



# Ceylon Government Gazette

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## Part I.—General.

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

	PAGE		PAGE		PAGE
Minutes by the Governor ..	—	Vital Statistics ..	2476	Patents Notifications ..	2517
Proclamations by the Governor ..	2463	Miscellaneous Departmental Notices ..	2513	Trade Marks Notifications ..	2521
Appointments, &c., of Registrars ..	2464	Abstracts of Season Reports ..	—	Local Board Notices ..	2518
Government Notifications ..	2465	Sales of Arrack and Toll Rents ..	2516	Road Committee Notices ..	2519
Revenue and Expenditure Returns ..	2466	Sales of Salt and Timber ..	2514	Unofficial Announcements ..	2477
Currency Commissioners' Notices ..	—	"Excise Ordinance" Notices ..	2516	Specifications under "The Irrigation Ordinance" ..	—
Notices calling for Tenders ..	2472	Proceedings of Municipal Councils ..	2517	Meteorological Returns ..	<i>Supplement</i>
Contracts for Supplies of Stores ..	—	Notices to Mariners ..	—	Books registered under Ordinance No. 1 of 1885 ..	<i>Supplement</i>
Sales of Unserviceable Articles, &c. ..	2475	Returns of Imports ..	2513		
		Railway Traffic Returns ..	—		

### PROCLAMATIONS BY THE GOVERNOR.

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

#### PROCLAMATION.

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

W. H. MANNING.

KNOW Ye that We, the Governor of Ceylon, in the exercise of the powers vested in Us by section 32 of "The Pawnbrokers' Ordinance, 1893," do, by this Our Proclamation, appoint that the said Ordinance shall have effect within the limits of the District of Kegalla set forth in the schedule hereto as from and after the date hereof.

Given at Colombo, in the said Island of Ceylon, this Fourth day of October, in the year of our Lord One thousand Nine hundred and Twenty.

By His Excellency's command,

GOD SAVE THE KING.

GRAEME THOMSON,  
Colonial Secretary.

#### SCHEDULE.

##### Limits of Kegalla District.

North and north-west : The southern boundary of North-Western Province.  
North-east and east : The western boundary of Central Province.

South and south-west : Northern boundary of Ratnapura District.  
West : The eastern boundary of Colombo District.

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

PROCLAMATION.

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

W. H. MANNING.

WHEREAS by section 1 of "The Local Government Ordinance, No. 11 of 1920," it is enacted that the said Ordinance shall come into operation on a day to be fixed by the Governor in Executive Council by Proclamation in the *Government Gazette*:

Know Ye that We, the Governor in Executive Council, in exercise of the powers vested in Us as aforesaid, do hereby appoint that "The Local Government Ordinance, No. 11 of 1920," shall come into operation as from and after the date hereof.

Given at Colombo, in the said Island of Ceylon, this Thirteenth day of October, in the year of our Lord One thousand Nine hundred and Twenty.

By His Excellency's command,

GRAEME THOMSON,  
Colonial Secretary.

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 358 of 1920.

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

Mr. A. N. HUTT to the office of Assistant Controller of Revenue, and to be, in addition to his own duties, Secretary to the Food Controller, with effect from October 11, 1920, until further orders.

Mr. A. L. CROSSMAN to act as Deputy Commissioner of Stamps, *vice* Mr. H. E. BEVEN, with effect from October 19, 1920, until resumption of duties by that officer or until further orders.

Mr. B. V. CASPERSZ to be, in addition to his own duties, a Manager of the Association of Public Officers of the Crown in Ceylon for purposes of Mutual Guarantee, with effect from October 13, 1920, until further orders.

Mr. G. F. FORREST to the office of District Judge, Commissioner of Requests, and Police Magistrate, Anuradhapura, with effect from October 13, 1920, until further orders.

Mr. A. ONDAATJE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, *vice* Mr. V. P. REDLICH, on October 13 and 14, 1920, or until the resumption of duties by that officer.

Mr. V. J. COOKE to act as Commissioner of Requests and Police Magistrate, Chilaw and Marawila; Additional District Judge, Chilaw; and Assistant Superintendent of the Chilaw Jail, *vice* Mr. L. L. HUNTER, from October 9 to 13, 1920, or until the resumption of duties by that officer.

Mr. B. L. DRIEBERG to act as Commissioner of Requests and Police Magistrate, Avissawella, *vice* Mr. S. H. WADIA, from October 11 to 16, 1920, or until the resumption of duties by that officer.

Mr. H. J. M. WICKRAMARATNA to act as Commissioner of Requests and Police Magistrate, Balapitiya, *vice* Mr. N. M. BHARUCHA, on October 15, 1920, or until the resumption of duties by that officer.

Mr. F. N. DANIELS to act as Commissioner of Requests and Police Magistrate, Kurunegala, *vice* Mr. A. N. STRONG, from October 14 to 17, 1920, or until the resumption of duties by that officer.

Mr. L. W. DE SARAM to act as Additional Police Magistrate, Colombo, Negombo, and Avissawella, and Additional Commissioner of Requests, Avissawella, *vice* Mr. R. B. NAISH, on October 9 and 15, 1920.

Mr. C. CULANDAIVELU to act as Additional Commissioner of Requests, Point Pedro, on October 23, 1920.

Mr. O. T. NETTELTON to be an Official Member of the Board of Improvement, Nuwara Eliya, *vice* Mr. R. A. POWELL.

Mr. J. A. MORAES to be an Official Member of the Local Board of Trincomalee, *vice* Mr. J. M. ADAM.

Mr. D. M. R. DISSANAYAKE to be an Inquirer for Palispattu West korale in the District of Kandy.

Mr. S. SUPPIAH to be an Inquirer for the Buttala-Wedirata korale of the Buttala division in the District of Badulla, *vice* Mr. CHARLES SILVA, resigned.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, October 14, 1920. Colonial Secretary.

No. 359 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments, with effect from October 14, 1920, during the absence of Mr. C. E. DE PINTO on leave, or until further orders:—

Mr. M. K. T. SANDYS to act as Office Assistant to the Government Agent, Province of Sabaragamuwa.

Mr. T. SAM DE SILVA to act as Extra Office Assistant, Ratnapura Kachcheri.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, October 14, 1920. Colonial Secretary.

No. 360 of 1920.

IT is hereby notified that Mr. F. G. TYRRELL will cease to exercise the duties of the offices of District Judge, Commissioner of Requests, and Police Magistrate, Anuradhapura, with effect from October 12, 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. TYRRELL to be, in addition to his own duties, Additional District Judge and Additional Commissioner of Requests and Police Magistrate, Anuradhapura, with effect from October 13, 1920, until further orders.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, October 13, 1920. Colonial Secretary.

No. 361 of 1920.

THE under-mentioned gentlemen having been appointed, subject to the approval of the SECRETARY OF STATE FOR THE COLONIES, to be Cadets on the Civil Establishment of the Colony, with effect from October 18, 1920, HIS EXCELLENCY THE GOVERNOR has been pleased to order that they be attached to the Kachcheries noted against their names:—

Mr. R. ALUWIHARE, Jaffna Kachcheri.  
Mr. C. E. ARNDT, Anuradhapura Kachcheri.  
Mr. R. Y. DANIEL, Galle Kachcheri.  
Mr. D. B. SENEVIRATNE, M.M., Batticaloa Kachcheri.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, October 13, 1920. Colonial Secretary.

No. 362 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 6 (2) of Ordinance No. 1 of 1920, to nominate Lady BERTRAM to be a Member of the Board of Education for a period of three years from October 15, 1920, *vice* Mrs. B. W. LEEFE, resigned.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, October 11, 1920. Colonial Secretary.

No. 363 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned persons to be Assessors for the town of Nuwara Eliya for the year

1921, under the provisions of section 5 of Ordinance No. 7 of 1866:—

Mr. T. K. BEVEN.  
Mr. N. CANAGANAYAM.  
Mr. R. SIVAGNANAM.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, October 9, 1920. Colonial Secretary.

No. 364 of 1920.

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

Mr. H. S. PEIRIS.  
Mr. S. D. AARON.  
Mr. P. S. MARIKAR.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, October 12, 1920. Colonial Secretary.

No. 365 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. TUDOR ABRAHAM PERERA, of Panadura, to be a Notary Public at Panadura and throughout the judicial division of Panadura, and to practise as such in the English language.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, October 13, 1920. Colonial Secretary.

No. 366 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DON CHRISTOPHER WANASINGHE SENANAYAKE, of Meetiya-goda, Ambalangoda, to be a Notary Public throughout Wellaboda pattu of Galle District, with residence and office at Meetiya-goda, and to practise as such in the Sinhalese language.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, October 13, 1920. Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. JOHN RICHARD WEERASEKERA as additional Registrar of Lands, Kurunegala District, with effect from October 1, 1920.

Mr. E. R. DE SILVA to be an Additional Assistant Provincial Registrar of Births and Deaths, and of Marriages (General) of the Colombo District of the Western Province, with effect from October 1, 1920. His office will be at the Registrar-General's Office.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, October 12, 1919. Colonial Secretary.

HIS EXCELLENCY THE GOVERNOR has been pleased to confirm DASANAYAKA MUDIYANSELAGE KIRI MUDIYANSE in his appointment as Registrar of Births and Deaths of Udapola Otota korale division, and of Marriages (Kandyan and General) of Dambadeni hatpattu division in the Kurunegala District of the North-Western Province. His office will be at Talahentennewatta in Haliyalle.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, October 9, 1920. 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 HENRY PATHMAPERUMA to act as Registrar of Births and Deaths of Waga division, and of Marriages (General) of Meda pattu of Hewagam korale division, in the Colombo District of the Western Province, for two days from October 14, 1920, during the absence of the Registrar, DON ARON PATHMAPERUMA, on leave. His office will be at Bogahawatta in Galagedara.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON THOMAS RUPESINGHE to act as Registrar of Births and Deaths of Degamboda division, and of Marriages (General) of Gangaboda pattu of Siyane korale east division, in the Colombo District of the Western Province, for two days from October 15, 1920, during the absence of the Registrar, JOSEPH PEIRIS WICKRAMARATNE, on leave. His office will be at Millagahawatta in Kospitiyane.

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 fourteen days from October 13, 1920, during the absence of the Registrar, G. A. AMARASEKARA, on leave. His office will be at Ganegewatta in Angagoda.

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 seven days from October 7, 1920, during the absence of the Registrar, C. G. KANDAMBY, on leave. His office will be at Inginigahahena in Angulmaduwa; additional office: Ambagahawatta in Kudahilla.

The Additional Assistant Provincial Registrar, Hambantota, has appointed JOHN FREDRICK DISSANAYKA to act as Registrar of Births and Deaths of Nakulugamuwa division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for six days from October 11, 1920, during the absence of the Registrar, D. C. DISSANAYAKA, on leave. His office will be at Walawwewatta in Nakulugamuwa.

The Provincial Registrar, Northern Province, has appointed RAMANATAR PONNAMPALAM VIRASINGAM to act as Registrar of Marriages (General) of Valikamam West division, in the Jaffna District of the Northern Province, for two weeks from October 7, 1920, during the absence of the Registrar, J. N. SANTIRASEKARAR, on leave. His office will be at Santirasekaramutaliyarvalavu in Matakal.

The Provincial Registrar, Northern Province, has appointed AIYATTURAI PONNUCHCHAMY to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for two days from

October 8, 1920, during the absence of the Registrar, V. M. MUTTUKUMARU, on leave. His office will be at Hemakuda in Nallur.

The Assistant Provincial Registrar, Mannar, has appointed ANTONY MOTTAM PETURU to act as Registrar of Births and Deaths of Nanaddan East division No. 1, and of Marriages (General) of Nanaddan division, in the Mannar District of the Northern Province, for thirty days from October 10, 1920, during the absence of the Registrar, A. M. SANTROKU, on leave. His office will be at the Registrarvalavu in Sirukkandal.

The Assistant Provincial Registrar, Mullaittivu, has appointed SUBASINHA MUDIYANSELAGE KAPPURUHAMI MADUKANDA to act as Registrar of Marriages (General) of Vavuniya South division, in the Mullaittivu District of the Northern Province, for thirty days from October 1, 1920, during the absence of the Registrar, K. KAPPURALA, resigned. His office will be at Madukanda, Vavuniya.

The Provincial Registrar, Anuradhapura, has appointed SUPPAR MURUGAPPER PASUPATHY to act as Registrar of Marriages (General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province, for thirty days from October 14, 1920, during the absence of the Registrar, S. N. SITTAMPALAM, on sick leave. His office will be at Sittampalam's road, Anuradhapura town.

The Assistant Provincial Registrar, Anuradhapura, has appointed DINGIRI BANDA RAJAPAKSA to act as Registrar of Births and Deaths of Kalagam korale north division, and of Marriages (General) of Kalagam palata division, in the Anuradhapura District of the North-Central Province, for fifteen days from October 15, 1920, during the absence of the Registrar, S. B. RATWATTE, on leave. His office will be at Kalawewa Walawwa in Kalawewa.

The Assistant Provincial Registrar, Uva, has appointed TIKIRI WANNI UNNEHELAGE APPUHAMY to act as Registrar of Births and Deaths of Mahawedirata division, and of Marriages (General) of Wellassa division, in the Badulla District of the Province of Uva, for thirty days from October 1, 1920, during the absence of the Registrar, T. W. W. BANDA, on leave. His office will be at Gamagegera Kandandapanguwa.

Registrar-General's Office  
Colombo, October 13, 1920.

F. BARTLETT,  
Registrar-General.

IT is hereby notified that HERAT MUDIYANSELAGE JAMES APPUHAMY, Registrar of Births and Deaths of Gilimale division, and of Marriages (General and Kandyan) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, will, with effect from October 1, 1920, hold his office at Gamageowita in Gilimale, instead of at Ganeowita in Gilimale as notified in the *Government Gazette* No. 6,630 of June 19, 1914.

Registrar-General's Office,  
Colombo, October 13, 1920.

F. BARTLETT,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

“THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1920.”

IT is hereby notified for general information that His Excellency the Governor, acting under the provisions of clause 20 (2) of the above Order, has been pleased to nominate the under-mentioned gentlemen to be a Board to advise and assist the Registering Officer for the Burgher Electorate in preparing the Register of Voters of that electorate:—

Mr. Arthur Alvis.

Mr. C. E. de Vos.

Mr. J. R. Grenier, K.C.

Colonial Secretary's Office,  
Colombo, October 13, 1920.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

THE attached circular despatch dated September 7, 1920, from the Secretary of State for the Colonies is published for general information.

Colonial Secretary's Office,  
Colombo, October 10, 1920.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

*Circular.*

Downing street, September 7, 1920.

SIR,—WITH reference to Mr. (now Viscount) Harcourt's circular despatch of the 3rd of July, 1912, and my circular despatch of the 24th of November last, I have the honour to transmit to you a copy of a Notification which has been issued from the Lord Chamberlain's Office defining the occasions when Orders, Miniature Decorations, and Medals are worn with Evening Dress.

I am, &c.,  
MILNER.

Lord Chamberlain's Office,  
Buckingham Palace, June 4, 1920.

**Wearing Orders, Miniature Decorations, and Medals with Evening Dress.**

By His Majesty's Command the Regulations issued in June, 1912, defining the occasions when Orders, Miniature Decorations, and Medals are worn with Evening Dress, are cancelled.

In future, Knights Grand Cross and Knights Commanders on all occasions, when wearing the Stars of their Orders, will also wear a Riband and Badge.

The following are the occasions upon which Orders, Miniature Decorations and Medals are to be worn with Evening Dress, viz. :—

1. At all Parties and Dinners when the Members of the Royal Family referred to in the attached list are present.

(The host should notify his guests if any of these Members of the Royal Family will be present.)

2. At all Parties and Dinners given in houses of Ambassadors and Ministers accredited to this Court, unless otherwise notified by the Ambassador or Minister concerned.

(A Decoration of the Country concerned should be worn in preference to a British one, and if both are worn, the former should take precedence of the latter.)

3. At all Official Dinners and Receptions, including Naval and Military Dinners, Dinners of City Livery Companies, and Public Dinners.

(The word "Decorations" on the invitation card to be the intimation from the host that the entertainment is an Official one.)

4. On Official Occasions when entertained by—  
The Lord Lieutenant of a County within his County.  
Cabinet Ministers.  
Ex-Cabinet Ministers.  
Knights of the Order of the Garter.

Knights of the Order of the Thistle.  
Knights of the Order of St. Patrick.  
Great Officers of State and of the King's Household.  
Lord Mayors and Mayors.  
Lord Provosts and Provosts.

(The word "Decorations" on the invitation card to be the intimation from the host that the entertainment is an Official one.)

Nothing in the above shall affect in any way the practice of the Knights of the Orders of the Garter, Thistle, and St. Patrick, and Members of the Order of Merit with regard to wearing their Insignia in accordance with previous custom.

List of Members of the Royal Family referred to above :—

Their Majesties—  
The King and Queen.  
Queen Alexandra.  
Their Royal Highnesses—  
The Prince of Wales.  
Prince Albert.  
Princess Mary.  
The Princess Royal.  
Princess Victoria.  
The Duke of Connaught.  
Princess Christian.  
Princess Louise, Duchess of Argyll.  
Princess Beatrice.  
The Duchess of Albany.  
Prince and Princess Arthur of Connaught.  
Princess Alice, Countess of Athlone.

HIS Excellency the Governor has been pleased, with the approval of the Secretary of State for the Colonies, to order that gentlemen employed in banks and mercantile firms may be allowed to present themselves for examination in the vernacular languages—Sinhalese and Tamil—at the Government Civil Service Examinations on the following conditions :—

(i.) Candidates should make their applications to the Colonial Secretary, who will arrange for their examination.

(ii.) The application, if from an Assistant in a bank or firm, should be supported by a certificate from the Manager of the bank or from the Head of the firm signifying his desire that the candidate should be allowed to appear at the examination. The Colonial Secretary may refuse any application which in his opinion should not be granted.

(iii.) In submitting his application each candidate must forward to the Colonial Secretary a fee of Rs. 16. The fee will be refunded if the application is rejected.

2. The Government Civil Service Examinations, which take place in the Legislative Council Chamber, are held quarterly, generally in the third week of January, April, July, and October, and candidates must send in their names not later than the last day of December, March, June, or September, as the case may be. The exact dates of the examinations will be notified from time to time in the *Government Gazette*.

3. The Notification dated November 11, 1910, published in *Government Gazette* of the same date is cancelled.

Colonial Secretary's Office,  
Colombo, October 12, 1920.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

IT is hereby notified that a license to import explosives into Ceylon during the current year has been issued to Mr. S. D. H. M. Yoosooof, of 17, Third Cross street, Colombo.

