



*Entered in  
Ad. Ceylon  
16/1/23*

# Ceylon Government Gazette

Published by Authority.

*Checked  
17/1/23*

No. 7,303 — FRIDAY, JANUARY 5, 1923.

## 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	—	Miscellaneous Departmental Notices	57	Trade Marks Notifications	—
Proclamations by the Governor	—	Abstracts of Season Reports	—	Local Board Notices	73
Appointments by the Governor	—	Sales of Arrack and Toll Rents	—	Road Committee Notices	72
Appointments, &c., of Registrars	2	Sales of Salt and Timber	—	"Local Govt. Ordinance" Notices	—
Government Notifications	—	"Excise Ordinance" Notices	—	Unofficial Announcements	7
Revenue and Expenditure Returns	—	Proceedings of Municipal Councils	64	Specifications under "The Irrigation Ordinance"	61
Currency Commissioners' Notices	—	Notices to Mariners	—	Meteorological Returns	Supplement.
Notices calling for Tenders	—	Returns of Imports	57	Books registered under Ordinance No. 1 of 1885	—
Sales of Unserviceable Articles, &c.	—	Railway Traffic Returns	56		
Vital Statistics	—	Patents Notifications	71		

## APPOINTMENTS.

No. 1 of 1923.

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

Mr. C. L. WICKRAMASINGHE to be Additional Assistant Government Agent, Colombo, with effect from January 3, 1923, until further orders.

Mr. L. L. HUNTER to the office of an Assistant Settlement Officer and a Special Officer under the Waste Lands Ordinance, with effect from January 3, 1923, until further orders.

Mr. W. O. STEVENS to the office of Commissioner of Requests and Police Magistrate, Avissawella, and to be Additional District Judge, Colombo, Negombo, Ratnapura, and Kegalla, with effect from January 3, 1923, until further orders.

Mr. S. A. MARTIN to act as Commissioner of Requests and Police Magistrate, Chilaw and Marawila, and Assistant Superintendent of the Chilaw Jail, during the absence of Mr. C. F. INGLAOW, from December 26, 1922, to January 2, 1923, inclusive, or until the resumption of duties by that officer.

Dr. D. SCHOKMAN to act as Superintendent, Mandapam Camp, with effect from December 22, 1922, until further orders.

Dr. D. T. DE KRETSEK to be an Official Member of the Local Board of Health and Improvement, Kegalla.

Dr. DUNCAN TERENCE DE KRETSEK, under section 2 of Ordinance No. 26 of 1908, to be a Member of the Sanitary Board of Kegalla District.

KOTADENIYE WASALAMUDIYANSELAGE MEDDUMA BANDA, Arachchi of Gomagoda, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to act as Inquirer for the Chief Headman's Division of Pata Dumbara, *vice* Mr. R. B. DISSANAYAKE, from December 24 to 31, 1922, inclusive, or until further orders.

By His Excellency's command,

B. HORSBURGH,  
Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, January 3, 1923.

No. 2 of 1923.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under section 6(d) of Ordinance No. 8 of 1907, to nominate the following to be Members of the District School Committee, Galle, for a period of three years from January 1, 1923:—

- Rev. Father J. B. DE GERADON.
- Rev. A. A. SNEATH.
- Rev. J. H. WICKRAMANAYAKE.
- Mr. T. AMARASOORIYA.

By His Excellency's command,

B. HORSBURGH,  
Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, January 3, 1923.

## APPOINTMENTS, &c., OF REGISTRARS.

16 DEC 1999

IT is hereby notified that I have appointed HENDRICK DIAS WICKRAMANAICKA KARUNARATNA provisionally as Registrar of Marriages (General) of Egliyegedarawatta division, in the Galle District of the Southern Province, with effect from January 1, 1923. His office will be at Egliyegedarawatta at Tawalama.

Registrar-General's Office, N. W. MORGAPPAH,  
Colombo, December 22, 1922. Acting Registrar-General.

IT is hereby notified that I have appointed HENDRICK DIAS WICKRAMANAICKA KARUNARATNA provisionally as Registrar of Marriages (Kandyen) of Yakawala division, in the Galle District of the Southern Province, with effect from January 1, 1923, *vice* V. P. PITCHORIS, transferred. His office will be at Egliyegedarawatta at Tawalama.

Registrar-General's Office, N. W. MORGAPPAH,  
Colombo, December 22, 1922. Acting Registrar-General.

IT is hereby notified that I have appointed Dr. DUNCAN TERENCE DE KRETZER as Medical Registrar of Births and Deaths of Kegalla town, within Local Board limits division, in the Kegalla District of the Province of Sabaragamuwa, with effect from January 1, 1923, *vice* Dr. C. L. A. DE SILVA, transferred. His office will be at the Hospital, Kegalla.

Registrar-General's Office, N. W. MORGAPPAH,  
Colombo, December 22, 1922. Acting Registrar-General.

IT is hereby notified that I have appointed DEWENI-GODAGAMAGE DON JAMES PITIDUWA provisionally as Registrar of Births and Deaths of Bambarabotuwa division, and of Marriages (Kandyen and General) of Nawaduni korale division, in the Ratnapura District of the Province of Sabaragamuwa, with effect from January 1, 1923, *vice* D. P. HEENMAHATMAYA, resigned. His office will be at Idametenna in Kadurugodagama.

Registrar-General's Office, N. W. MORGAPPAH,  
Colombo, December 22, 1922. Acting Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo District, has appointed Dr. D. R. WARNAKULASURIYA to act as Registrar of Births and Deaths of Colombo Municipality No. 2A division, in the Colombo District of the Western Province, for four days from December 25 to 27, 1922, and January 1, 1923, during the absence of the Registrar, Dr. A. S. P. FERNANDO, on leave. His office will be at 4<sup>th</sup>, Rifle street, Slave Island.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MUNISINHA SIRINERIS DE SILVA to act as Registrar of Births and Deaths of Waskadubadda division, and of Marriages (General) of Panadure totamune division, in the Kalutara District of the Western Province, for twenty-one days from December 21, 1922, *vice* S. S. AMARASEKERA, deceased. His office will be at Lindamulawatta in Pohaddaramulla.

The Assistant Provincial Registrar, Galle, has appointed ABRAHAM WIJESINGHA to act as Registrar of Births and Deaths of Diviture division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for eleven days from December 20, 1922, during the absence of the Registrar, A. H. WIJESINGHA, on sick leave. His offices will be at Pallegedarawatta in Mimeduma, Pinitaragodellewatta in Ampegama, and Putuwegodawatta in Waduwelwetiya.

The Assistant Provincial Registrar, Galle, has appointed TIKITANTIRI MAHASAMILAGE DON JOHANIS DE ALWIS to act as Registrar of Births and Deaths of Pahalagamhaya division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for December 23, 1922, during the absence of the Registrar, D. C. GUNAWARDENE, on leave. His office will be at Vitanagewatta at Horawala.

The Additional Assistant Provincial Registrar, Matara, has appointed DON ARNOLIS KUMASARU to act as Registrar of Births and Deaths of Ranchagoda division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for six days from December 18, 1922, during the absence of the Registrar, D. N. KUMASARU, on leave. His offices will be at Warusakondagewatta in Ranchagoda and Mahagedarawatta in Horapawita.

The Additional Assistant Provincial Registrar, Matara, has appointed BARLIAS WIJETUNGA JAYAWARDENA to act as Registrar of Births and Deaths of Watagedera division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for six days from December 26, 1922, during the absence of the Registrar, D. A. WEERASINGHE, on leave. His offices will be at Mahinagodawatta in Palatuwa and No. 4, Galagamagewatta in Paranadugala.

The Additional Assistant Provincial Registrar, Matara, has appointed DON JESINGHE to act as Registrar of Births and Deaths of Gravets No. 3 division, and of Marriages (General) of Matara town and gravets division, in the Matara District of the Southern Province, for thirty days from January 3, 1923, during the absence of the Registrar, P. D. J. WIJESINGHE, on leave. His offices will be at Ganga-addarawatta in Pallimulla and Sattambigewatta in Weraduwa.

The Provincial Registrar, Northern Province, has appointed ARYATTURAI PONNUCHCHAMY to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for nineteen days from December 21, 1922, during the absence of the Registrar, V. M. MUTTUKUMARU, on leave. His office will be at Hemakada in Nallur.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed KANNAPPAN PONNAMPALAM to act as Registrar of Births and Deaths of Eravur pattu north division, and of Marriages (General) of Eravur pattu division, in the Batticaloa District of the Eastern Province, for five days from December 19, 1922, during the absence of the Registrar, K. PEETHAMPARAPILLAI, on leave. His office will be at Vandaramulai; station: Puttur.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed ELIYATAMBY RETNATURAI to act as Registrar of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province, for ten days from January 3, 1923, during the absence of the Registrar, A. Somasagaram, on leave. His office will be at the Batticaloa Kachcheri.

The Assistant Provincial Registrar, Trincomalee, has appointed KARTIGESU TAMOTARA PILLAI to act as Registrar of Marriages (General) of Tamalakamam pattu division, in the Trincomalee District of the Eastern Province, for seven days from December 17, 1922, during the absence of the Registrar, A. CANAGASINGA, on leave. His office will be at Kovilkudyiruppu.

The Assistant Provincial Registrar, Trincomalee, has appointed ELIYATAMBY POOPAL PILLAI to act as Registrar of Marriages (General) of Trincomalee town and gravets division, in the Trincomalee District of the Eastern Province, for twenty-one days from December 21, 1922, during the absence of the Registrar, S. VYTHIALINGAM, on leave. His offices will be at the Land Registry and at Unity Lodge, division No. 5, Trincomalee.

The Additional Assistant Provincial Registrar, Puttalam and Chilaw Districts, has appointed THELISINGHE MUDALIGE BANDAPPUHAMY to act as Registrar of Marriages (General) of Pitigal korale south division, in the Chilaw District of the North-Western Province, for four days from January 1, 1923, during the absence of the Registrar, H. S. TELISINGHE, on leave. His office will be at the permanent Registrar's residence.

Registrar-General's Office, N. W. MORGAPPAH,  
Colombo, January 3, 1923. Acting Registrar-General.

IT is hereby notified that C. D. WAKISTA, Registrar of Births and Deaths of Dikwella division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, will, with effect from December 20, 1922, hold his office at Keressabadawatta in Dikwella, instead of at Gudamewatta in Dikwella, as notified in the *Government Gazette* No. 6,594 of November 28, 1913.

Registrar-General's Office, N. W. MORGAPPAH,  
Colombo, December 22, 1922. Acting Registrar-General.

IT is hereby notified that VIDANA PATIRANAGE PITOHORIS, Registrar of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, will, with effect from January 1, 1923, hold his office at Dol ihalawatta in Wirapana, instead of at Pellagodawatta in Halwitigala, as notified in *Government Gazette* No. 7,093, of March 19, 1920.

Registrar-General's Office, N. W. MORGAPPAH,  
Colombo, December 22, 1922. Acting Registrar-General.

IT is hereby notified that B. D. S. DHARMAPALA, Registrar of Births and Deaths and Marriages (General and Kandyan) of Wellawaya division, in the Badulla District of the Province of Uva, will, with effect from January, 1923, have an additional office at Wellawaya town on the 10th, 11th, and 12th of every month.

Registrar-General's Office, N. W. MORGAPPAH,  
Colombo, January 3, 1923. Acting Registrar-General.

## GOVERNMENT NOTIFICATIONS.

"THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1920."

IT is hereby notified that His Excellency the Officer Administering the Government has been pleased, under the provisions of rule 17 of Schedule II. to the said Order in Council, to appoint that the poll to be taken on January 11, 1923, for the purpose of electing a Member of the Legislative Council for the constituency of the North-Central Province, shall open at 11 o'clock in the forenoon and shall close at 1 o'clock in the afternoon of the same day.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, January 3, 1923.

B. HORSBURGH,  
Acting Colonial Secretary.

IN terms of section 24 of the Minute of December 9, 1908, it is hereby notified that the under-mentioned officer, seconded for service, will be allowed to count the period of his temporary employment for pension purposes:—

Name.	Pensionable Appointment.	Seconded Service.
A. H. Obeyesekera	Inspector, Public Works Department	Engineer in charge, Mandapam Camp

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, December 22, 1922.

B. HORSBURGH,  
Acting Colonial Secretary.

IT is hereby notified that licenses to import explosives into Ceylon during the year 1923 have been issued to the following:—

Messrs. Walker, Sons & Co., Ltd., of Colombo.  
Messrs. Thomas Cock & Son, of Colombo.  
Messrs. A. L. M. M. Isdeen Hadjiar & Bros., of Colombo.  
Mr. B. L. M. Haniffa, of Third Cross street, Colombo.  
Mr. C. M. H. Hadjie Mohamed Caseem, of Third Cross street, Colombo.  
Messrs. Brown & Co., Ltd., of Colombo.  
Messrs. The Colombo Stores, Ltd., of Colombo.  
Mr. Adamjee Lukmanjee, of No. 115, Bankshall street, Colombo.  
Mr. Abdulhussan D. Woodbhay, of No. 130, Dam street, Colombo.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, December 21, 1922.

B. HORSBURGH,  
Acting Colonial Secretary.

## "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information (a) that His Excellency the Officer Administering the Government has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that all the present inhabitants of Rambewa (including those who have come from Ihalagama), in the Kumarawanni pattu korale of the Demala hatpattu of the Puttalam District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Assistant Government Agent at Puttalam, in accordance with the rules made under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Officer Administering the Government reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit.

Colonial Secretary's Office,  
Colombo, December 23, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lots situated in the village of Rambewa, in the Kumarawanni pattu korale of the Demala hatpattu of the Puttalam District, in the North-Western Province :—

## Block survey preliminary plan 1,842.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
6 ..	Santhananpokuna (water-hole) ..	0	1	24
7 ..	Kohombagahalanda, Kongahalandeyaya, Dangahahenyaya ..	75	2	37
26 ..	Kankebiliwewelanda, Dangahahenyaya ..	51	2	38
28 ..	Kongahalanda, Dangahalanda, Meegahahenyaya ..	25	0	6
35 ..	Helambagahahena, Munamalgaswewelanda, Dangahalanda ..	52	2	37
Total		205	2	22

*Excluded Lots.*

27 ..	Kangkabiliwewa-ela ..	0	1	10
29 ..	Wewapahalalanda (reservation for tank and bund) ..	0	2	37
30 ..	Kangkabiliwewa (abandoned tank) ..	7	2	15
31 ..	Footpath ..	0	0	2
32 ..	Kangkabiliwewelanda ..	0	1	38
33 ..	Pita-ela ..	0	0	5
36 ..	Munamalgaswewe-ela ..	0	0	13
37 ..	Footpath ..	0	0	9
Total		9	1	9

## "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

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

Colonial Secretary's Office,  
Colombo, December 22, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lot situated in the village of Mawatawewa, in the Pahala Kalagam tulana of the Kalagam korale north of the Kalagam palata of the Anuradhapura District, in the North-Central Province :—

## Block survey preliminary plan 811.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
7A ..	Weeragahayaya ..	113	1	38

## “ THE VILLAGE COMMUNITIES ORDINANCE, 1889.”

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

Colonial Secretary's Office,  
Colombo, December 22, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lot situated in the village of Mawatawewa, in the Pahala Kalagam tulana of the Kalagam korale north of the Kalagam palata of the Anuradhapura District, in the North-Central Province:—

Block survey preliminary plan 811.

Lot.	Name of Land.	Extent.	
		A.	R. P.
7B	Weeragahayaya	50	2 34

## “ THE CEMETERIES AND BURIALS ORDINANCE, 1899.”

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

Colonial Secretary's Office,  
Colombo, December 22, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

## SCHEDULE.

*Name of Land.*—One allotment of land called Dehigastennehena *alias* Tennehena, situated at Mitalawa in Ganga Ihala korale of Uda palata division, in the District of Kandy of the Central Province, and described in preliminary plan 7,129 as lot 1; and bounded as follows:—

*Boundaries.*

On the north by Kudugalhena claimed by Puhulhene Sirimali and Puhulhene Tikiriveda, east by Hettiakotuwa claimed by Puhulhenegedera Somalia, south and west by Dehigastennehena *alias* Tennehena claimed by Mitalawa Laminduwa and others; containing in extent 2 roods and 11 perches.

## “ THE CEYLON RAILWAYS ORDINANCE, 1902.”

RULE made by His Excellency the Officer Administering the Government, with the advice of the Executive Council, under section 5 of “ The Ceylon Railways Ordinance, 1902.”

The following additions are made in the classifications contained in the Rules and Rates for the Conveyance of Goods Traffic dated October 11, 1907, and published in the Supplement to *Government Gazette* No. 6,210 of October 11, 1907:—

In the alphabetical classification of goods, under letter “ A,” add—

“ Aluminium .. Class 2.”

In the classification of goods, under “ Goods conveyed at second class rates,” add—

“ Aluminium.”

Any provision contained in any rule or classification made under the said Ordinance in any way contrary to the provision of this rule shall, as from the coming into operation of this rule, be repealed.

Colonial Secretary's Office,  
Colombo, December 19, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

## NOTICES CALLING FOR TENDERS.

**S**CHEDULES of rates are hereby invited for the building of additions to the male and female latrines at Jaffna Police Station.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Jaffna, and the contractor on the basis of his accepted tendered schedule of rates and finally subject to the approval of the Provincial Engineer, Northern Province.

3. The drawings, specification, bills of quantities, and form of monthly agreement can be seen, and all other information obtained from the District Engineer's Office, Public Works Department, Jaffna, any week day between the hours of 10 A.M. and 4.30 P.M. (Saturdays 10 A.M. and 2 P.M.)

4. Two schedules of rates must be submitted, one including value of imported articles necessary in the work, and the other omitting the value of such imported articles, in duplicate duly signed, dated, and forwarded in a securely sealed envelope addressed to the District Engineer, Jaffna, endorsed on the outside "Schedule of Rates" so as to reach his office on or before January 23, 1923.

5. Government does not bind itself to accept the lowest or any of the schedules of rates submitted.

Public Works Office, HAROLD T. CREASY,  
Colombo, January 3, 1923. for Director of Public Works.

**T**ENDERS are hereby invited for the work of repairing the Salt Stores 24 and 25 at Northern Depot, Puttalam.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words "Tender for repairing the Salt Stores 24 and 25 at Northern Depot," and it should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 1 P.M. on January 19, 1923.

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

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

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

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

7. Further particulars may be obtained from the Office Assistant (Salt), Puttalam.

### *Description of the Work to be done.*

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

The roof of all the stores mentioned above should be re-thatched with new cadjan. Pootus should be placed thereon to serve as weights.

The cadjan walls should be repaired, wherever necessary, the bulges therein being straightened.

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

Puttalam Kachcheri, S. M. P. VANDERKOEEN,  
December 19, 1922. for Assistant Government Agent.

