



# Ceylon Government Gazette

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## Part I.—General.

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

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NEW LAW REPORTS.—Part XII. of Vol. XXIII. was issued on the 15th instant.

### SUPPLEMENT:

The INDEX to the Gazette for the First Half-Year of 1922.

## PROCLAMATION.

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

### PROCLAMATION.

By His Excellency CECIL CLEMENTI, Esquire, Companion of the Most Distinguished Order of Saint Michael and Saint George, Officer Administering the Government of the Island of Ceylon, with the Dependencies thereof.

C. CLEMENTI.

KNOW Ye that We, the Officer Administering the Government of Ceylon, by virtue of the powers in Us vested by section 55 of "The Courts Ordinance, No. 1 of 1889," have been pleased to appoint that the Itinerating Police Court, Henaratgoda, shall be holden at the Resthouse, Henaratgoda from November 10, 1922, until such time as the ordinary court-house is available for use.

Given at Colombo, in the said Island of Ceylon, this Seventeenth day of November, in the year of our Lord One thousand Nine hundred and Twenty-two.

By His Excellency's command,

GOD SAVE THE KING.

B. HORSBURGH,  
Acting Colonial Secretary.

## APPOINTMENTS, &c.

No. 388 of 1922.

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

Mr. E. B. ALEXANDER to act in the office of Controller of Revenue of this Colony, with effect from November 9, 1922, until further orders.

Mr. E. H. LUCETTE to be attached to the Secretariat, with effect from November 14, 1922, until further orders.

Mr. F. LEACH to be Office Assistant to the Assistant Government Agent, Hambantota, and Additional Police Magistrate, and Additional Commissioner of Requests, Hambantota, with effect from November 15, 1922, until further orders.

Mr. W. G. VALLIPURAM to act in the office of Office Assistant to the Assistant Government Agent, Trincomalee; Commissioner of Requests and Police Magistrate, Trincomalee; and Assistant Superintendent of the

Prison at Trincomalee, with effect from November 11, 1922, until further orders.

Mr. J. R. G. BANTOCK to be, in addition to his own duties, Assistant Superintendent of Prison, Galle, *vice* Mr. D. J. G. HENNESSY.

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

By His Excellency's command,

B. HORSBURGH.

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, November 14, 1922.

No. 389 of 1922.

IT is hereby notified that Mr. G. W. J. PRAAT having returned from leave, has resumed duties as Assistant Postmaster-General, with effect from November 6, 1922.

By His Excellency's command,

B. HORSBURGH.

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, November 17, 1922.

No. 390 of 1922.

IT is hereby notified for general information that the Notification dated November 9, 1922, appearing in the *Government Gazette* No. 7,296 of November 10, 1922, relating to the appointment of Mr. G. FURSE ROBERTS, as Rubber Controller, is cancelled.

The Notification dated October 23, 1922, appearing in the *Gazette Extraordinary* of the same date remains in force.

By His Excellency's command,

B. HORSBURGH.

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, November 17, 1922.

No. 391 of 1922.

IT is hereby notified that HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Dr. A. LLOYD PEREIRA, District Medical Officer, Dikoya, as an Official Member of the Local Board of Hatton-Dikoya, *vice* Dr. C. E. VAN ROOYEN, transferred.

By His Excellency's command,

B. HORSBURGH.

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, November 13, 1922.

No. 392 of 1922.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to confirm BULATWATTE DISSANAYAKE MUDIYANSELE PUNCHI BANDA in his appointment as Inquirer for Panwila District, with effect from December 17, 1920.

By His Excellency's command,

B. HORSBURGH.

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, November 14, 1922.

## APPOINTMENTS, &c., OF REGISTRARS.

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

ARTHUR LLOYD PEREIRA, Medical Registrar of Births and Deaths of Hatton-Dikoya towns, in the Kandy District of the Central Province, with effect from November 10, 1922, *vice* Dr. C. E. VAN ROOYEN, transferred. His office will be at Government Hospital, Glencairn.

EDWIN SILVA JAYAWARDENA as Registrar of Marriages (Kandyan and General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, with effect from December 1, 1922, *vice* Registrar, B. S. P. MENDIS, transferred. His office will be at the Land Registry, Ratnapura.

By His Excellency's command,

Colonial Secretary's Office, B. HORSBURGH,  
Colombo, November 13, 1922. Acting Colonial Secretary.

THE following appointment made under section 2 of Ordinance No. 22 of 1921 is hereby notified:—

Mr. C. SARAVANAMUTTU to act as Additional Registrar of Lands, Colombo, for twenty-nine days from November 3, 1922, during the absence of the Additional Registrar, Mr. G. A. JAYAWARDHANA, on leave.

Registrar-General's Office,  
Colombo, November 11, 1922.

M. S. SRESHTA,  
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, has appointed DON THOMAS RUPASINGHA to act as Registrar of Births and Deaths of Degamboda division, and of Marriages (General) of Gangaboda pattu of Siyane korale east division, in the Colombo District of the Western Province, for November 11, 1922, during the absence of the Registrar, JOSEPH PERIS WICKRAMARATNA, on leave. His office will be at Millagahawatta in Kospitiyana.

The Assistant Provincial Registrar, Kandy, has appointed BASNAYAKA MUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths and of Marriages (General) of Uda Hewaheta, No. 4 division, in the Kandy District of the Central Province, for sixteen days from November 10, 1922, during the absence of the Registrar, B. M. UKKU BANDA, on leave. His office will be at Adikarigedarawatta in Idamelanda.

The Assistant Provincial Registrar, Galle, has appointed DHARMACHANDRA WICKRAMASINGHA to act as Registrar of Births and Deaths of Katukurunda division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for November 8, 1922, during the absence of the Registrar, JACORIS WICKRAMASINGHA, on leave. His office will be at Mudillagahawatta in Malalagama.

The Assistant Provincial Registrar, Galle, has appointed ANDRAYAS EDWARD WICKRAMASURI SENEVIRATNA to act as Registrar of Births and Deaths of Baddegama division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for November 10, 1922, during the absence of the Registrar, WILLIAM WICKRAMASURI SENEVIRATNA, on leave. His office will be at Mudiyansegewatta in Baddegama.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON NICHOLAS WIJESINHA to act as Registrar of Births and Deaths of Kahawatta upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for November 9, 1922, during the absence of the Registrar, J. A. SENGAPPULI, on leave. His office will be at the permanent Registrar's Office.

The Assistant Provincial Registrar, Mannar, has appointed ANTONY SEEMAMPILLAI to act as Registrar of Marriages (General) of Nanaddan division, in the Mannar District of the Northern Province, for thirty days from November 1, 1922, *vice* Registrar, P. LAURENCEPILLAI, deceased. His office will be at the Udaiyar Walawe, Murunkan.

The Assistant Provincial Registrar, Mullaittivu, has appointed K. V. SUBRAMANIAM to act as Registrar of Marriages (General) of Maritime pattu division, in the Mullaittivu District of the Northern Province, for seven days from November 4, 1922, during the absence of the Registrar, C. ARUMUGAM, on leave. His office will be at the Assistant Provincial Registrar's Office, Mullaittivu.

The Assistant Provincial Registrar, Mullaittivu, has appointed V. MUTHUCOMARU to act as Registrar of Births and Deaths of Melpattu north division, and of Marriages (General) of Melpattu north and Mulliyawalai divisions, in the Mullaittivu District of the Northern Province, for seven days from November 15, 1922, during the absence of the Registrar, S. U. RASASEKRAR, on leave. His office will be at Oddusuddan.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed MUTTUBANDA SENEVIRATNE to act as Registrar of Births and Deaths of Panawa pattu west division, and of Marriages (General) of Panawa pattu division, in the Batticaloa District of the Eastern Province, for twenty-one days from October 31, 1922, *vice* J. SANTAKAHAMY, deceased. His office will be at Lahugala; stations: Kenanai and Panawa.

The Additional Assistant Provincial Registrar, Puttalam and Chilaw Districts, has appointed CHARLES SENANAYAKE to act as Registrar of Births and Deaths of Yatakalan

pattu south division, in the Chilaw District of the North-Western Province, for two days from November 10, 1922, during the absence of the Registrar, B. S. MARIASINHA, on leave. His office will be at the permanent Registrar's residence.

The Provincial Registrar, Ratnapura, has appointed CHARLES PETER DELGODA to act as Registrar of Births and Deaths of Meda pattu division, and of Marriages (General) of Kukul korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from November 18, 1922, during the absence of the Registrar, FRANCIS DELGODA, on leave. His office will be at the permanent Registrar's Office.

Registrar-General's Office,  
Colombo, November 13, 1922.

M. S. SRESHTA,  
Registrar-General.

IT is hereby notified that I have appointed Dr. SAMUEL GARDNER JACKSON (provisionally), as Registrar of Births and Deaths of Moratuwa town division, in the Colombo District of the Western Province, with effect from November 16, 1922, *vice* J. B. PRINS, deceased. His office will be at No. 31, Peiris Villa, Moratuwa.

Registrar-General's Office,  
Colombo, November 15, 1922.

M. S. SRESHTA,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

IT is hereby notified that a license to import sporting cartridges, &c., into Ceylon during the current year has been issued to Messrs. Walker & Greig, Ltd., of Colombo.

Colonial Secretary's Office,  
Colombo, November 9, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

IT is hereby notified that a license to import five thousand (5,000) 20-bore sporting cartridges into Ceylon during the current year has been issued to Messrs. Lewis Brown & Co. of Colombo.

Colonial Secretary's Office,  
Colombo, November 9, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

IT is hereby notified that a license to remove nine cases of cartridges landed *ex ss.* "Domala" for Mr. A. M. Clarke of Passara has been issued to Messrs. Mackinnon, Mackenzie & Co. of Colombo.

Colonial Secretary's Office,  
Colombo, November 8, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

IT is hereby notified that a license to import five hundred (500) shot cartridges 20-bore and three hundred (300) Winchester 22-bore cartridges into Ceylon during the current year has been issued to Mr. J. W. Robertson of Rakwana.

Colonial Secretary's Office,  
Colombo, November 8, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

### "THE STAMP ORDINANCE, 1909."

IT is hereby notified that His Excellency the Officer Administering the Government, with the advice of the Executive Council, has, by virtue of the powers by section 5, sub-section (1) (c), of "The Stamp Ordinance, No. 22 of 1909," on him conferred, authorized the following Joint Stock Company, incorporated under the Joint Stock Companies' Ordinances, to compound for the payment of stamp duty on share certificates, specified in schedule B of "The Stamp Ordinance, 1909," as set forth in section 2 of "The Stamp (Amendment) Ordinance, No. 10 of 1919," on the conditions set out in section 5 aforesaid, sub-sections (1.) (c), (ii.), (iii.), and (iv.).

Colonial Secretary's Office,  
Colombo, November 10, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

COMPANY REFERRED TO.  
The Marigold Tea Estates, Limited.

## "THE VEHICLES ORDINANCE, No. 4 OF 1916."

It is hereby notified for general information, under by-law No. 19 (1), that the roads mentioned in the schedule hereunto annexed are suitable for use by "lorries" (as defined in by-law 1. (2) of the by-laws published in the *Government Gazette* of March 3, 1922, subject to their compliance with the regulations governing the use of motor cars, motor lorries, and motor cycles, and with the modified conditions specified in the schedule referred to.

2. All schedules to previous Notifications are hereby cancelled.

Colonial Secretary's Office,  
Colombo, October 14, 1922.

By His Excellency's command,  
B. HORSBUGH,  
Acting Colonial Secretary.

## SCHEDULE.

1. Roads on which there is no objection to motor lorries being run under the regulations:—

*Western Province.*

Colombo-Kandy road.  
Horana-Alutgama road (with the exception of the Anguruwatota ferry and Welipenne bridge on 22nd mile).  
Colombo-Kalutara-Bentota road.  
Colombo-Avissawella road (*vid* Urugodawatta).

*Central Province.*

Talawakele-Lindula to Agrapatana road.  
Gampola-Pussellawa road (with the exception of Gampola bridge).  
Pupuressa road.  
Tispane road.  
Kandy-Deltota road.  
Kandy-Rangalla road *vid* Dumbara Valley, Rajawella, and Teldeniya.  
Nawalapitiya-Kotmale road.  
Dotale road.  
Wattagama *vid* Teldeniya to Nugatenna Gap.  
Wattagama Railway Station *vid* Madulkele up to Huluganga bridge.  
Talawakele to Watagoda up to the turn off to Watagoda Factory.  
Gampola-Nawalapitiya road.  
Nawalapitiya-Hatton road up to the 5th mile.  
Hatton-Talawakele road.  
Hatton-Norwood bridge road.  
Bathford Valley road.  
Annfield road.

*Southern Province.*

Matara-Deniyaya road.  
Deniyaya-Haya road.  
Colombo-Matara road (within the Municipal limits of Galle).  
Galle-Udugama road.  
Galle-Akuressa road.

*Province of Uva.*

Bandarawela-Badulla road.  
Badulla-Bibile road.  
Spring Valley road.  
Bandarawela-Haputale road.  
Kumbalwella-Passara road.  
Bandarawela-Leangahawela-Poonagala road.  
Dikwella-Madulla road.  
Haldummulla-Haputale road.  
Passara-Madulsima road.  
Bandarawela-Welimada road.  
Haldummulla-Koslanda-Wellawaya-Moneragala road.  
Koslanda-Poonagala road.

*Province of Sabaragamuwa.*

Colombo-Kandy road.  
Ratnapura-Kuruwita road (*vid* Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).  
Pelmadulla-Rakwana road.

Ratnapura-Balangoda road (*vid* Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).  
Polgahawela-Kegalla road.  
Karawanella-Glenalla road.

2. Roads on which there is no objection to motor lorries being run under modified conditions as to total weights stated:—

*Western Province.*

	Weight allowed.
	Tons.
Nambapana road ..	3
Katukurunda-Nagoda-Matugama-Agalawatta road ..	4½
Nagoda-Neboda road ..	3
Tebuwana-Anguruwatota road ..	3
Labugama road ..	4½
Horawala-Moragala road ..	4½
Veyangoda-Ruanwella road ..	4½
Road from Mirigama Railway Station up to but not across Giriulla bridge	4
Colombo <i>vid</i> Negombo and Marawila to Madampe (except Mabolle bridge at 6½ mile)	3½
Padukka-Bope-Nambapana road ..	3

*Central Province.*

Kandy-Matale road ..	3
Matale-Dambulla road ..	3
Nawalapitiya-Dolosbage road ..	3
Craighead-Somerseset road ..	3
Tawalantenna-Pundaluoya road ..	3
Pundaluoya-Watagoda road ..	3½
Deltota-Hewaheta-Rikiligaagoda road	4½
Glenugie-Upcot road ..	3
Maskeliya road—	
Norwood bridge to Maskeliya ..	3
Maskeliya to Moray ..	2½
Maskeliya to Cruden ..	3
Dikoya: Norwood bridge to Campion ..	4½
Dimbulla-Dikoya road ..	3
Gorge Valley road up to the bridge on Henford estate ..	4½
Wallaha road ..	3
Iriyagama-Aladeniya road, 2nd to 6th mile ..	3
Kandy-Padiyapelalla-Mulhalkele road (with the exception of Mulhalkele bridge) ..	4½
Rattota road ..	3
Nanu-oya Station to Nuwara Eliya ..	4½
Nuwara Eliya to Ramboda ..	4½
Nuwara Eliya to Welimada ..	4½
Nuwara Eliya-Uda-Pussellawa road ..	4½
Lindula-Nanuoya road ..	4½
Glenlyon-Preston road (at a speed of not more than 3 miles per hour over Torrington bridge) ..	4½
Pussellawa-Ramboda road up to the 33rd mile ..	4½
Wattagama-Katugastota road ..	4½
Katugastota-Galagedara road ..	4½
Nawalapitiya-Hatton road from the 5th mile to Hatton ..	3
Wanarajah branch road up to Castlereagh bridge, but not over the same ..	4½
Brookside-High Forest road—	
Up to the bridge ..	4½
Over and beyond the bridge ..	3

	Weight allowed.
	Tons.
Madulkele-Kabaragala road ..	4½
From Huluganga bridge to Bambaraela ..	3
Golahenwatta-Yatawatta road ..	3
Palapatwala-Galawela road ..	3
Norwood-Upcot road ..	3
Ulapane-Riverside branch road ..	5
Dambulla-Habarane road ..	3
Kalalpitiya-Ukuwela road ..	3

*Southern Province.*

Wellawaya-Hambantota road ..	3
Hikkaduwa-Halpatota road ..	2
Dodanduwa-Halpatota road ..	2
Matara-Hambantota road ..	4
Ambalangoda-Elpitiya road ..	4½

*Eastern Province.*

Bibile-Batticaloa road ..	3
Batticaloa-Kalkudah road ..	3
Batticaloa-Kalmunai road ..	3

*North-Western Province.*

Mallowapitiya-Rambadagala road ..	4½
Galagedara-Kurunegala road ..	4½
Kurunegala-Dambulla road up to 17th milepost ..	2½
Colombo <i>vid</i> Negombo and Marawila to Madampe (except Mabolle bridge at 6½ mile) ..	3½
Negombo <i>vid</i> Dankotuwa and Giriulla to Narammala ..	3½
Narammala <i>vid</i> Kuliypitiya to Madampe ..	3½
Dampelessa-Maharagama road ..	3½
Maharagama-Alawwa road ..	3½
Alawwa-Dampelessa road ..	3½
Kurunegala-Polghahawela road ..	4

*North-Central Province.*

Dambulla-Habarane road ..	3
Habarane-Topuwewa road up to the 13th mile ..	3

*Province of Uva.*

Wellawaya-Hambantota road ..	3
Bibile-Batticaloa road ..	3
Welimada to Nuwara Eliya ..	4½
Bibile-Alutnuwara road up to the 5th milestone ..	2
Dickwella-Welimada road ..	2

*Province of Sabaragamuwa.*

Avissawella-Ratnapura road ..	3
Yatiyantota-Kitulgala road ..	4½
Yatiyantota-Polatagama road ..	3
Yatiyantota-Ardrossa road ..	3
Kegalla-Bulatkohupitiya road ..	3
Rambukkana-Aranayaka road ..	3
Avissawella-Ginigathena road, except bridge on 42nd mile ..	4½
Veyangoda-Ruanwella road ..	4½
Kendangamuwa-Woodend road ..	4½
Balangoda-Chetnole road ..	4½
Malwala ferry road ..	4½
Road to Hemingford estate ..	4½
Karandupone-Rambukkana road ..	3½
Dela-Karawita road ..	4
Watopota road ..	3
Road from Rakwana to Springwood estate bungalow ..	4½

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

AMENDMENTS made by His Excellency the Governor in Executive Council, under section 22 of "The Vehicles Ordinance, No. 4 of 1916," varying the special by-laws previously made and published under the said section of the said Ordinance, by Notification dated January 20, 1922, and appearing in *Government Gazette* No. 7,246 of March 3, 1922.