Colonial Secretary's Office,  
Colombo, October 13, 1920.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

IT is hereby notified that the following candidates have passed the examination held on August 26, 1920, and following days, for admission to Class II., Grade III., of the Clerical Branch of the Public Service:—

Name.	Address.	Name.	Address.
Abeyakoon, M. J. W. F.	Prince of Wales's College, Moratuwa	Niles, R. N. N.	Registrar-General's Office, Colombo
Abeysirwardena, S. D. A.	District Court, Ratnapura	Perera, E.	The Grotto, 2nd Division, Maradana
Adams, C.	Christ Church English School, Matale	Perera, U. L.	Kotugoda, Ja-ela
Amerasinghe, W. E. P.	Food Production Department, Colombo	Pillainayagam, E. J.	Chundic illy, Jaffna
Arasasingham, S. A.	Alvay North, Point Pedro	Ponnambalam, V.	Jaffna Hindu College, Jaffna
Carthigaser, T.	9, Gregory road, Kandy	Rajadurai, G.	Manipay Hindu College, Manipay
Chellapillai, C.	Fiscal's Office, Batticaloa	Ramanathan, E.	Irrigation Department, Trincomalee
Cooray, N. A.	Provincial Registrar's Office, Colombo	Ratnaike, A. T.	Education Office, Colombo
De Silva, E. A. A.	The Kacheheri, Matale	Retnasabhapati, A.	Office of Registrar of Motor Cars, Colombo
De Silva, K. S.	Office of the Inspector-General of Police, Colombo	Saverimuttu, M.	St. Benedict's College, Colombo
Ekanayaka, E. W.	Police Office, Kegalla	Senaratna, E. E. de S.	Education Office, Colombo
Felix, M.	Care of Mr. B. Mariampillai, Teacher, 1st Cross street, Jaffna	Senaratna, D. J. P.	H. M. Customs, Colombo
Fernando, M. L.	Registrar-General's Office, Colombo	Sivaswamy, P. S.	Education Office, Colombo
Fernando, S. B.	Port Commission Office, Colombo	Solomons, E. J. W.	Colombo Municipality
Fernando, W. P.	Education Office, Colombo	Somasundaram, C.	94A, 3rd Division, Maradana
Ganapathippillai, A.	Excise Office, Jaffna	Somasundara Aiyer, S.	The Kacheheri, Jaffna
Gunasekera, V. P. W.	Westland House, Panadure	Thetchnamurthy, A.	Excise Office, Batticaloa
Iyer, S. U. M.	37, Panchikawatta road, Maradana	Theruvelangam, M. S.	Principal Civil Medical Officer's Office, Colombo
Jayasinghe, J. A.	Excise Office, Colombo	Thirunavukkarasu, S.	Government Stores, Colombo
Jeremiah, G.	Violet Cottage, Francis road, Maradana	Tisseverasingha, A. B.	Land Settlement Office, Colombo
Karawita, D. L. P.	Registrar-General's Office, Colombo	Vaidyalingam, A.	Manipay Hindu College, Manipay
Karunaratna, C. W.	Loan Board, Colombo	Vraspillai, S.	Registrar-General's Office, Colombo
Kreitzschheim, C. S.	278, Vihare lane, Wellawatta	Weerackody, H. C.	Government Stores, Colombo
Loftus, T. E. D.	General Treasury, Colombo	Weeraratna, D. M. P.	Maggonas
Mottau, S. A. W.	Colonial Secretary's Office, Colombo	Weerlegama, L.	Land Registry, Kandy
Mudannayaka, P. A. P.	Provincial Surgeon's Office, Badulla	Wijesinha, C. B.	District Court, Nuwara Eliya
Naganathan, R. V.	Police Court, Avissawella	Wijesundera, A. E. D'S.	16, Lake road, Katukelle, Kandy
		Wijetunga, T. A.	District Court, Kurunegala
		Wirasekera, D. R.	Registrar-General's Office, Colombo

2. The above-named, except those who are already in Government Service, will furnish the Colonial Secretary, as soon as possible, with a certificate from a Government Medical Officer as to their physical fitness for service in any part of the Island.

Colonial Secretary's Office,  
Colombo, October 15, 1920.

By His Excellency's command,

GRAEME THOMSON,  
Colonial Secretary.

"THE HOUSING AND TOWN IMPROVEMENT ORDINANCE, NO. 19 OF 1915."

NOTICE is hereby given that, in pursuance of the powers committed to him by section 30 of "The Housing and Town Improvement Ordinance, No. 19 of 1915," His Excellency the Governor has been pleased to order that a Board of Improvement Commissioners be appointed for the Municipal limits of the town of Kandy, to be designated the Kandy Board of Improvement Commissioners, and to consist of the following persons:—

The Hon. Mr. W. L. Kindersley.  
The Hon. Mr. Charles van der Wall.  
Dr. Allan de Saram.

Mr. P. M. Bingham.  
Mr. L. H. S. Pieris.  
Dr. J. W. S. Attygalle.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, October 13, 1920.

GRAEME THOMSON,  
Colonial Secretary.

"THE VEHICLES ORDINANCE, NO. 4 OF 1916."

PROVISO made by His Excellency the Governor in Executive Council to special by-law 22 of the special by-laws made under section 22 of "The Vehicles Ordinance, No. 4 of 1916," and published in the *Government Gazette* by Proclamation dated December 14, 1916:—

Provided that His Excellency the Governor may issue a license authorizing the use of a lorry of larger dimensions and weight, and subject to such condition as His Excellency may prescribe.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, October 14, 1920.

GRAEME THOMSON,  
Colonial Secretary.

## "THE EXCISE ORDINANCE, No. 8 OF 1912."

## Excise Notification No. 115.

THE brands of spirit appearing in the schedule annexed hereto have been approved by the Excise Commissioner under the powers vested in him by Excise Notification No. 76, published in the *Ceylon Government Gazette* No. 6,953 of June 28, 1918, under the provisions of section 24 of "The Excise Ordinance, No. 8 of 1912," and it is hereby notified that Excise Notifications Nos. 72, 81, 84, 86, 92, 98, 102, 104, and 114 are cancelled as from and after October 1, 1920, and no brands other than those appearing in the schedule hereto can be sold or offered for sale from and after the said October 1, 1920.

All licensees are hereby required to have a printed copy of this Notification hung up in a conspicuous place in their licensed premises.

Colonial Secretary's Office,  
Colombo, October 13, 1920.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

## Approved Brands of Foreign Spirits.

Whisky.		Name of Manufacturer or Shipper.	Brand.
Name of Manufacturer or Shipper.	Brand.	Name of Manufacturer or Shipper.	Brand.
Mackie & Co., Ltd.	White Horse Cellar	W. A. Gaines & Co.	Old Bourbon
Do.	Laird O'Logan	Cutler, Palmer & Co.	Napier Johnstone's
Do.	Extra Special Dry Liqueur	Do.	Special Blend
Do.	Clear	Robert Brown & Co., Ltd.	Old Liqueur
Do.	Special Reserve	Do.	Four Crown
John Dewar & Sons, Ltd.	White Label	Do.	House of Lords
Do.	Extra Special	W. & A. Gilbey, Ltd.	Strathmill
Do.	Special	Do.	Spey Royal
Gilmour Thomson & Co., Ltd.	Scotch Cream	Do.	F. O. B.
Do.	Royal Blend, 3 Stars	Do.	Three Gees
Do.	Glencadam	Do.	Provost
Do.	Royal Blend, 1 Star	John Walker & Son, Ltd.	Johnnie Walker (white label)
Do.	Thomson's Liqueur	Do.	do. (red label)
Do.	Scotch Mist	Do.	do. (black label)
Do.	Glen Eldon	Slater, Rodger & Co.	Huntley Blend
Do.	O'Connor's Irish	Do.	V. S. O.
Do.	Cargills' Special	Do.	Culdearn
Do.	Cargills' Polo	Do.	Ben Ross
Do.	Galle Face Hotel Special	D. & J. McCallum	Perfection
Do.	Queen's Hotel Special	A. & A. Crawford	Special Reserve
Jas. Buchanan & Co., Ltd.	Black and White	Do.	Liqueur
Do.	Red Seal	John & Robert Harvey & Co.	Gold Label
J. & G. Stewart, Ltd.	Usher's Green Stripe	Do.	Special
E. & J. Burke, Ltd.	Lawson's Liqueur	John Robertson & Co.	Craignish
Do.	Burke's 3 Stars	Chas. Blundell & Co.	Cabinet
Stirling Bonding Co.	U. K. Malt	Hiram Walker & Sons	Canadian Club
Innes & Grieve, Ltd.	Uamvar	James Munro & Son, Ltd.	No. 1
Stenhouse, Ltd.	Liqueur	Do.	Cleopatra
Robt. Crawford & Co.	C. C. C.	G. R. Mackenzie, Ltd.	Clan Mackenzie
Bernard & Co.	Encore	Messrs. David Heilbron & Sons	King's Liqueur
John Robertson & Son, Ltd.	Bencally	Mitchell Bros.	C. B. (Special Reserve)
Alexander & Macdonald	Cargills' Royal Sovereign	Do.	MacGregor's (do.)
Do.	Cargills' Own Blend	J. G. Turney & Sons	Tee Tee
Robertson & Baxter, Ltd.	Cargills' Club Special	Do.	Yellow Label
Do.	Cargills' D. G. M.	J. Brown & Co.	Day and Night
John Jamieson & Sons	3 Stars	Do.	Commodore
Dent, Urwick & Yeatman	Miller's Special Highland	Do.	Brown's Special
Do.	Miller's 12-year Old	Do.	J. B. & Co.
Do.	Miller's Old Blended Malt	Anderson & Shaw, Ltd.	Challenge
Do.	Miller's Heather Blend	Do.	Grand Liqueur Challenge
Do.	Diabetic	Mitchell Bros., Ltd.	Heather Dew
Do.	Lagavulin	Wright & Greig, Ltd.	Roderick Dhu
Do.	Centaur	The Fettercairn Distillery Co.	Fettercairn
Distillers Co., Ltd.	Very Old Special (D. C. L.)	Chivas Bros.	Royal Glendee
Do.	Cambus	J. Robertson Sanderson & Co., Ltd.	Club Blend
Do.	Royal Bachelors' Club	Do.	Mountain Dew
Do.	King Edward VII.	Jas. Lyle, Ltd.	University Blend
Do.	Highland Nectar	P. Mackenzie & Co.	Fine Old Highland
Do.	King George IV. (gold label)	R. Thorne & Son, Ltd.	Old Vat No. 4
Do.	do. (cream label)	Do.	O. G.
Do.	Green Triangle	Do.	Scotch Whisky
Peter Dawson & Sons	Perfection	A. & B. Mackay, Ltd.	A. B. M.
Do.	Extra Special	Thomson, Marshall & Leaf	Leaf's Whisky
R. Blair & Son	Clach-na-Cudain	Adet, Seward & Co.	Beehive
James Watson & Sons	No. 10	McConnell's Distillery, Ltd.	O. O. Old Orkney
Scott, Leslie & Co.	Glen Mar	Chas. Kinloch & Co., Ltd.	Red and Black
Wm. Sanderson & Co.	Vat '69	D. & G. McLaren, Ltd.	Blue Label
D. Crawford & Sons	Red Star	W. Lusk & Co.	North Star
J. & G. Stewart	Gold Medal	A. & R. Vannan, Ltd.	Brig O'Turk
G. Bach	Diabetic	Moses Risk & Sons	Risks

Name of Manufacturer or Shipper.	Brand.	Name of Manufacturer or Shipper.	Brand.
Chas. McKinley & Co.	McKinley's V. O. B.	E. Cusenier Fils Aine & Cie.	Marie Antoinette Authier fils et Cie
Do.	McKinley's Special	Do.	Marie Theresa
Alex. McDonald & Co.	Sandy McDonald	Do.	Crown Brand
Haig & Haig	"5 Star" Liqueur Whisky	Do.	A. I.
Train & McIntyre, Ltd.	Ferndale	Do.	*** Antoine Edouard
Do.	Veteran	Courvoisier, Ltd.	1848 (Liqueur)
Do.	Grey Label	Do.	1875 Liqueur Brandy
Brown & Pank	Golden Crown	Do.	1851 Liqueur Brandy
Slater Róger & Co.	Ben Dearg	Rouyer, Guillet & Co.	Cargills' Red Cross
W. H. Chaplin & Co., Ltd.	Horse Shoe	Do.	Cargills' Red Seal
Do.	Phoenix	Do.	Coront
Do.	Red Cross	Do.	Monkey
Do.	Special Blend Finest Old Scotch Whisky	Do.	Gold Leaf
G. & J. MacLachlan, Ltd.	Iona	Do.	Fine Pale Cognac 3 Star Brandy
Slater Rodgers & Co.	Rodgers' Whisky	Do.	Montresor et Fils
R. Thorne & Sons	Very Old Scotch Whisky Special	Do.	Belfry Brand Extra Special No. 1
Dailuaine Taliskar Distilleries, Ltd.	The Talisker	Do.	Peacock Brand
Ben Nevis Distillery	Long John	Do.	Lablache
John Haig & Co.	Glenleven	Henry Dowden & Ed. Young & Co., Ltd. (England)	Cargills' Blue Cross
Do.	Gold Label	Do.	Cargills' Blue Seal
Do.	Special Reserve	Joshua Bros.	Boomerang
Do.	Dimple Scots	Milne & Co.	3 Stars
Wm. Greer & Co., Ltd., Glasgow	"O. V. H." Old Scotch Whisky	Penfold & Co.	Pale
Robinson Sproul & Co.	Fine Old Highland Whisky	G. E. Hudson & Sons	Centaur Brand
Ledger Sons & Co.	Isle of Skye Brew of Whisky	Do.	Liqueur 30 years old
Howell & Co.	Engleneuk	Do.	Liqueur 20 years old
John E. Mc Pherson & Sons	Cluny	Pontal, Dingwall & Morris (London Agents)	Elephant C.B.
John Begg	Royal Lochanager	Martell & Co.	1 Star and 3 Stars
William Grant & Sons, Ltd.	Grant's "Best Procurable" Scotch Whisky	Cazalis & Prat	Elephant Brand
Do.	Grant's "Liqueur" Scotch Whisky	Do.	Le Coq d'Or
Do.	Grant's "Stand Fast" Scotch Whisky	Do.	Marie Louise
John Hopkins & Co., Ltd.	"Glen Garry" Very Old Scotch Whisky	Do.	Rose Marie
Ainslie Baillie & Co.	Roy 1 Edinburgh	Do.	Renie Alice
Do.	Glenlion	Do.	Vieux Qualite Superieur
E. Vaughan-Jones	The Standard Scotch Whisky	Do.	Eau de Vie Vieille
The Fife Whisky Co.	The Fife Whisky	Chas. Jobit & Co.	Grape Brandy
J. P. O'Brien & Co., Ltd.	Cargills' Extra Special	Do.	Burden XXX.
Do.	G. O. H. Spécial	Associated Vineyard Cultivators' Co.	Beehive
Do.	B. L. Gold Label	Manuel Chaves	Blue Cross
S. H. Day & Co.	S. H. Day & Co., Whisky	Guy Gantier & Co.	Chardon (white label)
D. Carnegie & Co.	Carnegie's "Liqueur" Scotch Whisky	Do.	do. (green label)
		Do.	3 Diamonds
		Do.	3 Stars
		A. Staub & Co.	Lighthouse
		Do.	3 Stars
		Do.	Lombard
		Do.	Three Medals
		Do.	La Sovereign d'Or
		Do.	"A. Staub & Co."
		E. Blanchy & Co.	1 Star
		P. J. de Tenat & Ed. de Georges	Comte de Bargelor
		Do.	Aero d'Or
		Geo. Sayer & Co.	Cognac & London
		Lucien Foucauld & Co.	White Anchor
		Do.	Crown Liquor 5 Stars
		Do.	Gold Label
		Adet, Seward & Co.	Big Vat
		Do.	Beehive Brandy
		Chastenet Freres	Chastenet Brandy
		J. G. Monnet & Co.	U. V. P. Three Star Brandy
		Do.	Liqueur Brandy, V. S. O. P.
		Brown & Pank	Longenek Brandy
		Boutiller Briand & Co.	No. 1
		Do.	Star
		Do.	Phoenix
		Do.	Edgar Remy & Co.
		Do.	Roubilliac & Co.
		Justerini & Brooks	Liqueur Brandy 25 years old
		Do.	Liqueur Brandy 60 years old
		Gross Herimanos	Elephant
		E. Merlin Fils & Co.	E. Merlin, Fils & Co. * * *

## Brandy.

Jas. Hennessy & Co.	1 Star
Do.	3 Stars
John Exshaw & Co.	No. 1
Do.	No. 2
Hanappier & Co.	1 Crown
Do.	1 Star
Do.	2 Stars
Do.	3 Stars
Do.	Champagne Cognac
Do.	Mathusalem
Do.	Extra Grande Vieux
E. Cusenier Fils Aine & Cie.	Grande Supreme
Do.	La Rupee d'Or Authier fils et Cie
Do.	La Rupee d'Argent Authier fils et Cie
Do.	La Rupee de Bronze Authier fils et Cie
Do.	1858 (Liqueur)
Do.	5 Crowns
Do.	Monnot
Do.	St. George
Do.	Vieille Eau de Vie
Do.	Vieille Eau de Vie Marie Louise
Do.	3 Crowns