**T**ENDERS are hereby invited for the work of repairing the Salt Stores 22 and 23 at Northern Depot, Puttalam.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words "Tender for repairing the Salt Stores 22 and 23 at Northern Depot," and it should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 1 P.M. on January 19, 1923.

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

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

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

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

7. Further particulars may be obtained from the Office Assistant (Salt), Puttalam.

### *Description of the Work to be done.*

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

The roof of all the stores mentioned above should be re-thatched with new cadjan. Pootus should be placed thereon to serve as weights.

The cadjan walls should be repaired, wherever necessary, the bulges therein being straightened. The southern side of the cadjan walls of the stores should be pulled down and rebuilt with sound materials.

The interior of the stores should be lined with new-cadjans. A new hinge should be fixed to the door of store 22.

Puttalam Kachcheri, S. M. P. VANDERKOEEN,  
December 19, 1922. for Assistant Government Agent.

## SALE OF UNSERVICEABLE ARTICLES, &c.

**T**HE following unserviceable articles will be put up for sale by public auction at this Court on Saturday, January 20, 1923, at 12 noon:—

4 admirals	12 chairs	1 clock
------------	-----------	---------

District Court, W. H. B. CARBERY,  
Kalutara, December 20, 1922. District Judge.

**N**OTICE is hereby given that the following private properties of long sentenced and deceased prisoners of Bogambra Jail will be sold by public auction at the Jail premises on Saturday, January 20, 1923, at 11 A.M.:—

38 old sarongs, 23 old banians, 27 old handkerchiefs, 5 old towels, 10 old rags, 20 old cloths, 8 old coats, 4 old combs, 14 old belts, 8 old shirts, 1 old coloured big silk handkerchief, 1 old waistcoat, 1 old collar, 1 old torn small coloured silk handkerchief, 1 old brass ring, 1 old white metal button,

1 old white metal ring, 3 pairs old brass links, 1 old pair sleeve holders, 1 old tie clip, 8 old shop studs, 3 old shop buttons, 1 old flannel piece, 1 old brass button.

Bogambra Jail, WALTER H. ROBINSON, Major,  
Kandy, January 1, 1923. Superintendent.

**N**OTICE is hereby given that the under-mentioned un-serviceable articles will be sold by public auction on Thursday, January 11, 1923, at 3 P.M., at the Police Headquarters, Maradana:—

100 pairs braces	13 tunics, khaki
5 helmets	50 pairs shorts
40 overcoats	600 suits, serge
3 raincoats	1 chair
22 shirts, flannel	

Police Headquarters, D. J. G. HENNESSY,  
December 22, 1922. for Inspector-General of Police

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF APTHORPE ESTATES, LIMITED.

1. The name of the Company is "APTHORPE ESTATES, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase from the Proprietors thereof the leasehold property called Apthorpe Estate, situate in the District of Galle, Ceylon.
  - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
  - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, 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.
  - (d) 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.
  - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, houses, shops, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
  - (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
  - (h) 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, and to lease any factory or other buildings from any company or person.
  - (i) To enter into any agreement with any Company or person for the working of any factory erected or leased as provided in *h*, or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, 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, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
  - (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others, and on commission or otherwise.
  - (m) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, and any other goods, wares, and merchandise, 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.
  - (n) 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.
  - (o) To let, lease, sell, exchange, or mortgage the Company's estates, lands, houses, 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.
  - (p) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation, or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
  - (q) 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.



- (r) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (s) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe 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.
- (t) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any 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.
- (v) 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.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) 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.
- (y) 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) 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.
- (z1) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partly paid up for such purpose.
- (z2) 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.
- (z3) 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.
- (z4) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them, or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand (50,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers,	Number of Shares taken by each Subscriber.
C. M. POPE, Colombo	One
EDWARD D. BOWMAN, Baddegama	One
A. D. CALLANDER, Tebuwana	One
R. N. ROWBOTHAM, Udugama	One
A. B. PIETERSZ, Colombo	One
A. R. WESTROP, Colombo	One
SYDNEY JULIUS, Colombo	One
Total Shares taken	Seven

Witness to the above signatures:

E. R. WILLIAMS,  
Proctor, Supreme Court, Colombo.

Dated the 27th day of November, 1922.



## ARTICLES OF ASSOCIATION OF APTHORPE ESTATES, LIMITED.

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

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

## INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

"Secretary" or "Secretaries" means the person, firm, or corporation for the time being appointed by the Board to fulfil the duties of Secretary of the Company.

"Persons" means partnerships, associations, corporations, companies, incorporated or unincorporated 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 only the masculine gender include the feminine, and *vice versa*.

"Holder" means a Shareholder.

"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 in person or by proxy (in cases where by these Articles proxies are allowed) at any meeting of which notice specifying the intention to propose such resolution has been duly given.

## 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. The Company being established on the basis that it shall acquire the Apthorpe Estate, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors, nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

## CAPITAL.

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

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share, and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct.

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 also with the sanction of a special resolution of the Company reduce the capital or subdivide or consolidate the shares of the Company.

## SHARES.

8. The Company may issue 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, except when otherwise provided, shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the

vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for or services rendered to the Company and that without offering the shares so allotted to the Shareholders.

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall (subject to the provisions of Article 5) 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 the assets of the Company, and with a special or without any right of voting.

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

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

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

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

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

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

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

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

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

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

21. The certificates 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 on 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 the 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 uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, eight per centum per annum.

#### TRANSFER OF SHARES.

27. Subject to the restrictions contained in 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 of 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 declination 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 transferer, and a fee of Two Rupees and fifty cents, or such other sums as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 30, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

#### TRANSMISSION OF SHARES.

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

36. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause or of his title as the Directors think sufficient, 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, premia, interests, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at nine per centum per annum, and the Directors may enforce the payment thereof if they think fit.

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

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

43. A certificate in writing under the hands of one of the Directors and of the Secretary 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.

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

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

46. Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators, or the assignee or trustee in his bankruptcy, requiring him or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days

from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

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

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

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

#### BORROWING POWERS.

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

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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, holding not less, in the aggregate, than one-eighth part of the shares of the Company for the time being subscribed for and entitled to vote.

59. 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 ten days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting to be held at such place and such time as the Shareholders convening the meeting may themselves fix.

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

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

62. 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. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the 2nd meeting contingently upon the resolution being passed by the requisite majority at the 1st meeting. The accidental omission to give any such notice shall not invalidate any resolution passed at any such meeting.

63. 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 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.

64. 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.

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

66. 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.

67. 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.

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

69. 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.

70. 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.

71. 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 Shareholder 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. The power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder duly appointed in that behalf.

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

73. 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.

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

75. 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.

76. 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 an infant, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.

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

78. 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.

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

80. 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.

81. 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:—

*Apthorpe Estates, 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 \_\_\_\_\_.

82. 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 votes 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.

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

#### DIRECTORS.

84. 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 or Director may act notwithstanding any number of vacancies.

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

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

86. The first Directors shall be Robert Brough, Alexander David Callander, and Charles Meredyth Pope. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.



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

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

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

#### ROTATION OF DIRECTORS.

88. 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 89.

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

90. 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.

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

92. 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.

93. 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.

94. The Company may from time to time by special resolution 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.

95. 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.

96. 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.

97. 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 at the Director in whose place he is appointed would have held the same if he had not been removed.

98. 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 expenses 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.

99. 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.

100. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Managing Director, Visiting Agent, Superintendent, Secretary, Agent, or Trustee for Debenture Holders.
- (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 resigns his office under the provisions of clause 96.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

101. No Director shall be disqualified from holding office by reason of entering into any contract with, or doing any work for, the Company, or 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, or by reason of his being Agent, or Secretary, or Solicitor, or being a member of a firm who are Agents, or Secretaries, or Solicitors of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

#### POWERS OF DIRECTORS.

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

103. 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.

104. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers,

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

105. 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 and provisions 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.

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

107. The Directors shall have power to open 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.

108. 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 any 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, director, secretary, attorney, or agent of the said firm or company signing for and on behalf of the said firm or company as such Secretaries.

109. 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 whole of the business, estates, and effects of the Company, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

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

#### PROCEEDINGS OF DIRECTORS.

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

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

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

114. Any 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 thereat shall have a casting vote in addition to his vote as a Director.

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

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



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

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

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

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

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

#### ACCOUNTS.

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

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

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

124. 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 statements, 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.

126. 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.

127. 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 Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

128. 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 first 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.

129. 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.

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

131. 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.

132. 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.

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

#### DIVIDENDS, BONUS, AND RESERVE FUND.

134. 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 or bonus shall be payable except out of nett profits.

135. 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.

136. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund and may invest the same in such securities as they may select, or place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing

dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

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

139. 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.

140. The Directors may deduct from the dividend or bonus payable to any Shareholder all such sums of moneys 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.

141. 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.

142. 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.

143. 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.

144. 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.

145. 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.

146. 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.

147. 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.

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

149. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 145 shall not be entitled to be given any notices.

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

#### ARBITRATION.

151. 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.

152. 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.

153. 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.

154. 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 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 sale shall be 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 effected thereby shall have a right to dissent as if such resolution 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 aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

C. M. POPE.  
EDWARD D. BOWMAN.  
A. D. CALLANDER.  
R. N. ROWBOTHAM.  
A. B. PIETERSZ.  
A. K. WESTROP,  
SYDNEY JULIUS.

Witness to the above signatures at Colombo, this 29th day of November, 1922 :

E. R. WILLIAMS,  
Proctor, Supreme Court, Colombo.

[Third Publication.]

**MEMORANDUM OF ASSOCIATION OF THE GALLEBODDE ESTATES COMPANY OF CEYLON, LIMITED.**

1. The name of the Company is "THE GALLEBODDE ESTATES COMPANY OF CEYLON, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase from the proprietors thereof the Gallebodde, Palagal, and Mastnawatte estates, situate in the Ambegamuwa District of Ceylon, and Hagalla and Maddakelle estates, situate in the Knuckles District of Ceylon.
  - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
  - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, 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.
  - (d) 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.
  - (e) To clear, open, plant, cultivate, improve, and develop the said properties or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, 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.
  - (g) To enter into any arrangement or agreement with Government, or any authorities, and obtain rights, concessions, and privileges.
  - (h) 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, and to lease any factory or other buildings from any company or person.
  - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in *h* or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, 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, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
  - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as Agents for others, and on commission or otherwise.
  - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
  - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.

- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests of any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects, wholly or in part, similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares, either fully or partly paid up, for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real 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 the other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into Two hundred thousand (200,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
E. O. MACKWOOD, Colombo .. .. .	One
H. F. PARFITT, Colombo .. .. .	One
J. C. KELLY, Colombo .. .. .	One
J. F. SIBBALD, Colombo .. .. .	One
L. E. BAKER, Colombo .. .. .	One
O. B. FORBES, Colombo .. .. .	One
W. E. DRURY, Colombo .. .. .	One
Total number of Shares taken ..	Seven

Witness to the above seven signatures at Colombo, this Twenty-ninth day of November, 1922 :

SYDNEY JULIUS,  
Proctor, Supreme Court, Colombo.

### ARTICLES OF ASSOCIATION OF THE GALLEBODDE ESTATES COMPANY OF CEYLON, LIMITED.

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

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

#### INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

"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 in person or by proxy (in cases where by these Articles proxies are allowed) at any meeting of which notice specifying the intention to propose such resolution has been duly given.

#### 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. The Company being established on the basis that it shall acquire the Gallebodde, Palagal, Mastnawatte, Maddakelle, and Hagalla estates, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors, nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

#### CAPITAL.

4. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into 200,000 shares of Ten Rupees (Rs. 10) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct.

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 also with the sanction of a special resolution of the Company reduce the capital or subdivide or consolidate the shares of the Company.

#### SHARES.

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

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

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

12. The Company may pay to any person a commission at a rate not exceeding ten per cent. or of an amount not exceeding such rate 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.

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

14. 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.

15. Shares may be registered in the name of a firm or partnership and any one 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.

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

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

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

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

20. 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.

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

22. 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.

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

#### CALLS.

24. 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 three 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.

25. 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 on 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.

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

27. The Directors shall have power in their absolute discretion to give time to any one or more Shareholder or Shareholders, exclusive of 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.

28. 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 uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, eight per centum per annum.

#### TRANSFER OF SHARES.

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

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

31. 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.

32. 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.

33. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Fifty Cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 32, shall register the transferee as a Shareholder and retain the instrument of transfer.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, 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 herein before contained, transfer the same to some other person.

39. If any person who shall become entitled to be registered in respect of any share under clause 38 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall within twelve calendar months after such death be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

#### SURRENDER AND FORFEITURE OF SHARES.

40. 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, provided such acceptance is properly legalized.

41. 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.

42. 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, premia, 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.

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

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

45. A 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.

46. 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 43 hereof, shall be redeemable after sale or disposal.

47. 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.



48. 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.

49. 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.

50. 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 Article 48 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

51. 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 share.

#### PREFERENCE SHARES.

52. Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of repayment 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 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.

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

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

#### BORROWING POWERS.

55. 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, plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Four hundred thousand (Rs. 400,000).

56. 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 Secretaries, 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. The General Meetings mentioned in the last clause shall be called Ordinary General Meetings, all other Meetings of the Company shall be called Extraordinary General Meetings.

63. 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.

64. 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.

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

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

67. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the object and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette*, or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the 2nd meeting contingently upon the resolution being passed by the requisite majority at the 1st meeting.

68. 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 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.

69. 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.

70. 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.

71. 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.

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

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

74. 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.

75. 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.

76. 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 Shareholder, or in the case of special resolution by five Shareholders, 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. The power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder duly appointed in that behalf.

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

78. 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.

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

80. 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.

81. 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.

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

83. 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.

84. 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.

85. 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.

86. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than forty-eight 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 Gallebodde Estates Company of Ceylon, 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 \_\_\_\_\_.

87. 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 votes 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.

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

DIRECTORS.

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

90. The qualification of a Director shall be his holding in his own right at least one hundred fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well as to the first Directors as to all future Directors.

91. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three thousand Five hundred rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company. The Directors may repay to any Director all reasonable travelling and hotel expenses incurred by him in or about the *bona fide* performance of his duties as a Director, including all reasonable travelling expenses to and (or) from Board meetings.

92. The first Directors shall be Howard Frank Parfitt and Alfred Churchill Matthew, both of Colombo, and Archibald Thomas Sydney Smith of Lindula. The first Directors 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, 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.

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

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

ROTATION OF DIRECTORS.

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 Director to retire from office at the second Ordinary General Meeting shall, unless the Directors otherwise arrange among themselves, be determined by ballot ; in every subsequent year the Directors to retire shall be those who have been longest in office.

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 increase 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 Secretaries, 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 expenses 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, or Secretary of 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 resigns his office under the provisions of clause 102.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or 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, or by reason of his being agent, or secretary, or solicitor, or being a member of a firm who are agents, or secretaries, or solicitors of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

## POWERS OF DIRECTORS.

107. The Directors shall have power to carry into effect the acquisition of the said Gallebodde, Palagal, Mastnawatte, Hagalla, and Maddakelle 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 subject to the provisions of Article No. 126 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.

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

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

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, director, 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 a 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 any of the preceding clause, and of the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the powers following (that is to say):—

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, 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 any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any power may be so delegated such remuneration as they in their absolute discretion shall think fit.

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

123. 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.

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

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

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.

#### AGENTS AND SECRETARIES.

126. (a) The firm of Mackwoods, Limited, shall be the first Agents and Secretaries of the Company.

(b) Unless and until otherwise mutually arranged the Agents and Secretaries shall be entitled to receive by way of remuneration a sum not exceeding Rs. 5,000 per annum in addition to the customary commissions and charges usually charged by estate agents in Colombo.

#### ACCOUNTS.

127. 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.

128. 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 Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

129. 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.

130. 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 or such expenditure is charged against the income of the year.

131. 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.

132. 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.

133. 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.

134. 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.

135. 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 the continuance in office, be eligible as an Auditor.

136. 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.

137. 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.

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

139. 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.

140. 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.

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

#### DIVIDENDS, BONUS, AND RESERVE FUND.

142. 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 or bonus shall be payable except out of nett profits.

143. The Directors may, if they think fit, determine on and declare and 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, provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

144. The Directors may before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund and may invest the same in such securities as they may select, or place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

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

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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.

153. 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.

154. 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.

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

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

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

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

#### ARBITRATION.

159. 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.

160. 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.

161. 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.

162. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company, either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, 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 aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

E. O. MACKWOOD.

H. F. PARFITT.

J. C. KELLY.

J. F. SIBBALD.

L. E. BAKER.

O. B. FORBES.

W. E. DRURY.

Witness to the above seven signatures at Colombo, this 29th Twenty-ninth of November, 1922 :

SYDNEY JULIUS,  
Proctor, Supreme Court, Colombo.

[Third Publication.]

#### MEMORANDUM OF ASSOCIATION OF THE BOPITIYA TEA ESTATES, LIMITED.

1. The name of the Company is "THE BOPITIYA TEA ESTATES, 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—
  - (1) To purchase or otherwise acquire the Bopitiya, Mousakellie, and Neelawella Estates, situate in the Kandy District of the Island of Ceylon, as on and from the First day of January, 1923.
  - (2) To purchase, take on lease, or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.



- (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company, or any part thereof.
- (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
- (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interest; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, 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.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of, and to subsidize or otherwise assist any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which seem may directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) 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, or book debts, or without any security at all.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company, either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of, or belonging to or made or issued by, the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.

- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) 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.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone, or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business, or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for moneys, shares, debentures, or securities in any other Company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up), or in debentures, debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures, or debenture stock, or obligations of any company or person or partly one and partly any other.
- (29) 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.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the other "objects" specified in any one 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 One Million Rupees (Rs. 1,000,000), divided into One hundred thousand (100,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
J. LOCHORE, Colombo	One
A. WARDEN, Colombo	One
R. A. SHARROCKS, Colombo	One
E. L. FRASER, Colombo	One
M. L. HOPKINS, Colombo	One
A. PELLY FRY, Colombo	One
T. HUNT, Colombo	One
Total number of Shares taken	Seven

Witness to the above signatures, at Colombo, this 5th day of December, 1922:

LESLIE W. F. DE SARAM,  
Proctor, Supreme Court, Colombo.

#### ARTICLES OF ASSOCIATION OF THE BOPITIYA TEA ESTATES, LIMITED.

It is agreed as follows:—

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

#### INTERPRETATION.

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

*Company*.—The word "Company" means "The Bopitiya Tea Estates, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

*The Ordinance.*—“The Ordinance” means and includes “The Joint Stock Companies Ordinances, 1861 to 1918,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

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

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

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

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

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

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

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

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

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

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

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

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

*Month.*—“Month” means a calendar month.

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

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

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

#### BUSINESS.

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

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

#### CAPITAL.

7. *Nominal Capital.*—The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into One hundred thousand (100,000) shares of Ten Rupees (Rs. 10) each.