Colonial Secretary's Office,  
Colombo, September 5, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

## AMENDMENTS REFERRED TO.

By-law 19 (2): Alter "6 feet 6 inches" in the first and second lines to "7 feet 2 inches."

By-law 19 (8): Delete.

By-law 35: To be numbered 35 (1), and the following to be added:—

35. (2) In the event of a motor lorry being used on any road, that has not been declared suitable for use by lorries, or on any road which has been declared suitable under modified conditions when the total weight of the lorry and load is greater than such modified conditions specify, the driver shall be guilty of an offence under these by-laws.

## "THE CEYLON DEFENCE FORCE ORDINANCE, 1910."

THE following amendments to the rules and regulations relating to the Ceylon Defence Force dated November 24, 1911, and published in the *Government Gazette* of December 1, 1911, as amended by notifications dated January 4, 1918; May 12, 1922; and June 13, 1922, appearing respectively in *Government Gazettes* of January 11, 1918; May 19, 1922; and June 16, 1922, made by the General Officer Commanding the Troops, Ceylon, under the provisions of sections 9 and 12 of "The Ceylon Defence Force Ordinance, 1910," and approved by His Excellency the Officer Administering the Government, are published for general information.

Colonial Secretary's Office,  
Colombo, November 14, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

## AMENDMENTS REFERRED TO.

Appendix C relating to examinations, so far as it affects the Ceylon Medical Corps, shall be repealed, and the following shall be added after paragraph IV. thereof:—

## V.—For the Rank of Lieutenant, Medical Corps.

- (a) Company and Stretcher Drill.
- (b) Duties of Medical Officers in peace and war (written).
- (c) Knowledge of Field Medical Equipment, viz., Medical Companion and Surgical Haversack, Field Medical Panniers, Field Surgical Panniers, First Field Dressings (oral).
- (d) Elementary Military Hygiene.

## VI.—For the Rank of Captain, Medical Corps.

- (a) Defence Force Ordinance and Regulations (written).
- (b) Administration and supply of military hospital (oral).
- (c) Duties of an Officer in charge Detachment and Company Commander, Medical Corps in war and peace (written).
- (d) Geneva Convention (written).
- (e) Practical tests in map reading (oral).

## VII.—For the Rank of Major, Medical Corps.

- (a) Army Medical Organization and Administration in peace and war (written).
- (b) Sanitation and Epidemiology (written).
- (c) Laws and customs of war (written).
- (d) Administration of discipline and military law (oral).
- (e) Tactical exercises (oral).
- (f) Hospital establishments in the Field (oral).

THE under-mentioned gentlemen of the Civil Service have passed the examination in riding for which they presented themselves on October 19, 1922:—

Mr. G. L. Davidson.

Mr. A. G. Ranasinghe

Mr. J. Light.

Colonial Secretary's Office,  
Colombo, November 7, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

THE following correspondence received from the Secretary of State for the Colonies, regarding the liquidation of the Transportes Maritimes de Estado, is published for general information.

Colonial Secretary's Office,  
Colombo, November 6, 1922.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

G. H. VILLIERS to the UNDER SECRETARY OF STATE, COLONIAL OFFICE.

W. 7,772/258/36.

Foreign Office, S. W. 1., September 25, 1922.

SIR,—WITH reference to your letter 41,025/1922 of August 24 last, and previous correspondence regarding the settlement of the debts owed by the Transportes Maritimes de Estado in Portugal, I am directed by the Marquess Curzon of Kedleston to transmit herewith, to be laid before the Secretary of State for the Colonies, a copy of a despatch from His Majesty's Chargé d'Affaires in Lisbon enclosing a summary of a law which has recently been passed by the Portuguese Parliament providing for the liquidation of the Transportes Maritimes.

2. I am to request that Mr. Secretary Churchill will take such steps as may be possible to give effect to Mr. Grant Watson's suggestion that the widest publicity should be given to the liquidation of this concern.

3. A similar letter has been addressed to the India Office and the Board of Trade.

I am, &c.,  
(Sgd.) G. H. VILLIERS.

M. A. GRANT WATSON to the Most Hon. the MARQUESS CURZON of Kedleston, K.C., &c.

No. 309. (W. 7,772/258/36).

Lisbon, September 11, 1922.

MY LORD,—WITH reference to Sir Lancelot Garnegie's despatch No. 102 of March 23 last, I have the honour to transmit herewith copies and a summary of the law which has been passed by both Chambers providing for the liquidation of the Transportes Maritimes de Estado, and which was published in the *Official Gazette* of the 9th instant.

A Commission is to be appointed to liquidate this enterprise, and, according to Article 17, a sum of sixty thousand centos (60,000,000\$) is voted to pay off the debts. Article 2, paragraph *d*, which also deals with the debts, is worded as follows:—

"Article 2, *d*.—The Commission are to ascertain all the debts of the Transportes Maritimes de Estado, and in agreement with the Ministry of Finance proceed with their payment in cases where the claimants, by documents duly presented, prove that the credits are due to them; the claimants being invited to do so by an announcement in the *Official Gazette*."

The debts are to be liquidated within a period of six months (Article 3).

In view of the number of British creditors who are scattered in different parts of the world, I would suggest that large publicity be given to the liquidation of this concern, especially, in places like the ports of Ceylon, India, Singapore, and other distant ports which the ships of the Transportes Maritimes de Estado visited and where many British creditors have doubtless long given up hope that their debts would be paid.

I have, &c.,  
(Sgd.) M. A. GRANT WATSON.

(W. 7,772/258/36).

*Summary of Law No. 1,346.*

The general terms of the law are as follows:—

Formation of a Liquidation Commission, divided into two sub-commissions:—

- (a) For settling the credits and debts of the Transportes Maritimes de Estado.
- (b) For transporting the fleet to private hands.

The first of these Commissions (*a*) is to terminate its labours within six months and the second (*b*) within three months. These periods can only be prolonged by Parliament or, if Parliament is not in session, by the Government.

The vessels are to be valued and are to cease being utilized from the date of the promulgation of this law with certain exceptions (*i.e.*, ships at sea, or on itinerary, or which may be required by the Government for important business. All these are to return to Lisbon as soon as possible).

The fleet is to be divided into groups and sold by public auction to one or more limited liability companies constituted under Portuguese law, under certain conditions.

The shares are to be held only by Portuguese citizens.

Branches and agencies to be held by Portuguese firms chiefly. Foreign firms only with the permission of the Government.

The State to enjoy preferential treatment.

Ships not to be sold or ceded without the permission of the Government.

The ships are to be used for service on the following routes:—

- (a) 1.—Portuguese African Colonies.
2. Mozambique, India, Timor, and Macau.
3. Eventually India and Portugal direct with potential extensions to North Europe, and the Far East.
- (b) Brazilian ports.
- (c) North America *via* the Azores. (This route only eventually).

The crews to be Portuguese and the ships to be based on Lisbon.

Payment to be effected by the purchasing company in cash, in fully paid up shares, or in both within sixty days, with a 30 per cent. deposit.

The Government undertakes (Article 11) to grant to the concessionary company the exclusive transport of State passengers and cargo to the ports of their respective routes, not to increase the present taxes on shipping in so far as the company is concerned, &c.

If any of the ships remain unsold after the auction the Commission to proceed with their sale *en bloc* or severally on the following conditions:—

Buyers to be Portuguese citizens or companies.

Buyers not to sell, mortgage or code ships without consent of Government.

Ships not to compete with ships ceded to companies above-mentioned.

The members of the Commission are to receive a monthly wage of two hundred escudos. The Commission are also to dismiss the land personnel of the Transportes Maritimes de Estado under certain conditions laid down in two special articles.

A credit of 60,000 centos is to be opened to meet debts outstanding and the current expenses of liquidation.

HIS Excellency the Officer Administering the Government has been pleased to order that Mr. W. E. Wait be seconded for special duty in connection with Immigrant Labour in Ceylon with effect from November 10, 1922, until further orders.

Colonial Secretary's Office,  
Colombo, November 15, 1922.

By His Excellency's command,  
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.
Mr. W. E. Wait	Officer in Class I. of the Civil Service	Special duty in connection with immigrant labour in Ceylon

Colonial Secretary's Office,  
Colombo, November 15, 1922.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

IT is hereby notified that the under-mentioned gentlemen have passed the examination prescribed under the regulations dated December 17, 1920, held on October 16, 1922, and following days:—

Names.	First Examination.		Sinhalese. Per Cent.	Tamil. Per Cent.
	Law. Per Cent.	Accounts. Per Cent.		
E. H. R. Tennison	41	73	40	—
J. N. Arumugam	48	65	59	—
Second Examination.				
J. R. Toussaint	50	—	55	58
H. J. L. Leigh-Clare	50	75	58	43

Colonial Secretary's Office,  
Colombo, November 13, 1922.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

IT is hereby notified that the under-mentioned candidates have passed the Departmental Examinations noted against their names, held in October, 1922:—

*Police Department.*  
Mr. W. A. Muller—Tamil (1st examination).  
Mr. D. J. G. Hennessy—Sinhalese (2nd Examination).  
Mr. J. Deheragoda—Sinhalese (G. O. 475) and Elementary Law.

*Railway Department.*  
Mr. W. E. Wood—Sinhalese.  
Mr. John Horrill—Tamil.

*Agricultural Department.*  
Messrs. A. B. Attygalla and F. Burnett—Sinhalese.

*Colombo Port Commission.*  
Mr. R. S. Shaw—Tamil.

Colonial Secretary's Office,  
Colombo, November 7, 1922.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

IT is hereby notified that an examination under the regulations of December 17, 1920, for gentlemen in the Civil Service will be held in the Council Chamber on Tuesday, January 16, 1923, at 10 A.M., and following days, namely:—

Tuesday, January 16	.. Sinhalese	Friday, January 19	.. Law, Accounts, and Riding
Wednesday, January 17	.. Sinhalese and Law	Saturday, January 20	.. Tamil
Thursday, January 18	.. Law	Monday, January 22	.. Tamil

If necessary, the examination in Tamil will be extended to Tuesday, January 23, 1923.

The examination for officers in the Police Department and the Forest Department, and the *vidua voce* examination in the native languages for officers in the Public Works Department, the Irrigation Department, the Railway Department, and the Harbour Engineer's Department, will be held at the same time and place.

Candidates are required to send in their names so as to reach this office not later than December 15, 1922.

Gentlemen in the Civil Service should state in their applications whether they are presenting themselves for the first or second examination, and whether they intend taking up Sinhalese or Tamil.

The hours of examination will be from 10 A.M. to 1 P.M. and from 1.30 P.M. to 4.30 P.M., exclusive of the *vidua voce* examinations, which will be specially arranged for.

Colonial Secretary's Office,  
Colombo, November 13, 1922.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

## " THE BUTCHERS' ORDINANCE, 1893."

THE following rules made by the Government Agent of the Province of Uva, under the provisions of section 23 of " The Butchers' Ordinance, 1893," in respect of the public slaughter-houses situated within the Small Towns of Lunugala, Passara, Welimada, Haputale, and Koslanda in the said Province, have, for the purposes mentioned in the said Ordinance, been confirmed by the Officer Administering the Government in Executive Council.

Colonial Secretary's Office,  
Colombo, November 14, 1922.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

## RULES REFERRED TO.

1. No animals intended for slaughtering shall be kept or left at the place of exposure for more than 48 hours, and no animal shall be placed in or removed from such place of exposure, except in the presence of an officer duly authorized by the Chairman of the Sanitary Board.
2. No animals shall be slaughtered at the said slaughter-houses, except between the hours of 7 and 9 A. M., and 1 and 3 P. M., or at such hours as may be determined by the Chairman of the Sanitary Board, notice of which shall be posted at the slaughter-houses, nor until after they have been inspected and approved by the Medical Officer of the station as fit to be slaughtered for human consumption.
3. An officer duly appointed by the Chairman shall keep a register of all animals brought to the slaughter-house in the following form, and obtain daily the initials of the Medical Officer thereto. :—

Name of Butcher.	Number and Description of Animals with Numbers of Voucher, if any.	Date of passing for slaughter by Medical Officer.	Date of Slaughter.	Amount of fees due.	Initials of Officer.	Date of credit to Sanitary Board Funds.	Initials of Sanitary Board Clerk to receipts.

4. The said Medical Officer may prohibit the slaughter of any animal notwithstanding that it has been approved as aforesaid if it should before slaughter be found to be diseased.

5. No cattle shall be exposed or slaughtered for which a cattle voucher containing a correct description of the animal is not produced.

6. In the case of sheep or goats a written permit to slaughter, signed by the Medical Officer shall be produced with each animal brought for slaughter.

7. The following fees shall be recoverable by the Board for the use of the slaughter-house :—

	Rs.	c.
For permit to slaughter cattle per head ..	0	75
For permit to slaughter each sheep or goat ..	0	25
For slaughtering each head of cattle on special license elsewhere than at the slaughter-house ..	1	50

8. It shall not be lawful for any person to slaughter any animal in the public slaughter-house in the presence of other animals.

IT is hereby notified for general information that—

(a) All British-born subjects in possession of a valid passport may travel to France without obtaining a visa from the French Consul on their passports ; and

(b) All native-born Frenchmen may similarly travel to the United Kingdom without obtaining a British visa on their passports.

Colonial Secretary's Office,  
Colombo, November 15, 1922.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

HIS Excellency the Officer Administering the Government has been pleased, in terms of the regulations dated June 2, 1903, to grant the Colonial Auxiliary Forces Long Service Medal to Trooper Benjamin Spedding Kirkman of the Ceylon Mounted Rifles.

Colonial Secretary's Office,  
Colombo, November 10, 1922.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.



THE following copy of revised regulations issued by the Civil Service Commissioners respecting examinations for Eastern Cadetships is published for general information.

Colonial Secretary's Office,  
Colombo, November 15, 1922.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

### REGULATIONS.

#### Examinations for Eastern Cadetships, viz., for Cadetships in the Civil Services of Ceylon, Hong Kong, and Malaya.

THE Cadets are selected by open competitive examination held by the Civil Service Commissioners, to whom all inquiries on the subject should be addressed.

Any such examination is open, under such general restrictions as may be laid down, to all natural-born, but not naturalized, British subjects, being of the requisite age, health, and character.

2. Candidates for Ceylon Cadetships must be natural-born British subjects either of pure European or Ceylonese descent on both sides or of mixed European and Ceylonese descent. Candidates for Hong Kong or Malayan Cadetships must be natural-born British subjects of pure European descent on both sides.

2A. No person will be eligible for assignment to any of these Cadetships who has made before any Tribunal established under the Military Service Acts, 1916, an application for the issue to him of a certificate of exemption from the provisions of those Acts on the ground of a conscientious objection to the undertaking of combatant service.

3. Candidates successful in the competition who may be assigned to any of these Cadetships may be called upon to satisfy the Secretary of State for the Colonies that they fulfil the above requirements as regards descent. To avoid delay candidates claiming to be of Ceylonese or mixed descent would do well to provide themselves in advance with a form of certificate by application to the Colonial Secretary's Office, Colombo.

4. The examinations for these appointments will, as a rule, be held in the month of August of those years in which vacancies have occurred in any of the above services; and the successful candidates will be allotted, as and when opportunity offers, to the various Colonies or States in which vacancies may exist upon a consideration of all the circumstances, including their own wishes; but the requirements of the Public Service will rank before every other consideration, and the Secretary of State retains full discretion to allot as he thinks fit.

5. Candidates must have attained the age of 22 and must not have attained the age of 24 on the first day of August in the year in which the examination is held, and must satisfy the Civil Service Commissioners that they are duly qualified in respect of health and character. They must be of sound constitution, possessed of good sight, and physically qualified for service in tropical climates, and they will be called upon to undergo a strict medical examination to test these points.

6. The Examination will include the following subjects.\* The numerical value is shown against each subject.

#### SECTION A.—CANDIDATES ARE TO TAKE UP ALL THE SUBJECTS IN THIS SECTION.

	Marks.		Marks.
1 Essay .. .. .	100	4 Everyday Science .. .. .	100
2 English .. .. .	100	5 Auxiliary Language .. .. .	100
3 Present Day .. .. .	100	6 <i>Viva Voce</i> .. .. .	300

#### SECTION B.—OPTIONAL SUBJECTS.

Candidates are allowed to take up subjects in this section up to a total of 1,000 marks.

	Marks.		Marks.
<i>History.</i>			
7 English History to 1660 .. .. .	200	35 Higher Botany .. .. .	200
8 British History, 1660-1914 .. .. .	200	36 Lower Geology .. .. .	200
9 European History, either Period 1 or Period 2 .. .. .	200	37 Higher Geology .. .. .	200
10 European History, Period 3 .. .. .	200	38 Lower Physiology .. .. .	200
<i>Economics, Politics, Law, and Philosophy.</i>			
11 General Economics .. .. .	200	39 Higher Physiology .. .. .	200
12 Economic History .. .. .	100	40 Lower Zoology .. .. .	200
13 Public Economics .. .. .	100	41 Higher Zoology .. .. .	200
14 Political Theory .. .. .	100	42 Engineering .. .. .	400
15 Political Organization .. .. .	100	43 Geography .. .. .	400
16 Constitutional Law .. .. .	100	44 Physical Anthropology .. .. .	100
17 Private Law .. .. .	200	45 Social Anthropology .. .. .	100
18 Roman Law .. .. .	100	46 Agriculture .. .. .	200
19 International Law .. .. .	100	47 Experimental Psychology .. .. .	100
20 Moral Philosophy .. .. .	100	<i>Languages with History and Literature.</i>	
21 Metaphysics .. .. .	100	48 English Literature, Period 1 .. .. .	200
22 Logic .. .. .	100	49 English Literature, Period 2 .. .. .	200
23 Psychology .. .. .	100	50 Latin Language .. .. .	200
<i>Mathematics and Science.</i>			
24 Lower Pure Mathematics .. .. .	200	51 Roman Civilization .. .. .	200
25 Higher Pure Mathematics .. .. .	200	52 Greek Language .. .. .	200
26 Lower Applied Mathematics .. .. .	200	53 Greek Civilization .. .. .	200
27 Higher Applied Mathematics .. .. .	200	54 French Language .. .. .	200
28 Astronomy .. .. .	200	55 French Civilization .. .. .	200
29 Statistics .. .. .	100	56 German Language .. .. .	200
30 Lower Chemistry .. .. .	200	57 German Civilization .. .. .	200
31 Higher Chemistry .. .. .	200	58 Spanish or Italian Language .. .. .	200
32 Lower Physics .. .. .	200	59 Spanish or Italian Civilization .. .. .	200
33 Higher Physics .. .. .	200	60 Russian Language .. .. .	200
34 Lower Botany .. .. .	200	61 Russian Civilization .. .. .	200
		62 Arabic Language .. .. .	200
		63 Arabic Civilization .. .. .	200
		64 Persian Language .. .. .	200
		65 Persian Civilization .. .. .	200

\* A syllabus, defining in general terms the character of the examination in the various subjects, is sent herewith.