Name of Manufacturer or Shipper.	Brand.	Name of Manufacturer or Shipper.	Brand.
J. Prunier & Co.	.. Tower Brandy	Chas. Tanqueray & Co.	.. Unsweetened
M. Tiffon & Co.	.. Liqueur Brandy	Do.	.. Old Tom
Barnett & Fournier	.. Double Seal Fine Old Brandy	Coates & Co.	.. Plymouth
Dureuille Freres	.. La Regina d'Or Brandy	J. & W. Nicholson & Co., Ltd.	.. Dry
Barbet & Fournier	.. M. Bertram & Co.	Do.	.. Old Tom
Do.	.. Raymond Filis	Robert Burnett & Co., Ltd.	.. Dry
Ev. Vignier & Co.	.. U.V.P. Red Hart No. 1	Do.	.. Old Tom
Otard Dupuy & Co.	.. Cognac Brandy "1 Star"	E. & J. Burke, Ltd.	.. Dry
Do.	.. Cognac Brandy "3 Stars"	Do.	.. Old Tom
Messrs. Flindlater	.. Flindlater V. O. Liqueur Brandy	St. Pancras Gin Refinery Co.	.. Saints
F. H. Brown	.. "Camel" Brandy	Distillers Co., Ltd.	.. London Dry
Do.	.. "Trois Empereurs" Eau de Vie Vieille	Do.	.. Old Tom
Bisquit Douboucher & Co.	.. Bisquit Brandy No. 1	Booth's Distillery, Ltd.	.. London Dry
Pierre Chabanneau & Co.	.. Pierre Chabanneau & Co., * Brandy	W. & A. Gilbey, Ltd.	.. Dry
Do.	.. Pierre Chabanneau & Co., ** Brandy	Do.	.. Unsweetened
Do.	.. Pierre Chabanneau & Co., *** Brandy	Do.	.. Old Tom
Do.	.. Pierre Chabanneau & Co., **** Brandy	Sutton, Garden & Co.	.. Coronet (Unsweetened)
M. M. L. Roux & Co.	.. Vermouth Styx Eau de vie	Netherlands Steam Distillery Co.	.. Freebooter
M. M. les Fils d'Auguste Beureux	.. Kirsch Pur Vieux "Cordon Or"	J. H. Henkes	.. Schnapps
Do.	.. Eau de vie de Mirabelle "Cordon Or"	Herman Jansen	.. Cardinal
Do.	.. Eau de vie de Quetsch "Cordon Or"	Do.	.. Comet Brand
Pellission Pere & Co.	.. 3 Crown Brandy	Hulstkamp & Zoon & Molign	.. Old Schiedam
Do.	.. Fine Pellission Brandy	M. P. Pollen & Zoon	.. Seahorse Schnapps
Do.	.. 10 years Old Brandy	Do.	.. Seahorse Geneva
Moyet & Co.	.. Cognac Garanti Natural	Seager Evans & Co.	.. Unsweetened
Do.	.. Grand Fine Champagne	Do.	.. Dry
Do.	.. Cognac *** (Three Stars)	F. Nolet	.. Look Out
Do.	.. Fine Moyet	Do.	.. Comet Gin
T. Carmaux & Co.	.. The Silver Cup Eau de vie Vieille	Do.	.. Comet Schnapps
P. Roulleau & Co.	.. * Brandy (One Star)	Brown & Penk	.. Panik's Dry Gin
Do.	.. Cognac Vieux (Old)	A. Daalim-ijer	.. Duck
Do.	.. Fine Superior	Do.	.. A 1 Gin
Fromey Rogee & Co.	.. Fromey's Medical Reserve Liqueur	Cook & Bernhimer Co.	.. American Dry Gin
St. Jean Di Angley	.. Lamothe *** Star	P. Loopuyt & Co.	.. Genuine Dutch Gin
O. Robert & Co.	.. Cognac	Do.	.. Loopuyt's "Schi dam Aromatic" Schnapps
Do.	.. Fine Robert	A. Houtman & Co.	.. Genuine Holland Geneva
Roux & Co.	.. Cognac	W. H. Chaplin & Co., Ltd.	.. Finest Unsweetened Gin
Do.	.. Grande Fine	E. Vaughan-Jones	.. Standard Old Tom Gin
	<i>Gin.</i>	Do.	.. Standard Dry Gin
Blankenheym & Nolet	.. Van Telman's Schnapps	J. J. Vicker & Co., Ltd	.. Unsweetened Gin
Do.	.. Key Brand	Gordon's Dry Gin Co.	.. Dry Gin
Do.	.. Royal Club	A. Van Hoboken & Co.	.. A. V. H. Gin
Do.	.. Coronet	Do.	.. A. V. H. Schnapps
Do.	.. Red Diamond	Chas. Tanqueray & Co.	.. Finest Dry Gin
Do.	.. Cork Screw		<i>Rum.</i>
		Henry White & Co.	.. Red Heart
		G. E. Hudson & Sons	.. Finest Jamaica
		W. & A. Gilbey, Ltd.	.. Governor-General
		Slater Rodger & Co.	.. Finest Vatted Old Rum
		M. M. Lamberk & Co.	.. Rhum St. James
			<i>Liqueurs.</i>

## ORDINANCE No. 18 OF 1892.

IT is hereby notified that the Sanitary Board of the Colombo District has, under section 9 B (1) of Ordinance No. 18 of 1892, as amended by section 3 of Ordinance No. 11 of 1900 and by section 6 (1) of Ordinance No. 26 of 1908, levied a water-rate which has, under section 9 B (2) of the said Ordinance No. 18 of 1892, as amended by section 6 (1) of the said Ordinance No. 26 of 1908, been fixed by His Excellency the Governor, with the advice of the Executive Council, at 6 per centum on the annual value of all houses, buildings, lands, and tenements within the limits of the town of Avissawella from January 1, 1921, for the cost and maintenance of the waterworks of the said town of Avissawella.

Colonial Secretary's Office,  
Colombo, October 9, 1920.

By His Excellency's command,

GRAEME THOMSON,  
Colonial Secretary.

THE Order No. 61 of March 23, 1920, made by the Food Controller under regulation 1 of "The Defence of the Colony Regulations, 1919," published in *Government Gazette* No. 7,094 of March 26, 1920, prohibiting either sale or purchase to or by managers of estates, of paddy, country rice, kurakkan, Indian corn, or other grains, except under permit issued by the Government Agent of the Province of Sabaragamuwa or other person or persons deputed by him, is hereby cancelled.

Colombo, October 1, 1920.

F. B. ALEXANDER,  
Acting Food Controller.

## Comparative Monthly Return of Revenue from October, 1916, to May, 1920

	1916-17	1917-18	1918-19	1919-20
	Rs	Rs	Rs	Rs
October	5 424 275	6,065 183	4 979 108	7 357 965
November	5 979 053	5 746 166	4 603 495	5 680 297
December	5 950 735	5 097 971	3 680 091	7 865 674
January	6 476 905	5 608 309	7 242 264	7 491 041
February	4 950 043	4 836 838	5 075 981	6 933 963
March	5 537 901	4 994 265	6 376 317	8 403,626
April	4 947 552	5 750 101	5 994 045	5 552,665
May	5 147 201	4 955 270	5 095 323	5 831 981
June	5 058 315	4 867 510	4 650 722	—
July	5 351 143	5 344 873	7 834 176	—
August	5 838 302	4 997 198	7 713 113	—
September	6 320 453	5 669 945	6 8 6 306	—
<b>Total</b>	<b>66 981 878</b>	<b>63 933 629</b>	<b>70 070 941</b>	

General Treasury  
Colombo October 8 1920

W W Woods  
Acting Colonial Treasurer

## NOTICES CALLING FOR TENDERS

**TENDERS** are hereby invited for the under mentioned supply of firewood to the Railway Department from the Western Division. The work to commence on December 1 1920 and to be completed by September 30 1921. Details of the work and area to be exploited are given in the schedule below.

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 Railway, Firewood Western Division 1920 21 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 November 9 1920.

5 Tenders are to be made upon forms which will be supplied upon application at the Forest Office Colombo. 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 issued. Should any person decline or fail to enter into the contract and bond after he has tendered or to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative that his tender has been accepted such deposit will be forfeited to the Crown and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7 Contract may not be assigned or sublet without the authority of the tender board previously obtained.

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

9 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.

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

11 Tenderers should read and note a draft contract, which is available in the Divisional Forest Office Colombo, before they obtain tender forms and also inspect the blocks to be felled which will be pointed out by the Forest Ranger, Heneratgoda.

12 A penalty of 25 per cent for every cubic yard of firewood not felled or stacked or delivered at the monthly rates specified in the schedule below will be exacted from the contractor.

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

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

15 A rate per cubic yard delivered must be quoted, written both in words and figures.

16 For any further information application should be made to the Assistant Conservator of Forests Western division Colombo.

## SCHEDULE

(a) To fell all trees unless otherwise required standing in 40 blocks 10 chains by 5 chains in extent approximately 200 acres demarcated in the Crown forest called Bathgan godakanda in Hapitigam korale Colombo District.

(b) Excepting such large logs as may be selected by a responsible Forest Officer for the use of the Government Departments all other felled trees together with every other fallen tree whatsoever to be split and converted into firewood so as to yield 9 000 cubic yards (more or less). Each piece of wood to be 3 feet in length and of 2 inches in minimum diameter. Billets over 9 inches diameter should be split. All wood over 12 inches in girth to be billeted in 3 feet lengths by handsaw or cross cut saw only. All felling and all splitting of logs to be completed by August 1921. No tree is to be felled at more than 6 inches from the ground.

(c) All firewood immediately after conversion to be stacked alongside the railway line between Mirigama and Ambepussa Railway stations at the minimum rate of 1 000 cubic yards per month. This work to be completed by August 31 1921. Distance of transport 3 miles.

(d) Firewood to be delivered to specials at the rate of 900 cubic yards per month unless otherwise required. Final delivery to be made on the last Sunday in September 1921.

H F TOMALIN  
Conservator of Forests

Office of the Conservator of Forests  
Kandy October 12 1920

**TENDERS** are hereby invited for the supply of sleepers and scantlings in the Northern Division during the year 1920-21 to be completed as specified in the schedule annexed below. The areas to be exploited for the supplies and further details are given in the schedule.

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

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

4 Tenders should be marked "Tender for Sleepers and Scantlings 1920-21, Northern Division," Service A or B, as the case may be, in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, November 9, 1920.

5 The tenders are to be made upon forms which can be applied for by post or personal application at the Forest Office, Jaffna. No tender will be considered unless it is on the recognized form. Alterations must be initialed, 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 forwarded or 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 from the Head of the Department, or his duly authorized representative that his tender has been accepted, such deposit shall be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

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

9 Separate rates per sleeper broad gauge, and also rate per cubic foot of scantling 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 portion of a tender, and not necessarily the lowest tender.

12 Contract may not be assigned or sublet without the authority of the Tender Board previously obtained, if not obtained the contract will become null and void.

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 contract.

14 Further, the contractor shall not employ any person whose name is on the list of defaulting contractors, nor any person whom the Assistant Conservator of Forests, for reasons which appear to him sufficient, objects to after giving due notice (7 days) in writing.

15 Tenderers before tendering should inspect the areas of operations as shown in the schedule.

16 For any further information, and for inspection of the draft contract, application should be made to the Assistant Conservator of Forests, Northern Division, Jaffna.

#### General Conditions

1 Trees are to be felled within 6 inches of the ground by saw or axe and saw combined.

2 After the trees are felled they are to be logged by the saw into longest available straight lengths, and the outside slabs to be sawn off the full length of the log from which the longest scantlings can be sawn.

3 Only such trees as are stamped and marked by the Range Officer are to be felled, and no sound trees below 4 ft in girth are to be felled or will be marked.

4 All suitable dead trees and branch wood within the forest, such as are marked by the Forest Officer, though below 4 ft in girth, should, in addition, be utilized for the conversion into sleepers and scantlings, or scantlings alone, as may be directed. Contractor should understand that only such portions of trees as cannot be converted into sleepers may be sawn into scantlings.

5 Parts of logs attached by fungus or defective parts of logs are not to be sawn into sleepers and scantlings. The sleepers and scantlings should be sawn from sound matured wood free from shakes, cracks, sapwood, and large or loose knots.

6 The standard sizes of sleepers and scantlings are as follows —

Broad gauge sleepers 9 ft by 10 in by 5 in Scantlings lengths of 10 ft 15 ft and 20 ft sizes of cross section —

4½ in by 2 in	7 in by 2½ in	9 in by 4 in
4½ in by 3 in	7 in by 3 in	10 in by 2½ in
5 in by 4 in	8 in by 4 in	10 in by 3 in
6 in by 3 in	9 in by 2½ in	11 in by 2½ in
6 in by 4 in	9 in by 3 in	11 in by 3 in

7 Sleepers and scantlings should be rectangular in form, and sawn perfectly parallel on all sides. On no account squaring of logs or scantlings with an adze or axe be allowed.

8 Sleepers and scantlings should be covered with saw dust or immersed in water and be invariably placed under shade immediately they are sawn until they can be transported to the delivery depot, where they should be stacked and kept under shade in the manner to be pointed out by the Forest Officer.

9 Rejected sleepers and scantlings will not be paid for, and they will lapse to Government, as well as all refuse wood resulting from the sleeper operations. The contractor shall have no claim in respect of any material sold as rejections.

10 The Contractor may be paid a proportionate rate for sleepers and scantlings sawn, but not removed to delivery depot in cases when it shall be deemed expedient to do so by the Conservator of Forests up to April 30, 1921.

11 Payment may be made for sleepers and scantlings accepted by the Assistant Conservator of Forests at delivery depot.

#### SCHEDULE

##### Service (A) — Ayladi

To fell in accordance with paragraphs 1, 3, and 4 of the general conditions above 600 trees (more or less) palu, milla, and ranai standing in the Crown forest known as Ayladi, bounded on the north by road from Karpaddumrippu to Per-ar, east by Per aru, the western boundary of Chermalankulam Proposed Reserve and the minor road from Mahlamodda to Nedunkerni, south by road from Nedunkerni to Kanakarayan aru, and west by Kanakarayan aru and the minor road from Katkidanka to Karippadamurippu, to convert the trees so felled into 1,500 broad gauge sleepers and scantlings and transport them to Puliyankulam and deliver them stacked as ordered.

The distance of transport is from 10 to 15 miles.

##### Service (A) — Palampiddy

To fell in accordance with paragraphs 1, 3, and 4 of the general conditions above 500 trees (more or less) palu, milla, and ranai standing in the Crown forest near Palampiddy, bounded as follows: north by the Parangi-ar, east by road from Mundumurippu to Iranaeluppaikalum, south by road from Iranaeluppaikalum to Palampiddy, and west by footpath (b. idle road) from Palampiddy to Parangi-ar, to convert the trees felled into 1,000 broad gauge sleepers and scantlings and transport and deliver them stacked at Vavuniya Depot as instructed by the Forest Ranger.

The distance of transport is from 15 to 20 miles.

Office of the Conservator of Forests, H F TOMALIN,  
Kandy, October 12, 1920 Conservator of Forests.

**TENDERS** are hereby invited for the under-mentioned supplies to the Jaffna Depot during 1921. The work is to commence not later than January 15, 1921. Details of work and the areas to be exploited are given in the schedule below.

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 of the Office of the Controller of Revenue, or be sent through the post.

4. Tenders should be marked "Tender for supply of Firewood, Logs, and small round Timber to Jaffna Depot, 1920-21, Northern Division," for services A, B, or C, as the case may be, in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, November 16, 1920.

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

6. A deposit of Rs. 20 for each service will be required to be made either at the Treasury or Kacheheri, and a receipt forwarded or produced 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 from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

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

9. Separate rates per ton of firewood, per cubic foot of timber in the log, per broad gauge sleeper, per post, per pole (vallai), per pole (pachchu) must be quoted, 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 the tenders, and of accepting any portion of a tender, not necessarily the lowest tender.

12. The contract may not be assigned nor sublet without the authority of the Tender Board previously obtained, and if not obtained, the contract will become null and void.

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 contract.

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

15. Tenderers before tendering should inspect the areas of operation as shown in the schedule.

16. For further information, and for inspection of the draft contracts application should be made to the Assistant Conservator of Forests, Northern Division, Jaffna.

#### DESCRIPTION OF WORK, SERVICE A.

(a) Trees must be cut 6 inches for the ground, and trees over 24 in. in girth to be felled with saw or saw and axe combined. Felling must proceed steadily and systematically in one direction straight across the area, every tree being cut and the area stripped clean of all firewood.

(b) The firewood shall be in lengths of 3 ft. to 5 ft. and not less than 2 in. in diameter.

(c) Any tree pointed out by a Forest Officer as one to be felled for firewood, &c., shall without question be felled, and any tree pointed out or marked by a Forest Officer as not to be felled shall not be felled or injured.

(d) The contractor will be responsible for the safety of firewood, &c., stacked on the Railway line, in the forest, and in transit.

(e) The contractor may be required at times to increase supplies should the depot requirements necessitate, and at times also to decrease supplies, but the average output will be as described in the schedule.

#### GENERAL CONDITIONS, SERVICE C.

1. Only trees marked by the Range Officer concerned are to be felled, and the species to be felled is palu.

2. All trees are to be felled 6 inches from the ground with saw or saw and axe combined.

3. All trees felled are to be logged into the longest available lengths with the saw alone, axe will not be allowed. The logs are to be trimmed and the ends squared with a saw.

4. Tenderer's attention is specially drawn to conditions 2 and 3, as they will be strictly enforced, and proper labour must be collected for this work.

5. All sound palu branchwood and top pieces and hard wood which are below the minimum centre girth, as given in the service below, shall be converted into broad gauge sleepers as may be directed. The supply of timber in the log is to have preference over the supply of sleepers. No large and sound logs which may be found difficult for transport are to be converted into sleepers to facilitate transport, but delivered in the log.

6. The standard size of broad gauge sleepers is 9 ft. by 10 in. by 5 in.

7. Sleepers are to be rectangular in form and sawn on all four sides, no adzing will be allowed, and all sides must be perfectly parallel.

8. Rejected logs and sleepers will not be paid for, and rejected logs must be replaced by the contractor at his expense, to be cut from other trees marked by the Range Officer concerned.

9. Work is to commence from January 15, 1921, and 50 per cent. of the logs are to be delivered at the delivery depot, specified in the schedule, by April 15, 1921; and the balance 50 per cent. by August 10, 1921.

#### SCHEDULE.

##### Service A.

(a) To clear fell all trees 6 in. from the ground from lands leased or sold under the Karachchi scheme in a block, approximately 1,000 acres in extent more or less, situated  $1\frac{1}{2}$  miles to  $2\frac{1}{2}$  miles east of the north road.

(b) Distance to Kilinochchi siding is  $2\frac{1}{2}$  to 4 miles.

(c) To cut into firewood every tree so felled (excepting those marked) and every other dead or fallen tree whatsoever in the area, so as to yield 5,000 tons of firewood more or less, with the least amount of wastage. All firewood immediately after conversion to be brought to Kilinochchi siding, loaded into trucks, unloaded at Jaffna Depot, to weigh and deliver the firewood at Jaffna Depot, and stack in the Jaffna Depot as the depot-keeper may direct, at the minimum rate of 500 tons per mensem, commencing from February 1, 1921. Final delivery at Jaffna Depot to be made on or before November 30, 1921, when the balance remaining out of the total quantity should be delivered.

(d) The work will be required to commence from the further end of the blocks, the forest near the road being reserved for supplies during the wet season.

(e) Felling must proceed steadily and systematically in one direction straight across the area, every tree being cut, and area stripped clean of all forest growth.

(f) It must be clearly understood that, for failure to deliver monthly supplies as required, a penalty of Rs. 10 plus 25 cents for every ton short will be levied.

(g) Payments may be made by the Assistant Conservator of Forests for firewood delivered at the Jaffna Depot on production of a receipt from the depot-keeper showing the amount of firewood delivered.

*Service B.*

1. To fell with saw or saw and axe combined 3,000 posts, 1,000 poles (vallais), 6,000 poles (pachchus) in irrigable lands under the Karachchi scheme.

Size of posts: length 10½ ft. to 15 ft., girth 1 ft. 3 in. to 1 ft. 6 in.

Species: Chadawakku, venkalikaya, nedunari, and pandikaya.

Sizes of poles: (vallais) length 12 ft. to 15 ft., girth 1 ft. to 1 ft. 2 in.

Species: Venkalikaya and thuvai.

Size of poles: (pachchus) length 10 ft. 6 in. to 12 ft., girth 8 in. to 10 in.

Species: Venkalikaya, weera, and thuvai.

2. The distance to Kilinochchi siding will not exceed 4 miles.

3. The posts, poles (vallais), poles (pachchus) so cut to be brought to Kilinochchi siding, loaded into trucks, unloaded at Jaffna Depôt, and delivered to the Jaffna Depôt-keeper, stacked in such a manner as he directs.