#### SHARES.

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

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

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

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

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

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

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

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

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

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

#### INCREASE OF CAPITAL.

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

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

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

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

#### REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

#### SHARE CERTIFICATES.

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

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

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

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

34. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

#### TRANSMISSION OF SHARES.

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

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

#### PREFERENCE SHARES.

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

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

(1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares ;

(2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions consent thereto, on behalf of all the holders of shares of the class by an extraordinary resolution passed at a meeting of such holders.

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

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

#### CALLS.

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

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

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

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

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

#### BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred and Fifty thousand Rupees (Rs. 150,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage, issue any debentures, or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or

more of the Directors, or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such documents containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

#### MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

75. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned and the poll shall be taken at such time and in such a manner as the Chairman shall direct;



and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

77. *Voting in Person or by Proxy or Attorney.*—Votes may be given either personally or by proxy or by attorney duly authorized.

78. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by attorney duly authorized shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every one share held by him up to ten shares; he shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares; an additional vote for every twenty-five shares beyond the first one hundred shares. When voting on a resolution involving the sale of the Company's estates or any of them or any part or portion thereof, or the winding up of the Company, every Shareholder shall have one vote for every share held by him.

79. *Curator of Minor, &c., when not entitled to vote.*—The parent or curator of a minor Shareholder, the committee or other legal guardian of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator of any deceased Shareholder, or any one of such persons as aforesaid, if more than one, shall not be entitled to vote in the place of such minor, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.

80. *Non-Shareholder not to be appointed Proxy; but Attorney, though not Shareholder, may vote.*—No person shall be appointed a proxy who is not a Shareholder of the Company, but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company.

81. *Shareholder in arrear or not registered at least three months previous to the Meeting not to vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid; and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

82. *Proxy to be printed or in writing.*—The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor, or if such appointor be a corporation, it shall be under the common seal of such corporation.

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

84. *Form of Proxy.*—Any instrument appointing a proxy may be in the following form:—

*The Bopitiya Tea Estates, Limited.*

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

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

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

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

DIRECTORS.

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

88. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Rupees (Rs. 2,000) and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Five thousand Rupees (Rs. 5,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their Office.*—The first Directors shall be Thomas Herbert Williams of Bramley, Kandapola; George Fellowes of Hapugastenne Group, Ratnapura; and the Hon. Mr. James Lochore of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

94. *To retire annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in Article 95.

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

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

97. *Decision of Question as to Retirement.*—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.

98. *Number of Directors how increased or reduced.*—The Directors, subject to the approval of a General Meeting, may from time to time at any time subsequent to the 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.

99. *If Election not made, retiring Directors to continue until next Meeting.*—If at any meeting at which an election of a Director ought to take place the place of the 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.

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

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

102. *When Office of Director to be vacated.*—The office of the Director shall be vacated—

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

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

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

104. *Indemnity to Directors and Others for their own Acts and for the Acts of Others.*—Every Director or officer and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him respectively in or about the discharge of his respective duties, except such as happen from his respective wilful acts or defaults; and no Director or officer, nor the heirs, executors, or administrators of any Director or officer, shall be liable for any other Director or officer, or for joining in any receipt or other acts of conformity, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for 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 to be required from Directors beyond Amount, if any, unpaid on their Shares.*—No contribution shall be required from any present or past Director or Manager exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

#### POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said<sup>c</sup> Bopitiya, Mousakellie, and Neelawella Estates, as on and from the 1st day of January, 1923.

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

108. *To acquire Property, to appoint Officers, and pay Expenses.*—The Directors shall have power to purchase, take on lease, or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and

generally on such terms and conditions as they may think fit ; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable and without assigning any cause.

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

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

111. *To sell and dispose of Company's Property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, lands, and effects of the Company, or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or estates, land or lands, or the sub-lease of the whole or any part or parts thereof 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 a special resolution of the Company is not by law necessary for such purpose ; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

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

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

#### PROCEEDINGS OF DIRECTORS.

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

115. *A Director may summon Meetings of Directors.*—A Director may at any time summon a meeting of Directors.

116. *Who is to preside at Meetings of Board.*—The Board may elect a Chairman of their meetings and determine the period for which he is to hold office, and all meetings of the Directors shall be presided over by the Chairman, if one has been elected and 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.

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

118. *Board may appoint Committees.*—The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such

committee, either wholly or in part, and either as to persons or purposes, but every committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as may be prescribed by the Board. All acts done by any such committee in conformity with such 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.

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

120. *Regulation of Proceedings of Committees.*—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.

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

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

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

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

#### COMPANY'S SEAL.

124. *The Use of the Seal.*—The seal of the Company shall not be used or affixed to any deed, certificate of shares, or other instrument, except in the presence of two or more of the Directors or of one Director and the Agents and Secretaries of the Company, who shall attest the sealing thereof, such attestation on the part of the Agents and Secretaries, in the event of a firm being the Agents and Secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm signing the firm name or firm name *per procuracionem*, or signing for and on behalf of the said firm as such Agents and Secretaries, and in the event of a company registered under the Ordinance being the Agents and Secretaries, being signified by a Director or the Secretary or the duly authorized attorney of such company signing for and on behalf of such company as Agents and Secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the Agents and Secretaries.

#### ACCOUNTS.

125. *What Accounts to be kept.*—The Agent or Secretary or the Agents or Secretaries for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such receipt 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.

126. *Accounts how and when open to Inspection.*—The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company or 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 Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

127. *Statement of Accounts and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account for the preceding financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up as at the end of the same period.

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

129. *Copy of Balance Sheet to be sent to Shareholders.*—A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

(a) Any General Meeting may direct payment of any dividend declared at such meeting or of any interim dividends which may subsequently be declared by the Directors, wholly or in part in sterling by means of drafts or cheques on London, or by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company, or of any other company, or in any other form of specie, or in any one or more of such ways, and the Directors shall give effect to such direction; and where any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed, in order to adjust the right of all parties.

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

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

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

134. *Unpaid Interest or Dividend not to bear Interest.*—No unpaid interest or dividend or bonus shall ever bear interest against the Company.

135. *No Shareholder to receive Dividend while Debt due to Company.*—No Shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares whilst any moneys may be due or owing from him (whether alone or jointly with any other person) to the Company in respect of such share or shares, or otherwise howsoever.

136. *Directors may deduct Debt from the Dividends.*—The Directors may deduct from the dividend or bonus payable to any Shareholder all sums of money due from him (whether alone or jointly with any other person) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.

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

138. *Notice of Dividend : Forfeiture of unclaimed Dividend.*—Notice of all dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this clause any cheques or warrants which may be issued for dividends or bonuses, and may not be presented at the Company's Bankers for payment within three years, shall rank as unclaimed dividends.

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

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

#### AUDIT.

141. *Accounts to be audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet and profit and loss account ascertained by one or more auditor or auditors.

142. *Qualification of Auditors.*—No person shall be eligible as an auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an auditor.

143. *Appointment and Retirement of Auditors.*—The Directors shall appoint the first auditor or auditors of the Company and fix his or their remuneration; all future auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointment, or until otherwise ordered by a General Meeting.

144. *Retiring Auditors eligible for Re-election.*—Retiring auditors shall be eligible for re-election.

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

146. *Casual Vacancy in Number of Auditors how filled up.*—If any vacancy that may occur in the office of auditor shall not be supplied at any Ordinary General Meeting, or if any casual vacancy shall occur, the Directors shall (subject to the approval of the next Ordinary General Meeting) fill up the vacancy by the appointment of a person who shall hold the office until such meeting.

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

148. *Company's Accounts to be open to Auditors for Audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be opened to the auditors for the purpose of audit.

#### NOTICES.

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

150. *Shareholders to register Address.*—Every Shareholder shall furnish the Company with an address in Ceylon, which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

151. *Service of Notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending it through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode; and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the Agent or Secretary or Agents or Secretaries of the Company, their own or some other address in Ceylon.

152. *Notice to Joint Holders of Shares other than a Firm.*—All notices directed to be given to Shareholders shall, with respect to any share to which persons other than a firm are jointly entitled, be sufficient if given to any one of such persons, and notice so given shall be sufficient notice to all the holders of such shares.

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

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

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



## ARBITRATION.

155. *Directors may refer Disputes to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other Company or person the same may be referred by the Directors to arbitration.

## EVIDENCE.

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

## PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

159. *Payment in Specie and vesting in Trustees.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this 5th day of December, 1922.

J. LOCHORE.

A. WARDEN.

R. A. SHARROCKS.

E. I. FRASER.

M. L. HOPKINS.

A. PELLY FRY.

T. HUNT.

Witness to the above signatures :

LESLIE W. F. DE SARUM,  
Proctor, Supreme Court, Colombo.

[Third Publication.]

## MEMORANDUM OF ASSOCIATION OF AVISAWELLA TEA AND RUBBER COMPANY, LIMITED.

1. The name of the Company is "AVISAWELLA TEA AND RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.  
The objects for which the Company is to be established are :—
  - (a) To purchase from the proprietors thereof the Avisawella estate, situate in the Kelani Valley District of Ceylon.
  - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce, estate land, and house owners, builders, and dealers in lands, houses, and buildings of every description.
  - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable, or immovable, of any kind, and any contracts, 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.
  - (d) 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, children, or dependents of any such.
  - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.



- (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, houses, shops, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
- (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
- (h) 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, and to lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, 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, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, and any other goods, wares, and merchandise, 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, houses, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits 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, shares, bonds, or otherwise, and undertake all or any 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.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company.

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

- (z 3) To accept as consideration for the sale or disposal of any lands and real 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 other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.
4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Two hundred and Fifty thousand rupees (Rs. 250,000), divided into Twenty-five thousand (25,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special or other, rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
H. M. WALDOCK, Colombo .. .. .	One
W. R. MAGUIRE, Colombo .. .. .	One
W. T. GRESWELL, Colombo .. .. .	One
TERRITT H. TATHAM, Colombo .. .. .	One
F. H. LAYARD, Colombo .. .. .	One
F. F. ROE, Colombo .. .. .	One
J. G. MOORE, Colombo .. .. .	One
Total Shares taken .. .. .	Seven

Dated the 14th day of December, 1922.

Witness to the above signatures at Colombo the 14th day of December, 1922 :

E. R. WILLIAMS,  
Proctor, Supreme Court, Colombo.

#### ARTICLES OF ASSOCIATION OF AVISAWELLA TEA AND RUBBER COMPANY, LIMITED.

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

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

#### INTERPRETATION CLAUSE.

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

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

The "Ordinance" means and includes "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" or "Member" means any person whose name is entered in the Register of Shareholders as owner or joint-owner of any share in the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

"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 in person or by proxy (in case where by these Articles proxies are allowed) or by attorney at any meeting of which notice specifying the intention to propose such resolution has been duly given.

#### 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. The Company being established on the basis that it shall acquire the Avisawella Estate, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors, nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

#### CAPITAL.

4. The nominal capital of the Company is Two hundred and Fifty thousand Rupees (Rs. 250,000), divided into 25,000 shares of Ten Rupees (Rs. 10) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share, and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct.

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 also with the sanction of a special resolution of the Company reduce the capital or subdivide or consolidate the shares of the Company.

#### SHARES.

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

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall (subject to the provisions of Article 5) 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 the 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. The Company may pay to any person a commission at a rate not exceeding ten per cent., or of an amount not exceeding such rate 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.

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

14. 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.

15. Shares may be registered in the name of a firm or partnership, and any one 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.

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

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

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

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

20. 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.

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

22. 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.

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

#### CALLS.

24. 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 three 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.

25. 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 on 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.

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

27. 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 the 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.

28. 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 uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, eight per centum per annum.

#### TRANSFER OF SHARES.

29. Subject to the restrictions in these articles any Shareholder may transfer all or any of his shares by an instrument in writing.

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

31. 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.

32. 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 any transfer to any person not approved of 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 refusal shall be absolute, and shall not be liable to be questioned.

33. Every instrument of transfer shall be in writing and signed by the transferor and transferee and 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 transfer, and a fee of Two Rupees and Fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 32, shall register the transferee as a Shareholder and retain the instrument of transfer.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, 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.

39. If any person who shall become entitled to be registered in respect of any share under clause 38 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, claim in writing to 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, claim in writing to be registered as a Shareholder in respect of the shares

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

#### SURRENDER AND FORFEITURE OF SHARES.

40. 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.

41. 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.

42. 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, premia, 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.

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

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

45. A certificate in writing under the hands of one of the Directors and 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.

46. 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 43 hereof, shall be redeemable after sale or disposal.

47. 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.

48. 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.

49. 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.

50. 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 Article 48 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

51. Upon any such sale two of the Directors or one Director and the Secretary or Secretaries 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 share.

#### PREFERENCE SHARES.

52. 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 repayment 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.

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

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



## BORROWING POWERS.

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

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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, holding not less in the aggregate than one-eighth part of the shares of the Company for the time being subscribed for, and entitled to vote.

64. 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 ten days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and such time as the Shareholders convening the Meeting may themselves fix.

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

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

67. 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 a notice sent by post or otherwise served as hereinafter provided, or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting. The accidental omission to give any such notice shall not invalidate any resolution passed at any such meeting.

68. 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 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 made in the notice or notices upon which the meeting was convened.

69. 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.

70. 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.

71. 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.

72. 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 Shareholder 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.

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

74. 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.

75. 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 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.

76. 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 in writing by some Shareholder 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. The power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder.

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

78. 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.

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

80. 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 one share held by him up to ten, an additional vote for every ten shares held by him beyond the first ten up to one hundred, and an additional vote for every twenty-five shares held by him beyond the first hundred.

81. 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 an infant, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.

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

83. 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 one month 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 one month previous to the time of holding the meeting at which he proposes to vote.

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

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

86. 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:—

*Avisawella 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 \_\_\_\_\_.

87. 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 votes 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.

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

## DIRECTORS.

89. 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 or Director may act notwithstanding any numbers of vacancies.

90. The qualification of a Director shall be his holding in his own right at least one hundred shares in the Company upon which all calls for the time being have been paid.

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

92. The first Directors shall be William Territt Greswell, Frank Henry Layard, and Territt Hugh Tatham. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall all 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 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 impose or confer on the Managing Director or Managing Directors all or any duties and powers that might be conferred on any Manager of the Company.

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

## ROTATION OF DIRECTORS.

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 Director to retire from office at the Second Ordinary General Meeting shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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. Retiring Directors shall be eligible for re-election.

97. 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 General Meeting.

98. No person not being a retiring Director shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he, or some member intending to propose him, has at least seven clear days before the meeting, left at the office of the Company a notice in writing, duly signed, signifying his candidature for office or the intention of such member to propose him.

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 retain the same if no vacancy had occurred.

100. The Company may from time to time by resolution of the Shareholders in General Meeting, 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 expenses 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 Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Managing Director, Visiting Agent, Superintendent, Secretary, Agent, or Trustee for Debenture Holders.
- (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 resigns his office under the provisions of clause 102.
- (e) If he ceases to ordinarily reside in Ceylon, or is absent from Ceylon for a period of twelve consecutive months.

107. No Director shall be disqualified from holding office by reason of entering into any contract with, or doing any work for, the Company, or 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 or by reason of his being Agent, or Secretary, or Solicitor, or being a member of a firm who are Agents, or Secretaries, or Solicitors of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

## POWERS OF DIRECTORS.

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

109. 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.

110. 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 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.

111. 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.

112. The Director 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.

113. 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.

114. 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 any one Director and 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, director, secretary, attorney, or agent of the said firm or company signing for and on behalf of the said firm or company as such Secretaries. The sealing shall not be attested by one person in the dual capacity of Director and Secretary or representative of the Secretaries.

115. 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.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon, any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, release, 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 purpose 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 any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors, and to confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

#### PROCEEDINGS OF DIRECTORS.

117. 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, but in the event of there being at any time only one Director present in Ceylon, such Director may act alone.

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

119. 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.

120. 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.

121. 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.

122. 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.

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

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

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

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

126. All such minutes shall be signed by the person who shall have presided as a 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.

127. 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.

128. 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 Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

129. 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.

130. 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 recommended should be paid out of the profits by way of dividend or bonus to the Shareholders, and the statements, report, and balance sheet shall be signed by the Directors.

131. 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.

132. 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.

133. 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.

134. 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 first 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.

135. 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.

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

137. 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.

138. 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.

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

#### DIVIDENDS, BONUS, AND RESERVE FUND.

140. 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 or bonus shall be payable except out of nett profits.

141. 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.

142. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they may select, or place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

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

145. 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.

146. 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.

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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 notice may be sent.

153. 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.

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

155. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 151 shall not be entitled to be given any notices.

156. 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 trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, 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 sale shall be 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 affected thereby shall have a right to dissent as if such resolution were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section (6) of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866,



and of the Ceylon Ordinance No. 2 of 1889 shall apply in place of the English and Scotch Acts referred to in the said subsection (6) of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

H. M. WALDOCK.  
W. R. MAGUIRE.  
W. T. GRESWELL.  
TERRITT H. TATHAM.  
F. H. LAYARD.  
F. F. ROE.  
J. G. MOORE.

Witness to the above signatures at Colombo, the 14th day of December, 1922 :

E. R. WILLIAMS,  
Proctor, Supreme Court, Colombo.

[First Publication.]

**The Golinda Tea and Rubber Company, Limited.**

*Reduction of Capital.*

NOTICE is hereby given that an Extraordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Tuesday, January 16, 1923, at 12 noon, for the purpose of considering and, if thought fit, passing the following resolution:—

“That the Capital of the Company be reduced from Rs. 3,000,000, divided into 300,000 shares of Rs. 10 each, to Rs. 2,250,000, divided into 300,000 shares of Rs. 7.50 each, and that such reduction be effected by returning to the holders of the 145,000 shares that have been issued paid up capital to the extent of Rs. 2.50 per share, and by reducing the nominal amount of all the shares from Rs. 10 to Rs. 7.50.”

Should the above resolution be passed by the requisite majority, it will be submitted for confirmation as a special resolution to a Second Extraordinary General Meeting which will be subsequently convened for the purpose.

By order of the Directors,

WHITTALL & Co.,  
Colombo, January 3, 1923. Agents and Secretaries.

**The Rayigam Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Company will be held at the Company's registered office, Gaffoor building, Main street, Colombo, on Monday, January 15, 1923, at noon.

*Business.*

To consider and, if thought fit, to pass the following resolution:—

“That the Capital of the Company be reduced from Rs. 1,000,000, divided into 100,000 shares of Rs. 10 each, to Rs. 800,000, divided into 100,000 shares of Rs. 8 each, and that such reduction be effected by returning to the holders of the 70,000 shares that have been issued paid up capital to the extent of Rs. 2 per share, and by reducing the nominal value of all the shares from Rs. 10 to Rs. 8.”

Should the above resolution be passed by the required majority, it will be submitted for confirmation as a special resolution to a further meeting of which due notice will be given.

By order of the Directors,

MACKWOODS, LIMITED,  
Colombo, December 27, 1922. Agents and Secretaries.

