratnapura, Native Medical practitioner, 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 a medicinal oil in Class 3 in the Classification of Goods in the above-mentioned Rules:—



The essential particular of the Trade Mark is the distinctive label. The translation of the Sinhalese characters appearing on the mark is "A medicinal oil that cures serpent bites, sores, itch, &c."

Registrar-General's Office,
Colombo, September 29, 1920.

F. BARTLETT,
Registrar-General.