4. The work shall commence from January 15, 1921, and the minimum monthly supply shall be 300 posts, 100 poles (vallais), and 600 poles (pachchus) delivered to the Depôt-keeper at Jaffna Depôt. Final delivery to be made on or before August 10, 1921, when the balance remaining out of the total quantity shall be delivered.

5. Failure to deliver the specified monthly supply will entail a penalty of Rs. 10, plus Re. 1 for every 50 posts, poles (vallais), and poles (pachchus) short delivery.

6. Rejected posts, poles (vallais), poles (pachchus) will not be paid for and they will lapse to Government. The contractor will have no claim in respect of any material sold as rejections.

7. Payments may be made by the Assistant Conservator of Forests on production of a receipt from the Depôt-keeper showing the number of posts, poles (vallais), poles (pachchus) accepted by him.

*Service C.*

1. To fell 100 palu trees standing enumerated and marked by the Range Officer, Jaffna, in the forest known as Thuvai-aru and Alancholai, in the Jaffna District of Northern Province, to the west of the Northern railway line between 153rd and 154th mileposts, in accordance with general conditions 1 and 2 above.

2. To convert the trees so felled into 100 logs, according to general condition 3.

3. The minimum centre girth of the logs shall not be less than 4 ft. 4 in. The transport or conversion of logs into sleepers, which after felling are found to be below this minimum girth, shall be decided by the Assistant Conservator of Forests or the Range Officer, duly authorized in writing. As a rule only top pieces and branches of trees felled shall be converted into sleepers, in accordance with the conditions 6 and 7 of the general conditions.

4. To transport the logs so felled and converted to Kilinochchi siding, load them into trucks and unload them at Jaffna Customs (the delivery depôt), where he shall stack and arrange them according to the instructions of the Government Firewood Depôt-keeper, from whom he shall get a receipt for the logs so delivered on which payments can be made. Distance of transport by road not to exceed 14 miles.

5. The contractor shall be required to increase or decrease the supply of logs to the delivery depôt on being given one week's notice in writing by the Assistant Conservator of Forests, depending on the requirements of the depôt.

6. For failure to have the required specified quantity of logs delivered at the delivery depôt the contractor shall be liable to a fine of Rs. 10 for each log not delivered.

7. To transport any sleepers converted to Kilinochchi siding and stack them under shade in accordance with the instructions of the Range Officer. Distance of transport will not exceed 14 miles. This work to be completed by August 10, 1921.

*Note.*—Arrangements with the Railway Department will be made by the Forest Department for the conveyance of firewood, small round timber and logs in the three services mentioned above to the delivery depôt. The running of railway specials is in no way guaranteed, and no liability for delays, irregular service, or alteration in the system of the specials due to the railway requirements will be incurred by the Railway or Forest Department. But the contractor will be liable for the demurrage charges for rolling stock delayed in loading or unloading, and will also pay cost of damage to railway wagons. Contractors will also be held liable if wagons are not properly loaded.

Office of the Conservator of Forests, H. F. TOMALIN,  
Kandy, October 12, 1920. Conservator of Forests.

## SALES OF UNSERVICEABLE ARTICLES, &amp;c.

NOTICE is hereby given that the under-mentioned private property of long-sentenced prisoners of the Welikada Jail will be sold by public auction at Welikada Jail premises at 11 A.M. on Monday, October 25, 1920:—

70 sarongs	1 watch
38 handkerchiefs	1 white metal chain
53 cloths	1 German silver waist chain
20 coats	1 penknife
49 banians	13 silver coat buttons
7 shirts	3 pinchback studs
43 belts	4 white metal studs
4 towels	9 white metal amulets
1 pair drawers	1 yellow metal amulet
1 pillow case	1 brass emulet
4 pairs trousers	1 pair yellow metal links
3 pairs shoes	1 pair brass links
3 pairs socks	2 brass buttons
1 sock suspender	1 brass stud
1 waistcoat	1 brass ring
3 collars	3 iron keys
3 neck ties	3 crooked combs
2 Turkey caps	2 Tamil books
1 hat	

WALTER H. ROBINSON,  
Welikada Prison, October 8, 1920. Superintendent.

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 bookbinding press	1 timepiece, 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 rags, 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.

NOTICE is hereby given that the under-mentioned articles will be sold by public auction, at the Ceylon Medical College, on Wednesday, October 27, 1920, at 2 P.M. :—

- 1 tin, empty kerosine.
- 2 tins, empty zotal.

Ceylon Medical College,  
Colombo, October 12, 1920.

P. JAMES KELLY,  
Registrar.

THE following unserviceable articles will be sold by public auction at these Stores on Friday, October 22, 1920, at 12 noon, viz. :—

Inkstands  
Letter clips  
Letter files  
Sealing wax taper  
Typewriter ribbons  
Millboards  
Iron bars, flat and round  
Iron bars, Swedish, flat  
Rivets  
Zinc, perforated  
Brooms, coir and ekel

Whitewashing brushes  
Crucible  
Bath bricks  
Polish  
Shinjo powder  
Emery cloth  
Filter candles  
Duplex table lamp  
Anchor lamp, green  
Hurricane lanterns  
Matches

Paint enamel, black, blue, green, and white  
Paint, white lead and zinc  
Paint, anticorrosive, red, and black  
Paint, red oxide and gray  
Paint, anticorrosive, 1st coating, greyhound  
Twine, Beragal, fine, medium, coarse, and shoemakers' hemp  
Sandpaper  
Tar  
Gray drill  
Bleached drill  
Khaki drill, green, wigan, duck, and twill  
Blue serge, fine and coarse  
Gray shirting and sheeting  
Turkey red  
Blue, zephyr and jean  
Galatea  
Mackintosh  
Longcloth, superior and common  
Calico  
Bunting, yellow, red, white, green, and blue

Cloth, idri  
Sergeants' red, yellow, and blue  
Green canvas  
Mosquito netting  
Striped ticking  
Towels  
Bedsheets  
Linoleum  
Nainsook  
Bowls, earthen  
Soup plates  
Basins, toilet  
Shellac varnish  
Tiles, glass  
Neocyclostyle machine  
Remington duplicator  
Ladders  
Chair  
Wooden horse  
Weighing machines  
Empty ink bottles  
Bale cloth  
Empty gunny bags, small  
Firewood  
Empty casks, &c.

Government Stores,  
Colombo, October 9, 1920. J. W. WARBY,  
Acting Colonial Storekeeper.

## VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended October 9, 1920.

**Births.**—The total births registered in the city of Colombo in the week were 136 (3 Europeans, 11 Burghers, 72 Sinhalese, 17 Tamils, 26 Moors, 4 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 24.1, as against 29.4 in the preceding week, 21.7 in the corresponding week of last year, and 21.0 the weekly average for last year.

**Deaths.**—The total deaths registered were 132 (3 Burghers, 63 Sinhalese, 31 Tamils, 21 Moors, 8 Malays, and 6 Others). The death-rate per 1,000 per annum was 23.4, as against 20.2 in the previous week, 22.1 in the corresponding week of last year, and 27.7 the weekly average for last year.

**Infantile Deaths.**—Of the 132 total deaths, 29 were of infants under one year of age, as against 22 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 9.

**Principal Causes of Death.**—1. (a) Seventeen deaths from *Pneumonia* were registered, 4 each in Maradana (including 2 deaths of non-residents in hospitals) and Kotahena, 3 in St. Paul's, 2 each in Pettah and San Sebastian, and 1 each in Slave Island and Wellawatta, as against 12 in the previous week, and 21 the weekly average for last year.

(b) Four deaths from *Influenza* were registered, 3 in St. Paul's, and 1 in Pettah, as against 3 in the previous week, and 11 the weekly average for last year.

(c) Three deaths from *Bronchitis* were registered, 2 in St. Paul's and 1 in Slave Island, as against 1 in the previous week.

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

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

3. Eight deaths from *Enteric Fever* were registered, 3 in Slave Island, 2 in Kotahena, and 1 each in New Bazaar, Kollupitiya, and Wellawatta, as against 7 in the previous week, and 5 the weekly average for last year.

4. Seven deaths from *Plague* were registered, 2 each in Pettah and St. Paul's, and 1 each in Maradana, Slave Island, and Wellawatta, as against 4 in the previous week, and 2 the weekly average for last year.

5. One death from *Smallpox* of a resident of St. Paul's Ward was registered at the Infectious Diseases Hospital, same as in the previous week.

6. Thirteen deaths were registered from *Debility*, 8 from *Infantile Convulsions*, 4 each from *Diarrhoea* and *Dysentery*, 3 each from *Enteritis* and *Worms*, 2 from *Tetanus*, and 43 from *Other Causes*.

7. Twenty-five cases of *Enteric Fever*, 10 of *Chickenpox*, 10 of *Plague*, 8 of *Smallpox*, and 4 of *Measles* were reported during the week, as against 16, 10, 6, 6, and 5, respectively, of the preceding week.

**State of the Weather.**—The mean temperature of air was 79.9°, against 80.1° in the preceding week and 81.2° in the corresponding week of the previous year. The mean atmospheric pressure was 29.952 in., against 29.916 in. in the preceding week, and 29.956 in. in the corresponding week of the previous year. The total rainfall in the week was 4.36 in., against 1.21 in. in the preceding week, and 0.82 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, October 12, 1920.

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

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

148. Where a given number of days notice, or a notice extending over any other period is required to be given, the day of service shall, but the day upon which such notice will expire shall, not be included in such number of days or other period.

#### ARBITRATION.

149. Whenever any question or other matter whatsoever arises in dispute between the Company and any other person or company, the same may be referred by the Directors to arbitration in such manner and upon such terms and conditions as they may think fit.

#### EVIDENCE.

150. On the trial of 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 of the matters aforesaid shall be conclusive evidence of the debt.

#### DISTRIBUTION OF ASSETS ON WINDING UP.

151. 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 paid up or reckoned as paid up thereon, 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 there shall remain any surplus assets after re-payment of the whole of the paid up capital, such surplus assets shall be divided among the 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.

152. 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.

153. If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with the sanction of the Company in General Meeting, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator with like sanction shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, at Colombo, this 13th day of September, 1920.

R. G. ANTHONISZ.  
E. A. VANDERSTRAATEN,  
R. O. SPAAR,  
E. G. GRATAEN,  
ALLAN DRIEBERG,  
G. S. SCHNEIDER,  
V. VAN LANGENBERG.

Witness to the above signatures :

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

[Second Publication.]

### MEMORANDUM OF ASSOCIATION OF THE MYLANDS RUBBER COMPANY, LIMITED.

1. The name of the Company is "MYLANDS RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To acquire and take over as a going concern the Mylands estate in the District of Kegalla, in the Sabaragamuwa Province of Ceylon, and the Udapalata estate, situate 2 miles from Campola, in the Central Province of Ceylon, subject to the terms of the agreement referred to in clause 4 of the Company's Articles of Association.
  - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other estate or estates, lands or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.
  - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon, or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.

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



- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company," includes companies or corporations and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Four hundred thousand Rupees (Rs. 400,000), divided into Forty thousand shares of Rs. 10 each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

6. The nett profits of the Company of each year, which it shall from time to time be determined to distribute to the holders of the shares shall be divided among them in proportion to the amount paid on the shares held by them.

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.
WINIFRED M. STILL, Rock House, Kandy .. .. .	One
JOHN STILL, Rock House, Kandy .. .. .	One
G. C. BLISS, Agrapatana .. .. .	One
Witness to the above three signatures, at Kandy, this 6th day of September, 1920 :	
	F. LIESCHING, Proctor and Notary.
NIGEL I. LEE, Kandy .. .. .	One
W. R. SIRISENE, "Dorville," Peradeniya road, Kandy .. .. .	One
D. PERERA, No. 10, Katukelle Lake road, Kandy .. .. .	One
C. GOONEWARDENE, No. 16B, Katukelle Lake road, Kandy .. .. .	One
Witness to the above four signatures, at Kandy, this 16th day of September, 1920 :	
	F. LIESCHING, Proctor and Notary.
	Total .. Seven

#### ARTICLES OF ASSOCIATION OF THE MYLANDS RUBBER COMPANY, LIMITED.

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

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

#### INTERPRETATION CLAUSE.

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

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

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

#### BUSINESS.

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

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

4. The Directors shall forthwith adopt on behalf of the Company an Agreement dated July 26 and 27 and August 27, 1920, and made between George Cecil Bliss of the one part and Edward William Keith and John Still of the other part, and shall carry the same into effect with full power, nevertheless, at any time, and from time to time, to agree to any modification thereof.

#### CAPITAL.

5. The original capital of the Company is Four hundred thousand Rupees (Rs. 400,000), divided into Forty thousand shares of Rs. 10 each.

6. The Company may, with the sanction of a special resolution of the Company, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate, as may be considered expedient.

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

7. 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.

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

#### SHARES.

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

10. 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.

11. The shares, except when otherwise provided, shall be allotted subject to the terms of the agreement referred to in clause 4 at the discretion of and by the Directors, who may from time to time, subject to the terms of the Agreement referred to in clause 4, issue any unissued shares, and may add to such shares or to any new shares issued by the Company such an amount of premium as they consider proper. Provided that such unissued or new 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 share 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 shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

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

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

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

15. 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 the Shareholder whose name stands first on the register and no other shall be entitled to the right of voting and giving proxies and all other advantages conferred on a sole Shareholder.

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

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

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

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

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

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

#### CALLS.

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

23. If any Shareholder fail to pay the amount of any call due by him on or before the day appointed for payment thereof, he shall be liable to pay interest for the same at the rate of nine per centum 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 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 thereafter exceeds the amount of the calls then made upon, and due in respect of, the share in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance, and the Directors may agree upon not exceeding, however, six per centum per annum.

#### TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

41. Every share surrendered or so declared forfeited shall be deemed to be 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 of all claims and demands against the Company in respect of the share and the proceeds thereof, and all other rights incident to the share, except only such of those rights (if any) as by these presents are expressly saved.

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

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

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

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

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

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

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

#### PREFERENCE SHARES.

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

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

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

#### BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estate, or of erecting, maintaining, improving, or extending building, 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 Twenty-five thousand Rupees.

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

*Mylands Rubber Company, Limited.*

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

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

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

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

DIRECTORS.

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

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

As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Five hundred Rupees (Rs. 500) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to.

88. The first Directors shall be George Cecil Bliss, John Robert Farbridge, Edward William Keith, and A. J. Ingram, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

## UNOFFICIAL ANNOUNCEMENTS.

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

1. The name of the Company is "THE DUTCH BURGER 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:—
- To purchase and acquire all that allotment of land with the buildings standing thereon bearing assessment No. 1,061 B/2, situate at Serpentine road within the Municipality of Colombo.
  - 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.
  - 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.
  - To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit.
  - 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.
  - To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable and transferable instruments.
  - 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.
  - 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.
  - To do any of the foregoing things, and generally to carry on any business or effectuate any object of the Company.
  - To employ secretaries, clerks, managers, servants, and workmen, and to pay them and other persons in return for service rendered salary, wages, and gratuities.
  - 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. SCHNEIDER, 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 BURGER UNION OF CEYLON BUILDINGS COMPANY, LIMITED.

It is agreed as follows:—

- "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.
- "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.

- "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 Burger 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 in 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 any 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 or 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 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 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, suit, 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 as 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 same 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 body as the Board 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.

114. 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 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.

115. 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 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 such 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 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.

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 the 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, 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.

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 at 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 smaller 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 or 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 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.

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 thereto, and all interests or dividends unclaimed by any Shareholder for three years, after notice thereof is given, may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and if the Directors think fit may be applied in augmentation of the reserve fund.

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 each 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 his 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 or 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 or 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 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; 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.

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

148. Where a given number of days notice, or a notice extending over any other period is required to be given, the day of service shall, but the day upon which such notice will expire shall, not be included in such number of days or other period.

#### ARBITRATION.

149. Whenever any question or other matter whatsoever arises in dispute between the Company and any other person or company, the same may be referred by the Directors to arbitration in such manner and upon such terms and conditions as they may think fit.

#### EVIDENCE.

150. On the trial of 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 of the matters aforesaid shall be conclusive evidence of the debt.

#### DISTRIBUTION OF ASSETS ON WINDING UP.

151. 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 paid up or reckoned as paid up thereon, 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 there shall remain any surplus assets after re-payment of the whole of the paid up capital, such surplus assets shall be divided among the 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.

152. 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.

153. If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with the sanction of the Company in General Meeting, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator with like sanction shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, at Colombo, this 13th day of September, 1920.

R. G. ANTHONISZ.

E. A. VANDERSTRAATEN.

R. O. SPAAR.

E. G. GRATIAEN.

ALLAN DRIEBERG.

G. S. SCHNEIDER.

V. VAN LANGENBERG.

Witness to the above signatures:

W. E. DE ROOY,

Proctor, Supreme Court, Colombo.

## MEMORANDUM OF ASSOCIATION OF THE MYLANDS RUBBER COMPANY, LIMITED.

1. The name of the Company is "MYLANDS RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To acquire and take over as a going concern the Mylands estate in the District of Kegalla, in the Sabaragamuwa Province of Ceylon, and the Udapalata estate, situate 2 miles from Gampola, in the Central Province of Ceylon, subject to the terms of the agreement referred to in clause 4 of the Company's Articles of Association.
  - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other estate or estates, lands or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.
  - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon, or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
  - (d) To clear, open, plant, cultivate, improve, and develop any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (e) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, coconut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
  - (f) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
  - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
  - (h) To lease any factory or other buildings from any company or person.
  - (i) To enter into an agreement with any company or person for the working of any factory erected or leased as provided in (e) or (g), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
  - (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, coffee, and other plants and seed and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
  - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
  - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
  - (n) To establish and maintain in the United Kingdom, India, Ceylon, or elsewhere stores, shops, and places for the sale of tea, rubber, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof, and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
  - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
  - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
  - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds or hypothecation or mortgages of the Company's property or any part or parts thereof or otherwise; as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.
  - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
  - (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instrument for the purposes of the Company.
  - (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.



- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money or otherwise shares or bonds in, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Four hundred thousand Rupees (Rs. 400,000), divided into Forty thousand shares of Rs. 10 each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.
6. The nett profits of the Company of each year, which it shall from time to time be determined to distribute to the holders of the shares shall be divided among them in proportion to the amount paid on the shares held by them.
- 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.
WINIFRED M. STILL, Rock House, Kandy .. .. .	One
JOHN STILL, Rock House, Kandy .. .. .	One
G. C. BLISS, Agrapatana .. .. .	One
Witness to the above three signatures, at Kandy, this 6th day of September, 1920 :—	
	F. LIESCHING, Proctor and Notary.
NIGEL I. LEE, Kandy .. .. .	One
W. R. SIRISENE, "Dorville," Peradeniya road, Kandy .. .. .	One
D. PERERA, No. 10, Katukelle Lake road, Kandy .. .. .	One
C. GOONEWARDENE, No. 16B, Katukelle Lake road, Kandy .. .. .	One
Witness to the above four signatures, at Kandy, this 16th day of September, 1920 :—	
	F. LIESCHING, Proctor and Notary.
Total .. .. .	Seven

#### ARTICLES OF ASSOCIATION OF THE MYLANDS RUBBER COMPANY, LIMITED.

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

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

##### INTERPRETATION CLAUSE.

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

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

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

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

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

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

“Shareholder” means a Shareholder of the Company.