**The Ceylon Observer Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, Gaffoor's

building, Fort, Colombo, on Saturday, January 13, 1923, at 12 noon.

*Business.*

To consider and, if approved, to pass the following resolution:—

“That this Company be wound up voluntarily.”

Should the above resolution be passed by the requisite majority, the same will be submitted to a subsequent meeting of Shareholders for confirmation as a special resolution, of which meeting due notice will be given.

By order of the Directors,

H. W. CAVE & Co.,  
Colombo, December 28, 1922. Agents and Secretaries.

**The Coop, Limited.**

NOTICE is hereby given that the Seventh Annual Ordinary General Meeting of the Shareholders of the above Company, convened for December 30, 1922, at 3 P.M. and postponed, will be held at the registered office of the Company, Nos. 31 and 32, Chatham street, Colombo, on Friday, January 12, 1923, at 3 P.M.

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended January 31, 1922.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. Any other business that may be brought before the meeting. (The Transfer Books of the Company will be closed from January 9 to 12, 1923, inclusive.)

By order,

F. B. GONSAL,  
Colombo, January 3, 1923. Secretary.

**The Nuwara Eliya Hotels Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held on Saturday, January 13, 1923, at the registered office of the Company, Grand Hotel, Nuwara Eliya, at 12 noon.

*Business.*

To approve of the sale of the New Keena Hotel. If the sale is approved, an Extraordinary General Meeting of the Shareholders will be held on Saturday, January 27, 1923, at the same place and hour, to confirm the resolution. Proxies, duly stamped and signed, should reach the office twenty-four hours before the meetings.

By order of the Directors,

C. M. C. DE SILVA,  
Secretary.



**Auction Sale of Valuable Properties at Peliyagoda, Colombo.**  
Under Mortgage Decree against M. James Fernando and another.

UNDER and by virtue of the commission issued to me in case No. 4,810 of the District Court of Colombo, I shall sell by public auction on Saturday, January 27, 1923, commencing at 4 P.M., at the respective spots, the following properties, to wit:—

1. All that portion marked lot A (coloured green) of the field called Muttettuwakumbura, situated at Peliyagoda, Colombo; containing in extent 2 acres 3 roods and 29 perches.
2. All that portion marked lot D (coloured green) of the field called Muttettuwakumbura, situated at Peliyagoda aforesaid; containing in extent 1 acre 1 rood and 36 perches.
3. All that portion marked lot F (coloured green) of the threshing floor adjoining the above field, situated at Peliyagoda aforesaid; containing in extent 25 perches.
4. All that field (now garden and field) called Muttettuwa, with the trees and plantations thereon, situated at Peliyagoda aforesaid; containing in extent 8 acres 1 rood and 37 1/10 perches exclusive of the portion sold to Corera Muhandiram; which said premises are otherwise described as follows, to wit:—All that field (now garden and field) called Muttettuwa, with the trees and plantations thereon, situated at Peliyagoda aforesaid; containing in extent 7 acres 2 roods and 32 perches.

For further particulars apply to C. E. Jayanayake, Esq., Proctor and Notary, Hulftsdorp, Colombo, or to me:

H. D. JOHN PIERIS,  
Auctioneer and Broker.

No. 8, Hulftsdorp street, Colombo.

**Auction Sale under Mortgage Decree**

BY virtue of the commission issued to me in case No. 6,327 of the District Court of Colombo, I shall sell by public auction on Saturday, January 27, 1923, at 2 P.M., at the spot—All that garden called Kalegahawatta alias Galpottewatta, situated at Marigala, in the Gangaboda pattu of Siyane korale, in the District of Colombo, in extent about 12 acres, primarily mortgaged with the plaintiff and declared bound and executable under the decree in the said case against H. Sileon Fernando, the defendant, for the realization of the sum of Rs. 3,000, with interest and costs of suit.

Further particulars from Messrs. de Vos & Gratiaen, Proctors for the plaintiff, or from—

G. EMANUEL DABERA,  
Auctioneer.

No. 83, Dam street.

**Auction Sale.**

in the District Court of Galle.

(1) Milly Wickramasingha nee Kalupahanage Milly de Silva, (2) Mr. Darley Wickramasingha, both of Galle ..... Plaintiffs.

No. 18,828.

Vs.

(1) Meera Lebbe Marikkar Mohamad, (2) Meera Lebbe Marikkar Kadija Umma, both of Galle ... Defendants.

UNDER and by virtue of a commission issued to me in the above case, I shall sell the following premises to recover the sum of Rs. 5,311.65, with interest thereon at 9 per cent. per annum from May 25, 1922, and cost of this action, on Saturday, January 20, 1923, at 2.30 P.M., to wit:—

All that house and premises bearing old Municipal assessment No. 9 and new No. 32, situate in the quarter letter F, within the Fort, Galle; and bounded on the north by house and premises No. 8, on the east by Church street, on the south by house and premises bearing old Municipal assessment No. 15 and new 16, and on the west by house and premises bearing No. 21½; and containing in extent 14 square roods and 28 square feet.

Conditions of sale will be read over before the sale at the spot.

For further particulars please apply to C. W. W. Kanangara, Proctor, Supreme Court, Galle, or to me:

57, Light House street, Fort,  
Galle, December 27, 1922.

U. B. WIJEKON,  
Licensed Auctioneer.

**Auction Sale under Mortgage Decree.**

In the District Court of Kegalla.

UNDER and by virtue of the commission issued to me by the District Court of Kegalla, in the case No. 6,107, in favour of S. B. Yatawara of Ampitiya against Kalu Achchi Mohottalage Pinchi Appuhamy, Gan-aratchi of Mangedara, I shall sell by public auction the following properties, specially bound and executable for the recovery of the amount stated in the decree at the spots on Saturday, January 13, 1923, commencing at 2 P.M., to wit:—

1. An undivided ¼ share of Ambakatuwa of 16 lahas of paddy sowing in extent, situated at Mangedara in Orawa pattu of Beligal korale of the Kegalla District.
2. An undivided 2/9 share of Meda Arambakumbura of one pela paddy sowing in extent, situated at Mangedara aforesaid.
3. An undivided 1/6 share of Dombekumbura of two pelas and one thimba of paddy sowing in extent, situated at Mangedara aforesaid.

D. S. WICKRAMASINGHE,

Kegalla, December 22, 1922.

Auctioneer.

**Auction Sale under Mortgage Decree, D. C., Kegalla, Case No. 6,095.**

Pana Lena Kawanna Kadappa Chetty, by his attorney R. M. Muttusamy Pillia of Hingula. . . . . Plaintiff.

Against

Thanapathi Mudiyansele Meera Lebbe Padiliyar Mohamedo Hanifa, Padiliyar of Madulbowa. . . . . Defendant.

UNDER decree entered and by the virtue of the commission issued to me in the above case by the District Court of Kegalla, I shall sell by public auction on Saturday, January 20, 1923, commencing at 3.30 P.M., at the spot, the following properties bound and executable for the recovery of the sum of Rs. 778.65, being the aggregate amount of the principal, interest, and costs due in respect of bond No. 19,801 dated January 7, 1920, attested by D. G. Fernando, Notary Public, with legal interest from the date till payment in full and poundage, to wit:—

1. The soil and the plantations thereon on either side of the road of the land called Amunewalahena, now garden of 15 lahas paddy sowing in extent, bounded on the east by the limit of Tonbultennehena, south by the limit of Welhepitigagehena, west by the limit of the chena belonging to Mudali Naide, north by the oya, situated at Kehelpannala in Tunpalata pattu in Paranakuru korale of the Kegalla District.

2. An undivided ½ share out of the soil and plantations thereon of Amunewalahena, now garden of 3 pelas paddy sowing extent, situated at Kehelpannala aforesaid; bounded on the east by the land that belonged to James Robert Kehelpannala, Mudaliyar, south by Madanagehena, west by Wetteptiyagehena, and north by Balatgomuwe-oya.

D. S. WICKRAMASINGHE,

Kegalla, December 22, 1922.

Auctioneer.

**Auction Sale under Mortgage Decree, D. C., Kegalla, Case No. 6,097.**

Pana Lena Kawanna Kadappa Chetty, by his attorney R. M. Muttusamy Pillai of Hingula. . . . . Plaintiff.

Against

Thanapathi Mudiyansele Meera Lebbe Padiliyar Mohamedo Hanifa, Padiliyar of Madulbowa. . . . . Defendant.

UNDER decree entered and by virtue of the commission issued to me in the above case by the District Court of Kegalla, I shall sell by public auction on Saturday, January 20, 1923, commencing at 1.30 P.M., at the spot, the following properties bound and executable for the recovery of the sum of Rs. 1,838.48, being the aggregate amount of principal, interest, and costs due in respect of bond No. 39,115 dated April 29, 1920, with legal interest from the date till payment in full and poundage, to wit:—

1. An undivided ½ share of Uggahadeniyakumbura of 12 lahas in paddy sowing extent; bounded on the east by Uggahadeniyawatta and bank of Welegawatta, south by

the bank of Padiliunnahagewatta, west and north by liminary ridge of Tambylebbegekumbura, situated at Tambawita in Tumpalata pattu in Paranakuru korale of the Kegalla District.

2. An undivided  $\frac{1}{2}$  share of Uggahadeniyawatta of about one amunam in paddy sowing extent; bounded on the east by Padiligewatta and Casilebbegehena, south by Ketakalaha and bimgal on the limit of Tambylebbegegawatta, west by Uggahadeniyakumbura belonging to Meera Lebbe Padiliyar, and the ditch of Padiligewatta, north by Welegewatta belonging to Meera Lebbe Padiliyar, and situated at the aforesaid village.

3. An undivided  $\frac{1}{2}$  share of Welegewatta of about 12 lahas in paddy sowing extent; bounded on the east by Hewandeniyaakumbura, south by Welegewatta, belonging to Meera Lebbe Padiliyar, west by Tambylebbegekumbura, north by hurigaha of Tambylebbegegawatta, and situated at the said village.

4. An undivided  $\frac{1}{2}$  share of Ratmalagallehena of about 12 lahas in paddy sowing extent; bounded on the east by ditch of Kanda Padiligewatta, south by milla tree on the limit of Sinnalebbegehena, west by Palliyedeniyakumbura, north by the ditch of Mohammado Lebbegegawatta, situated at the aforesaid village.

5. An undivided  $\frac{1}{2}$  share of Gangawillehena of 3 pelas in paddy sowing extent; bounded on the east by Crown land, south by liminary stones of chena of Polgasdeniya Arachehi and black bamboo bush, west by Sinnalebbehena, north by Kanda Padiligewatta, and situated at the said village.

6. An undivided  $\frac{1}{2}$  share towards the west out of Rattinigallemukalana of 3 acres 1 rood and 4 perches in extent; bounded on the east by lot No. 4,182 of P. P. 1,493, south by the soil reserved, west by portion marked T. P. 245,561, north by portion marked T. P. 245,560, and situated at the said village.

D. S. WICKRAMASINGHE,  
Kegalla, December 22, 1922. Auctioneer.

#### Dissolution of Partnership.

THE public are hereby notified that by a deed of dissolution bearing No. 138 dated December 5, 1922 and attested by Mr. F. W. de Vos of Colombo, Notary Public, the partnership between myself and Mahanta akkalage Thelenis Fernando relating to the business carried on at Norris road, Pettah, Colombo, under the name, style, and firm of M. C. Fernando & Brother has been dissolved.

M. C. FERNANDO

#### Dissolution of Partnership.

BY mutual agreement the interest and responsibility of Mr. Herbert Edward Guimaraens in our firm terminated on December 31, 1922.

E. JOHN & Co.,

Colombo, January 1, 1923.

Brokers

#### Application for Enrolment as a Notary Public.

I, the undersigned Malkankanamalage Mathias Lucian Silva of Toppu, in Dunagaha pattu of Arutkura korale, in the District of Negombo, shall, three months hence, apply to the Registrar-General, in terms of section 8 of Ordinance No. 1 of 1907, to be admitted and enrolled a Notary Public to practise in the Sinhalese language within the District of Jaffna.

December 9, 1922.

M. M. L. SILVA.

#### Church of the Holy Trinity, Colombo.

##### Annual Election of Trustees, 1923.

NOTICE is hereby given that a Meeting of seat-holders of the above Church will be held at the Choir Vestry on Sunday, January 14, 1923, after Matins, to appoint officers for the year 1923.

W. S. SENIOR,  
for Incumbent.

#### Ceylon Government Railway.—Comparative Statement of Goods Traffic for the Month of September, 1922.

Particulars of Goods conveyed.	Month ended	Month ended	Increase in	Decrease in	Nett Increase or Decrease from October 1, 1920, to September 30, 1922.	
	September 30, 1921.	September 30, 1922.			Increase in 1921 to 1922.	Decrease in 1921 to 1922.
	Tons.	Tons.	Tons.	Tons.	Tons.	Tons.
Salt	—*	626	626	—	2,296	—
Kerosine oil	958	500	—	458	1,411	—
Rubber	3,323	3,913	590	—	7,622	—
Rice	14,038	14,550	512	—	—	4,016
Tea	5,563	6,044	481	—	5,962	—
Cacao	40	29	—	11	1,708	—
Coconut produce	13,233	9,344	—	3,889	—	11,707
Fruit and vegetables	1,616	1,583	—	33	524	—
Tea and rubber packing	1,696	1,387	—	309	2,330	—
Plumbago	89	334	245	—	—	105
Bulk petroleum	554	671	117	—	754	—
Liquid fuel	922	1,187	265	—	2,329	—
Manure	5,467	7,683	2,216	—	56,992	—
Other goods	25,845	22,106	—	3,739	5,148	—
Railway material (open line)	9,841	8,685	—	1,156	—	3,654
Railway material (extensions)	395	477	82	—	9,934	—
Breakwater material	1,576	322	—	1,254	—	3,276
Foreign traffic	10,462	3,545	—	6,917	20,468	—
Special Traffic (other Government Departments)	—	6,213	6,213	—	39,858	—
<b>Total</b>	<b>95,618</b>	<b>89,699</b>	<b>11,347</b>	<b>17,266</b>	<b>157,336</b>	<b>22,758</b>

\* Tonnage in September, 1921, shown under "Other Goods."

Colombo, November 30, 1922.

G. P. GREENE,  
General Manager.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Statement showing the Importation of Rice into the Ports of Ceylon during the Week ended December 23, 1922.

Ceylon Ports.	Port of Origin.	Number of Bags.
Colombo	Bombay	426
Do.	Calcutta	5,302
Do.	Karachi	200
Do.	Rangoon	25,584
Do.	Tuticorin	437
Do.	Dhanushkodi	1,997
Galle	Rangoon	12,511
Kays	Adirampatam	449

(1,393 bags of rice were shipped during the week.)

H. M. Customs, R. O. DE SARAM,  
Colombo, December 30, 1922. for Principal Collector.

## Right to Cultivate Grass and Vegetables on Crown Lands, situated at Welikada.

NOTICE is hereby given that the Government Agent, Western Province, will sell by public auction at his office in Colombo, at 12 noon, on Tuesday, January 16, 1923, the right to cultivate grass and vegetables for five years from January 16, 1923, on the under-mentioned portions of Crown lands, subject to the following conditions:—

1. The highest bidder shall be declared the purchaser in each case.
2. The purchaser shall pay rent annually in advance.
3. The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.
4. The purchaser shall be bound to fence the land leased to him if called on by the Government Agent to do so.
5. The purchaser shall not assign or sublet the land or any portion of the land to any other person without the permission previously obtained in writing from the Government Agent.
6. All cattle kept on the land to graze should be tethered, and should not be allowed to trespass on the public road.
7. The purchaser shall keep the premises clean and in good order, pay all rates and taxes, and also comply with the Municipal regulations.
8. The purchaser shall not sell or remove gravel, sand, &c., from the demised premises, and he is further warned not to spoil or damage any portion of the said premises.
9. If the whole or any portion of the land is required by Government, such land or portion shall be surrendered on a month's notice being given. A *pro rata* refund of the purchase amount will be paid to the purchaser for the unexpired period of the lease respecting the land or portion thereof resumed by the Crown.
10. In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the land and eject the purchaser and his workmen from the land without compensation.
11. The Government Agent reserves the right to accept or reject any bid.

Government Agent's Office, J. G. FRASER,  
Colombo, December 20, 1922. Government Agent.

## Lands referred to.

Lot.	Situation.	Description.	Extent.	A.	R.	P.
10	Welikada	Grass	..	1	0	6
Preliminary Plan 17,990.						
2	Welikada	Grass	..	0	3	01.8

## Sale of Lease of Trees and Toll Houses on Crown Land.

THE sale of lease of trees and toll houses on Crown land fixed for January 15, 1923, and published in the *Government Gazette* dated December 22, 1922, has been postponed for January 16, 1923.

Government Agent's Office, J. G. FRASER,  
Colombo, January 3, 1923. Government Agent.

## Closure of Area for Application Surveys in Province of Uva.

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

## 2. The Province is divided into—

Area No. 1, which includes Wiyaluwa, Yatikinda, and Udukinda divisions, and Kandapalle korale in Wellawaya division.

Area No. 2, which includes Wellawaya, Kongala-Bintenna, and Sittaramapalata korales in Wellawaya division, Kandukara and Buttala korales in Buttala division.

Area No. 3, which includes Bintenna and Wellassa divisions and Buttala-Wedirata korale in Buttala division.

3. Area No. 3 will be closed on February 15, 1923, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again re-opened. This, however, will not preclude applicants from submitting to me for registration, applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

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

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

Badulla Kachcheri,  
December 23, 1922.

R. A. G. FESTING,  
Government Agent.

## Change of Management.

NOTICE is hereby given that Mr. K. Suppramaniam of Karaitivu has been appointed Manager of the school mentioned below, in place of Mr. K. Arunachalam Pillai:—

## School referred to.

Karaitivu Boys' Vernacular School.

Education Office, L. MACRAE,  
Colombo, December 21, 1922. Director of Education.

## Change of Management.

NOTICE is hereby given that Rev. A. C. Houlder, M.A., has been appointed Manager of the schools mentioned below, in place of Rev. G. A. Purser and Rev. A. E. Dibben, respectively:—

## Schools referred to.

- (1) Cotta C. M. S. Boys' English School.
- (2) Borella C. M. S. Boys' English School.

Education Office, L. MACRAE,  
Colombo, December 23, 1922. Director of Education.

## Watuwatta Vernacular Boys' School.

NOTICE is hereby given that an application has been received from Rev. D. Medhankara for the conversion of his Watuwatta Vernacular Boys' School, which is situated in Katugampola hatpattu in Kurunegala District of the North-Western Province, into a Mixed School.

Observations will be received not later than February 5, 1923.

Education Office,  
Colombo, January 3, 1923.

L. MACRAE,  
Director of Education.

**Closing of Public Works Department Road.**

THE Anuradhapura-Jaffna road will be closed to traffic at Elephant Pass Bridge on Sunday, January 14, 1923, from 7.30 A.M. to 1 P.M., for bridge construction purposes.