## SECTION C.

An extra Numerum subject may be offered carrying 100 marks, and chosen from the following:—

- Physical Anthropology.
- Social Anthropology.
- An auxiliary language.

7. The auxiliary language in section A or section C will be tested by means of translation from the language. The following languages may be offered: French, German, Italian, Spanish, Portuguese, Dutch, Norwegian, Swedish, Danish, Russian, Latin, Ancient Greek; provided that—

- (a) No candidate offers any language twice in the examination;
- (b) No candidate offers in section A and C together two languages of the group Italian, Spanish, Portuguese, or two of the group Norwegian, Swedish, Danish;
- (c) Only a candidate who takes two modern languages in section B may offer Latin or Ancient Greek as an auxiliary language.

Instead of an auxiliary language a candidate whose mother tongue is a Ceylonese language may offer as subject 5 either Physical Anthropology or Social Anthropology provided he does not offer the subject elsewhere.

8. In subjects 50 to 65 the civilization subject associated with a language can only be taken by candidates who offer the language itself for examination.

9. A candidate desiring to offer any of the subjects 30 to 42 or subject 47 must produce evidence satisfactory to the Commissioners of laboratory training in an institution of university rank. For Astronomy (28), Geography (43), Physical Anthropology (44), and Agriculture (46), other equivalent training will be required. There will be no laboratory test as a part of the examination.

10. From the marks assigned to candidates in each subject such deduction will be made as the Civil Service Commissioners may deem necessary in order to secure that no credit be allowed for merely superficial knowledge.

11. Moreover, if a candidate's handwriting is not easily legible, a further deduction will, on that account, be made from the total marks otherwise accruing to him.\*

12. Application for permission to attend one of these examinations must be made in the writing of the candidate, at such times and in such manner as may be fixed by the Commissioners.

13. A fee of £8 will be required from every candidate attending an examination.†

Civil Service Commission,  
September, 1922.

## "THE PILGRIMAGES ORDINANCE, No. 13 OF 1896."

THE following rules and orders made by His Excellency the Officer Administering the Government, with the advice of the Executive Council, under Ordinance No. 13 of 1896, entitled "An Ordinance relating to Pilgrimages," as amended by Ordinance No. 7 of 1897, for the conduct of the Kataragama pilgrimage and festival, where special precautions have been and are necessary, are published for general information, in lieu of the rules promulgated annually for several years.

Colonial Secretary's Office,  
Colombo, November 8, 1922.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

## RULES.

1. For sanitary reasons the duration of the Kataragama Imahakachchi festival and of the stay of pilgrims at Kataragama shall be and it is hereby limited to three days, namely, December 1 to 3, 1922. Pilgrims arriving before the day first named or staying beyond the period here prescribed shall be guilty of an offence.
  2. In the event of an epidemic breaking out at Kataragama during the festival, it shall be lawful for the officers appointed to enforce the observance of orders to declare the festival at an end, and to direct pilgrims at once to leave the village and proceed to their homes, and to prescribe the roads they have to travel.
  3. The officers appointed to enforce the observance of orders shall have power on the line of march to and from Kataragama and at Kataragama—
    - (a) To appoint particular places to be exclusively used by the pilgrims for washing and bathing, for drawing water and drinking, and for natural offices.
    - (b) To appoint places for the occupation of each class of pilgrims.
    - (c) To prescribe routes for the journey of any body of pilgrims.
    - (d) To regulate the distribution of all food given to pilgrims.
    - (e) To fix separate places of abode for pilgrims who fall ill, to prohibit communication with them, and to detain them if unfit to travel.
- Any person disobeying an order given by the appointed officers shall be guilty of an offence.
4. The police are empowered and required to seize and destroy all food condemned as unwholesome on the march or in camp by the Medical Officer, or, if there be none,

by the Chief Officer of Police; and any person resisting or obstructing the Police in the discharge of this or of any other duty prescribed by these rules shall be deemed guilty of an offence.

5. Any person bringing any cattle or cart bulls within one quarter of a mile of the camp without a permit from the Supervising Officer or any person authorized by him to issue such permits shall be deemed guilty of an offence. The issue of such permit shall be subject to compliance by the permit-holder with such conditions as may be imposed by the Supervising Officer for the purpose of enforcing sanitation and maintaining the health of the camp.

6. Any person selling meat in camp in any other place than that assigned for the purpose by the officer in charge of the camp, and any other person selling food condemned as unwholesome by the Medical Officer, or in his absence by the Chief Officer of Police, shall be deemed guilty of an offence.

7. Any person who shall, during the occupation of the camp, use any other place for offices of nature than that provided for the purpose by Government, or failing to cover the deposit with earth or sand, and any person who shall during the same period bathe in or enter the river above the spot appointed by the officer in charge of the camp, shall be deemed guilty of an offence.

8. Any person suffering from an infectious or a contagious disease, and not reporting the same to the Medical Officer, or in his absence to the Chief Officer of Police, and any person abetting or assisting in the concealment of such disease, shall be deemed guilty of an offence.

9. All persons shall take up the quarters assigned to them by the Chief Officer of Police at the halting places and in the camp, and any person declining or neglecting to do so shall be deemed guilty of an offence.

\* It is notified for general information that the number of marks deducted for bad handwriting may be considerable.

† When an Open Competitive Examination for Eastern Cadetships in the Colonial Service is held concurrently with an Open Competitive Examination for the Indian or the Home Civil Service, candidates admitted to compete for any two or all of these services will be required to pay only one consolidated fee of £8.

## " THE MUNICIPAL COUNCILS ORDINANCE, 1910."

THEE determined by the Municipal Council of Galle, with the sanction of His Excellency the Officer Administering the Government in Executive Council, under the provisions of section 233 of " The Municipal Councils Ordinance, 1910," in respect of the following license issued under by-law 9, Chapter XVII., of the by-laws of the Galle Municipal Council :—

Bakeries

Annual Fee.  
Rs.

6

Colonial Secretary's Office,  
Colombo, November 7, 1922.

By His Excellency's command,

B. HORSBURGH,  
Acting Colonial Secretary.

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of October, 1922 :—

## 1.—Note Account.

	Rs.	c.		Rs.	c.
Total Stock on September 30, 1922	118,788,599	0	In vault on October 31, 1922	78,962,100	0
Add Notes received in October, 1922	—	—	In circulation on October 31, 1922	39,286,499	0
	118,788,599	0			
Deduct Notes destroyed in October, 1922	540,000	0			
	118,248,599	0		118,248,599	0

## 2.—Reserve Account.

	Rs.	c.		Rs.	c.
Coin received for Notes in circulation	39,286,499	0	Securities at cost	25,145,723	86
Excess of reserve over Notes in circulation	722,806	33	Coin in vault	14,863,581	47
	40,009,305	33	Excess of Notes in circulation over reserve	—	—
				40,009,305	33

3.—Average amount of Notes in circulation during the month	39,286,499	0
Average amount of Coin in vault during the month	14,863,581	0

## 4.—Details of Investments and Securities.

	Face Value			Face Value.		Purchase Value.		Market Value	
	£	s.	d.	(£1 = Rs. 10.)	(£1 = Rs. 10)	(£1 = Rs. 10)	(Sterling at Rate of the Day.)	Rs.	c.
Colonial Securities	775,203	0	2	7,752,030	8	7,235,335	64	9,808,586	8
National War Bonds, 5 per cent	175,316	9	6	1,753,164	75	1,742,105	87	2,786,136	83
Funding Loan, 4 per cent.	7,091	1	2	70,910	58	56,728	46	90,316	23
Indian 3½ per cent. Stock, Sterling	96,000	14	7	960,007	29	860,124	0	959,931	24
Indian 5 per cent. War Loan	—	—	—	15,838,700	0	14,880,329	89	14,017,249	50
Government of India 6 per cent. Bonds	—	—	—	371,100	0	371,100	0	369,244	50
Total	—	—	—	26,745,912	70	25,145,723	86	28,031,464	38

Currency Office,  
Colombo, November 6, 1922.

B. HORSBURGH, Acting Colonial Secretary,  
W. E. WAIT, Acting Controller of Revenue,  
W. W. WOODS, Colonial Treasurer, } Commissioners  
of Currency.

## NOTICES CALLING FOR TENDERS.

TENDERS are invited for the supply of firewood from private lands on account of the Station Extension, Harbour Rail Connection, and Quarry Advance Accounts, Railway Extension Department, delivery alongside the line between Polgahawela and Ganemulla stations for a period of six months from January 1, 1923, in accordance with the following specifications and conditions:—

1. Tenders may be for 750 cubic yards more or less delivered monthly as required by the Engineer.
2. Firewood must be 3 feet long, not less than 12 inches or more than 36 inches in girth, as is used in Locomotive

Engines, and must not include any of the following qualities of timber:—

" Etdemeta, kekuna, amba, mango, getamba, lunumidella, rukattana, divikaduru, caju, walkaduru, cotton, erabadu."

3. On no account must firewood be cut from Government Forests, without the special authority of the Forest Department, and if the Engineers finds or it is otherwise proved that the firewood supplied is from any Government forest for which no permit has been obtained, he, the Engineer, shall have the power to take the contract (whole or part), out of the hands of the contractor who will forfeit the deposit.

and the retention money referred to in clause No. 12 of the notice and the said contractor will be liable to prosecution by the Conservator of Forests.

4. The rate quoted should include cost of transport to the nearest Railway lines and stacking at a convenient place not further than 30 feet, or closer than 15 feet from the railway line.

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

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

7. Tenders should be marked "Tenders for Firewood," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than noon, Tuesday.

8. The tenders are to be made on forms which will be supplied upon application at the Office of the Chief Construction Engineer, and no tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

9. The supply must commence as soon as possible after a contract is entered into by the successful tenderer or tenderers.

10. A cash deposit of Rs. 50, will be required to be made at the General Treasury, or at any Kachcheri, and receipt produced for the same before any form of tender is issued. Should any person, after he has tendered, decline to enter into contract within 10 days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government Contract. No deposits for tender forms will be accepted at the Chief Construction Engineer's Office.

11. Contracts may not be assigned, sublet or otherwise transferred without the previous written sanction of the Chief Construction Engineer. Sanction will not be given for any transfers including powers of attorney, in favour of persons in the defaulting contractor's list. No defaulting contractor should be employed on any service connected with the contract.

12. Ten per cent. of the total amount due will be retained by the Engineer as security, this rate per cent. will be reduced to 5 per cent. as soon as the Engineer considers the amount of work done by the contractor sufficient to warrant him to do so and within thirty days after the completion of the work in all respects to the satisfaction of the Engineer or his representative who may be authorized to superintend the work, the retention money will be paid to the contractor.

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

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

15. Any further information can be obtained on application to the Chief Construction Engineer, and not to the undersigned in person.

F. W. BAKWELL,  
Acting Chief Construction Engineer.

Railway Extensions Office,  
Colombo, October 31, 1922.

**TENDERS** are hereby invited for the supply of 3 dram and 4 dram empty black bottles to the Excise Department for the period December 1, 1922, to September 30, 1923. The quantity required will be 8,000 to 12,000 per month as the Excise Commissioner may order. Place of delivery will be the Excise Warehouse, Kandy, but this Department will meet the cost of rail transport. All breakages before acceptance at the place of delivery will be at the tenderer's risk.

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

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

4. Tenders should be marked "Tender for the Supply of Bottles" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, November 28, 1922.

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

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

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of security required will be one-tenth of the value of the supply. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

10. Contracts may not be assigned or sublet without the authority of the Tender Board.

11. A Government contractor must not issue a power of attorney to a person, whose name is on the defaulting contractor's list, authorizing him to carry on the contract.

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

Excise Office,  
Colombo, November 14, 1922.

T. W. ROBERTS,  
Excise Commissioner.

**TENDERS** will be received by the Government Agent, Central Province, for the purchase of the privilege to sell at the Village Committee Market at Yatiwawala in Harispattu, for a period of one year from January 1, 1923.

1. Tenders which must be in sealed envelopes superscribed "Tenders for the Village Committee Market," should reach the Kachcheri, not later than 12 noon on Friday, December 1, 1922.

2. No tender will be accepted unless it is made on a form issued from the Kachcheri.

3. Tenders should either be deposited in the Kachcheri or sent through post.

4. The Government Agent does not bind himself to accept the highest or any tender.

5. Conditions can be seen, and further information obtained at the Kachcheri.

The Kachcheri,  
Kandy, November 7, 1922.

E. H. R. TENISON,  
for Government Agent.

**TENDERS** will be received by the Government Agent, Central Province, for the purchase of the privilege to sell at the Village Committee Market at Urugalla in Uda Dumbara, for a period of one year from January 1, 1923.

1. Tenders which must be in sealed envelopes superscribed "Tenders for the Village Committee Market," should reach the Kachcheri not later than 12 noon on Friday, December 1, 1922.

2. No tender will be accepted unless it is made on a form issued from the Kachcheri.

3. Tenders should either be deposited in the Kachcheri or sent through the post.

4. The Government Agent does not bind himself to accept the highest or any tender.

5. Conditions can be seen, and further information obtained at the Kachcheri.

The Kachcheri, E. H. R. TENISON,  
Kandy, November 7, 1922. for Government Agent.

SEALED tenders will be received by the Chairman, Sanitary Board, Chilaw District, at the Puttalam Kachcheri, up to 2 P.M. on Saturday, November 25, 1922, for the following:—

(1) Scavenging contract, Madampe (contractor supply-  
ing 2 pairs of bulls and 2 carters for Sanitary Board carts).

(2) Scavenging contract, Marawila  
(3) Scavenging contract Nattandiya } Contractor to supply  
one double-cart with  
carter and bulls in each  
of these towns.

(4) Scavenging contract, Udappu

(5) Lighting contract, Madampe.

(6) Lighting contract, Marawila.

(7) Lighting contract, Nattandiya.

(8) Lighting contract, Udappu.

(9) Conservancy contract, Madampe.

(10) Conservancy contract, Marawila.

(11) Conservancy contract, Nattandiya.

(12) Conservancy contract, Udappu.

(13) Contract for the purchase of rubbish and sweepings,  
Madampe.

(14) Contract for the purchase of rubbish and sweepings,  
Marawila.

(15) Contract for the purchase of rubbish and sweepings,  
Nattandiya.

(16) Contract for the purchase of rubbish and sweepings,  
Udappu.

(17) Water cart contract, Madampe (Contractor to supply  
two bulls and a cooly to work Sanitary Board cart).

2. Tenders should be endorsed clearly, e.g., "Tender for  
the Scavenging Contract of Madampe for the year 1923," or  
as the case may be, and should be made on a deposit of  
Rs. 5.

3. In the case of tenders for scavenging the tenderers  
should state separately in their tenders the rates at which  
they are prepared to work the scavenging cart or carts, per  
mensem.

(a) Taking over the rubbish and sweepings themselves  
and depositing them outside Sanitary Board limits.

(b) Making over the rubbish and sweepings to the Board  
at a dumping ground to be fixed by it within  $\frac{1}{2}$  mile  
of the outer limits of the Sanitary Board.

4. In the case of the contracts for lighting—

(1) At Madampe the contractor will be required to light  
18 petrol and 10 kerosine oil lamps.

(2) At Marawila, 5 petrol lamps.

(3) At Nattandiya, 5 petrol lamps.

(4) At Udappu, 2 kerosine oil lamps.

5. In the case of the conservancy contract, the contractor  
will be required to conserve the public latrines within  
Sanitary Board limits.

(1) At Madampe (the Sanitary Board supplies a double  
latrine cart, contractor to supply bulls and driver).

(2) At Marawila } The contractor to supply a cart,  
(3) At Nattandiya } bulls, and a carter.  
(4) At Udappu }

6. The tenderers for each contract will be required to  
furnish cash security for 10 per cent. of the amount tendered  
for, for the due performance of his contract.

7. The Board does not bind itself to accept any tender.

8. Further particulars can be obtained from the Sani-  
tary Board Office, Puttalam Kachcheri.

S. M. P. VANDERKOEN,  
Sanitary Board Office, for Chairman, Sanitary Board.  
Puttalam, November 6, 1922.

SEALED tenders will be received by the Chairman,  
Sanitary Board, Puttalam District, at the Puttalam  
Kachcheri, up to 2 P.M. on Saturday, November 25, 1922,  
for the following:—

1. Scavenging contract (the contractor to supply two  
double-bullock carts, bulls, and carters).

2. Lighting contract (the contractor will be required  
to light 11 kerosine oil lamps).

3. Contract for the purchase of rubbish and sweepings  
of Kalpitiya Sanitary Board town.

2. Tenders should be endorsed clearly "Tender for the  
Scavenging Contract of Kalpitiya," or as the case may be,  
and should be made on a deposit of Rs. 5.

3. In the case of tenders for scavenging the tenderers  
should state separately in their tenders the rate at which  
they are prepared to work the scavenging cart, per mensem.

(a) Taking over the rubbish and sweepings themselves  
and depositing them outside Sanitary Board limits.

(b) Making over the rubbish and sweepings to the Board  
at a dumping ground to be fixed by it within  $\frac{1}{2}$  mile  
of the outer limits of the Sanitary Board.

4. The tenderer for each contract will be required to  
furnish cash security for 10 per cent. of the amount tendered  
for, for the due performance of his contract.

5. The Board does not bind itself to accept any tender.

6. Further particulars can be obtained from the Sani-  
tary Board Office, at the Puttalam Kachcheri.

S. M. P. VANDERKOEN,  
Sanitary Board Office, for Chairman, Sanitary Board.  
Puttalam, November 6, 1922.

## SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned articles will be sold by public auction on December 4, 1922,  
at 3.30 P.M., at the Government Printing Office, Welikada, viz.:—

4 barrels	1 box, rattan	1 lot hoopiron	5 self-inking pads
4 baskets, waste-paper	3 brushes, lye	1 lot gunny	1 soap dish
1 basin, toilet	20 brushes, pick	1 lot ink tins	1 lot tin lining
Belts, driving, 3 $\frac{1}{2}$ in. by 8 ft.	2 brushes, stencil	5 mallets	1 type case, upper
Do. 3 in. by 64 ft.	2 brushes, paint	1 lot planks	3 type cases, lower
Do. 2 $\frac{1}{2}$ in. by 12 ft.	1 bucket	1 lot remnants of gold leaves	1 lot waste-paper
Do. 2 in. by 48 ft.	34 buckets, latrine	1 roller-wheel (press)	1 washstand
Do. 1 $\frac{1}{2}$ in. by 72 ft.	1 date box	1 rubber pipe, gas	1 yard measure
1 bicycle	1 drum, iron	6 shooting sticks	
2 bells, bicycle	101 keyboard buttons		

Government Printing Office,  
Colombo, November 10, 1922.