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

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

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

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

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

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

“Month” means a calendar month.

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

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

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

#### BUSINESS.

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

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

4. The Directors shall forthwith adopt on behalf of the Company an Agreement dated July 26 and 27 and August 27, 1920, and made between George Cecil Bliss of the one part and Edward William Keith and John Still of the other part, and shall carry the same into effect with full power, nevertheless, at any time, and from time to time, to agree to any modification thereof.

#### CAPITAL.

5. The original capital of the Company is Four hundred thousand Rupees (Rs. 400,000), divided into Forty thousand shares of Rs. 10 each.

6. The Company may, with the sanction of a special resolution of the Company, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate, as may be considered expedient.

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

7. 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.

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

#### SHARES.

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

10. 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.

11. The shares, except when otherwise provided, shall be allotted subject to the terms of the agreement referred to in clause 4 at the discretion of and by the Directors, who may from time to time, subject to the terms of the Agreement referred to in clause 4, issue any unissued shares, and may add to such shares or to any new shares issued by the Company such an amount of premium as they consider proper. Provided that such unissued or new 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 share 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 shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

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

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

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

15. 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 the Shareholder whose name stands first on the register and no other shall be entitled to the right of voting and giving proxies and all other advantages conferred on a sole Shareholder.

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

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

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

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

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

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

#### CALLS.

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

23. If any Shareholder fail to pay the amount of any call due by him on or before the day appointed for payment thereof, he shall be liable to pay interest for the same at the rate of nine per centum 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 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 thereafter exceeds the amount of the calls then made upon, and due in respect of, the share in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance, and the Directors may agree upon not exceeding, however, six per centum per annum.

#### TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

41. Every share surrendered or so declared forfeited shall be deemed to be 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 of all claims and demands against the Company in respect of the share and the proceeds thereof, and all other rights incident to the share, except only such of those rights (if any) as by these presents are expressly saved.

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

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

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

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

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

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

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

#### PREFERENCE SHARES.

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

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

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

#### BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estate, or of erecting, maintaining, improving, or extending building, 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 Twenty-five thousand Rupees.

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

*Mylands Rubber Company, Limited.*

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

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

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

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

**DIRECTORS.**

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

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

As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Five hundred Rupees (Rs. 500) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to.

88. The first Directors shall be George Cecil Bliss, John Robert Farbridge, Edward William Keith, and A. J. Ingram, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

**ROTATION OF DIRECTORS.**

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

91. The Directors to retire from office at the Second, 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 so 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, and agreements, bonds, mortgages, proxies to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

109. 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 fit.

#### PROCEEDINGS OF DIRECTORS.

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

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

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

115. Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes, and in case of 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 their body as the Board think fit, and they may from time to time revoke and discharge any such committee, either wholly or in part, and either as to persons or purposes, but every committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as may be prescribed by the Board. All acts done by any such committee, in conformity with such regulations and in the fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.

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

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

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

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

- (1) Of all appointments of (a) officers and (b) committees made by the Directors.
- (2) Of the names of the Directors present at each meeting of the Directors.
- (3) Of the names of the members of the committee appointed by the Board present at each meeting of the committee.
- (4) Of all orders made by the Directors.
- (5) Of all resolutions and proceedings of all General 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 Company 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 contributories in specie any part of the assets of the Company, and may with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators, with the like sanction, shall think fit, and, if thought expedient, any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights, 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.

[Second 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 Ooloo-pane 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 ..	Seven

#### 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, 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 Oolopane 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, artizans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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 disdistinguishing 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.

W. V. HUTTON.

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

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 Southern Province Transport Company, Limited, Galle.**

NOTICE is hereby given that the Sixth Ordinary General Meeting of the above Company will be held at the Registered Office of the Company, No. 57, Pedlar street, Galle, on Saturday, October 30, 1920, at 2 P.M.

*Business.*

1. To receive the report of the Directors and statement of accounts.
2. To declare a dividend.
3. To elect a Director.
4. To elect Auditors for the ensuing year.
5. To transact any other business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from October 23 to 30, 1920, both days inclusive.

By order of the Directors,  
CHAS. P. HAYLEY & Co.

Galle, October 11, 1920. Agents and Secretaries.

**The Nykumbra Rubber Company, Limited.**

NOTICE is hereby given that the First and Statutory Ordinary General Meeting of this Company will be held at the office of the Company, Chatham street, Fort, Colombo, on Tuesday, October 26, 1920, at 12.30 P.M.

*Business.*

1. To receive the report of the Directors and accounts for the eight months ended June 30, 1920.
2. To elect Directors and Auditor, and to transact any other business that may be duly brought before the Meeting.

By order of the Directors,  
BOSANQUET & Co.,  
Agents and Secretaries.

October 12, 1920.

**Auction Sale.**

Valuable Property at Dalugama, facing Kandy High Road, under the Partition Ordinance, D. C., Colombo, No. 713 of 1920, near 6 1/2 milepost on Kandy Road.

BY virtue of the commission issued to me in the above case, I shall sell by public auction on Friday, November 26, 1920, at 4.30 P.M., at the spot. All the seven allotments of land now forming one property, situated in the village Dalugama, in Adikari pattu of Siyanakorale 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 for sale to the highest bidder among the public.

Canal row, Fort, R. G. KOELMAN,  
October 12, 1920. of JENSEN & Co.,  
Phone No. 733. Commissioners and Auctioneers.

**Auction Sale of Valuable House Property close to Colombo.**

BY virtue of a commission issued to me by the District Court of Colombo, I shall sell by public auction on Saturday, November 6, at the spot, at 3 P.M. :-

All that 16/18 of the northern 1/4 share of an undivided 1/9th share towards the east of the land called Madangahawatta, and the lowlands belonging thereto, situated at Uswetakeiyawe, in the Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province, which said 1/9th share according to a figure of survey No. 3,347 dated April 30, 1890, divided and bounded on the north, north-east, and east by a part of Maturajawella, on the south by another part of this land, on the west by embankment of the new canal, containing in extent 1 acre 2 roods, with the buildings and plantations thereon, and presently owned by Bastian Korallalage David Lucas Rodrigo Appuhamy, of Uswetakeiyawa.

For further particulars apply to Messrs. Joseph & Rustomjee, Proctors, Colombo.

1, Ferry street, S. H. S. JOSEPH,  
October 10, 1920. Auctioneer.

**Sale Under Decree in Case No. 3,389, D. C., Ratnapura.**

It is hereby notified that the sale under decree in case No. 3,389 of the District Court of Ratnapura of all that undivided extent of 30 acres of jungle land from and out of the land called Horaketiyeheenyaya and Ellewalahene Nagenahira Irawalla at Botitiya advertised in the Government Gazette of October 7, 1920, will take place at the spot.

C. P. AMERASINHE,  
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, viz. :-

An undivided four-fifths shares of all that two-fourths shares of the land called Madatiyagahawatta alias Ketakalagahawatta, 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 Kurunduwatta, on the east by the garden of Peter Singho, on the south by the garden of Harmanis Vedarala and Kurunduwatta, 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 under Mortgage Decree.**

In the District Court of Negombo.

Una Lana Wana Wana Walliappa Chetty, by his attorney Ura Lana Wana Wana Ramanaden Chetty, of Negombo . . . . . Plaintiff.

No. 13,845. Vs.

- (1) Manikkuge Ananaris Silva Kankanama, and wife
- (2) Philippange Jayawardana Albinahamy, both of Unnaruwa . . . . . Defendants.

UNDER and by virtue of the decree and order in the above case, I shall sell the under-mentioned properties declared bound and executable for the recovery of the principal, interest, and costs by public auction, at their respective spots, on Thursday, November 4, 1920, to wit :-

Commencing at 9 A.M.

1. The undivided 1/4 share of all that allotment of land called Katiyalagodella and Botiyawela, situated at Katiyala aforesaid, containing, in extent about 1 acre 1 rood and 28 perches.
2. All that allotment of land called Kettakellagahawatta, situated at Katiyala aforesaid, containing in extent about 1 acre, with buildings standing thereon.
4. From and out of all that field called Eladangahawela, situated at Katiyala aforesaid, containing in extent 3 acres 2 roods and 12 perches, excluding an undivided extent of 1 acre 3 roods and 7 perches, the undivided 1/4 share of the remaining undivided extent of 1 acre 3 roods and 5 perches.
5. Out of all that allotment depicted in plan No. 3,396A dated July 2, 1903, made by Mr. Peter de Almeida, Surveyor, of all that called Kahatagahawatta alias Kahatagahakumbura, situated at Demanhandiya or Katiyala aforesaid, containing in extent 5 acres 4.5 perches, the undivided extent of 3 acres.
6. All that land comprised of the contiguous allotments of high and low land called Ketakellagahawatta, Eladangahawita, Eladangahakumbura, and Kahatagahawatta, situated at Katiyala aforesaid, in extent about 4 1/2 acres.
7. The undivided 3/4 shares of all that allotment of land called Ambagahawatta, situated at Katiyala aforesaid, in extent about 1 acre.
8. The undivided 1/4 share of all that allotment of land called Kahatagahawatta, situated at Katiyala aforesaid, in extent about 3 acres.

9. All that allotment of land called Hurigahawatta alias Ambagahawatta, situated at Katiyala aforesaid, depicted in plan No. 6,183 dated June 21, 1911, made by Mr. P. de Almeida, Surveyor, in extent 3 acres 2 roods and 10 perches.

10. All that allotment of land called Ketakellagahawatta alias Kahatagahawatta, situated at Katiyala aforesaid, in extent 2 roods and 32 perches more or less.

11. The undivided  $\frac{2}{8}$  shares of all that allotment of land called Meegahawatta and of the buildings standing thereon, situated at Katiyala aforesaid, in extent about 1 acre.

12. The undivided  $\frac{2}{8}$  shares of all that allotment of land called Meegahawatta and of the buildings standing thereon, situated at Katiyala aforesaid, in extent about 2 roods.

Commencing at 3 P.M.

3. The undivided  $\frac{3}{5}$  shares of all that field called Kahatagahakumbura alias Bakmeegahakumbura, situated at Gamanegegara or Unnarua, in Dasiya pattu of Alutkuru korale aforesaid, in extent 2 parrahs of paddy sowing ground.

13. All that allotment of land called Kirinugagahawatta, with the buildings thereon, situated at Kongodamulla, in Dunagaha pattu aforesaid, in extent  $1\frac{1}{2}$  acre more or less.

14. All that allotment of land now called and known as Dawatagahawatta, with the buildings standing thereon, depicted in plan No. 14 dated February 6, 1916, made by Mr. C. W. Collette, Surveyor, comprised of the 3 contiguous allotments of land, situated at Unnarua, in Dasiya pattu aforesaid, in extent 7 acres 3 roods and 8 perches.

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

C. RAJARATNAM,  
Auctioneer.

Negombo, October 11, 1920.

#### Auction Sale of Valuable Properties at Tudella, in Colombo District.

UNDER decree in case No. 14,293 of the District Court of Negombo, entered in favour of the plaintiff Seena Ana Ropata Suppiah Palle of Negombo, against the defendant, Jayasuriyakurana Perera of Tudella, and by virtue of the order to sell issued to us thereunder for the recovery of the claim, interest, and costs therein appearing, we shall sell the under-mentioned properties, mortgaged by bond No. 1,179, dated November 21, 1918, and attested by P. D. F. de Croos, Notary, by public auction, at the respective spots, on Monday, November 8, 1920:—

At 10 A.M.

1. An undivided  $\frac{1}{2}$  share from and out of the  $\frac{1}{2}$  share, in extent 1 bushel and 1 peck of paddy sowing ground, of the allotment of land called Kottagahawatta, and of the cadjan thatched house standing thereon, situate at Tudella in Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province, as primary mortgage.

At 10.30 A.M.

2. An undivided  $\frac{1}{2}$  share of the several contiguous allotments of land called Ambagahawatta at Hunupitiyawatta, situate at Tudella aforesaid, containing in extent 1 acre and 24 perches, with the tiled house standing thereon, as secondary mortgage.

Further particulars from Messrs. Amarasinghe & Ranasinghe, Proctors and Notaries, of Negombo, or from—

M. P. KURERA & Co.,  
Auctioneers.

#### Auction Sale of Valuable Properties at Boralessa, Bandirippuwa, Kirimetiya, and Diganawewa, in the District of Chilaw.

UNDER decree in case No. 14,314 of the District Court of Negombo, entered in favour of the plaintiff Suna Para Lena Suppramanian Chetty of Kochchikade, against the defendant Porutotage Isabel Perera of Boralessa in Kammal pattu, widow of the late Deago Perera, and by virtue of the order to sell issued to us thereunder for the recovery of the sum of Rs. 2,038.75, with interest on Rs. 1,750 at 18 per cent. per annum from June 2, 1920, till date of final decree and thereafter at 9 per cent. per annum

from September 5, 1920, till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged by bond No. 4,188, dated March 29, 1919, and attested by M. B. W. Jayasekara, Notary, as primary mortgage, by public auction, at the respective spots, on Tuesday, November 9, 1920:—

At 10 A.M.

1. The land Kahatagahawatta, situate at Boralessa in Kammal pattu of the Pitigal korale, in the District of Chilaw, North-Western Province, in extent about 20 perches, with the buildings thereon.

At 10.15 A.M.

The field Mahanelekumbura, situate at Boralessa aforesaid, in extent about 12 paras of paddy sowing ground; by this field, the undivided  $\frac{1}{2}$  share.

At 10.30 A.M.

3. The field Moonamalgahakumbura, situate at Boralessa aforesaid, in extent about 6 paras of paddy sowing ground; by this field, the undivided  $\frac{1}{2}$  share.

At 10.45 A.M.

4. The field Polgahakumbura, situate at Boralessa aforesaid, in extent about 12 paras of paddy sowing ground; by this field, the undivided  $\frac{1}{2}$  share.

At 11.15 A.M.

5. A portion of the field Madangahakumburuyaya, situate at Bandirippuwa in Otara palata of Pitigal korale aforesaid, in extent about 12 paras of paddy sowing ground.

At 11.30 A.M.

6. A portion of field Madangahakumburuyaya, situate at Bandirippuwa aforesaid, in extent about 2 paras of paddy sowing ground.

At 2.30 P.M.

7. The land marked S 52, situate at Kirimetiya in the said Otara palata, in extent about 8 acres 2 roods and 9 perches; of this land and the buildings thereof, the undivided  $\frac{1}{2}$  share.

At 4.30 P.M.

8. The land Getavulakele, situate at Diganawewa in Munnessaram pattu in the said Pitigal korale, in extent about 2 acres, with the buildings standing thereon.

Further particulars from Messrs. Amarasinghe & Ranasinghe, Proctors and Notaries, or from—

M. P. KURERA & Co.,  
Auctioneers.

#### Auction Sale.

In the District Court of Kandy.

(Under Mortgage Decree.)

(1) E. M. Smith, (2) R. M. Smith, both of Kandy. Plaintiffs.  
No. 28,159. Vs.

Hettiaratchige Siman Appuhamy of Hindagala, in Kandukara Pahala korale of Udapalata. Defendant.

UNDER and by virtue of a decree entered in this case and commission issued to me, I shall put for sale by public auction, at the respective spots, on Saturday, November 6, 1920, commencing at 2 P.M., the premises following, to wit:—

1. All that land called Panwattetheena, situated at Hindagala, in Kandukara Pahala korale of Udapalata, in the District of Kandy, Central Province; containing in extent 1 acre 3 roods and 10 perches.

2. All that field called Unumuwakumbura, situated at Hindagala aforesaid; containing in extent 3 roods and 21 perches.

3. All that land called Koswattedederawatta, situated at Hindagala aforesaid; and containing in extent 3 roods and 9 perches.

For further particulars please apply to Messrs. Jonklaas & Wambeek, Proctors, &c., Kandy, or to the undersigned—

No. 1, Colombo street, Kandy.

A. E. DAVID,  
Auctioneer.



**Auction Sale of Valuable Rubber Estate, with Bungalow, in the Yatiyantota District.**

41  
In the District Court of Kandy.  
(Under Mortgage Decree.)

W. L. Thomasz of Colombo ..... Plaintiff.  
No. 28,001. Vs.

H. R. Wiggin of Warakagoda estate, Yatiyantota ..... Defendant.

**U**NDER and by virtue of a decree entered in this case and commission issued to me, I shall put up for sale by public auction on Saturday, November 13, 1920, at 1 P.M., at the office of Messrs. Jonklaas & Wambeek, No. 1, Colombo street, Kandy, the premises following:—

(a) All that rubber estate, plantations, and premises called and known as Warakagoda, comprising the following allotments of land called and known as Andurugollahena and Medikelekena, now forming one property, situate at Warakagoda, in Pata Bulatgama division of the Three Korales in the District of Kegalla, Province of Sabaragamuwa, of the extent of 11 acres 1 rood and 7 perches.

(b) All that allotment of land called and known as Wewatowattehena *alias* Warakaowitahena, situate at Warakagoda aforesaid, of the extent of 2 acres 3 roods and 26 perches.

The above allotments form one property, and contain in extent 14 acres and 33 perches.

For further particulars please apply to Messrs. Jonklaas & Wambeek, Proctors, &c., Kandy, or to the undersigned—

A. E. DAVID,  
Auctioneer.

No. 1, Colombo street, Kandy.

41  
**Auction Sale of a Valuable House and Garden at Harasgama, Matale.**

**U**NDER mortgage Decree in case No. 27,819 of the District Court of Kandy, entered in favour of the plaintiff Wanniphchige Henry Isaakial Jirasinna of Asgiriya estate, Matale, against the defendant Udawalawwe Punchi Bandar Aluwihare of Harasgama, Matale, and by virtue of a commission issued to us thereunder, for the recovery of the amount therein stated, we shall sell by public auction, at the spot, at 3 P.M., on Saturday, November 13, 1920, the land called Dombagaskotuwwatta, containing in extent 6 acres 1 rood and 24 perches, together with the buildings, plantations, and everything thereon, situate at Harasgama, and within the Local Board limits of Matale, save and except therefrom a portion of about  $\frac{1}{2}$  an acre in extent, together with the cadjan thatched house and plantations thereon, belonging to Wickremesekera Nona, Mrs. Abeykoon, and others.

For further particulars apply to F. L. Goonewardana, Esq., Proctor and Notary Public, Kandy, or to us:

B. R. PERERA & Co.,  
Auctioneers, Matale.  
Matale, October 12, 1920.

41  
**Auction Sale.**

In the District Court of Galle.