HAROLD T. CREASY,  
Colombo, January 4, 1923. for Director of Public Works.

**Hoof-and-Mouth Disease.**

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

The area bounded on the north by land belonging to D. Ewanis Fernando, east by land belonging to W. Pedro Fernando, south by land belonging to D. Ewanis Fernando, and west by land belonging to Mr. F. R. Soysa.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 20, 1922. for Government Agent.

**Hoof-and-Mouth-Disease.**

WHEREAS hoof-and-mouth disease has broken out in the estate called Miriswatta estate at Yagoda-mulla in Alutkuru korale north of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by lands belonging to Biyanwilage Selestinu and others, east and south by lands belonging to Saineris Fernando, Gabriel Fernando, R. Bastian Fernando, B. Lokka Fernando, S. Egonis Fernando, and others, and west by high road.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 20, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

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

The area bounded on the north by land belonging to Piloris Perera Gunawardena, east by lands belonging to Raphia and others, south by land belonging to Idrisinpedige Agonisa and others, and west by land belonging to Piloris Perera Gunawardena.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 20, 1922. for Government Agent.

**Hoof Disease.**

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

The area bounded on the north by Bogahapurane-kumbura, east by Winifed estate belonging to Mr. Wijeratne, south by high road from Negombo to Mirigama, and west by fields of Mulla.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 20, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Minioluwa in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by village Kandangomuwa, east by Walbotale, south by Kandalama, and west by Henegama.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 20, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the 2nd Cross street, Negombo, in Alutkuru korale north of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Dhoby's lane, east by 2nd Cross street, south by 1st Cross street, and west by Sea street.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 20, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

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

The area bounded on the north by village boundary of Heenatiyan, east by land belonging to W. Maria and high road, south by high road, and west by Heenatiyana road.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 20, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

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

The area bounded on the north by Waljapola estate, east by high road, south by Village Committee road, and west by cart road.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 21, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Walbotale in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Walbotale-Keenadeniya road, east by Crown land called Katuwekele, south by Crown land called Mirigankanda, and west by Pasyala-Giriulla road.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 21, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

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

The area bounded on the north by Diyahonda-ela, east by rail road, south by road running to Katunayaka Railway Station, and west by lake.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 21, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Kurukulawa in Siyane korale west of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by dewata road, east and south by Kurukulawa fields, and west by Hinkenda village boundary.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 21, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

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

The area bounded on the north by land belonging to Welun Perera Amarasinghe and others, east by land belonging to Juwanis Appuhamy and others, south by land belonging to the heirs of late Singhappuhamy, and west by land belonging to Welun Perera Amarasinghe.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 21, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Batuwatta in Alutkuru korale south of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of sections 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by land belonging to Kosman Saram, east by field, south by a portion of Delgahawatta, and west by land belonging to Dionis Saram.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 22, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Talagama in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north and east by Migahawatta, south by Dickdandawakumbura, and west by Moragahakumbura.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 22, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the estate called Ambana estate, Ambana, in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Negombo-Mugurugampola road, east by railway line, south by Beligollekumbura

and Beligollewatta, and west by tract of paddy fields called Potuwilekumbura.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 22, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Mirigama in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by village Kandalama, east by Crown land called Mirigankanda, south by village Wilwatta, and west by Pasyala-Giriulla road.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, December 22, 1922. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the land called Kurunduwatta at Loluwagoda in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Godakalana village, east by Maha-oya, south by Thiruwanaagodella and Araliya estates, and west by tract of paddy fields.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 3, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

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

The area bounded on the north by lands belonging to Irippulige Siman Fernando and others, east by cart road running from Andiambalama to Kimbulapitiya, south by land belonging to Pathirajage Rapiel Fernando, and west by land belonging to Botalage Gordiyanu Fernando.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 3, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

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

The area bounded on the north by Ketakalagahawatta belonging to Mr. Betti, east by high road, south and west by Kapiwatta.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 3, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

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

The area bounded on the north by land belonging to S. Isanappu, east by land belonging to S. Sinnappu, south by cart road, and west by land belonging to Andiris Tissera.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 3, 1923. for Government Agent.



**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Kandangomuwa in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Kahatapitiya village, east by Pasyala-Giriulla road, south and west by Kandangomuwa estate.

This declaration is to take effect from this date.

The Kachcheri,                      K. SOMASUNTHARAM,  
Colombo, January 3, 1923.            for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Hewagama in Hewagam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by line of bushes along the Nedriyamulleowitas (badawetiya), east by Paththalagala, south by Udawilakumbura and Wekanda, and west by Haldummalawala and village boundary of Weliwita.

This declaration is to take effect from this date.

The Kachcheri,                      K. SOMASUNTHARAM,  
Colombo, January 3, 1923.            for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the estate called Kumarawatta *alias* Nalla estate in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Maha-oya, east by Mahameruwa estate, south by Negombo-Giriulla road, and west by an ela.

This declaration is to take effect from this date.

The Kachcheri,                      K. SOMASUNTHARAM,  
Colombo, January 3, 1923.            for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the land called Mahameruwa at Nalla in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Maha-oya, east by Pansalawatta, south by Negombo-Giriulla road, and west by Kumarawatta estate.

This declaration is to take effect from this date.

The Kachcheri,                      K. SOMASUNTHARAM,  
Colombo, January 3, 1923.            for Government Agent.

**Hoof Disease.**

WHEREAS hoof disease has broken out in the village Meetotamulla in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by land called Bodawatta, south by land belonging to Davith Silva, east by Sanitary Board land No. 377, and west by Meetotamulla Sanitary Board road.

This declaration is to take effect from this date.

The Kachcheri,                      K. SOMASUNTHARAM,  
Colombo, January 3, 1923.            for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the butchers' cattle shed on the patana land, situated at the back of "Yalta," within the limits of the Board of Improvement, Nuwara Eliya: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by the railway and Lady Horton's Walk from the overhead bridge near "Lynnthorpe" to its junction with Badulla road near "Yalta," east by Lake Gregory and the Nanu-oya, south by the Nanu-oya and the railway, and west by the railway.

This declaration is to take effect from January 1, 1923.

E. R. SUDBURY,  
The Kachcheri, for Assistant Government Agent.  
Nuwara Eliya, January 1, 1923.

**Hoof Disease.**

WHEREAS hoof disease has broken out in the garden 334, Timbirigahawatta, at Kirillapone, in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Tanakolakumbura, east by dewata road leading to D. D. Perera's house and garden, and south and west by Kirillapone high road.

This declaration is to take effect from this date.

The Kachcheri,                      K. SOMASUNTHARAM,  
Colombo, December 20, 1922.            for Government Agent.

**Hoof Disease.**

WHEREAS hoof disease has broken out in the garden called Delgahawatta at Nawala, in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north, east, and west by fields, and south by dewata road from Koswattamandia to Galpottamandia.

This declaration is to take effect from this date.

The Kachcheri,                      K. SOMASUNTHARAM,  
Colombo, December 20, 1922.            for Government Agent.

**Hoof Disease.**

WHEREAS hoof disease has broken out in the village Nugugoda in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by high road to Nawala, south by garden belonging to Basil Wijeyesinghe and others, east by garden belonging to R. R. Dharmasena, and west by garden belonging to W. Charles Perera.

This declaration is to take effect from this date.

The Kachcheri,                      K. SOMASUNTHARAM,  
Colombo, December 22, 1922.            for Government Agent.

**Hoof Disease.**

WHEREAS hoof disease has broken out in the village Galkissa in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by garden belonging to G. R. de Alwis, east by Colombo-Galle road, south by garden belonging to P. Lewis Fernando, and west by Mrs. Saram's land.

This declaration is to take effect from this date.

The Kachcheri,                      K. SOMASUNTHARAM,  
Colombo, December 22, 1922.            for Government Agent.

**Rinderpest.**

WHEREAS rinderpest has broken out in the premises bearing assessment No. 31, situated at Cotta road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 21, 1922.

The Municipal Office, CHAS. W. PATE,  
Colombo, December 22, 1922. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS rinderpest has broken out at Madabawita, in Colombo District of the Western Province: It is hereby declared that the villages in Bopitiya and Kukul-pone wasamas, in Beligal korale of the Kegalla District, are declared a protective zone under section 6, sub-section (1), of Ordinance No. 25 of 1909, as per boundaries given below:—

North by Hapitigam korale, east by Kiraweli pattu, south by Dorawaka and Weragoda wasamas, west by Hapitigam korale and Godawela wasama.

This declaration is to take effect from December 12, 1922.

The Kachcheri, G. S. WODEMAN,  
Kegalla, December 16, 1922. Assistant Government Agent.

**Piroplasmosis.**

NOTICE is hereby given that the following area declared infected in the Trincomalee District, Eastern Province, under section 5 (1) of Ordinance No. 25 of 1909, and proclaimed in the *Government Gazette* No. 7,299 of December 1, 1922, Part I, page 2,618, is free from "Piroplasmosis," and is no longer an infected area:—

*Area referred to.*

North: Kund-aar and Kokkilai lake.

East: Sea.

South: Irrakkakandy-aar.

West: Nevil's trace commencing half a mile east of 7th milepost (Velviri), Anuradhapura road, and runs as far as Amarivayal.

Trincomalee Kachcheri, W. G. VALLIPURAM,  
December 13, 1922. for Assistant Government Agent.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 3/68, situated at Castle street, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 18, 1922.

The Municipal Office, CHAS. W. PATE,  
Colombo, December 21, 1922. Municipal Veterinary Surgeon.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the premises known as Selva Mahal, Hill street, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 18, 1922.

The Municipal Office, CHAS. W. PATE,  
Colombo, December 22, 1922. Municipal Veterinary Surgeon.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 85, situated at 2nd Division, Maradana, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 21, 1922.

The Municipal Office, CHAS. W. PATE,  
Colombo, December 22, 1922. Municipal Veterinary Surgeon.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the premises known as the Home for the Aged, Darley road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 16, 1922.

The Municipal Office, CHAS. W. PATE,  
Colombo, December 22, 1922. Municipal Veterinary Surgeon.

**SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."****SPECIFICATION.—Irrigation Works, Central Province.**

REVISED specification showing lands found to be capable of irrigation by **Bowetenna Channel**, the names of proprietors, and the contributions payable in respect of each land. All previous specifications including the one published in *Government Gazette* No. 6,319 of July 16, 1909, are hereby cancelled.

*Lands paying a Rate in Perpetuity of Re. 1 per Acre per Annum.*

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.	Rate in Area			Amount	No. and Date of Colonial Secretary's Letter authorizing Exemption and Period of Exemption granted.	Total Amount due.		
					Perpetuity.	exempted.	exempted.					
				A.	R.	P.	Rs.	c.		Rs.	c.	
1..	—	..Ihala Welikada	..Aluwihare Ratemahatmaya, Uduwawela Ratemahatmaya, P. B. Weragama Korala, and the estate of H. Don Bastian de Silva	1	0	0	1	0	—	—	1	0
2..	—	..Pahala Welikada	..R. B. Tenne Korala	1	0	0	1	0	—	—	1	0
3..	—	..Pallekumbura	..Naula Lucyhamy	1	2	0	1	50	—	—	1	50
4..	—	..Penalabodayekumbura	..Aluwihare Ratemahatmaya, Uduwawela Ratemahatmaya, P. B. Weragama Korala, and the estate of H. Don Bastian de Silva	1	0	0	1	0	—	—	1	0
5..	—	..Waduwekumbura	..Andawela M. Balaya	1	0	0	1	0	—	—	1	0
6..	—	..Do.	..Weragama P. M. Kalumenika	1	0	0	1	0	—	—	1	0
7..	—	..Lunumindagahakumbura	..R. B. Tenne Korala and others	1	1	0	1	25	—	—	1	25
8..	—	..Millagahakumbura	..Hulangamuwa President	0	3	0	0	75	—	—	0	75
9..	—	..Do.	..Andawala M. Balaya	0	3	0	0	75	—	—	0	75
10..	—	..Kalugahanile	..Aluwihare Ratemahatmaya, Uduwawela Ratemahatmaya, P. B. Weragama Korala, and the estate of H. Don Bastian de Silva	1	0	0	1	0	—	—	1	0
11..	—	..Wagahanile	..do.	1	0	0	1	0	—	—	1	0
12..	—	..Welgahanile	..do.	1	0	0	1	0	—	—	1	0
13..	—	..Siyambalagahanile	..do.	1	0	0	1	0	—	—	1	0

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.			Rate in Perpetuity.		Area exempted.	Amount exempted.	No. and Date of Colonial Secretary's Letter authorizing Exemption and Period of Exemption granted.	Total Amount due.
				A.	R.	P.	Rs.	c.				
14..	—	.. Millagahanile	.. Aluwihare Ratemahatmaya, Uduwawela Ratemahatmaya, P. B. Weragama, Korala, and the estate of H. Don Bastian de Silva	1	2	0	0	1	50	—	—	1 50
15..	—	.. Serugahamulapela	.. do.	0	2	0	0	0	50	—	—	0 50
16..	—	.. Heen Issara	.. do.	1	0	0	0	1	0	—	—	1 0
17..	—	.. Totapologawakumbura	.. do.	1	0	0	0	1	0	—	—	1 0
18..	—	.. Pihillekotuwa	.. do.	1	0	0	0	1	0	—	—	1 0
19..	—	.. Meegahakumbura	.. Naula Lucyhamy	2	0	0	0	2	0	—	—	2 0
20..	—	.. Do.	.. Uduwawela Ratemahatmaya	0	3	0	0	0	75	—	—	0 75
21..	—	.. Do.	.. P. B. Weragama Korala	0	3	0	0	0	75	—	—	0 75
22..	—	.. Galagawakumbura	.. Madawala Kasi Lebbe	1	1	0	0	1	25	—	—	1 25
23..	—	.. Katupullekumbura	.. Estate of H. Don Bastian de Silva	1	0	0	0	1	0	—	—	1 0
24..	—	.. Galagawakumbura	.. Madawala M. Meera Saibu and Aly Tamby	1	2	0	0	1	50	—	—	1 50
25..	—	.. Ganwasama	.. R. B. Tenne Korala and others	2	0	0	0	2	0	—	—	2 0
26..	—	.. Wagala	.. do.	4	0	0	0	4	0	—	—	4 0
27..	—	.. Ketapadiya	.. do.	1	3	0	0	1	75	—	—	1 75
28..	—	.. Bandarapalayekumbura	.. Uduwawela Kumarihamy	1	0	0	0	1	0	—	—	1 0
29..	—	.. Do.	.. T. B. Kaluwelgoda Arachchi	1	0	0	0	1	0	—	—	1 0
30..	—	.. Do.	.. Udugama Kumarihamy	1	2	0	0	1	50	—	—	1 50
31..	—	.. Maha Katukenda	.. W. B. Hulangamuwa Korala	1	2	0	0	1	50	—	—	1 50
32..	—	.. Kuda Katukenda	.. R. B. Tenne Korala	1	2	0	0	1	50	—	—	1 50
33..	—	.. Dambagahakumbura	.. Rajjamana Ahamadu	1	0	0	0	1	0	—	—	1 0
34..	—	.. Do.	.. Rajammana Uduma Lebbe	1	0	0	0	1	0	—	—	1 0
35..	—	.. Do.	.. Weragama P. M. Kalumenika	1	0	0	0	1	0	—	—	1 0
36..	—	.. Moragahakumbura	.. Madawala M. Meera Saibu	0	3	0	0	0	75	—	—	0 75
37..	—	.. Do.	.. Madawala M. Kasi Lebbe	1	3	0	0	1	75	—	—	1 75
38..	—	.. Dambagahakumbura	.. Mandandawela S. K. Ramalingam	0	3	0	0	0	75	—	—	0 75
39..	—	.. Do.	.. Naliyakanate Selemen and Ossen	0	2	0	0	0	50	—	—	0 50
40..	—	.. Kumbukgahakumbura <i>alias</i> Kongahakumbura	.. Naula Lucyhamy	0	3	0	0	0	75	—	—	0 75
41..	—	.. Do.	.. Naliyakanate Selemen and Ossen	1	0	0	0	1	0	—	—	1 0
42..	—	.. Meegahakumbura	.. Opalgala H. Kudaridi	0	2	0	0	0	50	—	—	0 50
43..	—	.. Do.	.. Naliyakanate Umbu Salma and Meera Saibu	0	2	0	0	0	50	—	—	0 50
44..	—	.. Maha Irawella <i>alias</i> Kotuwewela	.. R. B. Tenne Korala and others	1	2	0	0	1	50	—	—	1 50
45..	—	.. Millagahakumbura	.. Naliyakanate Meera Saibu	0	2	0	0	0	50	—	—	0 50
46..	—	.. Do.	.. Madawala Meera Saibu	0	2	0	0	0	50	—	—	0 50
47..	—	.. Kahatagaha-ira	.. R. B. Tenne Korala and others	1	0	0	0	1	0	—	—	1 0
48..	—	.. Millagahakumbura	.. do.	1	0	0	0	1	0	—	—	1 0
49..	—	.. Wagala	.. do.	1	0	0	0	1	0	—	—	1 0
50..	—	.. Elapota	.. do.	0	2	0	0	0	50	—	—	0 50
51..	—	.. Gambiriyagahakumbura	.. P. B. Weragama Korala	0	3	0	0	0	75	—	—	0 75
52..	—	.. Hettigepanguwa	.. Aluwihare Ratemahatmaya, Uduwawela Ratemahatmaya, P. B. Weragama Korala, and the estate of H. Don Bastian de Silva	0	3	0	0	0	75	—	—	0 75
53..	—	.. Gurandagahakumbura	.. Naliyakanate T. H. Marikkar	0	3	0	0	0	75	—	—	0 75
54..	—	.. Do.	.. Opalgala H. M. Punchi Banda	0	3	0	0	0	75	—	—	0 75
55..	—	.. Hingugepela	.. Aluwihare Ratemahatmaya, Uduwawela Ratemahatmaya, P. B. Weragama Korala, and the estate of H. Don Bastian de Silva	0	2	0	0	0	50	—	—	0 50
56..	—	.. Lekampanguwa	.. do.	2	0	0	0	2	0	—	—	2 0
57..	—	.. Kumbukgahakumbura	.. do.	1	0	0	0	1	0	—	—	1 0
58..	—	.. Puwakpitiyekumbura	.. Opalgala A. Ukku Banda	1	0	0	0	1	0	—	—	1 0
59..	—	.. Do.	.. Opalgala G. Punchirala, Arachchi and G. Punchi Appuhamy	1	0	0	0	1	0	—	—	1 0
60..	—	.. Gurandagahakumbura	.. Opalgala P. H. Appuwa Henaya	1	0	0	0	1	0	—	—	1 0
61..	—	.. Do.	.. Opalgala H. M. Kalu Banda Korala	2	0	0	0	2	0	—	—	2 0
62..	—	.. Mailagahakumbura	.. Opalgala W. Menikrala and Kiri Banda	1	0	0	0	1	0	—	—	1 0
63..	—	.. Godakumbura	.. R. B. Tenne Korala and others	2	0	0	0	2	0	—	—	2 0