H. R. COTTLE,  
Government Printer.

NOTICE is hereby given that the under-mentioned articles will be sold by public auction on November 25, 1922, at 1 P.M., at the Police Court, Jaffna:—

1 arecanut cutter	1 cup
1 suit case	1 towel
1 piece oil cloth	1 pair sandals
1 sarong cloth	3 coconuts
33 pieces of firewood	1 empty kerosine oil tin
1 dyed vaity	1 gunny bag
1 cloth	1 coconut
1 box	3 pillows
1 shawl	1 teapot
1 iron spoon	1 brass tumbler
1 empty box	1 axe
1 piece copper sheet	1 whip
7 tins	1 pair scissors
1 bottle	1 empty cigar box
1 glass	1 sarong cloth

Police Court,  
Jaffna, November 7, 1922.

R. H. BASSETT,  
Police Magistrate.

NOTICE is hereby given that the following unclaimed and confiscated articles lying in the Police Court at Chavakachcheri will be sold in the court premises by public auction, on Wednesday, December 6, 1922, at 1 P.M.:—

1 pair ear studs	1 rice pounder
2 saradies, brass	1 bottle
1 pair bangles	1 chintz gown
1 elk horn	1 vaity cloth
1 piece yellow cloth	12 coconuts

Police Court,  
Chavakachcheri, November 7, 1922.

T. G. WILLET,  
Police Magistrate.

NOTICE is hereby given that the undermentioned unclaimed articles will be put up for sale by public auction at the Police Court of Kegalla, on Saturday, November 25, 1922, at 2 P.M.

6 mats	1 kettle
1 crow-bar	1 bag of tea
1 shirt	3 boxes
12 cloths	1 empty purse
2 combs	1 pair silver bangles
1 earring	1 chain
3 sandals	1 lantern
25 coconuts	1 towel
2 strings of beads	Lead dust
1 umbrella	1 pair bellows
1 lamp	1 piece pipe
1 skirt	1 pair scales
1 jacket	1 handkerchief
2 tins	3 pairs tongs
1 dish	1 broken cart wheel
1 caldron	

November 11, 1922.

W. J. L. ROGERSON,  
Police Magistrate.

THE following unserviceable articles will be sold by auction at the District Court of Kegalla, on Saturday, November 25, 1922, at 1 P.M.:—

5 chairs	1 stamp puncher	14 decorating lanterns
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District Court,  
Kegalla, November 4, 1922.

W. J. L. ROGERSON,  
District Judge.

## VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended November 11, 1922.

**Births.**—The total births registered in the city of Colombo in the week were 133 (1 European, 10 Burghers, 77 Sinhalese, 17 Tamils, 21 Moors, 5 Malays, and 2 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1922, viz., 247,668) was 28.0, as against 25.3 in the preceding week, 40.2 in the corresponding week of last year, and 32.8 the weekly average for last year.

**Deaths.**—The total deaths registered were 137 (9 Burghers, 61 Sinhalese, 24 Tamils, 32 Moors, 5 Malays, and 6 Others). The death-rate per 1,000 per annum was 28.8, as against 29.1 in the previous week, 33.1 in the corresponding week of last year, and 30.5 the weekly average for last year.

**Infantile Deaths.**—Of the 137 total deaths, 30 were of infants under one year of age, as against 31 in the preceding week, 42 in the corresponding week of the previous year, and 40 the average for last year.

**Stillbirths.**—The number of stillbirths registered during the week was 11.

**Principal Causes of Death.**—1. (a) Twenty-one deaths from *Pneumonia* were registered, 8 in Maradana hospitals (including 2 deaths of non-residents), 3 in Slave Island, 2 each in St. Paul's, Kotahena South, and Kollupitiya, and 1 each in San Sebastian, New Bazaar, Maradana North, and Wellawatta South, as against 23 in the previous week and 17 the weekly average for last year.

(b) Two deaths from *Influenza* were registered, 1 each in Maradana hospital and Slave Island, as against 1 in the previous week and 5 the weekly average for last year.

(c) Two deaths from *Bronchitis* were registered, 1 each in Kotahena South and New Bazaar, as against 3 in the previous week.

2. Twenty-one deaths from *Phthisis* were registered, 7 in Maradana hospitals (including 1 death of a non-resident), 2 each in Kotahena North, Maradana North, Maradana East, Maradana South, and Slave Island, and 1 each in St. Paul's, San Sebastian, Kotahena South, and New Bazaar, as against 13 in the previous week and 14 the weekly average for last year.

3. Two deaths from *Enteric Fever* were registered, 1 each in St. Paul's and Kotahena North, as against 1 in the previous week and 4 the weekly average for last year.

4. One death from *Plague* was registered in St. Paul's, as against 2 in the previous week and 3 the weekly average for last year.

5. Thirteen deaths were registered from *Infantile Convulsions*, 12 from *Debility*, 3 each from *Diarrhoea* and *Worms*, 2 from *Dysentery*, 1 from *Enteritis*, and 54 from *Other Causes*.

6. Seven cases of *Enteric Fever*, 6 of *Measles*, 5 of *Chickenpox*, and 4 of *Plague* were reported during the week, as against 8, 6, 4, and 3 respectively, of the preceding week.

**State of the Weather.**—The mean temperature of air was 78.6°, against 79.3° in the preceding week and 79.8° in the corresponding week of the previous year. The mean atmospheric pressure was 29.872 in., against 29.869 in. in the preceding week and 30.030 in the corresponding week of the previous year. The total rainfall in the week was 11.21 in., against 5.82 in. in the preceding week and 0.30 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, November 14, 1922.

FRED. L. ANTHONISZ,  
for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

## SCIENTIFIC AD-CRAFTS, LIMITED.

Capital Rs. 50,000 divided into 5,000 Shares of Rs. 10 each.

## MEMORANDUM OF ASSOCIATION.

1. The name of the Company is Scientific Ad-Crafts, Limited.
  2. The registered office of the Company is situated in Colombo.
  3. The objects for which the Company is established are: to carry out all manner of publicity; to be printers publishers, and bookbinders; to be purchasers and sellers of books, manuscripts and photographs and producers of them; to act as tourist, aviation, commission, motor car, insurance, advertisement, manufacturers' and produce agents, stevedores and ship chandlers, and trade propagandists; to deal in imported goods; and to be exporters and to act as brokers.
  4. The capital of the Company is limited, and the liability of the Shareholders is limited.
  5. The capital of the Company is Rs. 50,000 divided into Five thousand shares of Rupees Ten each.
- We, the undersigned several persons whose names and addresses are subscribed hereto, 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 names.

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
1. P. W. WAGISTA, 46, Wasala road, Kotahena ..	.. One
2. M. F. CHARLES, Bristol buildings, Colombo ..	.. One
3. K. MARTIN PERERA, 13, Wasala road, Kotahena ..	.. One
4. H. D. SOLOMON, 38, Janahita Hotel, Maradana, Colombo ..	.. One
5. K. G. SILVA, 61, Dean's road, Colombo ..	.. One
6. S. C. ABDULLA, 16, Keyzer street, Colombo ..	.. One
7. K. ELORIS FERNANDO, 61, Keyzer street, Colombo ..	.. One
	<hr/> Seven

Colombo, the 10th day of October, 1922.

Witness to the above signatures:  
W. M. CAIRNCROSS.

## SCIENTIFIC AD-CRAFTS, LIMITED.

Capital Rs. 50,000 divided into 5,000 Shares of Rs. 10 each.

ARTICLES OF ASSOCIATION shall be as per table C in the schedule of Ordinance 4 of 1861, with the following additions:—

1. The name of the Company is Scientific Ad-Crafts, Limited.
2. The business to be carried out by the Company is that set out in the Memorandum of Association.
3. There shall be three Directors, and the first are Razeen A. Cader, K. G. Silva, and W. M. Cairncross.
4. The qualification of a Director shall be the holding of twenty-five shares in the Company.
5. The first Manager of the Company shall be W. M. Cairncross or his nominee, and the appointment shall be for two years from the date of incorporation of the Company.
6. The banking accounts of the Company shall be operated by the Manager and a Director.
7. The Company shall pay to W. M. Cairncross 2,500 fully paid shares in full settlement for the business of Scientific Ad-Crafts Co. of Colombo. The balance of 2,500 shares are to be disposed of as the Directors see fit, with this proviso that of the working capital subscribed the sum of Rs. 3,500 shall be set aside for the immediate payment of the creditors of W. M. Cairncross, the Proprietor of Scientific Ad-Crafts Co.
8. The Directors will receive five per cent. of the profits of the Company in lieu of fees.
9. The Directors shall go to allotment on a subscription of 5 per cent. of the capital.

We, the undersigned signatories agree to the Memorandum and Articles of Association of Scientific Ad-Crafts Limited, to which our signatures are appended.

Name and Address of each Subscriber.	Number of Shares held.
1. P. W. WAGISTA, 46, Wasala road, Kotahena ..	.. One
2. M. F. CHARLES, Bristol buildings, Colombo ..	.. One
3. K. MARTIN PERERA, 13, Wasala road, Kotahena ..	.. One
4. H. D. SOLOMON, 38, Janahita Hotel, Maradana, Colombo ..	.. One
5. K. G. SILVA, 61, Dean's road, Colombo ..	.. One
6. S. C. ABDULLA, 16, Keyzer street, Colombo ..	.. One
9. K. ELORIS FERNANDO, 61, Keyzer street, Colombo ..	.. One
	<hr/> Seven

Colombo, the 10th day of October, 1922.

Witness to the above signatures:  
W. M. CAIRNCROSS.

[Third Publication.]

## MEMORANDUM OF ASSOCIATION OF BROOKE, BOND, CEYLON, LIMITED.

1. The name of the Company is "BROOKE, BOND, 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—
  - (1) To establish and carry on the business of tea merchants, blenders, and dealers, tea planters and growers, importers and exporters of tea, and tea brokers in all their respective branches.
  - (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, sugar, cinchona, cacao, cardamoms, rice, rhea, ramie, hemp, 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, sugar, cinchona, cacao, cardamoms, rice, rhea, ramie, hemp, 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, sugar, cinchona, cacao, cardamoms, rice, rhea, ramie, hemp, 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, sugar, cinchona, cacao, cardamoms, rice, rhea, ramie, hemp, 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, warehousekeepers, shippers, shipping agents, ship owners, tug owners, and wharfingers, carmen, printers, paper and paper bag merchants, paper and paper bag dealers and makers, box makers, packing case makers, properties 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 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.
  - (9) 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, or of any other business which can or may conveniently be carried on in connection with the above respectively.
  - (10) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, railways, 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.
  - (11) 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.
  - (12) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; to insure any servants of the Company against risk or accident in the course of their employment by the Company, and to effect insurances for the purposes of indemnifying the Company in respect of claims by reason of any such risk or accident, and to pay premiums on any such insurance.
  - (13) To remunerate the servants or employees of the Company and others out of or in proportion to the returns and profits of the Company or otherwise. To give to any servants or employees of the Company any share or interest in the profits of the Company's business or any grant thereof, and for these purposes to enter into any arrangements the Company may think fit; and to grant pensions or gratuities to any servant or employees of the Company 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 guarantee dividends on the shares or securities of any company with which the Company has any business transactions or relations; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To establish agencies in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and 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, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such persons.
- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise to be employed in the business of the Company, 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, warrants, 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 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 money, shares, debentures, or securities in any other company, or for any other consideration.
- (26) 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.
- (27) 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.
- (28) 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.
- (29) 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.
- (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 Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand (5,000) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and 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.
GEO. M. MORRISON, Colombo	One
W. H. ATKINSON, Colombo	One
LESLIE W. F. DE SARAM, Colombo	One
L. H. WATKINSON, Colombo	One
P. G. COOKE, Colombo	One
STANLEY F. DE SARAM, Colombo	One
J. A. MARTENSZ, Colombo	One
Total number of Shares taken	Seven

Witness to the above Signatures at Colombo, this 6th day of November, 1922.

DAVID E. MARTENSZ,  
Proctor, Supreme Court, Colombo.

#### ARTICLES OF ASSOCIATION OF BROOKE, BOND, CEYLON, 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 "Brooke, Bond, Ceylon, 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 Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand (5,000) shares of One hundred Rupees (Rs. 100) each.

## SHARES.

8. *Allotment and Issue.*—The shares, except those that stand in the names of the signatories, may be issued with the addition thereto of such an amount of premium as the Directors think fit, and shall be issued and allotted as follows:— (a) Brooke, Bond, & Co., Ltd., a Company registered under the English Joint Stock Companies Acts and having its registered office at Goulston street, Aldgate East, in the City of London, England, or its nominee or nominees shall, in the first instance, have the right to take up and be allotted all or any shares in the Company as the same may be issued. (b) Any shares not so taken up and allotted to Brooke, Bond & Co., Ltd., or its nominee or nominees as hereinbefore provided (which are hereinafter referred to as "such unissued shares") 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 such unissued shares in payment for any estates or lands or other property purchased or acquired by 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, subject and without prejudice to the right of Brooke, Bond & Co., Ltd., or its nominee or nominees to take up and be allotted such new shares under Article 20, 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.*—Subject and without prejudice to the right of Brooke, Bond & Co., Ltd., or its nominee or nominees to take up and be allotted such new shares under Article 20, 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.*—The new shares shall be issued and allotted as follows:—(a) The said Brooke, Bond & Co., Ltd., or its nominee or nominees shall in the first instance have the right to take up and be allotted all or any such new shares in the Company as the same may be issued; (b) any shares not so taken up and allotted to Brooke, Bond & Co., Ltd., or its nominee or nominees as hereinbefore provided (which are hereinafter referred to as "such unissued 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 unissued 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 person 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 12 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 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 net 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 120.

(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 raise or borrow 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; 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 Three hundred thousand Rupees (Rs. 300,000). 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 document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

## MEETINGS.

58. *First General Meeting.*—The First General Meeting of the Company shall be held at such time, not being more than 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 a Shareholder or Shareholders holding not less than one-sixth of the issued capital and entitled to vote.

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

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

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

65. *Business requiring and not requiring Notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect 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 three or more persons, being Shareholders entitled to vote, or persons holding proxies or powers of attorney from Shareholders entitled to vote, and together holding not less than one-sixth part of the issued capital of the Company.

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 a Shareholder or Shareholders present at the meeting and entitled to vote, and together holding not less than one-sixth of the issued capital, 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 or Shareholders present at the meeting and entitled to vote, and together holding not less than one-sixth of the issued capital, 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 manner as the Chairman shall direct; and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney; and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

77. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person 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 share held by him. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

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

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

*Brooke, Bond, Ceylon, 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 seven. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting, the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act except for the purpose of appointing another and if necessary enabling him to be placed on the Register of Shareholders.

88. *Their Qualification and Remuneration.*—The 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 One hundred Rupees (Rs. 100), 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. The remuneration of the Directors for their services shall be fixed by the Company in General Meeting, and the Company in General Meeting may at any time alter the amount of such remuneration, 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 William Henry Atkinson of Colombo, William Travellick Hicks of Colombo, and Maurice John Harding 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, Departmental Manager or Departmental Managers, 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, Departmental Manager or Departmental Managers, 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, Departmental Manager, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he becomes bankrupt or insolvent or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of 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.
- (g) If by notice in writing he resigns his office.
- (h) If he is requested in writing by all his Co-Directors to resign.
- (i) If he absents himself from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors.



*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. *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, lease, or acquisition of any lands, estates, or property, and in or about the working and business of the Company.

107. *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 require security in such instances and in such amounts as they think fit, 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, buyers, 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.

108. *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.

109. *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.

110. *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.

111. *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, buyers, 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.

112. *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.

113. *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.

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

115. *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.

116. *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 thereat shall have a casting vote in addition to his vote as a Director.

117. *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 effects as if done by the Board.

118. *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.

119. *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.

120. *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.

121. *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.

122. *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.

123. *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 Secretary of the Company, who shall attest the sealing thereof; such attestation on the part of the Secretary, in the event of a firm being the Secretary, being signified by a partner or duly authorized manager, attorney, or agent of the said firm signing the firm name or firm name *per procurationem* or signing for and on behalf of the said firm as such Secretary, and in the event of a company registered under the Ordinance being the Secretary 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 Secretary. The sealing shall not be attested by one person in the dual capacity of Director and representative of the Secretary.

#### ACCOUNTS.

124. *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.

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

126. *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.

127. *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.

128. *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.

129. *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.

130. *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.

131. *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.

132. *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.

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

134. *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.

135. *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.

136. *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.

137. *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.

138. *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.

139. *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.

140. *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.

141. *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.

142. *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.

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

144. *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.

145. *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.

146. *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.

147. *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.

148. *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.

149. *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.

150. *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.

151. *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.

152. *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.

153. *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.

154. *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.

155. *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.

156. *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.

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

158. *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 6th day of November, 1922.

GEO. M. MORRISON.

W. H. ATKINSON.

LESLIE W. F. DE SARAM.

L. H. WATKINSON.

P. G. COOKE.

STANLEY F. DE SARAM.

J. A. MARTENSZ.

Witness to the above signatures :

DAVID E. MARTENSZ,

Proctor, Supreme Court, Colombo.