(1) Kalaha's Marriage Mangelthina Alahakoon Lamaethani, wife of (2) Henry Wijeratne Alahakoon, both of Kalaha, in Galle ..... Plaintiffs.

No. 17,818. Vs.

Habaraduwe Hewage Adrian de Silva Wickramatilleke of Padinnoruwa ..... Defendant.

**B**Y virtue of a commission issued to me in the above case to recover the sum of Rs. 1,326, and interest thereof at 9 per cent. per annum from the date of decree and costs of suit, I shall sell by public auction on Saturday,

October 30, 1920, at 3 P.M., on the spot, the following property, to wit:—

The planter's undivided  $\frac{1}{2}$  share of the new plantation planted by him, together with all that undivided  $\frac{1}{2}$  part of the remaining fruit trees and soil, and the 13 cubits tiled house built by him on Mullegewatta *alias* Mullewatta, about  $4\frac{1}{2}$  acres in extent, situate at Padinnoruwa, in Talpe pattu of Galle District; and bounded on the north by Gangodagekumbura, east by Bomeegahawatta, south by Kitulgahawatta, and west by Hapunguwatta.

Galle, October 11, 1920. J. H. DABEYUNAWARDENA,  
Commissioner.

**Sale Notice.**

In the District Court of Jaffna.

Valupullai Kaandiah of Vannarponnai East, Jaffna. Plaintiff.  
No. 17,315.

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

**U**NDER 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 varugu culture, and Kampanvayal, in extent 5 lachams p. c. and 1 kuly, both forming one block; containing a total extent of 22 lachams varugu culture and p. c. and 1 kuly with stone, built house, portico, kitchen, wells, palmyras, 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 Vallypiram, 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 varugu 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 Kathiravalepulai, on the north by road, on the west and south by the property of Paramasamy Kurukkal Sillakurukkal.

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

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

**Auction Sale under Mortgage Decree.**

In the District Court of Kegalla.

Jayastiva Arachchillage Peter de Saram of Grandpass, Colombo ..... Plaintiff.

No. 5,443. Vs.

(1) Kalupahana George Dias of Meepitiya; (2) A. L. M. Saliha Hadjar, of No. 30, Grandpass, Colombo ..... Defendants.

**U**NDER and by virtue of the decree and order in the above case, I shall sell by public auction, on the spot, on Saturday, October 30, 1920, continuing if necessary on November 6, 1920, commencing at 2.30 P.M., the under-mentioned properties declared bound and executable for the recovery of the principal, interest, and costs of suit:—

(1) An undivided  $\frac{1}{2}$  share of Unagalawatta *alias* Gabbalawatta, of 59 acres and  $24\frac{3}{100}$  perches in extent, situated at Gabbala in Walgam Pattu; and bounded on the east by stone fence, Belgodawatta, the village limit of Batalegoda,

Parape, and the Crown land, on the south by Pinchaparapaya-hena, Godayekandegala, and Unagalagala, on the west by Kehelhena and Moratennayayehena, and north by Tanakotuwehena, Wanagehena, Bulugahamulahena, and Walarambahena.

(2) Niyandagalapallehena, of 6 lahas paddy sowing extent, situated at Meepitiya; and bounded on the east by the ditch, endaru fence, and Galpokura, on the south by Bulu tree and rock, west by Millagahamulagala, Yatikona, and Galima, north by Galenda.

(3) Ambagahamulahena *alias* Galwelahena, of 2 pelas and 5 lahas paddy sowing extent, situated at Meepitiya; bounded on the east by dawba tree of the garden belonging to Andrew Perera and ditch, on the south by Mahagalenda of the garden belonging to Konrath Appuhani, on the west by Ketakala tree and Mahahumbaha, north by the limit of Defawela.

(4) Weweldeniyehena, of 2 acres 3 roods and 38 perches in extent, situated at Pallekarandupone; and bounded on the north by Weweldeniyekimbura; east by boundary path of the tea estate, south by village limit, west by Mala-ela and Tennapitabinhumbaha.

(5) Wegollemukalana, of 4 acres and 30 perches in extent, situated at Pallekarandupone; and bounded on the north by allotment of land reserved along Weweldeniya-ela, Rotupille-ela, and the land claimed by natives, on the east by allotment reserved along Rotupille-ela, on the south by land marked T. P. 172,219 and the allotment of land marked No. 23 in T. P. 8,083, on the west by allotment of land marked No. 23 in T. P. 8,083 and the land claimed by the natives.

(6) Weweldeniyemukalana, of 1 acre and 14 perches in extent, situated at Karandupone; and bounded on the north and east by the land which is said to belong to Karandupone estate, on the south by the land marked T. P. 172,219, and on the west by water-course and land claimed by the natives and the road appearing in the plan No. 270,338.

(7) Hitinawatta, of 15 lahas paddy sowing extent, situated at Meepitiya; and bounded on the east and south by field, on the west by the ditch, north by Gamarallagewatta and the limit of Nagahahenawatta.

(8) Kumburalangabogahamulahena, of 12 lahas paddy sowing extent, situated at Meepitiya; bounded on the east and south by limit of Durainnehena, on the west by limit of Gamarallagehena, north by Cumburemaha-ela.

(9) Raddalapaskandekadawetichahena, of 12 lahas paddy sowing extent, situated at Meepitiya; and bounded on the east by the limit of Koralemahatmayagehena, south by limit of Dehigahamulahena, west by limit of Kauwenayagehena, and on the north by ela.

(10) Kahabiliyawelamillagahamulahena, of 1 pela paddy sowing extent, situated at Meepitiya aforesaid; and bounded on the east by bank and set up stones, south by from

Dampanduralangahadapugal to milla tree, west by limit of Hitigehena, north by Maha-ela.

(11) Kahabiliyawelamillagahamulahena, of 8 lahas paddy sowing extent, situated at Meepitiya; and bounded on the east by jak tree and milla tree, south by Mala-ela, west by limit of Peradambagollehena and anthill, north by limit of Raddalapaskandekadawetichahena and from gonna tree to Galpokura.

(12) An undivided 1 timba of paddy sowing below the circular road towards the north from and out of Pathahawatta, of 15 lahas paddy sowing extent, situated at Meepitiya; and bounded on the east by endaru fence and kahata tree, on the south by ela, west by ditch, endaru fence and culvert, north by from Galhulaha to imbul tree and to endaru fence.

(13) An undivided 2/5 shares of Thanakotuawatta and Pallewattakella, of 2 acres and 20 perches in extent, situated at Meepitiya; and bounded on the north by ela, east by lima tree and Pallewatta, south by high road, and west by Viyanalagekirihatanageidama.

(14) An undivided 2/5 shares of Pallewatta, of 3 roods and 20 perches in extent, situated at Meepitiya aforesaid; and bounded on the north by ela, east by from endaru fence to eriya tree, and Alurupana Banda's land, south by high road, and west by endaru fence.

(15) An undivided 21/30 shares of contiguous lands called Pallewatta and Tanakotuawatta, together with the buildings appearing thereto, of 12 lahas of paddy sowing extent, situated at Meepitiya; and bounded on the north by ela, east by from eriya tree and endaru fence, in a line with eriya tree, on the south by the high road, and west by the endaru fence.

(16) An undivided 1/4 share of the contiguous of land called Tanakotuawatta and Pallewatta, of 2 pelas of paddy sowing extent, situated at Meepitiya; bounded on the east by endaru fence of the garden belonging to C. W. Molligoda, Ratemahatmaya, on the south by high road, west by Totillakanuwa and Galenda, and on the north by ela and Galenda.

(17) Pathahahena plantations and the buildings thereon, of 2 pelas and 5 lahas paddy sowing extent, situated at Meepitiya; and bounded on the east by dry stream of Nagahatennehena, south by Maha-ela, west by milla tree and cut jak post at the limit of the remaining portion of this land, north by kahata tree and the limit of Kalgamagehena and Galenda.

(18) Dankotuawegollehenawatta of either side of the high road and residing tiled house, of 2 pelas and 5 lahas of paddy sowing extent, situated at Meepitiya; and bounded on the north by Galenda, east by limit of Deewalayagehena, south by ela, west by ditch and fence.

K. RATNASINGHAM,  
Commissioner.

October 4, 1920.

### APPLICATIONS FOR FOREIGN LIQUOR LICENSES, &c.

Whereby give notice that I have on September 28, 1920, applied to the Assistant Government Agent, Kegalla, for the licenses shown in the schedule hereto annexed, for the licensing period ending September 30, 1921:

*Schedule referred to.*

Name and address of applicant: J. D. P. Rayer, Yatiyantota.

Description of license or licenses applied for: Foreign liquor, retail, and tavern licenses.

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

Situation of premises to be licensed: Yatiyantota town.

Ruanwella, October 1, 1920.

J. D. P. RAYER.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Calculation of Pound Sterling.

IT is hereby notified that for Customs purposes the pound sterling will be calculated at the rate of 1s. 8d. to the rupee, with effect from the 9th instant until further orders.

H. M. Customs,  
Colombo, October 8, 1920.

F. BOWES,  
Principal Collector.

## Statement showing the importation of Rice into the various Ports of Ceylon during the Week ended October 9, 1920.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Rangoon ..	19,180
	Singapore ..	23
	Tuticorin ..	36
Point Pedro	Rangoon ..	4,194

Shipped during the week, 1,560 bags rice.

H. M. Customs,  
Colombo, October 12, 1920.

H. A. BURDEN,  
for Principal Collector.

## C/Bolawatte Mixed Sinhalese School.

NOTICE is hereby given that an application has been received from His Grace the Archbishop of Colombo for a grant in aid of his C/Bolawatte Mixed Sinhalese School, which is situated in the Chilaw District of the North-Western Province.

Observations will be received not later than November 1, 1920.

Education Office,  
Colombo, October 7, 1920.

A. S. HARRISON,  
Acting Director of Education.

## Change of School Management.

NOTICE is hereby given that Rev. A. E. Restarick has been appointed Manager of the Schools mentioned below in place of Rev. W. J. Noble.

## Schools referred to.

- C/Methodist College.
- C/Pettah Girls' School.
- C/Pettah Boys' (Night) Sinhalese and Tamil School.

Education Office,  
Colombo, October 8, 1920.

A. S. HARRISON,  
Acting Director of Education.

## Change of School Management.

NOTICE is hereby given that Rev. W. O. Beven has been appointed Manager of the Schools mentioned below in place of Rev. W. J. Noble.

## Schools referred to.

- Seeduwa Vernacular Mixed School.
- Raddoluwa Vernacular Mixed School.
- Tunpola Vernacular Mixed School.
- Kurana Boys' Vernacular School.
- Kurana Girls' Vernacular School.
- Katunayaka English School.
- Andiambalama Girls' Vernacular School.
- Dalupota Vernacular Mixed School.
- Polwatta Vernacular Mixed School.
- Petiyağoda Vernacular Mixed School.
- Katana.
- Miriswatta Vernacular Mixed School.
- Dagonna Vernacular Mixed School.
- Horagasmulla Girls' Vernacular School.

Education Office,  
Colombo, October 8, 1920.

A. S. HARRISON,  
Acting Director of Education.

## BT/Arasadi Practising Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. A. Lockwood for the conversion of his grant-in-aid BT/Arasadi Practising Vernacular Mixed School, which is situated in the Batticaloa District of the Eastern Province, into an Anglo-Vernacular School. Observations will be received not later than November 4, 1920.

Education Office,  
Colombo, October 8, 1920.

A. S. HARRISON,  
Acting Director of Education.

## Summary of Accounts of the Kandy District Schools Committee for 1919.

Receipts.		Rs.	c.	Expenditure.		Rs.	c.
Government contributions		36,743	33	Salaries		2,422	0
Village Committee contributions		3,099	85	Repairs to schools		3,225	31
School fines		3,858	60	Making fences, wells, &c.		398	80
Subscriptions for schools		1,229	42	Furniture		35	0
Furniture		42	7	New school buildings extensions, &c.		21,222	89
Miscellaneous		19	37	Miscellaneous		822	72
Excess recovered		0	10				
		44,992	74	Total payments during 1919.		28,126	72
Balance of previous year 1918 ..		17,976	80	Balance at end of 1919 ..		34,842	83
Total receipts during 1919		62,969	54	Total		62,969	54

The Kachcheri,  
Kandy, October 6, 1920.

W. L. KINDERSLEY,  
Chairman.

## Abstract of Cooly Labourers on Estates in the several Provinces during the Quarter ended June 20, 1920.

District.	Number of Estates.	Number of Males.	Number of Immigrant Females.	Total.	Number of Births.	Number of Deaths.
<i>Western Province.</i>						
Colombo ..	99	9,569	8,377	17,946	226	124
Kalutara ..	131	18,545	15,016	33,561	372	196
<i>Central Province.</i>						
Kandy ..	591	73,660	73,955	147,615	1,295	1,132
Nuwara Eliya ..	219	40,581	40,995	81,576	830	703
Matale ..	114	15,734	14,116	29,850	361	233
<i>Southern Province.</i>						
Galle ..	41	4,011	2,918	6,929	83	54
Matara ..	32	3,135	2,566	5,701	65	55
Hambantota ..	—	—	—	—	—	—
<i>North-Western Province.</i>						
Kurunegala ..	71	4,451	3,407	7,858	91	42
Puttalam ..	6	46	23	69	1	—
Chilaw ..	13	142	54	196	1	—
<i>Province of Uva.</i>						
Badulla ..	201	37,407	36,201	73,608	683	602
<i>Province of Sabaragamuwa.</i>						
Ratnapura ..	119	23,059	20,197	43,256	443	384
Kegalla ..	149	25,364	23,225	48,589	488	241

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

GRAEME THOMSON,  
Colonial Secretary.

**Sale of Timber.**

**A**N auction sale of the under-mentioned logs lying at Kankasanturai Customs premises, will be held on the spot by the Assistant Conservator of Forests, Northern Division, on Monday, November 8, 1920, at 10 A.M. subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per cubic foot, and no advance of less than 25 cents per cubic foot will be accepted.
2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.
4. Measurements as recorded by the Assistant Conservator of Forests must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements and to represent any differences promptly.
5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depôt within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchaser until removed.
6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at such re-sale, while if an enhanced price is realized at such re-sale, he shall, however, have no claim to the profit which shall accrue to Government.
7. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.
8. Further particulars can be obtained from the Forest Office, Jaffna.

*List of Logs.*

	Cub. Contents.
18 Satinwood ..	317'0·0
9 Palu ..	190'0·0
9 Ranai ..	182'0·0
2-Sirupunnai ..	9'0·0
10 Margosa ..	233'0·0
15 Milla ..	302'0·0
4 Halmilla ..	53'0·0
67	

H. F. TOMALIN,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, October 12, 1920.

**Sale of Ebony.**

**A**N auction sale of the under-mentioned ebony will be held at the Central Timber Depôt, Kew road, Slave Island, Colombo, on Saturday, November 6, 1920, at 11 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per lot, and no advance of less than Re. 1 per lot will be accepted.
2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
3. Payment of 25 per cent. of the successful bid to be made at time of sale if so required.
4. Depôt weights must be accepted, but buyers can have the right of giving notice, before the expiration of the date of payment, of having the actual weight ascertained. Should the difference between the depôt weight and the weight ascertained

after re-weighing be more than 1½ per cent., the cost of re-weighing is to be borne by the Forest Department, and if within 1½ per cent. by the purchaser; any difference between the depôt weight and the weight ascertained after re-weighing is to be paid or allowed for, as the case may be. Should two or more purchasers desire to re-weigh their timber on the same day, precedence will be given to the buyer whose notification of intention to re-weigh reaches the Assistant Conservator of Forests first.

5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depôt within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the re-sale, while if an enhanced price is realized at such re-sale, he shall, however, have no claim to the profit which shall accrue to Government.

7. Agents bidding for others will be required to produce a written authority from the firm or persons for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.

Forest Division.	No. of Log or Lot.	Quantity offered for Sale.
		Tons. cwt. qr. lb.
Central	30	3 16 2 7

**LIST OF EBONY LOGS.**

*Central.*

Divisional No.	C. T. D. No.	Length.		Girth.		Weight.		Blackness of Wood.
		Ft. in.	Ft. in.	Ft. in.	Tons. cwt. qr.	lb.		
49	..1618..	10	6.. 2 0..	0	1	3 14*	Black	
16	..1619..	16	3.. 2 6..	0	3	2 7†	Slightly marked	
15	..1620..	16	2.. 1 10..	0	2	3 21*	Black	
11	..1621..	14	8.. 2 6..	0	5	0 0*	do.	
30	..1622..	15	6.. 2 8..	0	4	2 14*	do.	
12	..1623..	14	3.. 2 3..	0	4	1 21†	Figured	
37	..1624..	15	3.. 2 6..	0	4	1 0*	Black	
39	..1625..	10	0.. 2 3..	0	1	2 21*	do.	
33	..1626..	13	4.. 1 6..	0	1	1 21†	do.	
8	..1627..	7	8.. 1 10..	0	1	0 14*	do.	
10	..1628..	8	5.. 1 7..	0	1	0 0*	do.	
45	..1629..	14	0.. 2 1..	0	2	0 0†	do.	
3	..1630..	16	3.. 1 11..	0	2	0 0*	Slightly marked	
23	..1631..	6	11.. 5 4..	0	6	0 7‡	Black	
14	..1632..	14	9.. 2 3..	0	3	2 14*	Slightly marked	
22	..1633..	8	9.. 1 8..	0	1	0 21*	Black	
21	..1634..	16	11.. 1 7..	0	2	0 0*	do.	
6	..1635..	16	0.. 1 7..	0	2	0 0*	do.	
25	..1636..	10	3.. 4 2..	0	7	2 14*	do.	
32	..1637..	12	0.. 2 1..	0	2	3 14†	do.	
44	..1638..	15	3.. 1 6..	0	1	3 0*	do.	
52	..1639..	11	10.. 1 9..	0	1	3 0*	do.	
1	..1640..	10	3.. 2 7..	0	2	1 21*	do.	
51	..1641..	11	3.. 1 6..	0	1	2 0*	do.	
41	..1642..	16	6.. 1 4..	0	1	0 21*	do.	
7	..1643..	9	6.. 1 4..	0	0	3 21*	do.	
20	..1644..	10	3.. 1 8..	0	1	0 21*	do.	
4	..1645..	15	3.. 2 1..	0	0	2 14*	Slightly flowered	
19	..1646..	10	3.. 2 6..	0	2	1 21†	Black	
34	..1647..	9	5.. 1 9..	0	1	1 21*	do.	
Total						3 16 2 7		

\* Sound. † Partly unsound. ‡ Partly sound. § Unsound.

Office of the Conservator of Forests,  
Kandy, October 8, 1920.

H. F. TOMALIN,  
Conservator of Forests.

**Sale of Satinwood.**

**A**N auction sale of the under-mentioned satinwood will be held at the Central Timber Depôt, Kew road, Slave Island, Colombo, on Saturday, November 6, 1920, at 10 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per cubic foot, and no advance of less than 25 cents per cubic foot will be accepted.
2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.