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.			Rate in Perpetuity.		Area exempted.		Amount exempted.	No. and Date of Colonial Secretary's Letter authorizing Exemption and Period of Exemption granted.	Total Amount due.
				A.	R.	P.	Rs.	c.	A.	R.			
64..	—	..Kankananpanguwa	Aluwihare Ratemahatmaya, Uduwawela Ratemahatmaya, P. B. Weragama, Korala, and the estate of H. Don Bastian de Silva..	2	0	0..	2	0..	—	—	—	—	2 0
65..	—	..Dunumadalagaha-kumbura	..Uduwawela Ratemahatmaya	1	2	0..	1	50..	—	—	—	—	1 50
66..	—	..Henawalagawakumbura	..Aluwihare Ratemahatmaya, Uduwawela Ratemahatmaya, P. B. Weragama Korala, and the estate of H. Don Bastian de Silva	1	0	0..	1	0..	—	—	—	—	1 0
67..	—	..Kalugahatenna	..do.	2	0	0..	2	0..	—	—	—	—	2 0
68..	—	..Bowatennepanguwa	..do.	2	0	0..	2	0..	—	—	—	—	2 0
69..	—	..Pallegamapanguwa	..do.	2	0	0..	2	0..	—	—	—	—	2 0
70..	—	..Radawelapanguwa	..do.	2	0	0..	2	0..	—	—	—	—	2 0
71..	—	..Galagawakumbura	..Opalgala H. M. Dingiri Amma and Bisomenika	0	2	0..	0	50..	—	—	—	—	0 50
72..	—	..Manunnile	..Aluwihare Ratemahatmaya, Uduwawela Ratemahatmaya, P. B. Weragama, Korala, and the estate of H. Don Bastian de Silva..	1	0	0..	1	0..	—	—	—	—	1 0
73..	—	..Galpallaha	..do.	0	1	0..	0	25..	—	—	—	—	0 25
74..	—	..Kiridurapanguwa	..do.	2	0	0..	2	0..	—	—	—	—	2 0
75..	—	..Udapanguwa	..do.	2	0	0..	2	0..	—	—	—	—	2 0
76..	—	..Balayadurapanguwa	..do.	2	0	0..	2	0..	—	—	—	—	2 0
77..	—	..Kongaha-ire	..do.	1	0	0..	1	0..	—	—	—	—	1 0
78..	—	..Mukalanyayepanguwa	..do.	1	0	0..	1	0..	—	—	—	—	1 0
79..	—	..Serugahamulakumbura	..do.	1	0	0..	1	0..	—	—	—	—	1 0
80..	—	..Mahameegaha-ire	..do.	2	0	0..	2	0..	—	—	—	—	2 0
81..	—	..Kudameegaha-ire	..do.	2	0	0..	2	0..	—	—	—	—	2 0
82..	—	..Kandawetichchi-ire	..do.	2	0	0..	2	0..	—	—	—	—	2 0
83..	—	..Widanamuttettuwa	..do.	2	0	0..	2	0..	—	—	—	—	2 0
84..	—	..Paranchikiriye-panguwa	..do.	1	0	0..	1	0..	—	—	—	—	1 0
85..	—	..Kolongahakumbura alias Kiriye-wede-kumbura	..Uduwawela Ratemahatmaya	0	3	0..	0	75..	—	—	—	—	0 75
86..	—	..Do.	..P. B. Weragama Korala	0	3	0..	0	75..	—	—	—	—	0 75
87..	—	..Kolongahakumbura	Opalgala H. M. Dingiri Banda	2	0	0..	2	0..	—	—	—	—	2 0
88..	—	..Do.	..Hulangamuwa President	1	2	0..	1	50..	—	—	—	—	1 50
89..	—	..Do.	..Andawela M. Sausiri	1	0	0..	1	0..	—	—	—	—	1 0
90..	—	..Do.	..Opalgala H. M. Kiri Banda	0	1	0..	0	25..	—	—	—	—	0 25
91..	—	..Kahatagaha-ire	..Opalgala H. M. Dingiri Amma and Bisomenika	1	0	0..	1	0..	—	—	—	—	1 0
92..	—	..Kahatagaha-ire	..Hulangamuwa President	1	0	0..	1	0..	—	—	—	—	1 0
93..	—	..Do.	..do.	1	0	0..	1	0..	—	—	—	—	1 0
94..	—	..Do.	..Opalgala H. M. Punchi Banda	1	0	0..	1	0..	—	—	—	—	1 0
95..	—	..Kolongahakumbura	Opalgala Punchi Appuhamy	0	3	0..	0	75..	—	—	—	—	0 75
96..	—	..Do.	..Opalgala H. M. Kiri Banda..	0	3	0..	0	75..	—	—	—	—	0 75
97..	—	..Dambagahakumbura	Hunuka-ela Setuwa, V. D..	2	0	0..	2	0..	—	—	—	—	2 0
98..	—	..Kohombagahakumbura	..Andawela M. Malinda Dewaya	2	0	0..	2	0..	—	—	—	—	2 0
99..	—	..Maditiyagahakumbura	..Opalgala Appuwa Henaya..	1	0	0..	1	0..	—	—	—	—	1 0
100..	—	..Weragahakumbura	..Marikkar, Town Muhandiram	0	3	0..	0	75..	—	—	—	—	0 75
101..	—	..Do.	..Andawela G. Bandiya and Bilinda	0	3	0..	0	75..	—	—	—	—	0 75
102..	—	..Upasakayekumbura	Opalgala H. M. Dingiri Banda, Registrar	0	3	0..	0	75..	—	—	—	—	0 75
103..	—	..Do.	..Andawela M. Kastura	1	1	0..	1	25..	—	—	—	—	1 25
104..	—	..Gurandagahakumbura and Hum-bahagawakumbura	Opalgala A. Ukku Banda	1	0	0..	1	0..	—	—	—	—	1 0
105..	—	..Do.	..Opalgala H. M. Punchirala	0	2	0..	0	50..	—	—	—	—	0 50
106..	—	..Galagawakumbura	Opalgala H. M. Punchi Banda	1	0	0..	1	0..	—	—	—	—	1 0
107..	—	..Do.	..Opalgala H. M. Kiri Banda..	0	2	0..	0	50..	—	—	—	—	0 50
108..	—	..Rekanapanguwa	..Aluwihare Ratemahatmaya, Uduwawela Ratemahatmaya, P. B. Weragama Korala, and the estate of H. Don Bastian de Silva..	1	0	0..	1	0..	—	—	—	—	1 0
109..	—	..Ambalamagawakumbura	..Opalgala H. M. Punchirala Arachchi and Kalumenika	1	0	0..	1	0..	—	—	—	—	1 0
Total				127	1	0	127	25					127 25

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

Prices of Foodstuffs, &amp;c., in Colombo, on January 3, 1923.

	Wholesale.		Retail.		Per	Wholesale. Rs. c.	Per	Retail. Rs. c.
	Per	Rs. c.	Per	Rs. c.				
Paddy, Country	.. Bushel	.. 2 75	.. Measure	.. —	..	.. —	.. lb.	.. —
Paddy, Imported	.. do.	.. 3 0	.. do.	.. —	..	.. —	.. Measure	.. 0 12
Rice, Country	.. do.	.. —	.. do.	.. —	..	.. —	.. lb.	.. 0 6
Rice, Kara	.. do.	.. 5 26	.. do.	.. 0 17	..	.. —	.. do.	.. 0 28
Rice, Kallunda	.. do.	.. 5 36	.. do.	.. 0 17	..	.. —	.. Measure	.. 0 20
Rice, Sulai	.. do.	.. 5 60	.. do.	.. 0 18	..	.. —	.. lb.	.. 0 36
Rice, Muttusamba	.. do.	.. 8 25	.. do.	.. 0 26	..	.. —	.. Measure	.. 0 40
Raw Rice (Rangoon)	.. do.	.. 5 50	.. do.	.. —	..	.. —	.. lb.	.. 0 34
Raw Rice (Singapore)	.. do.	.. 5 0	.. do.	.. —	..	.. —	.. Measure	.. 0 32
Raw Rice (Batavia)	.. do.	.. —	.. do.	.. —	..	.. —	.. lb.	.. 0 20
Dhall (Tuvarai)	.. —	.. —	.. Seer	.. 0 25	..	.. —	.. do.	.. 0 50
Dhall (Mussouri)	.. —	.. —	.. do.	.. 0 18	..	.. —	.. do.	.. 0 40
Green Peas	.. —	.. —	.. do.	.. 0 22	..	.. —	.. do.	.. 0 16
Ulundu	.. —	.. —	.. do.	.. 0 20	..	.. —	.. Bundle	0 30-36
Gram	.. —	.. —	.. do.	.. 0 18	..	.. —	.. Seer	.. 0 23
Wheat Flour	.. —	.. —	.. lb.	.. 0 14	..	.. —	.. Bottle	.. 1 25
American Flour	.. —	.. —	.. do.	.. 0 14	..	.. —	.. Measure	.. 0 60
Ghee, Cow	.. —	.. —	.. Seer	.. 5 0	..	.. —	.. Bottle	.. 0 25
Ghee, Buffalo	.. —	.. —	.. do.	.. 3 75	..	.. —	.. do.	.. 0 24
Milk	.. —	.. —	.. Bottle	.. 0 40	..	.. —	.. Packet of	12 boxes 0 20
Potatoes (Indian)	.. —	.. —	.. lb.	.. 0 10	..	.. —	.. do.	.. 0 18
Potatoes (Bangalore)	.. —	.. —	.. do.	.. 0 12	..	.. —	.. lb.	.. 0 35
Onions (Bombay)	.. —	.. —	.. do.	.. 0 9	..	.. —	.. do.	.. 0 80
Onions, Red	.. —	.. —	.. do.	.. 0 6	..	.. —	.. do.	.. 0 60
Bread	.. —	.. —	.. 1-lb. loaf	.. 0 18	..	.. —	.. Each	0 50-75
Tea	.. —	.. —	.. lb.	.. 1 0	..	.. —	.. do.	.. 0 6
Coffee	.. —	.. —	.. do.	.. 0 50	..	.. —	.. Dozen	.. 0 12
Limes	.. —	.. —	.. Dozen	.. 0 12	..	.. —	.. Each	.. 0 10
Coconuts	.. —	.. —	.. Each	.. 0 10	..	.. —	.. lb.	.. 0 21
Sugar, Soft	.. —	.. —	.. lb.	.. 0 21	..	.. —	.. do.	.. 0 19
Sugar, Crepe	.. —	.. —	.. do.	.. 0 19	..	.. —	.. do.	.. —
Sugar, Ceylon	.. —	.. —	.. do.	.. —	..	.. —	.. do.	.. 0 28
Sugar Candy	.. —	.. —	.. do.	.. 0 28	..	.. —	.. do.	.. —
Sugar, Brown	.. —	.. —	.. lb.	.. —	..	.. —	.. Measure	.. 0 12
Salt	.. —	.. —	.. Measure	.. —	..	.. —	.. lb.	.. 0 6
Salt	.. —	.. —	.. lb.	.. —	..	.. —	.. do.	.. 0 28
Dried Chillies	.. —	.. —	.. do.	.. —	..	.. —	.. Measure	.. 0 20
Coriander	.. —	.. —	.. do.	.. —	..	.. —	.. Measure	.. 0 36
Pepper	.. —	.. —	.. Measure	.. —	..	.. —	.. lb.	.. 0 40
Garlic	.. —	.. —	.. lb.	.. —	..	.. —	.. Measure	.. 0 34
Mustard	.. —	.. —	.. Measure	.. —	..	.. —	.. lb.	.. 0 32
Turmeric	.. —	.. —	.. lb.	.. —	..	.. —	.. do.	.. 0 20
Fenugreek	.. —	.. —	.. do.	.. —	..	.. —	.. do.	.. 0 50
Cumin	.. —	.. —	.. do.	.. —	..	.. —	.. do.	.. 0 40
Aniseed	.. —	.. —	.. do.	.. —	..	.. —	.. do.	.. 0 16
Tamarind	.. —	.. —	.. do.	.. —	..	.. —	.. Bundle	0 30-36
Jaggery	.. —	.. —	.. Bundle	0 30-36	..	.. —	.. Seer	.. 0 23
Gingelly	.. —	.. —	.. Seer	.. 0 23	..	.. —	.. Bottle	.. 1 25
Gingelly Oil	.. —	.. —	.. Bottle	.. 1 25	..	.. —	.. Measure	.. 0 60
Coconut Oil	.. —	.. —	.. Measure	.. 0 60	..	.. —	.. Bottle	.. 0 25
Kerosine Oil, Daylight	.. —	.. —	.. Bottle	.. 0 25	..	.. —	.. do.	.. 0 24
Kerosine Oil, Monkey Brand	.. —	.. —	.. do.	.. 0 24	..	.. —	.. Packet of	12 boxes 0 20
Matches, Three Stars	.. —	.. —	.. Packet of	12 boxes 0 20	..	.. —	.. do.	.. 0 18
Matches (Japanese)	.. —	.. —	.. do.	.. 0 18	..	.. —	.. lb.	.. 0 35
Beef	.. —	.. —	.. lb.	.. 0 35	..	.. —	.. do.	.. 0 80
Mutton	.. —	.. —	.. do.	.. 0 80	..	.. —	.. do.	.. 0 60
Pork	.. —	.. —	.. do.	.. 0 60	..	.. —	.. Each	0 50-75
Chicken	.. —	.. —	.. Each	0 50-75	..	.. —	.. do.	.. 0 6
Eggs	.. —	.. —	.. do.	.. 0 6	..	.. —	.. lb.	.. 0 30
Dry Fish, Nettali (Hal-messan)	.. —	.. —	.. lb.	.. 0 30	..	.. —	.. do.	.. 0 95
Dry Fish (Maldiva)	.. —	.. —	.. do.	.. 0 95	..	.. —	.. do.	.. —

G. H. N. SAUNDERS,  
The Municipal Office, Financial Assistant to the Chairman,  
Colombo, January 3, 1923. Municipal Council.

## MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Special Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on Thursday, November 16, 1922, at 4.30 p.m., in accordance with Notice dated November 10, 1922, to consider the Salary Scheme for Municipal Officers, recommended by the Finance Committee for adoption by the Council.

Present:—Mr. W. L. Kindersley, Chairman; Mr. J. C. Ratwatte; Mr. L. H. S. Pieris; Dr. J. W. S. Attygalle; Mr. G. E. de Silva; Mr. A. Vallipuram; Dr. G. P. Hay; Mr. A. de C. Carson; and Dr. Allan de Saram.

Mr. de Silva rose to a point of order. He urged that as the resolution proposed by Dr. Attygalle at the October Meeting of Council, in accordance with which the Finance Committee had been asked to submit a revised salary scheme for consideration of Council, was not reduced to writing and handed to the Secretary by him, as required by by-law 25, the reference to the Finance Committee was void.

The Chairman held that the resolution on item 7 "Papers re temporary increases and pensions to Municipal Officers" in the agenda for the October Meeting, was properly moved and carried.

Dr. Attygalle explained at length the salary scheme submitted by the Finance Committee and moved that the Council go into Committee to consider the scheme. Dr. de Saram seconded.

Mr. de Silva moved, as an amendment, that the consideration of the salary scheme be deferred. Mr. Pieris seconded.

The amendment was put to the Meeting and lost by 7 to 2, only the mover and seconder voting for it.

The original motion was then put to the Meeting and carried by 7 to 2.

Ayes: Mr. J. C. Ratwatte, Dr. J. W. S. Attygalle, Mr. A. Vallipuram, Dr. G. P. Hay, Mr. A. de C. Carson, Dr. Allan de Saram, and the Chairman.

Noes: Mr. G. E. de Silva and Mr. L. H. S. Pieris.

The Council being now in Committee, the Chairman further explained the scheme. It was agreed that the scheme, as submitted, be approved subject to the following amendments:—

(i.) That the maximum of the salary attached to the post of Medical Officer of Health be raised to Rs. 9,000, and that the increments be Rs. 450 annually.

It was also agreed that the Medical Officer of Health should obtain the qualifications of D.P.H. or D.T.M. and H. at the end of four years from the date of appointment.

(ii.) That the salary of the Special Grade Post be as follows:—

Rs. 3,300 rising by increments of Rs. 300 to Rs. 4,200.

(iii.) That D. J. Abeysinghe, Revenue Inspector, be promoted for special merit to Grade II. of the service.

(iv.) That the following officers be placed one step higher in their grade and that their salary for 1923 be as follows:—D. E. P. Joseph, Rs. 1,440; G. B. de Silva, Rs. 1,140; F. V. de Alwis, Rs. 1,080; S. S. Meer Mohideen, Rs. 1,020; A. J. K. Marikar, Rs. 1,020.

(v.) That the proposed rent allowance of 10 per cent. of salary to married officers and 5 per cent. of salary to bachelors be allowed only in the case of the Sanitary Inspectors, the Revenue Inspectors, and the Supervisor of Conservancy.

Messrs. de Silva and Pieris dissented in Committee only as regards the salaries proposed for the following officers: the Secretary, the Superintendent of Works, and the Accountant.

The Council resumed.



Dr. Attygalle moved that the revised salary scheme, as amended in Committee, be passed. Mr. Carson seconded.— Carried by 7 to 2.

Ayes: Mr. J. C. Ratwatte, Dr. J. W. S. Attygalle, Mr. A. Vallipuram, Dr. G. P. Hay, Mr. A. de C. Carson, Dr. Allan de Saram, and the Chairman.

Noes: Mr. G. E. de Silva and Mr. L. H. S. Pieris.

Confirmed this 16th day of December, 1922:

J. C. RATWATTE,  
for Chairman.

The following is the scheme as passed by the Council:—

SALARY SCHEME FOR MUNICIPAL OFFICERS.

Secretary: Rs. 6,300—Rs. 9,000

Rs. 450

Rs. 300 drawn by the Secretary from Electricity Department is to be discontinued.

Rs. 300 from above salary to be charged to Electricity Department.

Electrical Engineer: Rs. 9,000.

Superintendent of Works: Rs. 6,300—Rs. 9,000

Rs. 450

Special allowance of Rs. 600 for supervision of scavenging is to be discontinued.

Medical Officer of Health: Rs. 5,400—Rs. 9,000

Rs. 450

The increment in the case of the present Medical Officer of Health to be Rs. 500 for 1923.

Accountant: Rs. 4,500—Rs. 6,300

Rs. 300

Allowance of Rs. 900 from Electricity Department to be discontinued, and an equivalent sum from the above salary is to be charged to that Department.

Assistant Secretary: Rs. 3,600—Rs. 4,500

Rs. 300

Assistant Superintendent of Works: Rs. 1,800—Rs. 3,600

Rs. 120

Clerical Establishment and Inspectorate:—

Special Grade, 1 post: Rs. 3,300—Rs. 4,200

Rs. 300

Grade I., 2 posts: Rs. 2,520—Rs. 3,000

Rs. 120

Grade II., 6 posts: Rs. 1,920—Rs. 2,400

Rs. 120

Halt of two years on Rs. 2,400 before being eligible for promotion to Grade I.