## MEMORANDUM OF ASSOCIATION OF TEA ESTATES CEYLON, LIMITED.

1. The name of the Company is "TEA ESTATES 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—
  - (1) To purchase or otherwise acquire the Udaveria Estate, situate in the Badulla District of the Island of Ceylon, and containing in extent 629 acres more or less, as on and from the first day of January, 1922.
  - (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, sugar, cinchona, cacao, cardamoms, rice, rhea, ramie, hemp, 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, sugar, cinchona, cacao, cardamoms, rice, rhea, ramie, hemp, 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, sugar, cinchona, cacao, cardamoms, rice, rhea, ramie, hemp, 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, sugar, cinchona, cacao, cardamoms, rice, rhea, ramie, hemp, 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, warehouse keepers, shippers, shipping agents, ship owners, tug owners and wharfingers; carmen, printers, paper and paper bag merchants, paper and paper bag dealers and makers, box makers, packing case makers; 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 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.
  - (9) 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, or of any other business which can or may conveniently be carried on in connection with the above respectively.
  - (10) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, railways, 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.
  - (11) 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.
  - (12) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; to insure any servants of the Company against risk or accident in the course of their employment by the Company, and to effect insurances for the purposes of indemnifying the Company in respect of claims by reason of any such risk or accident, and to pay premiums on any such insurance.
  - (13) To remunerate the servants or employees of the Company and others out of or in proportion to the returns and profits of the Company or otherwise. To give to any servants or employees of the Company any share or interest in the profits of the Company's business or any grant thereof, and for these purposes to enter into any arrangements the Company may think fit; and to grant pensions or gratuities to any servant or employee of the Company, 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 guarantee dividends on the shares or securities of any company with which the Company has any business transactions or relations; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

- (16) To establish agencies in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and 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, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such persons.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, to be employed in the business of the Company, 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, warrants, 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 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.
- (26) 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 share either as fully paid up or partly paid up for such purpose.
- (27) 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.
- (28) 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.
- (29) 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.
- (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 Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand (5,000) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and 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.
GEO. M. MORRISON, Colombo	One
W. H. ATKINSON, Colombo	One
LESLIE W. F. DE SARAJ, Colombo	One
L. H. WATKINSON, Colombo	One
P. G. COOKE, Colombo	One
STANLEY F. DE SARAJ, Colombo	One
J. A. MARTENSZ, Colombo	One
Total number of Shares taken	Seven

Witness to the above signatures, at Colombo, this 6th day of November, 1922:

DAVID E. MARTENSZ,  
Proctor, Supreme Court, Colombo.

## ARTICLES OF ASSOCIATION OF TEA ESTATES CEYLON, 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 “Tea Estates Ceylon, 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 Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand (5,000) shares of One hundred Rupees (Rs. 100) each.

## SHARES.

8. *Allotment and Issue.*—The shares, except those that stand in the names of the signatories, may be issued with the addition thereto of such an amount of premium as the Directors think fit, and shall be issued and allotted as follows :— (a) Brooke, Bond, Ceylon, Ltd., a Company to be registered under the Ceylon Joint Stock Companies Ordinances, and to have its registered office at 62, Union place, Colombo, or its nominee or nominees shall in the first instance have the right to take up and be allotted all or any shares in the Company as the same may be issued. (b) Any shares not so taken up and allotted to Brooke, Bond, Ceylon, Ltd., or its nominee or nominees as hereinbefore provided (which are hereinafter referred to as “such unissued shares”) 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 such unissued shares in payment for any estates or lands or other property purchased or acquired by 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. *Liabilities 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, subject and without prejudice to the right of Brooke, Bond, Ceylon, Ltd., or its nominee or nominees to take up and be allotted such new shares, under Article 20, 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.*—Subject and without prejudice to the right of Brooke, Bond, Ceylon, Ltd., or its nominee or nominees to take up and be allotted such new shares, under Article 20, 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.*—The new shares shall be issued and allotted as follows:—(a) The said Brooke, Bond, Ceylon, Ltd., or its nominee or nominees shall in the first instance have the right to take up and be allotted all or any such new shares in the Company as the same may be issued. (b) Any shares not so taken up and allotted to Brooke, Bond, Ceylon, Ltd., or its nominee or nominees as hereinbefore provided (which are hereinafter referred to as "such unissued 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 unissued 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 hereint 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. *Certificates 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 Shareholders 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 net 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 raise or borrow 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, 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 Three hundred thousand Rupees (Rs. 300,000). 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 a Shareholder or Shareholders holding not less than one-sixth 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 requisitionist 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 three or more persons, being Shareholders entitled to vote, or persons holding proxies or powers of attorney from Shareholders entitled to vote, and together holding not less than one-sixth part of the issued capital of the Company.

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 a Shareholder or Shareholders present at the meeting and entitled to vote, and together holding not less than one-sixth of the issued capital, 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 or Shareholders present at the meeting and entitled to vote, and together holding not less than one-sixth of the issued capital, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned and the poll shall be taken at such time and in such a manner as the Chairman shall direct; and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person 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 share held by him. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

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

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

#### *Tea Estates Ceylon, 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 seven. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting, the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act, except for the purpose of appointing another, and, if necessary, enabling him to be placed on the Register of Shareholders.

88. *Their Qualification and Remuneration.*—The 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 One hundred Rupees (Rs. 100) 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. The remuneration of the Directors for their services shall be fixed by the Company in General Meeting, and the Company in General Meeting may at any time alter the amount of such remuneration, 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 William Henry Atkinson of Colombo, William Trevellick Hicks of Colombo, and Charles James Bayley of Lebanon Cottage, Nuwara Eliya, 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, Departmental Manager or Departmental Managers, 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, Departmental Manager or Departmental Managers, 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 and at any time subsequent to the Second Ordinary General Meeting increase or reduce the number of Directors, and may also, subject 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, Departmental Manager, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he becomes bankrupt or insolvent or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of 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 participate 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.
- (g) If by notice in writing he resigns his office.
- (h) If he is requested in writing by all his Co-Directors to resign.
- (i) If he absents himself from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors.

*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 Udaveria Estate, as on and from the 1st day of January, 1922.

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 Director 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 Udaveria Estate, 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 require security in such instances and in such amounts as they think fit, 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, buyers, 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, buyers, 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 taken to 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 opened to the inspection of the Shareholders; and no Shareholders shall have any right of inspecting any account or book or document of the Company, except as conferred by 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 6th day of November, 1922.

GEO. M. MORRISON.

W. H. ATKINSON.

LESLIE W. F. DE SARAM.

L. H. WATKINSON.

P. G. COOKE.

STANLEY F. DE SARAM.

J. A. MARTENSZ.

Witness to the above signatures:

DAVID E. MARTENSZ,

Proctor, Supreme Court, Colombo.

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF THE "CEYLON INDEPENDENT" COMPANY, LIMITED.

1. The name of the Company is the "CEYLON INDEPENDENT" COMPANY, LIMITED.
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are :—
  - (a) To purchase or otherwise acquire from Alfred Louis de Witt as a going concern the business of newspaper proprietors, printers' agents, and the "Ceylon Independent" and connected publications now carried on by the said Alfred Louis de Witt in Colombo, together with the copyright, if any, of the said "Ceylon Independent" and connected publications and all other the assets of the said proprietor of the said business.
  - (b) To carry on in Ceylon or in any other part of the world all or any of the following businesses :—Newspaper proprietors and publishers, press correspondents, news agents, telegraphic and general agents, journalists, reporters, stationers, printers, engravers, type foundry, die sinkers, photographers, block-makers, lithographers, envelope manufacturers, book binders, account book manufacturers, machine rulers, numerical printers, paper makers, paper bag and account book makers, box makers, cardboard manufacturers, railway and tramway and other ticket manufacturers, dealers in parchment, dealers in stamps, contractors for advertisements and advertising, advertising agents, bill posters, designers, draughtsmen, ink manufacturers, book-sellers, publishers, paper manufacturers, law stationers, type writers, type copyists, dealers in materials used in the manufacture of paper, cabinet makers, engineers and dealers in or manufacturers of any other articles or things of a character similar or analogous to the foregoing or any of them or connected therewith.
  - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, compositors, binders, machine minders, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any at such rate as shall be thought fit.
  - (d) To acquire by purchase or otherwise or to establish periodicals, newspapers, magazines, books, journals, and other literary works or the goodwill thereof, and to undertake and carry on the same.
  - (e) To establish competitions in respect of contributions or information suitable for insertion in any publication of the Company or otherwise for any of the purposes of the Company, and to offer and grant prizes, rewards, and premiums of such character and on such terms as may seem expedient.
  - (f) To undertake and transact all kinds of agency which an ordinary individual may legally undertake.
  - (g) To provide for, furnish, or secure to any Shareholders of the Company, or customers of, or to any subscribers to, or purchasers or possessors of any publication of the Company or of any coupon or ticket issued with any publication of the Company any chattels, conveniences, advantages, benefits, or special privileges which may seem expedient, and either gratuitously or otherwise.
  - (h) To carry on such other business and processes in connection with the above-mentioned business as are customarily or usually carried on in connection therewith or are naturally inclined thereto.
  - (i) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
  - (j) To purchase or by other means acquire any properties movable or immovable or any other freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property and any buildings, factories, mills, offices, works, roads, machinery, engines, plant, vessels, or things or rights whatever which may be necessary for or may be conveniently used with or may enhance the value of any other property of the Company.
  - (k) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, factories, mills, offices, works, roads, machinery, engines, walls, fences, or other works and conveniences or to join with any person, firm, or company in doing any of the aforesaid, and to work, manage, and control the same, or join with others in so doing.
  - (l) To apply for purchase or by other means acquire and protect, prolong, and renew, whether in the United Kingdom, Ceylon, or elsewhere in the world, any patents, patent rights, brevets d'invention, licenses, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licenses or privileges in respect of the same.
  - (m) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorized to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with or enter into any arrangement for sharing profits, union of interests, co-operation, or joint adventure or for limiting competition or for mutual assistance with any such person, firm, or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired any shares, debentures, or securities that may be agreed upon, and to hold and retain or sell, mortgage, and deal with any shares, debentures, or securities so received.
  - (n) To improve, manage, cultivate, develop, exchange, let on lease, or otherwise mortgage, sell, dispose of, turn to account, grant rights, and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
  - (o) 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.
  - (p) To lend and advance money or give credit to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons.
  - (q) To borrow or raise money in such manner as the Company shall think fit and in particular by mortgage and by the issue of debentures or debenture stock perpetual or otherwise, and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets, whether present or future, including its uncalled capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to purchase, redeem, or pay off any such securities.
  - (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, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
  - (t) To enter into any arrangement with any Government or authorities (Supreme, Municipal, local, or otherwise) or any corporations, companies, or persons that may seem conducive to the Company's objects or any of them and to obtain from any such Government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable; and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.

- (u) To subscribe for, take, purchase or otherwise acquire, and hold shares or other interest in or securities of any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (v) To act as agents or brokers, and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the business of the Company through or by means of agents, brokers, sub-contractors or others, and either alone or in conjunction with others.
- (w) To remunerate any person, firm, or company rendering services to this Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise.
- (x) To pay all or any expenses incurred in or in connection with or preliminary or incidental to the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stock, or securities of the Company.
- (y) To support and subscribe to any charitable or public object and any institution, society, or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business, to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relative of such persons; to make payments towards insurance, and to form and contribute to Provident and Benefit Funds for the benefit of any persons employed by the Company.
- (z) To procure the company to be registered or recognized in any other country or place.
- (za) To promote any other company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of this Company or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing or underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (zb) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (zc) To sell or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (zd) To distribute among the Shareholders of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (ze) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them. And it is hereby declared that the intention is that the object specified in each paragraph of this clause shall, except where otherwise explained in such paragraph, be in no wise restricted by a reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Rs. 350,000 (Three hundred and Fifty thousand Rupees) divided into Seven hundred shares of Rs. 500 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 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.
E. G. ADAMALY Witness to the signature of E. G. Adamaly, this 4th day of November, 1922, at Colombo :	One
F. J. LUCAS FERNANDO, Jr., Proctor, Supreme Court.	
N. J. MARTIN, Chilaw Witness to the signature of N. J. Martin, at Chilaw, this 4th day of November, 1922 :	One
R. E. AUSTIN, Proctor, Supreme Court.	
G. B. EKANAYAKE, Colombo Witness to the signature of G. B. Ekanayake, this 4th day of November, 1922, at Colombo :	One
F. J. LUCAS FERNANDO, Jr., Proctor, Supreme Court.	
C. T. VAN GEYZEL, Colombo Witness to the signature of C. T. van Geyzel, this 4th day of November, 1922, at Colombo :	One
F. J. LUCAS FERNANDO, Jr., Proctor, Supreme Court; Colombo.	
ARTHUR E. EPHRAUMS, Colombo Witness to the signature of Arthur E. Ephraums, this 4th day of November, 1922, at Colombo :	One
F. J. LUCAS FERNANDO, Jr., Proctor, Supreme Court.	
JOHN ROCKWOOD, Colombo Witness to the signature of John Rockwood, this 4th day of November, 1922, at Colombo :	One
F. J. LUCAS FERNANDO, Jr., Proctor, Supreme Court.	
A. LOUIS DE WITT, Colombo Witness to the signature of A. Louis de Witt, this 4th day of November, 1922, at Colombo :	One
F. J. LUCAS FERNANDO, Jr., Proctor, Supreme Court.	

#### ARTICLES OF ASSOCIATION OF THE "CEYLON INDEPENDENT" COMPANY, LIMITED.

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

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

## INTERPRETATION CLAUSE.

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

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

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

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

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

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

"Paid up" shall include "credited as paid up."

"Shareholder" means every person who has accepted any share or who has accepted part of a share jointly with another or others whose name is entered on the Register of Shareholders as owner or joint-owner of such share.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

## BUSINESS.

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

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

## CAPITAL.

4. The original capital of the Company is Three hundred and Fifty thousand Rupees (Rs. 350,000) in shares of Five hundred Rupees (Rs. 500) each.

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

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

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

## SHARES.

8. The shares shall be under the control of the Directors, who may allot and dispose of the same to such persons on such terms and in such manner as they think fit. Shares may be issued at par or at a premium.

9. The Company 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 in the time of payment of such calls.

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

11. The Company shall be entitled to treat the person whose names appears upon the Register in respect of any share as the absolute owner thereof, and shall not be under any obligation to recognize any trust or equity or equitable claim to, or interest in, such share, whether or not it shall have express or other notice thereof.

12. 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.

13. 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.

## JOINT-HOLDERS OF SHARES.

14. Where two or more persons are registered as the holders of any shares they shall be deemed to hold the same as joint tenants, with benefit of survivorship, subject to the provisions following:—

(a) The Company shall not be bound to register more than five persons as the holder of any share.

(b) The joint-holders of any share shall be liable severally as well as jointly in respect of all payment which ought to be made in respect of such shares.

(c) On the death of any one of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to such share, but the Directors may require such evidence of death as they may deem fit.

(d) Any one of such joint-holders may give effectual receipts for any dividend, bonus, or return of capital payable to such joint-holders.

(e) Only the person whose name stands first in the Register of Shareholders as one of the joint-holders of any share shall be entitled to delivery of the certificate relating to such share or to receive notice from the Company, or to attend or vote at General Meetings of the Company, and any notice given to such person shall be deemed notice to all the joint-holders, but any one of such joint-holders may be appointed the proxy of the person entitled to vote on behalf of the said joint-holders, and as such proxy to attend and vote at General Meetings of the Company.

## CALLS ON SHARES.

15. 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 one month's notice at least shall be given to the Shareholders of the time and place appointed for the payment of each call; and each Shareholder shall pay the amount of every call so made to the person and at the time and place appointed by the Directors.

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

17. If the call payable in respect of any share be not paid before or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same at such rate not exceeding nine per centum per annum as the Directors shall appoint from the day appointed for the payment thereof to the time of actual payment, but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof.

18. A call may be made payable by instalments.

19. If by the terms of any prospectus or by the conditions of allotment any amount is payable in respect of any shares by instalments, every such instalment shall be payable as if it were a call duly made by the Directors, and of which due notice had been given, and all provisions hereof with respect to the payments of calls and interest thereon or to the forfeiture of shares for non-payment of calls shall apply to such instalments and the shares in respect of which they are payable.

20. The Directors may, if they think fit, receive from any Shareholder willing to advance the same all or any part of the moneys due upon the shares held by him beyond the sums actually called for; and upon the moneys so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the Shareholder paying such sum in advance and the Directors agree upon, or in default of agreement at such rate not exceeding seven per centum per annum as the Directors shall think fit.

#### TRANSFER OF SHARES.

21. Subject to the restrictions of these Articles, any Shareholder may transfer all or any of his shares. The instrument of transfer of any share shall be in writing signed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect thereof.

22. Every transfer of a share shall be conducted in the following manner:—

- (a) The transferring member shall first in writing offer the share (hereinafter called the "offered share") to the Directors for purchase by the nominee or nominees of the Directors, either at a price specified in the said offer, or in the option of the Directors at the price hereinafter defined as the standard price.
- (b) If the Directors shall within six weeks from the day of such offer in writing accept the offered share on behalf of any nominee or nominees of the Directors who may agree to accept the same at the price specified in the offer, or at the standard price, the transferring Shareholder shall sell and transfer the offered share to such nominee or nominees, as the case may be, and the Directors shall have absolute discretion in selecting such nominee or nominees.
- (c) If the Directors shall not accept the offer within six weeks, or shall refuse the offer within that period, the transferring Shareholder may transfer the share to any purchaser approved of by the Board.

23. The standard price shall be held to be the sum ascertained and fixed by the Auditor or Auditors of the Company for the time being as the intrinsic value of the share on the last preceding balance sheet without taking into account anything for the value of goodwill or prospective or unexecuted contracts or other circumstances which might increase the market value, but taking into account actual loss or abnormal cause of depression which may have occurred since the last balance sheet, and the auditor or Auditors for the time being shall, in regard to that matter, be and he or they are hereby appointed sole arbiter or arbiters between the parties interested, and his or their decision and certificate shall be final and binding upon all concerned.

24. Should a Shareholder offer for sale at any one time a block of more than ten shares, such shares shall be offered by the Directors to the other Shareholders for the time being at the standard price, and in proportion to the number of shares held by each Shareholder in the Company.

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

26. The Board may decline to register any transfer of shares by a Shareholder who is indebted to the Company, or of any share on which the Company has a lien, or any transfer of shares made by any person in any case where they shall consider the proposed transferee to be an irresponsible person or that the transfer will not be conducive to the interests of the Company, or in case of shares not fully paid up to any person not approved by them.

27. 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.

28. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor or his right to transfer his shares, and a fee of 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 22, 23, and 27, shall register the transferee as a Shareholder and retain the instrument of transfer, but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing the same.

29. The executors or administrators of a deceased Shareholder shall be the only persons recognized by the Company as having any title to the registered shares or stock of such Shareholder, and such right or title shall be limited to the right to receive dividends and to transfer according to these Articles and the regulations of the Company.

30. Save as aforesaid, no person interested in a share in consequence of the death, bankruptcy, or insolvency of any Shareholder, or by any lawful means other than by transfer in accordance with these regulations, shall have any right in respect of the said share other than the right to offer the same to the Directors for purchase in a manner aforesaid or to transfer the same in accordance with these Articles and regulations.

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

32. No transfer of share shall be made to an infant or person of unsound mind.

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

#### TRANSMISSION OF SHARES.

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

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

36. If any person who shall become entitled to be registered in respect of any share under clause 35 shall not from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share; or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares 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.

37. 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.

38. 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.

39. 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 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.

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

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

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

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all money 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 more 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 40 hereof, shall be redeemable after sale or disposal.