3. Payment of 25 per cent. of the successful bid to be made at time of sale if so required.

4. Depôt measurements must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements recorded in the notice and to represent any differences promptly.

5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depôt within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the re-sale, while if an enhanced price is realized at such re-sale, he shall, however, have no claim to the profit which shall accrue to Government.

7. Flowered logs, if not so advertised, shall be excluded from the lots advertised in the list, and shall be put up separately, at the discretion of the Assistant Conservator of Forests, after consulting the wishes of prospective purchasers.

8. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.

Division.	No. of Logs.	Cubic Feet.
Eastern	32	982.8
Central	17	595.70
North-Central	1	25.44
<b>Total</b>	<b>50</b>	<b>1,603.22</b>

LIST OF SATINWOOD LOGS.

Eastern.							
Div. No.	C. No.	T. No.	D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Soundness of Log.
69	898	19	3	4 5	23 46	23.46	Sound*
118	982	16	3	5 2	27 10	27.10	do.*
10	1018	15	3	6 4	38 22	38.22	do.†
North-Central.							
26	967	11	0	6 1	25 44	25.44	Sound*
Central.							
19	786	13	3	6 5	34 9	34.9	Sound*
39	787	16	3	5 6	30 71	30.71	do.*
14	788	17	6	6 0	39 37	39.37	do.*
6	790	14	9	7 8	54 18	54.18	do.*
40	791	17	9	5 10	37 74	37.74	do.*
12	793	12	9	7 2	40 92	40.92	do.*
13	794	18	3	5 4	32 43	32.43	do.*
32	795	14	9	6 1	34 11	34.11	do.†
4	796	16	3	5 4	28 88	28.88	do.*
5	797	15	9	4 9	22 20	22.20	do.*
21	798	10	9	6 8	29 85	29.85	do.§
23	799	13	6	6 2	32 7	32.7	do.*
34	800	12	9	6 1	29 43	29.43	do.*
28	801	15	9	5 10	33 49	33.49	do.
18	802	13	9	5 10	29 23	29.23	do.*
31	803	15	6	6 10	45 22	45.22	do.*
31	804	13	0	7 2	41 73	41.73	do.*
Eastern.							
22	831	20	3	4 8	27 56	27.56	Sound*
35	834	16	0	5 11	35 0	35.0	do.*
36	835	18	3	5 11	39 92	39.92	do.
53	837	22	6	4 9	31 72	31.72	do.*
81	838	18	0	5 3	31 0	31.0	do.*
61	840	21	0	5 6	39 70	39.70	do.*
85	843	22	6	4 6	28 47	28.47	do.*
136	850	16	9	4 5	20 41	20.41	do.
82	853	19	0	4 1	19 79	19.79	do.*
74	856	23	3	4 5	28 34	28.34	do.*
112	863	13	0	5 7	25 32	25.32	Partly sound (**)
138	866	13	9	5 4	24 44	24.44	Sound
88	873	20	0	5 3	34 45	34.45	do.*
130	875	15	3	4 9	21 50	21.50	do.*
64	880	22	6	4 10	32 85	32.85	do.*
91	881	19	3	5 0	30 7	30.7	do.*

Div. No.	C. No.	T. D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Soundness of Log.
108	885	22	0	4 4	25 81	Sound*
30	887	19	0	5 8	38 13	do.*
86	890	25	6	4 8	34 70	do.*
4	891	22	3	5 3	38 32	do.*
67	892	19	6	4 7	25 59	do.*
80	895	21	3	5 5	38 95	do.*
62	896	21	6	5 4	38 21	do.*
21	897	19	9	5 1	31 89	do.*
69	898	19	3	4 5	23 46	do.*
27	902	17	0	5 2	28 36	do.*
115	977	23	0	4 2	24 95	do.*
113	978	21	3	5 4	37 77	do.¶
106	979	15	0	6 3	36 62	Unsound*
Total					1,603.22	

\* Plain. † Streaked. ‡ Well figured. § Figured. || Slightly figured. ¶ Slightly flowered. \*\* Flowered.

Office of the Conservator of Forests, Kandy, October 8, 1920. H. F. TOMALIN, Conservator of Forests.

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.
Keppitivalana, 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.

Rinderpest.

WHEREAS by proclamations dated August 18 and 26, 1920, and published in the Government Gazette Nos. 7,124 of August 27, 1920, and 7,126 of September 3, 1920, the villages known as Megodakolonnawa and Wennawatta in Colombo Mudaliyar's division of the Western Province were proclaimed as infected areas in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said areas, it is hereby notified and declared that they are free from rinderpest and no longer infected areas.

This declaration is to take effect from this date.

The Kachcheri, Colombo, October 5, 1920. W. A. WEERAKOON, for Government Agent.

Anthrax.

WHEREAS anthrax has broken out on Rickarton estate, Maskeliya, in Uda Bulatgama, in the District of Kandy, in the Central Province: It is hereby declared that the area, boundaries of which are specified below is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909.

This declaration is to take effect from the date hereof.

Kandy Kachcheri, October 12, 1920. A. W. METZELING, for Government Agent.

Boundaries referred to:

- North by Rutherford estate.
- East by Kelani-ganga.
- West by Crown land.
- South by Bittern estate.

## NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1919."

## Notice under Excise Notification No. 109 of March 26, 1920.

WITH reference to notification dated September 6, 1920, published in *Gazette* No. 7,127 of September 10, 1920, it is hereby notified that the villages served by the arrack tavern at Ganemulla are as follows:—Meddagoda, Galhitiyawa, Orutota, Pahalayagoda, and Ganemulla.

Colombo Kacheheri,  
October 12, 1920.

J. G. FRASER,  
Government Agent.

Notice regarding Local Option *re* Toddy Taverns, 1921-1922.

IT is hereby notified for public information that the Assistant Government Agent of the Matara District, in exercise of the powers vested in him by rule 5 of the rules specified in Excise Notification No. 110 of March 26, 1920, has appointed the under-mentioned dates and places for recording votes for the purpose of ascertaining whether 75 per cent. of the road tax-paying inhabitants of the respective areas are opposed to the existence of the toddy taverns within such areas:—

1. November 4, 1920, between 1 P.M. and 4.30 P.M., at the Matara Kacheheri, for recording of votes in respect of the Hittaliya toddy tavern area.
2. November 6, 1920, between 9 A.M. and 12.30 P.M., at the Akuressa Resthouse, for recording of votes in respect of the Akuressa toddy tavern area.
3. November 9, 1920, between 9 A.M. and 12 noon, at the Godapitiya Gansabhawa, for recording of votes in respect of the Poratota toddy tavern area.
4. November 15, 1920, between 1 P.M. and 4.30 P.M., at the Public Works Department bungalow, at Yatiyana, for recording of votes in respect of the Yatiyana toddy tavern area.
5. November 16, 1920, between 1 P.M. and 4.30 P.M., at the Kekanadura Gansabhawa, for recording of votes in respect of Parawahera toddy tavern area.
6. November 17, 1920, between 10 A.M. and 12 noon, and 1 P.M. and 4 P.M., at Kottagoda, for recording of votes in respect of Kottagoda toddy tavern area.

7. November 18, 1920, between 8 A.M. and 11.30 A.M., at the Babarenda Grant-in-aid School, for recording of votes in respect of the Ratmale toddy tavern area.

The Kacheheri, W. L. MURPHY,  
Matara, October 11, 1920. Assistant Government Agent.

Notice regarding Local Option *re* Arrack Taverns, 1921-1922.

IT is hereby notified for public information that the Assistant Government Agent of the Matara District, in exercise of the powers vested in him by rule 5 of the rules specified in Excise Notification No. 109 of March 26, 1920, has appointed the under-mentioned dates and places for recording votes for the purpose of ascertaining whether 75 per cent. of the road tax-paying inhabitants of the respective areas are opposed to the existence of the arrack taverns within such areas:—

1. November 6, 1920, between 2 P.M. and 4.30 P.M., at the Akuressa Resthouse for recording of votes in respect of the Akuressa arrack tavern area.
2. November 8, 1920, between 2 P.M. and 4.30 P.M., at the Maramba School, for recording of votes in respect of the Peddapitiya arrack tavern area.
3. November 9, 1920, between 1 P.M. and 4.30 P.M., at the Godapitiya Gansabhawa for recording of votes in respect of the Godapitiya arrack tavern area.
4. November 12, 1920, between 1 P.M. and 4 P.M., at the Mulatiyana Village Committee bungalow for recording of votes in respect of the Mulatiyana arrack tavern area.

The Kacheheri, W. L. MURPHY,  
Matara, October 11, 1920. Assistant Government Agent.

## SALE OF TOLL AND OTHER RENTS.

## Tenders for Ferry Rents, Ratnapura District.

NOTICE is hereby given that the Government Agent of the Province of Sabaragamuwa, Ratnapura, will receive tenders at the Ratnapura Kacheheri, at 1 P.M., on November 20, 1920, for the purchase of the under-mentioned toll rent from January 1, 1921, to December 31, 1921.

2. (a) Tenderers must be present or satisfy the Government Agent by some duly accredited agent that the tenders are *bona fide*.

(b) Tenders should be marked "Tender for Toll Rents" in the left hand top corner of the envelope, which should also bear the name of rent for which tender is made.

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

4. He will also be required to deposit money to pay the fees of the Crown Proctors for examining and giving

their opinion of the title deeds of properties tendered by him as security, and for examining and settling the security bond, and the fees charged by the Crown Proctors for examining documents and drawing the security bond, the expenses of appraising the properties, and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 22 of 1909.

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

6. Further information can be obtained on application to the Government Agent of the Province of Sabaragamuwa, Ratnapura.

## Ratnapura District.

Toll at Nawangoda ferry on the Village Committee road from Kalawane to Kukulegama, in Meda pattu of Kukul korale.

Ratnapura Kacheheri,  
October 11, 1920.

C. E. DE PINTO,  
for Government Agent.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

Prices of Foodstuffs, &amp;c., in Colombo, on October 13, 1920.

	Per	Wholesale.		Retail.		Per	Wholesale.		Retail.	
		Rs. c.	Per	Rs. c.	Per		Rs. c.	Per	Rs. c.	
Paddy, Country ..	Bushel	..	..	..	..	..	..	..	..	..
Paddy, Imported ..	do.	..	..	..	..	..	..	..	..	..
Rice, Country ..	do.	..	..	..	..	..	..	..	..	..
Rice, Kara ..	do.	..	..	..	..	..	..	..	..	..
Rice, Kallunda ..	do.	..	..	..	..	..	..	..	..	..
Rice, Sulai ..	do.	..	..	..	..	..	..	..	..	..
Rice, Muttusamba ..	do.	..	..	..	..	..	..	..	..	..
Raw Rice (Rangoon)	do.	..	..	..	..	..	..	..	..	..
Raw Rice (Singapore)	do.	..	..	..	..	..	..	..	..	..
Raw Rice (Batavia)	do.	..	..	..	..	..	..	..	..	..
Dholl (Thovaram)	do.	..	..	..	0 25	..	..	..	..	0 10
Dholl (Mysore)	do.	..	..	..	0 24	..	..	..	..	0 45
Green Gram ..	do.	..	..	..	0 23	..	..	..	..	0 25
Ulundu ..	do.	..	..	..	0 24	..	..	..	..	80c. to 1 50
Gram ..	do.	..	..	..	0 22	..	..	..	..	0 88
Wheat Flour ..	..	..	..	..	0 14	..	..	..	..	0 20
American Flour ..	..	..	..	..	..	..	..	..	..	..
Ghee, Cow ..	..	..	..	..	5 50	..	..	..	..	0 19
Ghee, Buffalo ..	..	..	..	..	4 50	..	..	..	..	..
Milk ..	..	..	..	..	0 30	..	..	..	..	..
Potatoes (Indian) ..	..	..	..	..	0 10	..	..	..	..	..
Potatoes (Bangalore)	..	..	..	..	..	..	..	..	..	..
Onions (Bombay) ..	..	..	..	..	0 11	..	..	..	..	..
Onions, Red ..	..	..	..	..	0 7	..	..	..	..	..
Bread ..	..	..	..	..	1-lb. loaf ..	..	..	..	..	..
Tea ..	..	..	..	..	..	..	..	..	..	0 60
Coffee ..	..	..	..	..	..	..	..	..	..	0 68
Limes ..	..	..	..	..	..	..	..	..	..	0 12
Coconuts ..	..	..	..	..	..	..	..	..	..	10c. to 0 14
Sugar, Soft ..	..	..	..	..	..	..	..	..	..	0 42
Sugar, Crepe ..	..	..	..	..	..	..	..	..	..	0 38
Sugar (Ceylon) ..	..	..	..	..	..	..	..	..	..	..
Sugar Candy ..	..	..	..	..	..	..	..	..	..	0 64
Sugar, Brown ..	..	..	..	..	..	..	..	..	..	..
Salt ..	..	..	..	..	..	..	..	..	..	0 11
Salt ..	..	..	..	..	..	..	..	..	..	0 5½
Dried Chillies ..	..	..	..	..	..	..	..	..	..	0 32
Coriander ..	..	..	..	..	..	..	..	..	..	0 22
Pepper ..	..	..	..	..	..	..	..	..	..	0 56
Garlic ..	..	..	..	..	..	..	..	..	..	0 40
Mustard ..	..	..	..	..	..	..	..	..	..	0 40
Turmeric ..	..	..	..	..	..	..	..	..	..	0 18
Fenugreek ..	..	..	..	..	..	..	..	..	..	0 18
Cummin ..	..	..	..	..	..	..	..	..	..	0 40
Aniseed ..	..	..	..	..	..	..	..	..	..	0 24
Tamarind ..	..	..	..	..	..	..	..	..	..	0 10
Jaggery ..	..	..	..	..	..	..	..	..	..	0 45
Gingelly ..	..	..	..	..	..	..	..	..	..	0 25
Gingelly Oil ..	..	..	..	..	..	..	..	..	..	80c. to 1 50
Coconut Oil ..	..	..	..	..	..	..	..	..	..	0 88
Kerosine Oil, Day-light ..	..	..	..	..	..	..	..	..	..	0 20
Kerosine Oil, Mon-key Brand ..	..	..	..	..	..	..	..	..	..	0 19
Matches, Three Stars ..	..	..	..	..	..	..	..	..	..	..
Matches (Japanese)	..	..	..	..	..	..	..	..	..	12 boxes 0 25
Beef ..	..	..	..	..	..	..	..	..	..	0 24
Mutton ..	..	..	..	..	..	..	..	..	..	0 30
Pork ..	..	..	..	..	..	..	..	..	..	0 90
Chickens ..	..	..	..	..	..	..	..	..	..	0 60
Eggs ..	..	..	..	..	..	..	..	..	..	75c. to 1 0
Dry Fish, Nettali (Halmessan) ..	..	..	..	..	..	..	..	..	..	0 7
Dry Fish (Maldiva)	..	..	..	..	..	..	..	..	..	0 30

The Municipal Office,  
Colombo, October 13, 1920.J. A. MAYBIN,  
Financial Assistant to the  
Chairman, Municipal Council.

## NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

NOTICE under the Patents Ordinance, published in *Government Gazette* No. 7,132 of October 1, 1920, Part I, page 2380, should read as No. 1,772 of September 18, 1919, and not No. 1,772 of September 18, 1920, as therein stated.

E. HUMAN,  
Registrar of Patents.

THE following Specifications have been accepted :—

No. 1,746 of July 26, 1920.

Alfred James Norton.

"Improvements in or relating to circular knitting machines and articles produced therefrom."

Abstract.—The nature of the invention is indicated in the claims as follows :—

1. A stocking or sock having a leg and instep of ribbed fabric patterned by tuck stitches, and plain heel, to toe and foot bottom, substantially as described.
2. A stocking or sock as claimed in the preceding claim, wherein the leg and instep are formed of tubular fabric and the heel, toe, and foot bottom are knitted on, substantially as described.
3. The herein described method of producing stockings and socks which consists in taking a length of tubular ribbed fabric patterned by tuck stitches and equal to the length of two legs, cutting the same across for half its diameter, then longitudinally, and then across the remaining half to form two leg blanks, and then knitting on to the severed end of each blank a seamless heel, toe, and foot bottom, substantially as set forth.
4. A circular rib knitting machine of the type herein referred to, provided with mechanism for causing certain of the needles in the machine head or the frame or both to accumulate their loops for a certain number of courses before they are knocked over and formed into stitches; for the purpose described.
5. A machine as claimed in claim 4, wherein the mechanism which causes the certain needles to tuck is automatically controlled for the purpose of rendering said needles operative and inoperative for tucking purposes, substantially as described.
6. A machine as claimed in claim 4 or 5, wherein the tucking is effected by needles which are not operated upon by the usual clearing cam, but which are moved for clearing by separate cams put into and out of action by intermediate means operated by a prearranged pattern device, substantially as described.

7. A constructional form of the subject-matter of claim 6, wherein the cams controlling the action of the patterning needles are put into and out of action by means of removable and interchangeable cams on a rotating ratchet wheel having a step by step motion in correspondence with the rotation of the machine, substantially as and for the purpose described.

8. A circular rib knitting machine of the type herein referred to, having notched needle jacks, in the machine head a movable cam to actuate said jacks, means such as a lever and rod to actuate said cam, short butted needle jacks in the frame or cylinder, a movable cam to actuate said jacks, a rotatable ratchet wheel having cams thereon to move the rod and the cylinder cam, and a pawl and lever operable by a cam revolving with the cylinder to rotate said ratchet wheel, substantially as and for the purpose described.

9. In a circular rib knitting machine of the kind herein referred to, patterning mechanism constructed, arranged, and operating substantially in the manner as and for the purpose described with reference to the accompanying drawings.

10. A stocking or sock formed substantially in the manner herein described with reference to the accompanying drawings.

Two sheets of drawings.

No. 1,754 of August 5, 1920.

Joachim Estrade.

"Improvements in arrangements for holding firmly on the soil mechanical apparatus employed in husbandry."

Abstract.—The nature of the invention is indicated in the claims as follows:—

1. In anchoring carriages and like vehicles employed in cable traction systems for cultivating land by mechanical power, means whereby it is possible to vary by hand or automatically in accordance with the magnitude of the tractional stress on the cable the height of the point where the tractional stress of the cable is applied to the vehicle, that is to say, the height of the pulley or roller A over which the cable B runs, in such a manner that the resultant of the cable stress and the weight of the vehicle passes as nearly as possible through the edge of the wheels placed on that side of the carriage where the tractional stress is applied.

2. In anchoring carriages and like vehicles according to claim 1, the automatic regulation of the height of the pulley over which the traction cable passes above the ground effected by partially utilizing the tractional strain of the cable, the said arrangement comprising a lever with two unequal arms 14, 15 oscillating around a horizontal pivot or shaft 12 on which a guide pulley 13 for the cable is mounted, the end of the longer arm 14 of this lever being furnished with the pulley or roller A the height of which above the ground is to be regulated, and the end of the small arm 15 being provided with a shaft to which are attached two rods 18 bearing against antagonistic compression springs 7 regulated by nuts and counter nuts which constantly tend to lift the roller A from the ground when the traction strain is reduced.