Grade III., 15 posts: Rs. 600—Rs. 1,200 and Rs. 1,320—Rs. 1,800

Rs. 60

Rs. 120

Halt of two years on Rs. 1,800 before being eligible for promotion to Grade II. A halt of two years on Rs. 900.

Of the six posts in Grade II., one post is reserved for Inspectors.

Annual increments to be allowed only on satisfactory work certified to by the Head of the Department.

Efficiency bar to be introduced before Rs. 1,320, which will be in the form of an examination on the following subjects:—

(1) Knowledge of Municipal Ordinances and By-laws.

(2) Official Correspondence.

(3) Précis Writing and Typewriting, or Accounts and Bookkeeping (for Clerks and Revenue Inspectors only).

(4) Sanitation and Hygiene (For Sanitary Inspectors only).

Annual Examinations are to be held, the details of which are to be arranged after the Scheme has been approved.

All Officers now graded on salaries of Rs. 1,320—Rs. 1,800 are also to be subject to the same efficiency bar before they can claim promotion to the higher grades.

Subject to these conditions, promotion from Grade III. to Grade II. to be on seniority and merit, and above that on special merit.

Of the six posts in Grade II. only five are to be filled up at present, the other post to lie vacant until the Officers in the Grade below qualify themselves. Similarly the two posts in Grade I. are to lie vacant until the Officers in Grade II. qualify themselves.

The full effect of the Scheme can be seen from the following table:—

Years of Service.	Per Annum. Rs.	Years of Service.	Per Annum. Rs.
Grade III., 15 Posts	1 .. 600	Grade II., 6 Posts	1 .. 1,920
	2 .. 660		2 .. 2,040
	3 .. 720		3 .. 2,160
	4 .. 780		4 .. 2,280
	5 .. 840		5 .. 2,400
	6 .. 900		6 .. 2,400
	7 .. 900	Promotion.	
	8 .. 960	By special merit.	
	9 .. 1,020	Grade I., 2 Posts	1 .. 2,520
	10 .. 1,080		2 .. 2,640
	11 .. 1,140		3 .. 2,760
	12 .. 1,200		4 .. 2,880
	5 .. 3,000		
	Promotion.		
	By special merit.		
		Special Grade, 1 Post	1 .. 3,300
			2 .. 3,600
			3 .. 3,900
			4 .. 4,200
			Promotion.
			By seniority and merit.

All promotions to the Special Grade, Grade I. and Grade II. to be made by the Council on the recommendations of the Chairman, and will not be given unless there are vacancies in such grades.

Future entrants to the Clerical Establishment and Inspectorate should be between the ages of 18 and 23, and should have passed the Cambridge Junior Local or equivalent examination, and in case of Sanitary Inspectors, the examinations conducted by the Sanitary Department.

*Various Subordinate Posts.*

1. Market-keeper	}	Rs. 480—Rs. 960
2. Slaughter-house-keeper		
3. Cemetery-keeper		
4. Librarian		
5. Assistant Supervisor of Conservancy		
		Rs. 48

*Municipal School.*

Head Teacher :	Rs. 480—Rs. 960
	Rs. 48
Other Teachers :	Rs. 360—Rs. 600
	Rs. 30
Attendance Officer :	Rs. 480—Rs. 960
	Rs. 48

*Binders, Peons, and other Minor Employees.*

Binder :	Rs. 420—Rs. 780
	Rs. 15
Peons and Process Servers, 2 Assistant Market-keepers, Night Watchers, Market (4), Nuisance Watchers, Peon (Library), Bicycle Orderly, Messenger Boy (S. M. W.'s) :	Rs. 300—Rs. 444
	Rs. 6
Coolies :	Rs. 240—Rs. 300
	Rs. 6

*Midwife.*

Allowance of Rs. 30 per mensem to be continued with the special allowance of Re. 1.50 for each case of successful attendance.

*Plumbers.*

The two plumbers who draw monthly salaries have been in receipt of temporary increases. The temporary increases are merged in the salaries which are to be as follows :—

Senior Plumber :	Rs. 70 per mensem.
Junior Plumber :	Rs. 63 per mensem.

*Rent Scheme.*

The Sanitary Inspectors, Revenue Inspectors, and Supervisor of Conservancy to be granted a rent allowance on the following rates :—

Married Officers :	10 per cent. of salary.
Single Officers :	5 per cent. of salary.

The annexed Schedule will show the position of each Officer on the New Scheme.

*Staff Appointments.*

	Salary.		Maximum.	Salary for 1923.
	Minimum.	Annual Increment.		
	Rs.	Rs.	Rs.	Rs.
Secretary .. .. .	6,300	450	9,000	6,750
Electrical Engineer .. .. .	—	—	9,000	9,000
Superintendent of Works .. .. .	6,300	450	9,000	6,750
Medical Officer of Health .. .. .	5,400	450	9,000	5,900
Accountant .. .. .	4,500	300	6,300	4,500
Assistant Secretary .. .. .	3,600	300	4,500	3,600
Assistant Superintendent of Works .. .. .	1,800	120	3,600	2,400

*Clerical Establishment and Inspectorate.*

Special Grade, 1 Post :	Rs. 3,300—Rs. 4,200			
	Rs. 300			
1. S. W. de Silva, Assistant Clerk .. .. .	3,300 .. 300 .. 4,200 .. 3,300			
Grade I., 2 Posts :	Rs. 2,520—Rs. 3,000			
	Rs. 120			
1.)	— .. .. . 2,520 .. 120 .. 3,000 .. —			
2.)	— .. .. . 2,520 .. 120 .. 3,000 .. —			
Grade II., 6 Posts :	Rs. 1,920—Rs. 2,400			
	Rs. 120			
1. A. N. Keegel, Head Clerk, Electricity Department	}	1,920 .. 120 .. 2,400 ..	}	2,160
2. A. B. C. Kulasekere, Correspondence Clerk .. .. .				1,920
3. M. C. Abdul Jawad, Accounts Clerk .. .. .				1,920
4. A. A. de Alwis, Shroff .. .. .				1,920
5. D. J. A. A. Abeysinghe .. .. .				1,920
6. — .. .. .				1,920

Official Establishment and Inspectorate.	Office held.		Minimum. Rs.	Salary. Annual Increment. Rs.	Maximum. Rs.	Salary for 1923. Rs.
	Rs. 600—Rs. 1,200 Rs. 60	Rs. 1,320—Rs. 1,800 Rs. 180				
Grade III., 15 posts:						
1. D. E. P. Joseph ..	Sanitary Inspector	..	—	—	—	1,440
2. G. B. M. Bandaranayake ..	do.	..	—	—	—	1,320
3. S. F. Williamsz ..	do.	..	—	—	—	1,320
4. A. S. V. Rajah ..	Supervisor of Conservancy	..	—	—	—	1,080
5. G. B. de Silva ..	Sanitary Inspector	..	—	—	—	1,140
6. F. V. de Alwis ..	Clerk to S. M. W.	..	—	—	—	1,080
7. S. S. Meer Mohideen ..	Revenue Clerk	..	—	—	—	1,020
8. A. J. K. Marikar ..	License Clerk	..	600	60	1,200	1,020
9. W. A. de Alwis Seneviratne ..	Revenue Inspector	..	1,320	120	1,800	960
10. E. P. Hemasinghe ..	Storekeeper	..	—	—	—	960
11. L. Don Lewis ..	1st Assistant Assessment Clerk	..	—	—	—	900*
12. H. B. Senanayake ..	Recordkeeper and Clerk	..	—	—	—	900†
13. L. B. Amunugama ..	2nd Assistant Assessment Clerk	..	—	—	—	900
14. B. Chas. de Silva ..	Clerk to M. O. H.	..	—	—	—	900
15. A. E. Ratnayake ..	Clerk to Municipal Magistrate	..	—	—	—	840
16. A. Perera ..	Clerk, Electricity Department	..	—	—	—	840
17. R. Goonetilleke ..	do.	..	—	—	—	600
18. — ..	Bookkeeper	..	—	—	—	600

\* Allowance of Rs. 42 for attending sales to be continued.

† Overtime allowance of Rs. 120 to be continued.

Office.	Present Occupant.	Minimum. Rs.	Salary. Annual Increment. Rs.	Maximum. Rs.	Salary for 1923. Rs.
<i>Various Subordinate Posts.</i>					
Market-keeper ..	W. H. Appuhamy ..	480	48	960	864
Slaughter-housekeeper ..	C. Perera ..				720
Cemetery-keeper ..	H. E. de Moore ..				624
Assistant Supervisor of Conservancy ..	L. Dias ..				672
Librarian ..	A. M. Mudanayake ..				528
<i>Municipal School Staff.</i>					
Head Teacher ..	W. S. Herath ..	480	48	960	528
1st Assistant Sinhalese Teacher ..	H. T. Perera ..	360	30	600	360
2nd do. ..	Mrs. D. A. Tennekoon ..				420
Tamil Teacher ..	V. R. Sinnathamby ..				390
Assistant Tamil Teacher ..	— ..	480	48	960	360
Attendance Officer ..	R. V. Sirimane ..				720
<i>Binders, Peons, and other Minor Employees.</i>					
Binder ..	H. Don Fredrick ..	420	15	780	450
1st Assistant Market-keeper ..	D. W. Karunaratne ..	300	6	444	438
2nd do. ..	T. V. Upanis ..				354
Night Watcher (Market) ..	C. Wannappa ..				318
Nuisance Watcher ..	M. L. David ..				318
Do. ..	J. A. David ..				300
Do. ..	M. Cassim ..				300
Do. ..	H. D. Amith ..				300
Peon (Secretariat) ..	Noor Ahaman ..				384
Do. ..	R. B. Stephen ..				336
Do. ..	P. H. Sadries ..				312
Do. ..	A. Cassim ..				306
Do. ..	H. M. P. Simon ..				300
Disinfecting Peon ..	H. M. Siyatu ..				342
Peon to Veterinary Surgeon ..	Malhamy ..				354
Process Server ..	K. M. Werallagama ..				330
Do. ..	N. B. Wijesinghe ..	312			
Peon (Electricity Department) ..	— ..	—	—	—	300
Peon, Library ..	Bowela ..	—	—	—	300
Bicycle Orderly ..	Hettiaratchy ..	—	—	—	300
S. M. W.'s Messenger Boy ..	Muttu Banda ..	—	—	—	300
Midwife ..	Samaratuna Hamine ..	—	—	360	360
<i>Coolies on Monthly Pay.</i>					
Two coolies (Secretariat), each at Rs. 14 ..	..	240	6	300	258
Six coolies (Market) ..	..				240
Three coolies (Slaughter-house) ..	..				276
Six coolies (Cemetery), each at Rs. 12.50 ..	..				240
<i>Plumbers.</i>					
..	C. A. Christiansz ..	—	—	840	840
..	Romanis Appu ..	—	—	756	756

**Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on November 18, 1922, at 8.30 a.m., in accordance with Notice dated November 14, 1922.**

*Present* —Mr. W. L. Kindersley, Chairman; Mr. J. C. Ratwatte; Mr. L. H. S. Pieris; Dr. J. W. S. Attygalle; Mr. George E. de Silva; Mr. A. Vallipuram; Dr. G. P. Hay; Mr. A. de C. Carson; and Dr. Allan de Saram.

1. The Minutes of Proceedings of the Meeting held on October 21, 1922, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted:—

(a) Statement of receipts and disbursements from close of 1921 to October 31, 1922, on account of the Municipal Fund.

(b) Progress report of works brought up to the same date.

(c) Health Officer's report for October, 1922.

(d) Statements of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of October, 1922.

(e) The reservoir readings for October, 1922.

Resolved that the statement (a) together with the Minutes of Proceedings of this Meeting, as required by section 83 of the Municipal Councils Ordinance, No. 6 of 1910, be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. The following papers were laid on the table:—

Reports by the several Inspectors on laundries, bakeries, dairies, standpipes, and house service taps inspected during October, 1922.

4. Correspondence: (1) Letter No. 34 of October 19, 1922, from the Hon. the Colonial Secretary *re* regulations relating to grain stores.

Resolved that the question as regards extent of clear space round retail boutiques for rice, be left in the hands of the Chairman. A minimum of 8 feet clear radius to be insisted upon for small retail boutiques while retaining 15 feet for large stores.

(2) Letter No. 35 of October 21, 1922, from the Hon. the Colonial Secretary, relative to the surcharge of the sum of Rs. 15,000 against the Kandy Municipal Council in respect of the refund of the contributions made during 1919 towards the cost of Police maintenance.

Resolved that the letter be acknowledged with thanks.

(3) Letter No. 36 of October 24, 1922, from the Hon. the Colonial Secretary, *re* application for acquisition of land adjoining the Eastern Redoubt in Udawattakelle.—Read.

(4) Letter No. 37 of October 26, 1922, from the Hon. the Colonial Secretary, *re* diversion of the Bahirawakanda road.—Read.

(5) Letter No. 38 of October 30, 1922, from the Hon. the Colonial Secretary, *re* war graves.—Read

(6) Letter No. 39 of November 1, 1922, from the Hon. the Colonial Secretary, *re* observance of the Fourth Anniversary of Armistice Day on November 11, 1922.—Read.

(7) Letter No. 40 of November 3, 1922, from the Hon. the Colonial Secretary, authorizing the Municipal Council to raise a loan of Rs. 75,000 for construction of model tenements.—Read.

(8) Letter No. 41 of November 7, 1922, from the Hon. the Colonial Secretary, transmitting for observations Copy of Act passed by the British Parliament on the subject of the prevention of fire on premises where raw celluloid or cinematograph film is stored or used.—Resolved that the matter be referred to the Municipal Electrical Engineer for report.

(9) Letter No. 42 of November 13, 1922, from the Hon. the Colonial Secretary, acknowledging receipt of the Administration Report for the year 1921.—Read.

Letter No. 818 of October 28, 1922, from the Provincial Engineer, Central Province, asking for a total contribution of Rs. 7,407 for tarring certain sections of roads within the Municipal limits.—Resolved that a sum of Rs. 7,407 be voted for tarring the roads mentioned.

5. Pursuant to notice, Mr. Pieris was to have moved the following:—"That since the Chairman neglected to convene a Meeting of the Special Committee appointed on October 15, 1921, to inquire generally into the working of the various departments with a view to re-organization of the same as will ensure retrenchment coupled with greater efficiency, the consideration of the Salary Scheme as recommended by the Finance Committee, be postponed, and Government be asked to appoint an officer of the Civil Service exclusively for the service of the Council as Chief Executive Officer."

Mr. Pieris asked for leave of the Council to substitute the following motion therefor:—"That since the special Committee appointed on October 15, 1921, to inquire generally into the working of the various departments with a view to the re-organization of the same as will ensure retrenchment coupled with greater efficiency has not yet met and made its report, I move that the Salaries Scheme passed at a Special Meeting of the Council on November 16, 1922, be not given effect to until the said Special Committee had made its report."

The leave of Council was not allowed. The Chairman also ruled that in view of the by-law passed by the Council affecting a passed or lost motion, the substituted motion could not be moved before six months have elapsed as it conflicted with the motion passed by the Council on the 16th instant in regard to the Salaries Scheme.

Mr. Pieris gave notice that he would send his written dissent from the opinion of the Chairman.

Mr. Pieris left the Meeting at this stage.

5. (a) Pursuant to notice, Mr. Vallipuram moved—(1) "That this Council do provide the services of night soil coolies to houses provided with the dry-earth system all along the Peradeniya road up to the Municipal limits." Dr. Attygalle seconded.

It was agreed that the Superintendent of Works be asked to report on the question of a trenching ground for this area and also on the extra staff that may be necessary.

5. (b) Pursuant to notice, Mr. Vallipuram moved—"That the conservancy of the town be improved by the adoption of the double bucket system for the removal of night soil."

It was agreed that the Medical Officer of Health be asked to report on the matter.

The Superintendent of Works to furnish estimate of cost.

6. Papers *re* tenders for scavenging Katugastota road and the Katugastota suburb.—Resolved that the tender of P. Mustapha be accepted.

7. Papers *re* proposal to fix the maximum price of beef at 25 cents, with effect from January 1, 1923.—Resolved that no action be taken for the present.

8. Recommendations of Standing Committees:—

*Finance Committee.*

(1) That the sum of Rs. 14.99 be paid to W. D. C. Appuhamy, cart and cooly hire for seizing movables.

(2) That the Deputy Jailor, Mr. J. de Costa, be paid Re. 1 a day for supervision of prisoners employed at the reservoir.

(3) That the present occupant be allowed the use of the Katugastota toll house for one year from January 1, 1923, at the present rate of Rs. 15 per mensem.

(4) That the following tenders be accepted for 1923:—(1) Lewella toll rent, Rs. 3,701; (2) Halloluwa toll rent, Rs. 1,251; (3) Gonawatta toll rent, Rs. 70; (4) Market daily rents, Rs. 10,306.





## Balance Sheet, November 30, 1922.

LIABILITIES.	Amount.		Total.	PROPERTY AND ASSETS.	Amount.		Total.		
	Rs.	c.			Rs.	c.		Rs.	c.
<b>Loans :—</b>				<b>Works executed from loan funds :—</b>					
Government of Ceylon	..	105,402	98	Drainage scheme	..	14,703	59		
Local loans, Commissioners	..	150,000	0	Lands acquired in the catchment area of the reservoir	..	90,699	39		
			255,402	98	Model tenements	..	83,592	21	
<b>Sinking fund contribution :—</b>							188,995	19	
Drainage scheme loan	..	7,030	33	<b>Investments held by the Trustees of the sinking fund</b>	..	—	51,492	80	
Acquisition of lands loan	..	44,462	47	Temporary loan to Electricity Department	..	—	156,569	83	
			51,492	80	Stores on hand	..	—	6,298	92
<b>Back Lane Scheme :—</b>				<b>Advances on account of—</b>					
Contribution held in suspense	—	—	2,412	5	Wages of coolies	..	2,432	30	
<b>Deposits on account of—</b>				Supply of rice	..	183	58		
Stall rent securities	..	4,551	50	Miscellaneous	..	632	6		
Model tenement securities	..	230	0				3,247	94	
Sundry securities	..	4,015	70	Cheque returned by Bank uncashed	—	—	15	36	
Library deposits	..	838	34	<b>Cash :—</b>					
Miscellaneous	..	1,925	72	Petty cash	..	500	0		
			11,561	26	Cash at Bank	..	19,787	93	
<b>Surplus :—</b>							20,287	93	
From 1921	..	73,324	14						
Add excess of revenue over expenditure for the eleven months ended November 30, 1922	..	32,714	74						
			106,038	88					
			426,907	97				426,907	97

E. B. PEIRIS, Accountant.

Kandy, December 14, 1922.