43. The Company shall have a first charge or paramount lien upon all shares of any holder or joint-holders for all moneys for the time being due to the Company by such holder, or by all or any of such joint-holders respectively, either in respect of such shares or of other shares held by such holder or joint-holders or otherwise, and whether due from any such holder individually or jointly with others, including all calls, which the Directors shall have resolved to make, although the time 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.

44. 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 shares the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

45. 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.

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

47. 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.

48. 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 or special privileges, 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.

49. 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.

50. 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 member personally present and entitled to vote at the meeting.

#### BORROWING POWERS.

51. The Directors may raise or borrow money for the purpose of the Company's business, or for erecting, maintaining, repairing, or extending buildings, machinery, or plant, or otherwise; provided that the money so borrowed or raised, and owing at any time, shall not without the sanction of a General Meeting exceed Rs. 25,000.

52. With the sanction of a General Meeting, the Board shall be entitled to borrow 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.

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

54. Any such securities may be issued, either at par or at 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.

55. 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.

56. 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.

57. 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.

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

59. 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.

60. 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.

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

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

63. 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.

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

65. With the exceptions mentioned in the foregoing Articles as to 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.

66. 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 or represented at the commencement of the business two or more Shareholders entitled to vote.

67. 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.

68. 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.

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

70. 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.

71. 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.

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

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

74. 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.

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

76. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him.

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

78. Votes may be given either personally, or by proxy or by attorney.

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

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

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

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

83. 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 shall, as nearly as circumstances will admit, be in the following form:—

*The "Ceylon Independent" Company, Limited.*

I, \_\_\_\_\_, of \_\_\_\_\_, appoint \_\_\_\_\_, of \_\_\_\_\_ (a Shareholder in the Company), as my proxy to represent me and to vote for me 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 \_\_\_\_\_.

84. 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.

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

## DIRECTORS.

86. The number of Directors shall never be less than three or more than five; but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies. The qualification of a Director shall be his holding in his own right at least ten 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.

87. As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Rs. 1,000 annually to be divided between them in such manner as they may determine. But the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services referred to hereinafter, nor any extra remuneration to the Managing Directors of the Company.

88. The first Directors shall be Nathaniel J. Martin, Arthur E. Ephraums, and Alfred Louis de Witt, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

89. One or more of the Directors may be appointed by the Directors to act as Managing Director or Managing Directors, or Secretary or Secretaries, or Agent or Agents 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 Managing Director or Managing Directors or Secretary or Secretaries, or 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.

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



91. The Directors to retire from office at the second and third Ordinary General 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.

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

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

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

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

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

The Directors may at any time add another Director to the Board, provided the total number of Directors, with such new Director, shall not exceed the number limited by clause 86, or as increased or reduced under this clause:

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

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

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

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

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

#### DISQUALIFICATION OF DIRECTORS.

102. The office of the Directors shall be vacated:—

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

Provided that no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or solicitor, or by his being a member of a firm who are agents, or secretaries, or solicitors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

#### POWERS OF DIRECTORS.

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

104. The business of the Company shall be managed by the Directors, either by themselves or through a Managing Director or Managing Directors, 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 any lands or buildings and otherwise in or about the working and business of the Company.

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

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

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

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

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

109. The seal of the Company shall not be 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 being the secretaries, being signified by a partner of the said firm signing for and on behalf of the said firm as such secretaries.

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

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

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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 the name of the Directors present at each meeting of the Directors.
- (2) Of all appointments of (a) officers and (b) committees made by 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 transactions 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 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 any of them shall be open to the inspection of the Shareholders, and no Shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorized by the Directors, or by a resolution of the Company in General Meeting.

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

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

125. The balance sheet shall contain a summary of the property and liabilities of the Company.

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

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

#### AUDIT.

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

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

130. The Directors shall appoint the first Auditor 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 first Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the Auditor or Auditors appointed at such meeting shall hold office only until the first Ordinary General Meeting after his or their appointment, or until otherwise ordered by a General Meeting.

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

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

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

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

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

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

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

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

138. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they may select, or may place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investments.

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

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

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

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

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

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

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

146. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid up shares, debentures, or debenture stock of the Company or of any other company, or in any one or more of such ways, and the Directors shall give effect to such direction; and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors; where requisite a proper contract shall be filed, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

#### NOTICES.

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

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

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

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

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

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

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

#### ARBITRATION.

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

#### EVIDENCE.

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

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

155. Any Shareholder, whether a Director or not, and whether alone or jointly with any other Shareholder or Director, and any person not a Shareholder, may become the purchaser of the property of the Company or any part thereof in the event of a winding up or 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.

It witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at the places and on the days and dates hereinafter mentioned:—

E. G. ADAMALY.  
Witness to the above signature, at Colombo, this 4th day of November, 1922 :  
F. J. LUCAS FERNANDO, Jr.,  
Proctor, Supreme Court.

N. J. MARTIN.  
Witness to the above signature, at Chilaw, this 4th day of November, 1922 :  
R. E. AUSTIN,  
Proctor, Supreme Court.

G. B. EKANAYAKE.  
Witness to the above signature, at Colombo, this 4th day of November, 1922 :  
F. J. LUCAS FERNANDO, Jr.,  
Proctor, Supreme Court.

C. T. VAN GEYZEL.  
Witness to the above signature, at Colombo, this 4th day of November, 1922 :  
F. J. LUCAS FERNANDO, Jr.,  
Proctor, Supreme Court.

ARTHUR E. EPHRAUMS.  
Witness to the above signature, this 4th day of November, 1922 :  
F. J. LUCAS FERNANDO, Jr.,  
Proctor, Supreme Court.

JOHN ROCKWOOD.  
Witness to the above signature, this 4th day of November, 1922 :  
F. J. LUCAS FERNANDO, Jr.,  
Proctor, Supreme Court.

A. LOUIS DE WITT.  
Witness to the above signature, this 4th day of November, 1922 :  
F. J. LUCAS FERNANDO, Jr.,  
Proctor, Supreme Court.

## MEMORANDUM OF ASSOCIATION OF CEYLON PRODUCTS, LIMITED.

1. The name of the Company is "CEYLON PRODUCTS, LIMITED."

The registered office of the Company will be situated in the Fort, Colombo.

The objects for which the Company is established are:—

- (a) To carry on the business of general merchants and importers.
- (b) To carry on the business of exporters of all Ceylon produce manufactured or otherwise.
- (c) To plant, grow, cultivate, manufacture, render marketable, bale, pack, sell, and export, and in any way deal with all kinds of Ceylon produce.
- (d) To set up, construct, or establish in Ceylon or elsewhere, or to purchase or otherwise acquire mills and machinery necessary for the manufacture of copra, coconut oil, fibre, and all other articles of merchandise.
- (e) To purchase, take on lease, or in exchange, or otherwise acquire, and to hold, cultivate, improve, lease, sell, exchange, mortgage, let, or deal with any goods, wares, merchandise, lands, mines, minerals, buildings, plants, machinery, stock in trade, or other movable or immovable property or rights in Ceylon or elsewhere.
- (f) To purchase or otherwise acquire the whole or any part of the business, property, or liabilities of any person, or company carrying on business which the Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (g) To apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, licenses, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention, which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired.
- (h) To negotiate loans, draw, accept, make, endorse, purchase, hold, or dispose of promissory notes, bills of lading, or any token of produce or merchandise, whether foreign or colonial, or mortgages, bonds, debentures, shares, or other negotiable or transferable instrument.
- (i) To enter into partnership or agreement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise with any person, society, company, or partnership, carrying on or about to carry on or engage in any business or transactions which the Company is authorized to carry on, or engage in any business or transactions capable of being so conducted as directly or indirectly to benefit the Company, and to lend money or purchase or otherwise acquire all or any part of the business, properties, assets, and liabilities, and to guarantee the contracts of or otherwise assist, to take or otherwise acquire, share any securities of any such Company, society, or partnership or person, and to sell, hold, re-issue, or otherwise deal with the same.
- (j) To borrow or raise money by the issue of debentures, debenture stock, bonds, mortgages, or other securities founded or based upon all or any of the property and rights of the Company, including the capital, or without any such security upon such terms of priority or otherwise, as the Company shall think fit.
- (k) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on any business which the Company is authorized to carry on or possessed of property suitable for the purposes of this Company.
- (l) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (m) To do all such other things as are incidental or conducive to the attainment of the above objects.

4. The liability of Shareholders is limited.

5. The nominal capital of the Company is Rupees 300,000, divided into 30,000 shares of Rupees 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 out opposite our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
V. L. FRADD, by her attorney L. C. W. FRADD, Nuwara Eliya	One
E. T. MUGFORD, Ferguson road, Colombo	One
C. M. YOUNG, Tangana House, Fort, Colombo	One
L. V. SMITHER, Ferguson road, Colombo	One
H. J. L. PERERA, Nattandiya Mills, Nattandiya	One
B. H. PREENA, Ward Place, Colombo	One
LESLIE MACK, Bambalapitiya, Colombo	One
Total number of Shares taken	<u>Seven</u>

Witness to the above signatures at Colombo, this Twenty-sixth day of October, 1922:

PIET MACK,  
Proctor, Supreme Court, Colombo.

## ARTICLES OF ASSOCIATION OF CEYLON PRODUCTS, LIMITED.

It is agreed that :—

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

## INTERPRETATION.

3. *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, viz:—

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

“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 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” with regard to a Shareholder 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, inclusive of any Life-director or Directors.

“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.

“Person” 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.

“Month” means a calendar month.

“Seal” means the Common Seal of the Company.

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

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

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

“Holder” means a Shareholder.

## BUSINESS.

4. *Commencement of Business*.—The Company may proceed to carry out the objects for which it is established and to employ and apply its capital immediately upon the registration of the Company, or as soon thereafter as the Directors in their discretion shall think fit.

5. *How Business to be carried on*.—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 to carry out the several objects set out in the Memorandum, it shall be no objection that any vendor is in a fiduciary position to the Company, nor shall any claim be made on any of the vendors on any such ground. Every Shareholder of the Company present or future shall be deemed to have joined the Company on this basis.

## CAPITAL.

6. *Nominal Capital*.—The nominal capital of the Company is Rs. 300,000, divided into 30,000 ordinary shares of Rs. 10 each.

## SHARES.

7. *Allotment and Issue*.—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares and may add to such shares 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 estate 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.

8. *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 shares.

9. *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.

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

11. *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.

12. *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.

13. *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 holders 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.

14. *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.

15. *Liability of Joint Holder.*—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.

16. *Trusts or an Interest in Share other than that of Registered Holder or of any Person under Clause 37 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 37 to become a Shareholder in respect of any share.

#### INCREASE OF CAPITAL.

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

18. *Issues 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 as regards dividends, voting, or otherwise 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 in 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.

19. *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, goods, articles, rights, or interests purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

20. *Part of 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, transfers, transmissions, forfeiture, lien, surrender, and otherwise.

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

21. *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.

22. *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.

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

24. *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 may 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.

25. *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.

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

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

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

29. *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.

30. *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.

31. *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 has a lien or otherwise; or to any person not approved of by them.

32. *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 declination shall be absolute.

33. *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 power vested in them by Articles 31, 32, and 34, shall register the transferee as Shareholder and retain the instrument of transfer.

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

35. *Directors not bound to inquire as to the Validity of Transfer.*—In no case shall the Directors be bound to enquire into the validity, legal effect, or genuineness of any instrument or 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.

36. *Transfer Books when to be closed.*—The transfer books may be closed during the fourteen days immediately preceding such 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 thirty days in any one year.

#### TRANSMISSION OF SHARES.

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

38. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator or any minor Shareholder, any Manager of a lunatic Shareholder, or any persons 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 his title as the Company thinks sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares 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.

39. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 38 shall not, from any cause whatsoever, within two years 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 two years 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 by 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 as a lien on the shares so sold, shall be paid to the person entitled thereto.

#### SURRENDER, LIEN, AND FORFEITURE OF SHARES.

40. *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.

41. *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, manager of a lunatic, or curator of a minor requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum from the date when such payment fell due, and all the expenses that may have been incurred by the Company by reason of such non-payment.

42. *Terms of Notice.*—The notice shall name a day (not being less than 14 days from the date of the notice) on, and a place or places at, which such call or instalment and such interests and expenses as aforesaid are to be paid; the notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

43. *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.

44. *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.

45. *Surrender or forfeited Shares to be the Property of the Company, and may be sold.*—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.

46. *Effect of surrender or forfeiture.*—The surrender or forfeiture of a share shall involve the extinction of all the 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, save only such of those rights (if any) as by these presents are expressly excepted.

47. *Certificate of Surrender or Forfeiture.*—A certificate in writing under the hands of two of the Directors or of one of the Directors and the Secretary that a share has been duly surrendered or forfeited, stating the time when it is 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, 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 the forfeiture or sale.

48. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date of such forfeiture 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 has been made, but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 45 hereof shall be redeemable after sale or disposal.

49. *Company's Lien on Shares.*—The Company shall have a first charge or 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 than one, the Company shall be entitled to the said charge or lien in respect of any money due to the Company from any of such persons. The Directors may decline to register any transfer of shares subject to such charge or lien.

50. *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 in his bankruptcy, or manager of a lunatic, or curator of a minor requiring him or them to pay the amount for the time being due to the Company, and



default shall have been made for twenty 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, ninety days' notice shall be allowed him.

51. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 45 and 50 hereof shall be applied in or towards the satisfaction of such debts, liabilities, or engagements, and the residue (if any) shall be paid to such Shareholder or his representative.

52. *Certificate of Sale.*—A certificate in writing under the hands of two of the Directors or of one of the Directors and the Secretary, that the power of sale given by clause 50 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts.

53. *Transfer on Sale how executed.*—Upon such sale two of the Directors or one of the Directors and the Secretary 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.

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

55. *Modification of Rights and Consent.*—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 a special resolution passed at a meeting of such holders, consent on behalf of all the holders of shares of that 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 that class of shares; and such resolution shall be binding upon all the holders of shares of that 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.

56. *Meetings 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 Shareholders personally present and entitled to vote at the meeting.

#### CALLS.

57. *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.

58. *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 clause.

59. *Extension of Time for payment of Call.*—The Directors shall have power in their 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.

60. *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 become due, shall pay interest for the same at the rate of 9 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum payable as interest under the clause.

61. *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 due on his share beyond the sum actually called up.

#### BORROWING POWERS.

62. The Directors shall have the power to procure from time to time such temporary advances or loans as they may find necessary or expedient for the purpose of carrying out the objects of the Company and extending the business of the Company in keeping with the objects set out in These Presents on condition that they shall, under no circumstances whatsoever, unless sanctioned by a General Meeting, raise money at a higher rate of interest than 12 per cent. per annum; also from time to time, at the discretion of the Directors, to borrow or raise at a rate of interest not exceeding the rate aforesaid from the Directors or other persons any or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of such moneys borrowed or raised shall not without the sanction of a General Meeting exceed the paid-up capital of the Company. With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums and at such rates 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 and assets of the Company (both present and future), including uncalled capital and 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 debenture, 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 at par or at a premium or at a 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 to by two or more of the Directors or by one Director and the Secretary to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

## MEETINGS.

63. *General Meetings.*—The first General Meeting of the Company shall be held at such time, not being before twelve months from the date of incorporation of the Company, and at such place as the Directors may determine.

64. *When subsequent General Meetings to be held.*—Other 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, then at such time and place as may be determined by the Directors.

65. *Distinction between Ordinary General and Extraordinary General Meeting.*—The General Meetings referred to in the last preceding clause shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

66. *When Extraordinary General Meeting to be held. Requisition.*—The Directors may, whenever they think fit, and they shall, on the written requisition of the holders of not less than one-tenth part of the shares of the Company for the time being subscribed for, forthwith proceed to convene an Extraordinary General Meeting of the Company, and in the case of such requisition the following provisions shall have effect:—

- (1) The requisition must state the objects of the meeting, and must be signed by the requisitionists and deposited at the office, and may consist of several documents in like form, each signed by one or more requisitionists.
- (2) If the Directors of the Company do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists or a majority of them in value may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit of such requisition.
- (3) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and if thought fit, of confirming it as a special resolution; and if the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists or a majority of them in value may themselves convene the meeting.
- (4) Any meeting convened under this clause by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

67. *Notice of Meeting.*—Seven clear days' notice to the Shareholders specifying the place, day, and hour of meeting, and, in case of such special business, the general nature of such business, shall be given by advertisement in the *Ceylon Government Gazette* or by notice sent by post or otherwise served as hereinafter provided for.

68. *Two Meetings convened by one Notice.*—Where it is proposed to pass a special resolution, 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 on the resolution being passed by the requisite majority at the first meeting.

69. *As to Omission to give Notice.*—The accidental omission to give any such notice to any of the Shareholders shall not invalidate any resolution passed at any such meeting.

## PROCEEDINGS AT A GENERAL MEETING.

70. *Business of Ordinary Meeting. Special Business.*—The business of an Ordinary Meeting other than the first one shall be to receive and consider the Profit and Loss Account, the Balance Sheet, and the Reports of the Directors and of the Auditors, to elect Directors and other officers in the place of those retiring by rotation, to declare dividend, and to transact any other business which, under these presents, ought to be transacted at an Ordinary Meeting. All other business transacted at an Ordinary Meeting and all business transacted at an Extraordinary Meeting shall be deemed special.

71. *Quorum.*—Three Shareholders personally present shall be a quorum for a General Meeting for the choice of Chairman, the declaration of a dividend and the adjournment of the meeting and for all other purposes.

72. *Quorum to be present when Business commenced.*—No business shall be transacted at any General Meeting unless the quorum requisite shall be present at the commencement of the business.

73. *The Chairman of General Meeting.*—The Chairman of the Directors shall be entitled to take the chair at every General Meeting, or if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the Shareholders present shall choose another Director as Chairman, and if no Director be present, or if all the Directors present decline to take the chair, then the Shareholders present shall choose one of their number to be Chairman.

74. *When, if Quorum not present, Meeting to be dissolved, and when to be adjourned.*—If within one hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid, 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.

75. *How Questions to be decided at Meeting. Casting Vote.*—Every question submitted to a meeting shall be decided, in the first instance, by a show of hands, and in the case of an equality of votes, the Chairman shall, both on a show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a Shareholder.

76. *What is to be Evidence of the passing of a Resolution.*—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 the clause may be exercised by the proxy or attorney of any Shareholder duly appointed in that behalf.

## POLL.

77. *Poll.*—If a poll is demanded by some Shareholder or his proxy or attorney, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs, and either at once or after an interval of adjournment or otherwise; and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall be taken may be entitled as a Shareholder or proxy or attorney, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.

78. *Power to Adjourn General Meeting.*—The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same 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.

79. *In what Cases Poll taken without Adjournment.*—Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.

80. *Business may proceed notwithstanding demand of a Poll.*—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.