3. In anchoring carriages and like vehicles according to claim 1, the arrangement effecting the automatic regulation of the height above the ground of the pulley over which the traction cable passes, comprising a parallelogram frame mounted on a vertical pivot 21 on the vehicle and supporting an upright 34 at the lower end of which the cable pulley rotates, the said pivot being connected through bands 22 to two vertical members 24, 25 of the parallelogram frame which are furnished above and below with transverse shafts 26, 27 on which the arms of the said frame pivot, a bent lever also pivoting on the upper transverse shaft 26 and between the two upper arms, the small arm of which lever serving as a point of attachment of a compression spring 7, the long arm of the bent lever being fixed in the middle of the length of a crossbar 36 connecting the two upper arms, the four arms of the frame being moreover pivotally attached to horizontal bars 30, 32 fixed to the upright carrying the cable pulley or roller A, the traction exercised by the cable passing around the pulley tending to cause the parallelogram frame to tend to assume a rectangular form and force the bent lever 37 to turn on its pivot and so compress the spring 7, thus enabling the pulley to descend to the required extent without disturbing the equilibrium of the vehicle whatever the tractional strain may be.

Two sheets of drawings.

E. HUMAN,  
Registrar of Patents.

## LOCAL BOARD NOTICES.

### Election of Unofficial Members, Local Board, Minuwangoda.

NOTICE is hereby given that a meeting will be held at 1 P.M. on December 21, 1920, at the Local Board Office, Minuwangoda, to elect three Unofficial Members for the Local Board of Health and Improvement of the town of Minuwangoda for the years 1921 and 1922, and that nomination of candidates will be received at the said office not later than December 11, 1920.

The Kachcheri,  
Colombo, October 6, 1920.

J. G. FRASER,  
Government Agent.

### Notice of Sale, Local Board, Gampola.

NOTICE is hereby given that the houses, &c., mentioned in the annexed schedule, at Gampola, having been seized for default in payment of Police, Local Board, and Water rates, Gampola for 3rd and 4th quarters, 1919, will be sold by public auction on October 23, 1920, on the spot at Gampola, at 8 A.M., in conformity with the Local Boards Ordinance No. 19 of 1905, unless in the meantime the amounts owing in respect of rates together with lawful cost of seizure and sale are duly paid.

Further particulars can be obtained from the Local Board Office, Gampola.

Kandy Kachcheri,  
October 11, 1920.

A. W. METZELING,  
for Government Agent.

#### SCHEDULE.

3rd Quarter, 1919.

Ambagamuwa street, No. 203; Kandy street, Nos. 78A, 81, 90; Patrick street, No. 12; Byrde street, No. 55; Mahara road, Nos. 62, 76; Keerapone, No. 91; Illawatura, Nos. 1, 39, 153; Unambuwa road, Nos. 31, 32, 36, 37, 38; Kahatapitiya, Nos. 25, 46, 90.

4th Quarter, 1919.

Ambagamuwa street, Nos. 186, 203, 248, 249, 250, 251; Kandy street, Nos. 90, 98, 166; New Nuwara Eliya street, Nos. 21, 30; Old Nuwara Eliya, No. 15; Parsons street, No. 6; Malabar street, Nos. 3, 4, 6, 8, 14, 22, 27; Kadugannawa, Nos. 1, 5, 10; Patrick street, No. 12; Byrde street, No. 55; Keerapone, Nos. 67, 76, 91; Martin's lane, No. 25; Mahara, Nos. 5, 75, 76; Illawatura, Nos. 1, 7, 8, 39, 40, 55, 68, 73, 82, 90, 131; Unambuwa road, Nos. 3, 4, 17, 31, 32, 33, 34, 35, 36, 37, 38, 39, 48, 49, 57, 61; Kahatapitiya, Nos. 13, 25, 46, 63, 64, 65, 86, 87, 89, 90, 92, 121, 137, 139, 147, 166.

### Notice of Election, Board of Health and Improvement, Ratnapura.

UNDER the provisions of the 11th and 12th sections of "The Local Board of Health and Improvement Ordinance, No. 13 of 1898," I hereby give notice of my intention to hold a meeting at the Ratnapura Kachcheri on December 18, 1920, at 2 P.M., for the election of three Unofficial Members to serve on the Board of Health and Improvement of the town of Ratnapura, for the space of two years from January 1, 1921, to December 31, 1922.

Voters must attend the meeting in person, no proxies will be accepted.

Candidates for election should be nominated in writing, such nomination to be subscribed by at least two persons entitled to vote, and to be delivered at the office of the Local Board, not less than ten days before the meeting.

Ratnapura Kachcheri,  
October 6, 1920.

G. F. R. BROWNING,  
Government Agent.



## ROAD COMMITTEE NOTICES.

**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.

**Norwood-Campion Branch Road.**

(Kotiyagala Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge, situated on 8th mile of the

Norwood-Campion 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 .0029c: per acre, as follows:—

Total acreage, 4,832.

(Estimate No. D 77b sanctioned June 20, 1920.)

Government moiety	Rs. 48.71
Private contributions	Rs. 49.20

12th section, 8th mile.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Anglo-American Direct Tea Trading Co., Ltd.	Lynsted	405	1 30
Imperial Ceylon Tea Estates, Ltd.	Friedland	163	0 48
Major-General Sir C. Fr. Hadden, K.C.B., and Fred. Hadden	Kotiyagala	1,089	3 23
Kandapola Estates Co., Ltd.	Devonford	284	0 84
Kintyre Estate Company (Geo. Steuart & Co.)	Eltofts	290	0 86
Ceylon Land and Produce Company, Ltd.	Fetteresso	438	1 30
R. H. Cooper	Lynford	273	0 79
Chas. Strachan & Co. (T. Gidden)	Campion and Kohimoor	724	2 15
Ceylon Provincial Estate Co., Ltd.	Loinorn	239	0 76
Imperial Ceylon Tea Estates, Ltd.	St. Vigean's	185	0 54
T. Farr & A. van Citters	Noitheove	265	0 78
J. Sheriff	Dunlow & Aldie	477	1 42
			14 39

Which sum the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before October 20, 1920.

N.B.—Private contributions	Rs. 49.20
Deduct unexpended balance on September 30, 1919	34.81
Amount to be recovered on account 1919-20.	14.39

Provincial Road Committee's Office, W. L. KINDERSLEY,  
Kandy, October 12, 1920. Chairman.

**Branch Road from Norwood to Campion.**

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 165, sanctioned on June 25, 1920.)

Government moiety	Rs. 5,032.40
Private contributions	Rs. 5,082.32

Estimate of cost of acquiring land for water supply to cooly lines.

	Rs.	c.
Private contributions on original estimate	99	0
One-fifth due on account of this road	19	80
Excess on original estimate	62	78
Excess due on account of this road	6	28

1st section, 52.80 lines.

Total acreage, 14,196—Moiety of cost, Rs. 502.68—Sectional rate, .0354c.—Total rate, .0354c.

Proprietors or Agents.	Estates.	Acreage.	Amount.	Add Excess as shown above.	Total.
			Rs. c.	Rs. c.	Rs. c.
The Eastern Produce Co., Ltd.	Norwood	882	31 22	0 35	31 57
George Steuart & Co.	Portree	275	9 73	0 11	9 84

1st to 3rd section, 94·21 lines.

Total acreage, 13,039—Moiety of cost, Rs. 394·20—Sectional rate, ·0302c.—Total rate, ·0656c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.	Add Excess as shown above. Rs. c.	Total. Rs. c.
Bogawantalawa Tea Co., Ltd. (G. H. Sparkes)	.. Elbedde	.. 747	.. 49 2	.. 0 35	.. 49 37
The Rosehaugh Tea & Rubber Co.	.. Lawrence	.. 565	.. 37 8	.. 0 23	.. 37 31

1st to 4th section, 118·21 lines.

Total acreage, 11,727—Moiety of cost, Rs. 228·47—Sectional rate, ·0194c.—Total rate, ·0850c.

The Rosehaugh Tea & Rubber Co.	.. Venture	.. 405	.. 34 46	.. 0 11	.. 34 57
Carson & Co.	.. Kew	.. 526	.. 44 76	.. 0 23	.. 44 99

1st to 6th section, 214·66 lines.

Total acreage, 10,796—Moiety of cost, Rs. 918·21—Sectional rate, ·0850c.—Total rate, ·1700c.

J. M. Robertson & Co. (Capt. Guy Walker)	.. St. John Del Rey	.. 725	.. 123 36	.. 0 35	.. 123 71
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1st to 7th section, 245·43 lines.

Total acreage, 10,071—Moiety of cost, Rs. 292·96—Sectional rate, ·0290c.—Total rate, ·1990c.

Bogawantalawa Tea Co., Ltd. (G. H. Sparkes)	.. Kirkoswold	.. 877	.. 174 73	.. 0 35	.. 175 8
A. C. T. Meyer	.. Nientsin	.. 385	.. 76 69	.. 0 11	.. 76 80
G. Steuart & Co.	.. Morar	.. 497	.. 99 1	.. 0 23	.. 99 24
H. A. Oliverson (T. Gidden)	.. Singarawatta	.. 143	.. 28 48	.. 0 11	.. 28 59
T. Gidden (J. W. Baillie)	.. Robgill	.. 433	.. 86 26	.. 0 23	.. 86 49

1st to 10th section, 334·60 lines.

Total acreage, 7,736—Moiety of cost, Rs. 848·98—Sectional rate, ·1098c.—Total rate, ·3088c.

Colombo Commercial Co., Ltd.	.. Bogawantalawa	.. 615	.. 190 9	.. 0 23	.. 190 32
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1st to 12th section, 387·40 lines.

Total acreage, 7,121—Moiety of cost, Rs. 502·73—Sectional rate, ·0705c.—Total rate, ·3793c.

K. Rollo	.. Chapelton	.. 685	.. 260 8	.. 0 23	.. 260 31
Heirs of G. K. Maitland	.. Iheresia	.. 340	.. 129 8	.. 0 11	.. 129 19

1st to 14th section, 435·58 lines.

Total acreage, 6,096—Moiety of cost, Rs. 458·74—Sectional rate, ·0752c.—Total rate, ·4545c.

D. E. Kelly	.. Killarney	.. 355	.. 161 49	.. 0 11	.. 161 60
Bogawantalawa Tea Co., Ltd. (G. H. Sparkes)	.. Bridwell	.. 473	.. 215 18	.. 0 23	.. 215 41
Do.	.. Bogawana	.. 436	.. 198 34	.. 0 23	.. 198 57
Anglo-American Direct Tea Trading Co., Ltd.	.. Lynsted	.. 405	.. 184 24	.. 0 23	.. 184 47

1st to 15th section, 476·76 lines.

Total acreage, 4,427—Moiety of cost, Rs. 392·04—Sectional rate, ·0885c.—Total rate, ·5430c.

Imperial Ceylon Tea Estates, Ltd.	.. Friedland	.. 163	.. 88 58	.. 0 11	.. 88 69
Major-General Sir C. Fr. Hadden, K.C.B., and Fred. Hadden	.. Kotiyagala	.. 1,089	.. 591 86	.. 0 57	.. 592 43
Kandapola Estates Co., Ltd.	.. Devonford	.. 284	.. 154 34	.. 0 11	.. 154 45

1st to 16th section, 529·56 lines.

Total acreage, 2,891—Moiety of cost, Rs. 502·68—Sectional rate, ·1738c.—Total rate, ·7168c.

Kintyre Estates Co. (Geo. Steuart & Co.)	.. Eltofts	.. 290	.. 208 2	.. 0 11	.. 208 13
Ceylon Land and Produce Co.	.. Fetteresso	.. 438	.. 314 1	.. 0 23	.. 314 24

1st to 17th section, 530·64 lines.

Total acreage, 2,163—Moiety of cost, Rs. 10·43—Sectional rate, ·0048c.—Total rate, ·7216c.

R. H. Cooper	.. Lynford	.. 273	.. 197 14	.. 0 11	.. 197 25
Chas. Strachan & Co. (T. Gidden)	.. Campion and Kohinoor	.. 724	.. 522 85	.. 0 35	.. 523 20
Ceylon Provincial Estates Co., Ltd.	.. Loinorn	.. 239	.. 172 59	.. 0 11	.. 172 70
Imperial Ceylon Tea Estates, Ltd.	.. St. Vigeans	.. 185	.. 133 59	.. 0 11	.. 133 70
T. Farr and A. van Citters	.. Northcove	.. 265	.. 191 37	.. 0 11	.. 191 48
J. Sheriff	.. Dunlow and Aldie	.. 477	.. 344 47	.. 0 23	.. 344 70

Total	..	5,052 12	6 28	5,058 40
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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 25, 1920.

N.B.—Private contributions on maintenance estimate..	..	Rs. c.	5,082 32
Private contributions (excess) on estimate for cost of land	..	..	6 28
	..	..	5,088 60
Deduct unexpended balance on September 30, 1919	..	..	30 20
Amount to be recovered on account of 1919-20	..	..	5,058 40

Provincial Road Committee's Office,  
Kandy, October 12, 1920.

W. L. KINDERSLEY,  
Chairman.

## Dehiowita-Algoda Branch Road.

REFERRING to the notice dated August 12, 1920, and published in the *Government Gazette* Nos. 7,123 and 7,124 of August 20 and 27, 1920, respectively, notice is hereby given that, under section 14 of "The Branch Roads Ordinance, No. 14 of 1896," the under-mentioned persons were elected to form the Local Committee to

perform the duties imposed upon such Committee by the said Ordinance in respect of the above road, to serve from August 25, 1920, to August 25, 1922:—

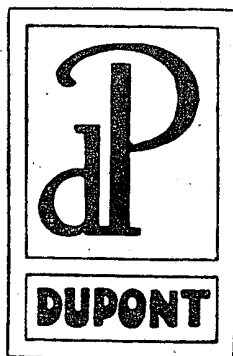
Messrs. I. L. Cameron (Chairman), H. L. Roch, H. F. Higham, H. M. Carmichael, and T. H. Newall.

Provincial Road Committee, C. E. DE PINTO,  
Ratnapura, October 12, 1920. for Chairman.

## TRADE MARKS NOTICES.

*App. 3/*  
Application No. 1,771.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of duPont Motors Inc. (a Corporation organized and existing under the laws of the State of Delaware), Foot of Commerce street, City of Wilmington, State of Delaware, United States of America, Manufacturers, who claim to be the proprietors thereof, in respect of automobiles in Class 22 in the Classification of Goods in the above-mentioned Rules:—



No claim is made to the exclusive use of the letters "dP" and the word "DUPONT."

Registrar-General's Office,  
Colombo, October 12, 1920.

F. BARTLETT,  
Registrar-General.

*App. 3/*  
Application No. 1,814.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of The Dunlop Rubber Company, Limited (a Company duly incorporated under the laws of England), Dunlop House, No. 1, Albany street, Regents Park, London, N.W. 1, England, Manufacturers, who claim to be the proprietors thereof, in respect of tyres made of indiarubber or in which indiarubber predominates in Class 40 in the Classification of Goods in the above-mentioned Rules:—

## WARWICK

Proof of registration of this Trade Mark in England has been furnished.

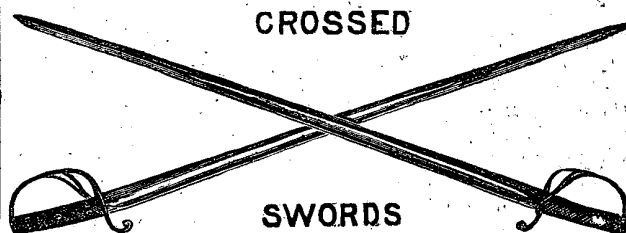
Registrar-General's Office,  
Colombo, October 12, 1920.

F. BARTLETT,  
Registrar-General.

*App. 3/*  
Application No. 1,853.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. H. V. Williams & Co. of 18, Chatham street, Colombo, have applied for the registration of the following Trade Mark in the name of

Buttons, Limited (a Company duly organized under the laws of Great Britain), Portland street, Aston Manor, Birmingham, England, Manufacturers, who claim to be the proprietors thereof, in respect of buttons of precious metals and imitations thereof in Class 14 in the Classification of Goods in the above-mentioned Rules:—

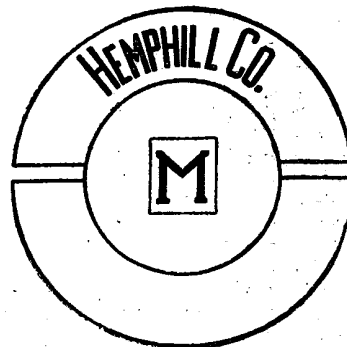


Registrar-General's Office,  
Colombo, September 29, 1920.

F. BARTLETT,  
Registrar-General.

*App. 3/*  
Application No. 1,870.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Hemphill Company (a Corporation duly organized and existing under the laws of the State of Massachusetts), Central Falls, County of Providence, and State of Rhode Island, United States of America, Manufacturers, who claim to be the proprietors thereof, in respect of knitting machines in Class 6 in the Classification of Goods in the above-mentioned Rules:—



No claim is made to the exclusive use of the letter "M."

Registrar-General's Office,  
Colombo, October 12, 1920.

F. BARTLETT,  
Registrar-General.

*App. 3/*  
Application No. 1,874.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Nicholson File Company (a Corporation organized and existing under the laws of the State of Rhode Island), 23, Acorn street, City of Providence, County of Providence, State of Rhode Island, United States of America, Manufacturers of Files and Rasps, who

claim to be the proprietors thereof, in respect of files and rasps in Class 12 in the Classification of Goods in the above-mentioned Rules:—

**BEAVER**



Registrar-General's Office,  
Colombo, October 12, 1920.

F. BARTLETT,  
Registrar-General.

*Application No. 1,877.*

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of G. & H. Barnett Company (a Corporation organized and existing under the laws of the State of Pennsylvania), 1078, Frankford Avenue, City of Philadelphia, State of Pennsylvania, United States of America, Manufacturers of Files and Rasps, who claim to be

the proprietors thereof, in respect of files and rasps in Class 12 in the Classification of Goods in the above-mentioned Rules:—

WORKS  
G & H BARNETT  
BLACK

Registrar-General's Office,  
Colombo, October 12, 1920.

F. BARTLETT,  
Registrar-General.

*Application No. 1,880.*

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of The Blick Typewriter Company (a Corporation organized and existing under the laws of the State of West Virginia), No. 664, Atlantic street, City of Stamford, County of Fairfield, State of Connecticut, United States of America, Manufacturers, who claim to be the proprietors thereof, in respect of typewriters and parts thereof in Class 39 in the Classification of Goods in the above-mentioned Rules:—

**BLICK NINETY**

Registrar-General's Office,  
Colombo, October 12, 1920.

F. BARTLETT,  
Registrar-General.