## B.—ELECTRICITY DEPARTMENT.

## Revenue Account for the Seven Months, May to November, 1922.

EXPENDITURE.	Amount.		Total.	INCOME.	Amount.		Total.		
	Rs.	c.			Rs.	c.		Rs.	c.
<b>To generation of electricity :—</b>				<b>By sale of electricity :—</b>					
Fuel	..	10,447	43	Private lighting	..	38,405	56		
Oil, waste, and engine room stores	..	3,958	8	Public lighting	..	17,746	9		
Salaries and wages at works	..	3,688	72	Municipal Departments	..	507	60		
Repairs and maintenance of engines and boilers	..	476	78				56,659	25	
			18,571	1	<b>By works executed for customers and goods sold</b>	..	—	3,641	5
<b>To distribution of electricity :—</b>				By rent of meters	..	—	1,578	50	
Wages	..	933	50	By public lamps—attendance and maintenance	..	—	90	0	
Repairs and maintenance of meters, switches	..	918	19	By Miscellaneous receipts	..	—	3	85	
			1,851	69					
<b>To public lamps :—</b>									
Attendance and maintenance	..	—	1,914	5					
<b>To works executed for customers :—</b>									
Labour	..	1,034	29						
Materials	..	1,469	14						
			2,503	43					
<b>To management and general expenses :—</b>									
Salaries	..	8,269	42						
Rent of Engineer's bungalow	..	595	0						
Printing and stationery	..	656	26						
Insurance	..	546	88						
Sundry charges	..	128	6						
Legal expenses	..	8	85						
Audit fees	..	125	0						
			10,329	47					
<b>Total amount of working expenses</b>	..		35,169	65					
<b>Gross profit carried to nett revenue account</b>			26,803	0					
			61,972	65				61,972	65

Kandy, December 14, 1922.

E. B. PEIRIS, Accountant.



3. In the manufacture of rubber tubes for pneumatic tyres of vehicles and the like, providing the strip of the impregnated woven fabric for reinforcing the inner annular circumference of the endless tube manufactured by the process claimed in claim 1, with a strip of thin raw rubber sheet at each of the parallel edges of that strip and cemented to it with fresh latex diluted with petrol.

4. In the manufacture of rubber tubes for pneumatic tyres of vehicles and the like, reinforcing the part of the tube manufactured by the process described in claim 1 where the air valve stem is attached, with washers of woven fabric, preferably the cotton cloth known as Pepperill Drill or the like, impregnated with fresh latex and sandwiched with thin rubber sheet and cemented to the rubber tube inside it and to the annular reinforcement outside it with fresh latex diluted with petrol.

5. In the manufacture of rubber tubes for pneumatic tyres of vehicles and the like, the endless rubber reinforced tube manufactured by the process described in claim 1 and in accordance with claims 2, 3, and 4.

One sheet of drawings.

W. N. RAE,  
Registrar of Patents.

## ROAD COMMITTEE NOTICES.

### Kadugannawa-Gampola Estate Cart Road.

NOTICE is hereby given that, in terms of proviso of section 5 of "The Estate Roads Ordinance, No. 12 of 1902," a proposal having been made to include Sanda Siri estate of 33 acres in extent among the estates liable for assessment for maintenance of the above road, the Provincial Road Committee will on Saturday, January 13, 1923, at 10.15 A.M., at their office in Kandy, proceed to re-define the limits of the district to include the said estate, and at the same time and place the Committee will take evidence, if necessary and receive and consider objections and suggestions.

Sections of the road for which assessment is to be made for 1922-23—11th to 12th sections (2 miles) for maintenance.

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, December 14, 1922.

### Kadugannawa-Gampola Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1923, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, January 13, 1923, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government contribution	..	Rs. 1,000.00
Private contributions	..	Rs. 4,919.36

#### 1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
J. S. de Silva	.. Bellongalla	.. 390

#### 1st and 2nd sections, 2 miles.

N. D. J. de Silva	.. St. Helens	.. 125
Edwin C. de Silva	.. Nuga Ella	.. 81

#### 1st to 3rd section, 3 miles.

M. Babbarett	.. Mercantile	.. 114
D. C. de Silva	.. Sadikka	.. 89
M. B. Panabokka	.. Medrup	.. 109

#### 1st to 4th section, 4 miles.

E. H. de Silva	.. Paranapitia	.. 22
Winby & Co., Ltd.	.. Winby	.. 1,003

#### 1st to 6th section, 5½ miles.

W. Jordan	.. Alpitikanda	.. 480
R. Foster	.. Gona Adika	.. 1,015
O. B. Wijsekera	.. Gadadessa	.. 510
James P. Fernando	.. Frankland	.. 200

#### 7th to 12th section, 5½ miles.

Proprietors or Agents.	Estates.	Acreage.
R. Foster	.. Gona Adika	.. 1,015
W. Jordan	.. Alpitakanda	.. 480

#### 8th to 12th section, 5 miles.

A. O. S. Marikkar	.. Leangaha	.. 45
K. Ukku Banda	.. —	.. 30

#### 9th to 12th section, 4 miles.

S. U. Odayar	.. Maligatenna	.. 30
--------------	----------------	-------

#### 10th to 12th section, 3 miles.

A. O. S. Marikkar	.. Delwita	.. 30
-------------------	------------	-------

#### 11th to 12th section, 2 miles.

Noor Mohamado	.. Demoderawatta	.. 40
W. T. Samaraweera	.. Rannawella	.. 88
S. J. de Saram	.. Hartfield	.. 143
A. O. S. Marikkar	.. Udahena	.. 35
Heirs of late J. S. Agar	.. Mt. Temple	.. 208

#### 12th section, 1 mile.

J. B. Silva	.. —	.. 57
-------------	------	-------

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, December 14, 1922.

### Mallawapitiya-Rambadagalla Branch Road.

NOTICE is hereby given, in terms of "The Branch Roads Ordinance, No. 14 of 1896," section 18, that a meeting of the Local Committee of the above road will be held at the Kurunegala Resthouse, on Saturday, January 27, 1923, at 11 A.M.

#### Business.

To consider and report to the Provincial Road Committee with regard to—

1. The sections into which the road is to be divided for upkeep and maintenance assessment.
2. The estates which in their opinion, are interested in and will use each section of the road or any part thereof.
3. The acreage of the land belonging to each estate.
4. The names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

#### Estimate.

Estimate No. D 294 for the maintenance of the road during 1922-23.

J. S. PATTERSON,  
December 22, 1922. Chairman, Local Committee.

## LOCAL BOARD NOTICES.

## Notice of Sale.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Kalutara North, which have been seized under section 34 of Ordinance No. 13 of 1898, and section 41 of the Ordinance No. 16 of 1865, for default of the payment of assessment tax due for the 3rd quarter, 1922, will be sold by public auction at the premises on Monday, January 22, 1923, and following days, commencing at 10 A.M.

The Kachcheri, W. E. GRENIER,  
Kalutara, December 23, 1922. for Assistant Government Agent.

*List of Properties seized for Non-payment of Assessment Tax of Kalutara North for the 3rd Quarter, 1922.*

No.	Name of Owner.	Name of Property.
655	M. Juwanis Dias	Kahalagodawayatta
658	M. Lorensu Perera	Kukkawatta
660	D. H. de Fonseka	Mawatabadauswatta
727	M. Juwanis Fernando	Kahatagahawatta
735	W. Manuel Perera	Lindamulawatta
746	Mr. A. F. Gunaratna	Denawakeyawatta
752	W. Pedrick Silva	Gorakagahawatta
794	W. Thambyhamy Perera	Muttawatta
798	William Obesekera	Marakkalayawatta
815	W. Rangishamy	Halgahawatta
815A	H. L. Perera Gunaratna	do.
837	W. P. Fonseka	Mawalayawatta
847	W. Siman Fonseka	do.
848	H. Pedrick Silva	do.
850	W. P. Siman Fonseka	do.
853	W. J. M. Fernando	Gangabodawatta
856	T. A. Fernando	Hawadiyawatta
857	Mr. D. H. D. Fonseka	Delgahawatta
867	B. Manuel Fernando	Kurundukotuwa
870	W. Eniya Perera	Attikagahawatta
877	S. P. Wijesuriya	Bandarawatta
878	W. J. B. Lucas Perera	do.
887	M. Lorensu Perera	Kabolwatta
897½	Johannas Fonseka	Karapinchagahawatta
898	M. Lorensu Perera	Trikonawatta
905½	J. Ana Fernando	Bandarawatta
912	John Nandris Fernando	Attikagahawatta
916	W. S. Fonseka Arusakularatna	Gulewatta
924	K. Bastian Fernando	Ambugewatta
929A	D. N. L. Peiris	Gallindawatta
932	Do.	Migahawatta
939	W. Joranis Fernando	Bogahawatta
950	W. H. Perera	Madangahawatta
954	D. H. de Fonseka	Kosatagahawatta
955	W. Thomis Fonseka	Jorniyawatta
973	Simon Fonseka, Mudaliyar	Tuduwewatta
993½	W. Carlinahamy	Kokiyawatta
999	B. Justina Fernando	Madangahawatta
1013	Alice Dalpathadu	Ambugewatta
1044½	W. Simon Perera	Parangiyawatta
1046	W. Madalena	do.
1047	F. H. Fernando	Udumalewatta
1057	W. Madalena	Kabolwatta
1058	S. Simon Fernando	Mahawatta
1065	J. Simon Fernando	Diulgahawatta
1066	J. Abraham Fernando	Pawattawatta
1071½	M. S. P. Wijesuriya	Jorniyawatta
1073A	F. Joranis Fernando	do.
1073B	K. Selonona	do.
1077	K. Solomon Dalpathadu	Hadigewatta
1086	M. Lorensu Perera	Katukurundugahawatta
1092	W. Justina Fernando	Kajuwatta
1093	K. Peduru Fernando	Pelawatta
1105	S. Davith Silva	Kaluwatta
1106	Do.	do.
1107	Do. Hendrick Silva	do.
1115	K. Solomon Dalpathadu	Kahatagahawatta
1116	M. Lorensu Perera	Kottambagahawatta
1119	D. Pabilina Peiris	Lindamulawatta
1132	K. Carolis Dalpathadu	Bogahawatta
1136	M. Lorensu Perera	Bamunugewatta
1138	W. Charles Fernando	Godakadurugahawatta
1137	J. G. Gunaratna	do.
1137B	B. Hendrick Silva	do.
1156	K. Abraham Dalpathadu	Bogahawatta
1158	L. Simon Fernando	Madangahawatta

No.	Name of Owner.	Name of Property.
1159	A. Agoris Fernando	Katukurundugahawatta
1167	M. Jemis Fernando	Kottambagahawatta
1172½	M. Mendis Abesekera	Bogahawatta
1177	B. Johanis Peiris	Gorakagahawatta
1129	G. Cornelis Silva	Siyambalagahawatta
1206	P. V. de Silva	Katakalahawatta
1222	W. Louis Perera	Kiripellagahawatta
1226	Samel Perera	do.
1246	Dochchi Fernando	Pokunewatta
1265	Mendis Silva	Alabodawatta
1278	D. H. Fonseka	Wellabodawatta
1290	B. M. Joseph Perera	Paliyawatta
1307	P. M. Seneviratna	Kospanawatta
1308	M. J. Podysinno	do.
1312	Manuel Fonseka	do.
1320	W. Kojis Fonseka	Kahalagodawayatta
1326	Wesleyan Mission	Mahawatta
1329½	B. J. Perera Gunaratna	Pinandarapitiya
1330	Do.	do.
1339	B. C. P. Gunaratne	Amarakonwatta
1342	S. Perera Gunaratna	Halawatamayilgalagewatta
1394	B. H. Perera	Kalippawatta
1398	Sangarapulle	Kovilewatta
1405	M. S. Samarasekera	Mawatabadawatta
1426	S. Don Davith Appuhamy	Dikwatta
1428A	S. Mango Fernando	Kandewatta
1428A	Do.	do.
1432½	M. Punchihamy	Diyaheraligahawatta
1440	H. Thomas Fernando	Kuruppuwawatta
1444	K. William Simno	Thuththiriketiya
1464	H. Punchappu	Daingahawatta
1494	Kumarage Dawit Fernando	Mandadiyawela
1495	W. Silvestri Silva	Welepansalapaula

## Notice of Sale.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Panadure Old area, which have been seized under section 34 of Ordinance No. 13 of 1898, and section 41 of Ordinance No. 16 of 1865, for default of the payment of assessment tax due for the 3rd quarter, 1922, will be sold by public auction at the premises, on Wednesday, January 17, 1923, and following days commencing at 10 A.M.

The Kachcheri, W. E. GRENIER,  
Kalutara, December 19, 1922. for Assistant Government Agent.

*List of Properties seized for Non-payment of Assessment Tax of Panadure Old Area, for the 3rd Quarter, 1922.*

No. of Premises.	Name of Land, &c.	Name of Owner.
22	Portion of— Ambagahaowita and house	M. W. Peiris Appuhamy and others
38A	Welipitiyawatta and house	Heirs of J. P. Ranasingha
49	Galpottewatta and Nikagahawatta and house	Heirs of M. D. A. de A. Jayawardena
52A	Kadurugahawatta and houses	D. Aron Perera and others
135	Portion of— Hambantotawatta and house	H. Hendrick Fonseka
151	Madangahawatta and house	H. Madalena Fonseka
190	Maelabodawatta and house	do.
226	Boutique on Etunagahawatta	G. D. Girigoris Appuhamy
235	Portion of— Etunagahawatta, boutiques, and houses	Mr. M. Simon Coorey
248	Timbirigahawatta and houses	M. W. Peiris Appuhamy
276	Galkandawatta	B. D. William and others
341	Dombagahawatta	W. D. Charles Perera
359	Portion of— Dombagahawatta and house	Vincent H. F. Peiris
378	Do.	W. D. Charles and others
478	Do.	M. Rislin Fernando
484	Do.	D. M. S. S. Kaviraja Pandit
523	Do.	Heirs of M. Simon Mendis and others

No. of Premises.	Name of Land, &c.	Name of Owner.
600	Delgahawatta	P. Abraham Rodrigo
608	Two portions of Kottambagahawatta and house	Heirs of Bartholomeusz de Soya Jayatillaka
Portion of—		
609	Kottambagahawatta and house	Heirs of W. Maththes Soysa
620	Jambughawatta	Alice Maud Mary de Soysa Jayatillaka
627	Pahanapalawatta and house	P. Harmanis Dias, Police Vidane
646	Patangigahawatta	W. Arnolis Soysa
698A	Talgahawatta and house	M. William Fernando
706	Tekkagahawatta and house	W. Joslyn Fernando and others
732	Madangahawatta and house	Heirs of K. Hendrick Perera
733	Madangahawatta	K. Juwanis Perera
837	Dachhawatta, house, and Nidanmulawatta	G. D. Girigoris Appuhamy
858	Delgahawatta and house	B. Thedonis Peiris and others
847	Muttettuwawatta and house	M. Albert Peiris Appuhamy

#### Notice of Sale.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties situated at Panadure new area, which have been seized under section 34 of Ordinance No. 13 of 1898, and section 41 of Ordinance No. 16 of 1865, for default of the payment of assessment tax due for the 3rd quarter, 1922, will be sold by public auction at the premises on Friday, January 19, 1923, and following days commencing at 10 A.M.

The Kachcheri, W. E. GRENIER,  
Kalutara, December 19, 1922. for Assistant Government Agent.

#### List of Properties seized for Non-Payment of Assessment Tax of Panadure New Area for the Third Quarter, 1922.

No. of Premises.	Name of Land, &c.	Name of Owner.
Portion of—		
885	Muttettuwawatta	M. Albert Peiris Appuhamy
892	Bogahawatta and house	S. Harmanis Fernando
894	Delgahawatta and boutique	U. Yahnis Fernando
Portion of—		
920	Delghawatta and house	K. Salmon Peiris
942	Nidanmulawatta and house	G. Mary Perera
950	Pelawatta and two houses	D. C. R. Jayatunga
956	Kongahawatta and house	W. Daniel Fernando
1009	Miriswatta and house	G. D. Sidoris Appuhamy
Portion of—		
1014	Badullagahawatta and house	D. Siman Peiris
1015	Do.	M. Mendis Peiris
1026	Uswatta and house	P. Misinona
1032	Kiripellagahawatta and house	W. Sedirishamy
1041	Arambewatta and house	Mr. D. A. Wickremasingha

No. of Premises.	Name of Land, &c.	Name of Owner.
1045	Delgahawatta	T. Daniel Ruberu and others
1048	Delgahawatta and two houses	K. D. William
1058	Gorakagahawatta	N. B. Peiris
1074	Kongahawatta	K. D. William
1093	Kurunduwatta and house	I. D. Juwanishamy
1110A	Nikagahawatta	N. D. Peiris
1135	Millagahawatta and house	P. Charles Fernando
1137	Millagahawatta	B. Carlina Fernando and others
1141	Do.	H. Carolis Fernando
1148	Galpottewatta, Ketakelagahawatta, and house	G. Harmanis Perera
Portion of—		
1178	Kahatagahawatta and house	S. D. James Appuhamy
1216	Kongahawatta, Ketakelagahawatta, and house	P. Mendris Alwis
Portion of—		
1224	Kongahawatta	W. Leisa Fernando
1229	Karaneruwwawatta and house	Carlina de Alwis Gunatillaka
1231	Karaneruwwawatta	Mr. P. Wickremasinghe and others
1232	Payurugahawatta, Palukeeragahawatta, and house	Harmanis Perera and others
Portion of—		
1245A	Kiripellagahawatta	M. D. Francinahamy
1250	Madangahawatta and house	W. D. John Perera and others
1279	Dombagahawatta and house	M. Manimel Fernando and others
1316	Bulugahawatta and house	L. Victoria Fernando
1370	Bulugahawatta	N. David Fernando
1410	Kammalawatta and house	B. Selestinu Fernando and others
1412	Do.	P. Anjala Rodrigo
1413	Kammalawatta	K. Hendrick Perera
1459	Telgahawatta and house	W. Harmanis Fernando
1467	Senkondapitiye Delgahawatta and house	P. Leonora Dias
1473	Bandarawattekattiya	W. W. Abraham Mendis
Portion of—		
1554	Ambagahawatta	W. Covis Peiris
1659	Galawetimodarawatta and house	Heirs of S. Peter Fernando
1666	Galawetimoderawatta	Heirs of M. Odris Perera
1697	Do.	B. Romanis Fernando
1755	Do.	M. Davith Salgado
1816	Galawetimodarawatta	do.

#### Biennial Election, Local Board, Trincomalee.

NOTICE is hereby given that the under-mentioned gentlemen have been duly elected unofficial members of the Local Board, Trincomalee, for the years 1923 and 1924:—

Mr. T. Balasubramaniam | Mr. S. V. Selvadurai  
Mr. M. M. Subramaniam

The Kachcheri, L. W. C. SCHRADER,  
Batticaloa, December 23, 1922. Government Agent.