## VOTES OF SHAREHOLDERS.

81. *Votes of Shareholders.*—On a show of hands every Shareholder present in person shall have one vote, and upon a poll every Shareholder present in person or by proxy or by attorney shall have one vote for every share held by him. Where a corporation being a Shareholder is present by a proxy or by attorney who is not a Shareholder, such proxy or attorney shall be entitled to vote for such corporation on a show of hands.

82. *Votes in respect of Shares of Deceased and Bankrupt Shareholders.*—Any Shareholder entitled under the transmission clause (*supra* Clause 38) to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

83. *Joint Holders.*—Where there are joint registered holders of any shares, any one of such Shareholders may vote at any Meeting, either personally or by proxy or by attorney, in respect of such share as if he were solely entitled thereto; and if more than one of such joint holders be present at any meeting, personally or by proxy or by attorney, that one of the said persons so present whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof or those so present shall respectively be entitled to an equal part of the votes conferred by the joint holding. Several administrators or executors of a deceased Shareholder in whose name any share stands shall for the purpose of this clause be deemed joint holder thereof.

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

85. *Instrument appointing Proxy to be in Writing.*—The instrument appointing a proxy shall be in writing, under the hand of the appointor or of his attorney, or, if such appointor is a corporation, under its common seal or the hand of its attorney. No person shall be appointed a proxy who is not a Shareholder of the Company and qualified to vote, save that a corporation being a Shareholder of the Company may appoint as its proxy one of its officers, though not a Shareholder of the Company.

86. *And to be deposited at Office.*—The instrument appointing a proxy (and the power of attorney, if any, under which it is signed) shall be deposited at the office not less than forty-eight hours before the time for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

87. *Holders of Share Warrants not to vote by Proxy. Form of Proxy.*—Every instrument of proxy, whether for a specified meeting or otherwise, shall, as nearly as circumstances will admit, be in the form or to the effect following:—

*Ceylon Products, Limited.*

I, the undersigned, \_\_\_\_\_, of \_\_\_\_\_, being a Shareholder of Ceylon Products, Limited, hereby appoint \_\_\_\_\_, of \_\_\_\_\_, or failing him, \_\_\_\_\_, of \_\_\_\_\_, or failing him, \_\_\_\_\_, of \_\_\_\_\_ as my proxy, to vote for me and on my behalf at the (Ordinary or Extraordinary, as the case may be) General Meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_, and at any adjournment thereof:

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_.

Signed by the said \_\_\_\_\_ in the presence of \_\_\_\_\_.

88. *No Shareholder entitled to Vote, &c., while Call due to Company.*—No Shareholder shall be entitled to be present, or to vote on any question, either personally or by proxy or by attorney or as proxy for another Shareholder, at any General Meeting, or upon a poll, or be reckoned in a quorum, whilst any call or other sum shall be due any payable to the Company in respect of any of the shares of such Shareholder.

## DIRECTORS.

89. *Number of Directors.*—The number of Directors shall never be less than two nor more than five, inclusive of the Life-Director hereinafter referred to. 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 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.

90. *Life-Director.*—Violet Loraine Fradd of Nuwara Eliya, Ceylon, shall be a Life-Director of the Company until she resigns office, or dies, or cases to hold at least shares of the value of Rs. 10,000, and while she retains the said office she shall have authority to exercise all powers, authorities, and discretion by these presents expressed to be vested in the Directors generally, and all other Directors, if any, for the time being of the Company shall be under her control, and shall be bound to conform to her directions in regard to the Company's business.

91. *Powers of Life-Director.*—The said Violet Loraine Fradd, while she holds the office of Life-Director, may from time to time and at any time appoint any other person or persons to be the Director or Directors of the Company, and may define, limit, and restrict their powers, and may fix and determine their remunerations and duties, and may at any time remove any Directors howsoever appointed, and may at any time convene a General Meeting of the Company. Every such appointment or removal must be in writing under the hand of the said Life-Director.

92. *Resignation of Life-Director.*—If the said Life-Director shall resign her office, she shall have power to appoint any other person Life-Director, provided that person, within three months of such appointment, holds shares of the value of Rs. 10,000 in his or her name.

93. *Death of Life-Director.*—If the said Life-Director dies while she holds such office, she may, by will or codicil thereto, appoint any person to be Life-Director in her place, and such nominee shall, within three months of assuming office of Life-Director, qualify himself duly with regard to the holding and obtaining in his name shares of the value of Rs. 10,000.

94. *Powers of Nominee of Life-Director.*—In the case of the appointment of such a Life-Director by the said Violet Loraine Fradd, either on her resigning office or by will or codicil to take effect after her death, such Life-Director shall be vested with all the powers which the said Violet Loraine Fradd exercised during the period she held such office.

95. *Saving Clause.*—Nothing in these articles contained to the contrary shall derogate or take away from the powers granted to the Life-Director by the Clauses Nos. 90, 91, 92, 93, and 94 of these Articles.

96. *First Directors.*—The persons hereinafter named shall be the first Directors, that is to say:—

(1) Violet Loraine Fradd, Nuwara Eliya, Ceylon. Life-Director as aforesaid.

(2) E. T. Mugford, Ferguson Road, Colombo, Ceylon.

97. *Powers of Directors to appoint Additional Directors.*—The Directors shall have power at any time, and from time to time, to appoint any qualified person as a Director, either to fill a casual vacancy or as an addition to the board, but so that the total number of Directors so appointed shall hold office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

98. *Qualification of Directors.*—The qualification of a Director shall be the holding of one share in the Company of the nominal value of Rs. 10.

99. *First Directors. Qualification as to.*—A first Director may act before acquiring his qualification, but shall in any case acquire the same within one month from his appointment; and unless he shall do so, he shall be deemed to have agreed to take the said share from the Company, and the same shall be forthwith allotted to him accordingly.

100. *Remuneration of Directors.*—The Directors shall be paid out of the funds of the Company by way of remuneration for their services a sum to be fixed by the Company in General Meeting from time to time, and such remuneration shall be divided among them in such proportions and manner as the Directors may determine.

101. *Directors may act notwithstanding Vacancy.*—The continuing Directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum above fixed, the Directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.

102. *When Office of Director to be vacated.*—The office of a Director, but not that of Life-Director, shall *ipso facto* be vacated—

- (a) If he accepts or holds any other office or place of profit under the Company, except that of Managing Director, Manager, or Departmental Manager, or Superintendent, or Secretary, or Treasurer, or Visiting Agent. But the position of trustee of a deed for securing debentures or debenture stock of the Company, or of solicitor, or banker is not to be considered an office or place of profit.
- (b) If he becomes bankrupt or suspends payment or compounds with his creditors.
- (c) If he is found lunatic or becomes of unsound mind.
- (d) If he ceases to hold the required amount of shares or stock to qualify him for office or do not acquire the same within two months after election or appointment.
- (e) If he is concerned or interested in or participates in the profits of any contract with or work done for the Company; but no Director shall vacate his office by reason of his being a member of any Company which has entered into contracts with or done any work for this Company, or which is concerned in or participates in the profits of any contract with the Company. Nevertheless, he shall not vote in respect of any contract in which he is so interested.
- (f) If by notice in writing to the Company he resigns.
- (g) If he is requested in writing by all his Co-Directors to resign.

103. *Directors may contract with Company.*—No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract, or any contracts or arrangements entered into by or on behalf of the Company in which any Director shall be in any way interested, be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contractor or arrangement by reason of such Director holding that office or the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the Director at which the contract or arrangement is determined on, if his interest still exists, or in any other case at the first meeting of the Directors, nor shall he as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid.

104. *Directors may become Directors of other Companies promoted by this Company.*—A Director of this Company may be or become a Director of any company in which it may be interested as a vendor, Shareholder, or otherwise, and no such Director shall be accountable for any benefits received as Director or Shareholder of such Company.

#### ROTATION OF DIRECTORS.

105. *Rotation and Retirement of Directors.*—At the Ordinary General Meeting to be held in the year 1924 and at every succeeding Ordinary General Meeting, one-third of the Directors, or if their number is not a multiple of three, then the number nearest to, but not exceeding one-third, shall retire from the office.

106. *Which Directors to retire.*—The one-third, or other nearest number, to retire at the Ordinary Meeting to be held in the year 1924 shall, unless the Directors agree among themselves, be determined by lot; in every subsequent year the one-third, or other nearest number who have been longest in office shall retire. As between two or more who have been in office an equal length of time the Director to retire shall, in default of agreement between them, be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office. A retiring Director shall be eligible for re-election.

107. *Meeting to fill up Vacancies.*—The Company at General Meeting at which any Directors retire in manner aforesaid shall fill up the vacated offices by electing a like number of persons to be Directors and without notice in that behalf may fill up any other vacancies.

108. *Retiring Directors to remain in Office till Successors appointed.*—If at any General Meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up, shall, if willing, continue in office until the Ordinary Meeting in the next year, and so on from year to year until their places are filled up, unless it shall be determined at such meeting to reduce the number of Directors.

109. *Power for General Meeting to increase or reduce Number of Directors.*—The Company in General Meeting may from time to time increase or reduce the number of Directors and may alter their qualification and may also determine in what rotation such increased or reduced number is to go out of office.

110. *When Candidates for Office of Director must give Notice.*—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 duly signed, signifying his candidature for the office, or the intention of such Shareholder to propose him.

#### POWERS OF DIRECTORS.

111. *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 with the assistance of a Secretary or Secretaries of the Company to be appointed by the Directors for such period and on such terms as they shall determine, and the Directors may pay out of the funds of the Company all costs and expenses, preliminary as well as otherwise, paid or incurred in or about the formation and the registration of the Company and in connection with the placing of the shares of the Company.

112. *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, right, options, or tools, implements, machinery, mills, produce of all kinds, whether manufactured or otherwise, or any other article or rights, 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 make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents,

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

113. *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.

114. *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.

115. *General Powers.*—The Directors shall carry on the business of the Company on such manner as they 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 to do all such acts and things as are or shall be 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 taken to be limited by any clause conferring any special or expressed power.

116. *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):—

- (a) 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.
- (b) To refer any claims or demands by or against the Company to arbitration, and to observe and perform the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands of 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 immediately required for the purposes thereof, upon such securities and in such manner as they 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) 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 boards, or any managers or agents, and to fix their remuneration.
- (g) 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 or/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.

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

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

119. *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.

120. *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 any equality of votes the Chairman thereof shall have a casting vote, in addition to his vote as a Director.

121. *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 power 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 other 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. *Acts of Board or Committee valid notwithstanding informal appointment.*—The acts of the Board or 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.

123. *Regulations 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 regulations imposed by the Board.

124. *Resolutions in Writing by all the Directors as valid as if passed at 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 no fewer than two Directors shall sign it.

125. *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) All appointments of officers and committees made by the Directors.
- (b) Of the name 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 resolution 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.

126. *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 minutes 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 the Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual or 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.

127. *Custody of the Seal.*—The Directors shall provide for the safe custody of the seal, and the seal shall never be used except in the presence of one Director at least, who shall sign every instrument to which the seal is affixed.

#### AUTHENTICATION OF DEEDS AND DOCUMENTS.

128. *Authentication of Deeds.*—All deeds executed on behalf of the Company may be in such form as the Directors shall think fit, and in addition to being sealed with the seal of the Company, shall be signed by at least two Directors.

129. *Authentication of Documents.*—All bills of exchange, cheques, promissory notes, and other negotiable instruments, shipping documents, and receipts shall be accepted, made, drawn, and endorsed for and on behalf of the Company by one Director, and all cheques or orders for payment shall be signed by one Director, and all other documents shall be signed by at least one Director.

#### ACCOUNTS.

130. *Accounts to be kept.*—The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place, and of the assets, credits, and liabilities of the Company.

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

132. *Statement of Account 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 to the end of the same period.

133. *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 to the Shareholders, and the statement, report, and balance sheet to be signed by the Directors.

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

#### DIVIDENDS AND RESERVE FUND.

135. *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 to the Shareholders in proportion to the amounts paid on their shares, but no dividend shall be payable except out of net profits.

136. *Interim Dividends.*—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 to the Shareholders.

137. *Reserve Fund.*—The Directors may set aside out of the profits of the Company such a sum or sums as they think proper as a reserve fund, subject to the approval of the Company in General Meeting, 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.

138. *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 working the business of the Company, or for repairing or maintaining or extending the buildings and premises, or for 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.

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

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

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

142. *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.

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

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

145. *Joint Holders other than a Firm.*—Every dividend 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.

146. *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.

147. *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 employee of the Company shall, during his continuance in office, be eligible as auditor.

148. *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 offices until the first Ordinary General Meeting after their respective appointments or until otherwise ordered by a General Meeting.

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

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

151. *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 Meeting, or if any casual vacancy 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.

152. *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.

153. *Company's Accounts to be open to Auditors for audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be open to the Auditors for the purposes of audit.

#### NOTICES.

154. *Notice how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of one or more of the Directors or Secretary or other person appointed by the Board to do so.

155. *Shareholders to register Addresses.*—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.

156. *Service of Notices.*—Notice may be served by the Company upon a 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 Company their own or some other address in Ceylon.

157. *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.

158. *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 book of the leaving or sending by post of any notice at or to such address shall be sufficient evidence thereof, and no further evidence shall be necessary.

159. *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.

#### EVIDENCE.

160. *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.

161. *Purchase of Company's Property by Shareholders.*—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 conferred upon them.

162. *Distribution.*—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfactions 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.

163. *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 has hereunto set and subscribed their names at Colombo this 26th day of October, One thousand Nine hundred and Twenty-two.

V. L. FRADD, by her attorney L. C. W. FRADD.

E. T. MUGFORD.

C. M. YOUNG.

L. V. SMITHER.

H. J. L. PERERA.

B. H. PREENA.

LESLIE MACK.

Witness to the above signatures :

PIET MACK,

Proctor, Supreme Court, Colombo.

[First Publication.]

#### The Richlands Ceylon Tea Estates, Limited.

NOTICE is hereby given that the Seventh Annual General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, No. 19, Queen street, Fort, Colombo, on Wednesday, November 29, 1922, at noon.

#### Business.

1. To receive the report of the Directors and the accounts for the season ended September 30, 1922.
2. To elect a Director.
3. To declare a dividend.
4. To appoint Auditors for the current season, 1922/23, and to transact any other business that may be properly brought before the Meeting.

The Share Transfer Books of the Company will be closed from November 23 to November 29, 1922, both days inclusive.

By order of the Directors,  
HENDERSON & Co.,

Colombo, November 16, 1922. Agents and Secretaries.

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

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 Monday, November 27, 1922, at 11 A.M., for the purpose of considering and, if thought fit, passing, in terms of Articles 7 and 110 of the Company's Articles of Association, the sub-joined resolution:—

"That the Directors be and they are hereby authorized to sell as on and from January 1, 1923, the Company's Cleveland estate, in extent 333 acres more or less, at or for the price or sum of Three hundred and Twenty-five thousand Rupees (Rs. 325,000), free of all encumbrances, and upon such other terms and conditions and in such manner as the Directors shall think fit, and for giving effect to such sale to sign and execute all agreements, contracts, transfers, and other deeds and documents as may be necessary or proper, and to do all other acts, deeds, matters, and things necessary in the premises."

By order of the Directors,  
WHITTALL & Co.,

Colombo, November 15, 1922 Agents and Secretaries.

#### Auction Sale of Valuable Property at Slave Island.

BY virtue of a commission issued to me from the District Court of Colombo in testamentary proceedings No. 960 of the said Court, I will sell by public

auction on Saturday, December 9, 1922, at 4 P.M., at the spot—

Divided portion of land and premises, with buildings and plantations thereon, bearing assessment No. 499A/37, situated at Union place, Slave Island, in Colombo, in extent 5 52/100 perches.

For particulars apply to—

No. 109, Hulftsdorp. A. AMIT,  
Auctioneer and Broker.

#### Auction Sale under Mortgage Decree.

A Valuable Property, situated at Prince street, in the Pettah of Colombo.

UPON commission issued to me by the District Court of Colombo in case No. 6,642, I shall sell by public auction, at the spot, on Saturday, December 16, 1922, at 5 P.M., the following property:—

All those twenty-nine undivided sixtieth parts or shares, together with twenty-nine undivided sixtieth parts or shares of and in all the buildings now standing or at any time hereafter to be erected therein of all that and those the property and premises formerly bearing assessment No. 22 and previously No. 24, but now No. 27, quite recently No. 27/360, situated and lying at Prince street, in the Pettah Ward, within the Municipality and District of Colombo, Western Province in the Island of Ceylon; and bounded or reputed to be bounded on the north by premises bearing assessment Nos. 39 and 40, Keyzer street, of I. L. M. Isudeen, on the east by the Metropolitan Hotel and the Holy Emmanuel Church, on the south by Prince street, on the west by premises bearing assessment No. 32, Second Cross street, of Meera Saibo, and No. 26, Prince street, belonging to the estate of H. Don Carolis; and containing in extent 18½ perches according to the figure of survey dated September 20, 1902, and made by Francis M. Perera, Fiscal's Licensed Surveyor, held and possessed under and by virtue of a deed No. 26, dated January 16, 1919, attested by Victor Ariyanayagam Paul of Jaffna, Notary Public, registered A79/220 in the Colombo District Land Registry, together with all the appurtenances whatsoever to the said property and premises belonging or anywise appertaining or held to belong or be appurtenant thereto or used or enjoyed therewith, and all the estate, right, title, interest, property, claim, and demand whatsoever of the 1st, 2nd, 3rd, and 4th defendants in, to, upon of the same.

For particulars please apply to C. Sevāprakasam, Esq., Proctor, Supreme Court, and Notary Public, Colombo, or—

FRANCIS F. KRISHNAPILLAI,  
Auctioneer and Broker.

No. 119, Hulftsdorp street, Colombo.  
Phone No. 1441.



**Sale by Auction under Mortgage Decree.**

A Valuable Property at Moratuwa on December 9, 1922,  
at the spot, at 5 p.m.

ALL those three contiguous portions of lands called Madangahawatta and Kotuwewatta, with all the trees, plantation and buildings standing thereon, situated at Idama in Moratuwa under the Palle pattu of Salpiti korale in the District of Colombo, Western Province; and bounded on the north and west by the land belonging to Girigoris Silva, on the east by the lands belonging to Girigoris Silva and Maththea Silva, and on the south by the cart road; containing in extent 35 13/100 square perches, together with all the appurtenances, rights, and easements thereof or thereunto in anywise belonging or appertaining or used or enjoyed therewith or reputed or known as part or parcel thereof and all the estate, right, title, interest, claim, and demand whatsoever of the said Balapuwaduge Georgiana, Monica Mendis, in, to, upon, or out of the same.

Upon commission issued to me by the District Court of Colombo in case No. 6,665, I shall sell by public auction the above property.

Further particulars from C. Sevaprakasam, Esq., Proctor, Supreme Court, and Notary, Colombo, or—

FRANCIS F. KRISHNAPILLAI,  
Auctioneer and Broker.

No. 119, Hulftsdorp street, Colombo,  
Phone 1441.

**Auction Sale of Valuable Coconut and Rubber Properties in the District of Kalutara, under Mortgage Decree, in Case No. 3,569/1921, of the District Court of Colombo.**

UNDER and by virtue of the decree entered in this case and the commission issued to me, I shall put up for sale by public auction on Saturday, December 16, 1922, commencing at 4 P.M., at the respective spots—

(1) All that land called Delgahawatta *alias* Godapora-gahawatta; marked letter A in the survey plan No. 1,106, and with the trees and buildings standing thereon, situated at Kehelwatta, in Panadurebadda in Panadure totamune, in the District of Kalutara, Western Province, containing in extent of about 12 acres, 2 roods, and 8 3/4 perches.

(2) All those five contiguous lands of Weliwatta *alias* Pusselgala, Dolewattaowita, Pusselgahalanda, Hunyakkale-gawatta *alias* Pusselgalawatta, situated at Kelhelwatta aforesaid, containing in extent about 7 acres and 2 roods, together with the factories, tools, machinery, dead and live stock thereon, and all the defendant's right, title, and interest in and to the aforesaid several lands.

For further particulars apply to John Leopold Perera, Esq., Proctor, Supreme Court, or to me:

A. V. PERERA,  
115/15, Hulftsdorp, Colombo. Auctioneer and Broker.

**Auction Sale.**

BY virtue of a commission issued to me by the District Court of Colombo in case No. 5,482, I shall sell by public auction on Saturday, December 16, 1922, at the spot, at 4 P.M.—

Premises formerly No. 85, Bambalapitiya, presently No. 85, Wellawatta, with the big and substantially built house and plantations standing thereon, situated within the Municipality of Colombo, Western Province.

For further particulars apply to J. H. Rasiah Joseph, Esq., Proctor, Dam street, Colombo.

98, Dam street, S. R. SELVAM JOSEPH,  
Colombo, November 18, 1922. Auctioneer and Broker.

**Auction Sale under Partition Decree.**

In the District Court of Kalutara.

UNDER the Partition Ordinance, in case No. 9,276 of the District Court of Kalutara, I, the undersigned commissioner appointed by the District Court of Kalutara, shall put up for sale by public auction, at the spot, on Saturday, November 18, 1922, at 2.30 P.M., to wit:—

An allotment of land called Indipputantiriyawatta, situated at Suwandachchimulla in Paiyagala; and bounded

on the north by the Lewela, on the east by Ganga, on the south by Kottangahaliyadda and land belonging to the late D. C. B. Abeyawardena, and on the west by Liyangewatta and Pansalawatta; containing in extent 1 acre 2 roods and 1 perch.

The above property will be first put up for sale among the co-owners thereof at the appraised value, and if no co-owners shall bid for the same, it will immediately thereafter be put up for sale by public auction to the highest bidder.

For further particulars please apply to Messrs. Wijemanna & Ismail, Proctors, Supreme Court, Kalutara, or to me, the undersigned auctioneer:

B. D. PIERIS,  
Kalutara, November 9, 1922. Auctioneer.

**Auction Sale of Valuable Properties in Ulapane.**

UNDER mortgage decree in D. C., Kandy, case No. 29,998 entered in favour of the plaintiff, Mr. C. H. Miller of Nawalapitiya, against the defendants, Welwita Aratchige Lisahamy and three others, all of Ulapane, I shall sell by public auction, at Ulapane, at 12.15 P.M., on Saturday, December 9, 1922—

1. All that divided portion of land, with the buildings bearing assessment No. 178, consisting of two rooms standing thereon, out of the divided eastern portion of the two adjoining lands called Pasbageyagekumbura of 5 lahas paddy sowing, which said divided portion of land, with the boutique No. 178 standing thereon, is in extent about 2 1/2 lahas paddy sowing, situate at Ulapane in Ganga Ihala korale, Udapalata, Kandy District.

2. All that undivided 17/20 shares out of Dumbara Gammeddewatta *alias* Berawayapalawatta, situate at Ulapane aforesaid, with the buildings bearing assessment Nos. 175, 176, and 177 standing thereon, in extent about 3 kurunies paddy sowing, or 3 1/2 square perches.

3. An undivided 7/20 shares of the field called Udupitiyakumbura of 1 amunam paddy sowing, extent, situate at Ulapane aforesaid.

4. An undivided 7/10 of an undivided 3/4 share of the northern 2 pelas of Palle-edanduwekumbura, situate at Tembiligalla in Ganga Ihala korale aforesaid.

5. An undivided 1/4 share of the western 3 lahas of Edanduwekumbura, situate at Tembiligalla aforesaid.

For further particulars apply to Messrs. Jonklaas & de Vos, Proctors, Gampola, or to—

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

**Auction Sale.**

In the District Court of Galle.

Diyatotuwe Vidanage David de Silva of Koggala. Plaintiff  
No. 19,104. Vs.

Rosalin Cicilia Abeywardene Uluwita of Habaraduwa. Defendant.

BY virtue of a commission issued to me in the above case for the recovery of the sum of Rs. 2,662, together with interest thereon at the rate of 9 per cent. per annum from April 27, 1922, and costs of suit, I shall sell by public auction, on Saturday, December 9, 1922, commencing at 2 P.M., at the spots—

1. All that undivided 1/4 part of the fruit trees and soil of all that land called Nelimuddaragewatta, together with an undivided 1/2 of the planter's undivided 1/2 share of the fruit trees of the 2nd plantation and the undivided planter's 1/2 share of the fruit trees of the 3rd plantation (made by the late William Desayas Uluwita, Muhandiram of Habaraduwa, deceased) on the undefined portion of land lying between the rail road and the high road of the said land and the 5 carpenter's cubits cadjan thatched house (built by the said Muhandiram) standing thereon, situated at Habaraduwa in Talpe pattu of the Galle District; and bounded on the north by Rambudapittaniya *alias* Samuddapittaniyadeniya and Hena, east by Bandaraagewatta, south by the seashore, and on the west by Wadigewatta; containing in extent about 3 acres.

2. All the fruit trees and soil and everything else of the land called Kekulawatta *alias* Bandaragewatta, situated at Habaraduwa aforesaid; and bounded on the north by Talpegodawaturabasna-ela, east by Kekulawatta, south by the high road from Galle to Matara, and on the west by Nelimuddaragewatta; containing in extent about  $\frac{1}{2}$  an acre.

Galle, November 7, 1922. N. DAVID DIAS,  
Licensed Auctioneer.

#### Auction Sale.

In the District Court of Matara.

Arnolis de Silva Balasuriya Liyana Arachchi of Nupe,  
Matara ..... Plaintiff.

No. 9,881. Vs.

Don Adiriyana Abeywardhana Wickremasingha of  
Kongala ..... Defendant.

UNDER and by virtue of decree entered in the above case and the commission issued to me, I shall sell by public auction at the office of W. Balasuriya, Esq., Proctor, Supreme Court, Matara, at 1 P.M., on Friday, December 1, 1922, the following property, to wit:—

1. All that field called Amunegodamulana, situate at Yatiyana in Gangaboda pattu of the Matara District, and containing in extent 7 amunams of paddy sowing.
2. All the fruit trees and soil of the land called Awariyehena appearing in plan No. 182,445, situated at Pananwela in Kandaboda pattu of the Matara District, and containing in extent 4 acres 3 roods and 14 perches.
3. All the fruit trees, citronella plantation, and soil of the land called Pupulawelmandiyehena described in plan No. 172,082, situated at Narawelpita, in Kandaboda pattu aforesaid; and containing in extent 14 acres 1 rood and 32 perches.
4. All the fruit trees and soil of the land called Boraluwehena appearing in plan No. 248,016, situated at Narawelpita aforesaid; and containing in extent 5 acres 3 roods and 3 perches.
5. All the fruit trees and soil of the land called Gorakapolehena appearing in plan No. 226,329, situated at Kirinda, in Gangaboda pattu aforesaid; and in extent 5 acres.
6. All the fruit trees and soil of the contiguous land called Oruwaketuwahena and Thanahenamukalana, situated at Pallewela, in Kandaboda pattu aforesaid; and containing in extent 18 acres 1 rood and 21 perches.
7. All the fruit trees and soil of the land called Mawathahena appearing in plan No. 248,017, situated at Narawelpita aforesaid; and containing in extent 12 acres 1 rood and 31 perches.

Lands No. 1 and 2 will be sold at the risk of the original purchaser, C. A. Wickremasinghe of Kongala.

Matara, November 9, 1922. S. EDIRIWEERA,  
Commissioner.

#### Auction Sale under Mortgage Decree.

In the District Court of Jaffna.

Ponnampalam Subramaniam of Vannarponnai  
West ..... Plaintiff.

No. 17,023. Vs.

(1) Muhamadu Abdul Cader Sultan Abdul Cader, and wife (2) Aiysha Umma of Vannarponnai West, (3) Vaitanther Sinniah, and wife (4) Sethuppillai of Vannarponnai East ..... Defendants.

UNDER and by virtue of a commission issued to me in the above case, and in terms of the decree entered therein, I shall up put for sale by public auction at the spot on Saturday, December 9, 1922, commencing at 10 A.M., for the recovery of the amount stated in the decree in the said action No. 17,023, the following property declared specially bound and executable under the said decree, viz:—

All that piece of land, situated at Vannarponnai West, called Parayady and Paranthan Puliady; containing in extent 6 lachams varagu culture and 13 $\frac{1}{2}$  kulies, with house, well, and cultivated plants; and bounded on the east by lane and road, on the north by the property of Bawa Muhiadeen Muhiadeen Kandu and his sisters, on the west by the

properties of Muhiadeen Nachia, wife of Muhamadu Cousin and Bawa Muhiadeen Muhiadeen and his sister, and on the south by the property of Aiysha Umma, wife of Muhamadu Assesu and bye-lane.

Jaffna, November 7, 1922. R. KANTAIYAH,  
Commissioner.

#### Auction Sale.

In the District Court of Chilaw.

Testamentary In the Matter of the Intestate Estate and Jurisdiction: Effects of Nagudu Marikar Mira Saibo No. 1,416. Marikar, late of Pudukkudirippu, deceased.

Segu Mira Nachchiya of Pudukkudirippu ..... Petitioner.  
And

Wappu Saibo Marikar of Pudukkudirippu and two others ..... Respondents.

UNDER and by virtue of the commission issued to us in the above case, we shall sell by public auction on Saturday, November 25, 1922, commencing at 10.30 A.M., at the respective spots, the under-mentioned lands:—

1. All that  $\frac{1}{2}$  share of the land called Akkaravellikani, situate at Akkaravelli in Aravulundan pattu of the Pittigal korale north in the Chilaw District; containing in extent 2 acres more or less.
2. All that  $\frac{1}{2}$  share of the land called Pattividana-vayeltidel, situate at Pudukkudirippu in the aforesaid pattu, korale, and district; containing in extent about 2 $\frac{1}{2}$  acres.
3. All that  $\frac{1}{4}$  of  $\frac{1}{2}$  share of the land called Vidanavit-taditottam, situate at Pudukkudirippu aforesaid; containing in extent about 5 acres.
4. All that  $\frac{3}{10}$  shares of the field called Kulaiyadekottuwa, situate at Pudukkudirippu aforesaid; containing in extent about 10 parrahs of paddy sowing soil.
5. All that  $\frac{1}{2}$  share of the land called Palayavittadikani, situate at Pudukkudirippu aforesaid; containing in extent about 1 $\frac{1}{2}$  acre.
6. All that  $\frac{1}{2}$  share of the land called Navala-adittom, situate at Pudukkudirippu aforesaid; containing in extent about  $\frac{1}{2}$  an acre.
7. All that 11/30 shares of the land called Madalodai-tottam, situate at Pudukkudirippu aforesaid; containing in extent about 5 acres.
8. All that  $\frac{1}{2}$  share of the land called Assen Mira Lebbetottam, situate at Pudukkudirippu aforesaid; containing in extent about 4 acres.
9. All that  $\frac{1}{2}$  share of the field called Podiualkottuwa, situate at Pudukkudirippu aforesaid; containing in extent about 8 parrahs of paddy sowing soil.
10. All that  $\frac{1}{2}$  share of the field called Kamaleuvayel, situate at Pudukkudirippu aforesaid; containing in extent about 5 parrahs of paddy sowing soil.

Chilaw, November 10, 1922. T. M. CARRIM,  
for the Chilaw Agency, Auctioneers.

#### 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 case No. 6,021, in favour of Ahamado Tamby Abdul Majeed of Ganetenna, against Jayaweeragedare *alias* Jayasthana Mudiyanselage Appuhamy ex-Registrar of Angoda, 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, November 25, 1922, commencing at 10 A.M., to wit:—

1. The field called Mahittarapela of 12 lahas paddy sowing extent; bounded on the east and west by liminary ridge, south by eura, and north by wella, situated at Angoda in Gannawaya pattu of Galboda korale of the Kegalla District.
2. The field called Pahalakumbura of 12 lahas paddy sowing; bounded on the east by Hingul-oya, south by liminary ridge, west by eura, and north by ditch, situated at Angoda, aforesaid.

Kegalla, November 3, 1922. D. S. WICKRAMASINGHE,  
Auctioneer.

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**Auction Sale of Properties at Deliwala, Nandiwala, and Mirihella, 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 case No. 5,959, in favour of Jayasingha Arachchige Sedoris Appuhamy of Arambegama, against Sundarapparumarallage Kiri Banda of Nilwakka, I shall sell by public auction the following property specially bound and executable for the recovery of the amount stated in the decree, on the dates and hours given below, at the respective spots, on Monday, November 27, 1922, commencing at 8.30 A.M., at Deliwala:—

1. An undivided  $\frac{1}{3}$  share out of Ihala Siyambalakumbura of 3 pelas in paddy sowing, situated at Deliwala, in Deyaladahamuna pattu of Kinigoda korale of the Kegalla District.

On the same day at 11 A.M., at Nandiwala.

2. An undivided  $\frac{1}{9}$  share of Rodileggagalagawahena now garden, exclusive of a block of about  $\frac{1}{2}$  an acre below the road, on the western side of 5 acres 2 roods and 25 perches in extent, situated at Nandiwala, in Deyaladahamuna pattu aforesaid.

3. An undivided  $\frac{1}{9}$  share out of Nabirittamukalana, now garden, of 1 rood 26 perches in extent.

On the same day at 11.30 A.M., at Mirihella.

4. An undivided  $\frac{1}{9}$  share of Tumpandurahena of 1 acre in extent, situated at Mirihella in Mawata pattu of Paranakuru korale of the Kegalla District.

D. S. WICKRAMASINGHE,  
Kegalla, November 4, 1922. Auctioneer.

**SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."**

**SPECIFICATION:—Irrigation Works, North-Western Province.**

SUPPLEMENTARY specification showing lands found to be capable of irrigation by Magallewewa, in addition to the specification which appeared in Government Gazette No. 6,083 of November 3, 1905, the names of proprietors, and the contributions payable in respect of each land.

Lands paying an Irrigation Rate which is subject to revision at any time, the present rate being Re. 1 per Acre per Annum.

Preliminary plan 3,827. Village—Danduwwa. Name of allotment of land or field.—Radaliyawelpokunemukalana. Date of Sale.—December 21, 1910.

No.	No. of Lot or Survey Reference.	Name of Owner.	Extent.	Amount sold for.	Amount paid to Date.	Charges for Construction.	Charges for Maintenance.	Amount due.	Area exempted.	Amount exempted.	No. and Date of Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.		
												Rs.	o.	
487..	92	T. M. Ukku Banda and 3 others	13 33	351 0	351 0	—	—	13 96	—	—	—	Rs.	o.	
													13	96

Preliminary plan 4,049.—Village—Danduwwa. Name of allotment of land or field.—Danduwwekele and Budumuttawewela. Date of Sale.—June 5, 1913.

488..	835 to 839	T. M. Menikrala and others of Nikaweratiya	19 1 2	574 50	574 50	—	—	19 27	—	—	—	Rs.	o.	
													19	27

Preliminary plan 542.—Village—Nikaweratiya. Name of allotment of land or field.—Coconut garden.

489..	3754	Appuhamy, ex Arachchi	1 3 25	—	—	—	—	1 91	—	—	—	Rs.	o.	
490..	3754	Dingiramma Kumarihamy	1 2 30	—	—	—	—	1 69	—	—	—	Rs.	o.	
													1	91

Preliminary plan 378. Village—Balagallagama. Name of allotment of land or field.—Diulgahawatta.

491..	J and K 155	Nambivedaralage Ranthami	0 2 32	—	—	—	—	0 70	—	—	—	Rs.	o.	
492..	Do.	Guruwawedalage Kawa Naide	0 1 4	—	—	—	—	0 28	—	—	—	Rs.	o.	
493..	J 155	Punchirallegedera Kapuruhamy	0 1 25	—	—	—	—	0 41	—	—	—	Rs.	o.	
494..	Do.	Kiriya Naide	0 1 11	—	—	—	—	0 32	—	—	—	Rs.	o.	
495..	J and K 155	Kauralage Kapuruhamy	0 1 4	—	—	—	—	0 28	—	—	—	Rs.	o.	
496..	J 155	Binduhamy, ex Vidane	0 1 30	—	—	—	—	0 44	—	—	—	Rs.	o.	
													0	44

Preliminary plan 371. Village—Nikaweratiya. Name of allotment of land or field.—Coconut garden.

497..	E 149	R. B. de Silva	2 0 3	—	—	—	—	2 2	—	—	—	Rs.	o.	
			41 0 39					41 28				Rs.	o.	
													41	28

**SUMMARY.**

	Extent.			Total Amount due.	
	A.	R. P.		Rs.	o.
Correct total area as per previous specification	1,706	2 22	Correct total amount due	1,708	29
Deduct on account of Crown lands specification	733	1 7	Deduct on account of Crown lands	733	97
	973	1 15		974	32
Deduct on account of lands exempted	26	2 17	Deduct on account of lands exempted	26	61
	946	2 38		947	71
Add on account of lands on supplementary specification	41	0 39	Add amount due on supplementary specification	41	28
Area paying rate	987	3 37	Amount recoverable	988	99

Kurunegala Kachcheri,  
February 17, 1922.

F. G. TYRRELL,  
Government Agent.

## SPECIFICATION.—Irrigation Works, Northern Province.

SUPPLEMENTARY specification showing lands found to be capable of irrigation by Periya Olukkulam Tank, in addition to the specification which appeared in *Government Gazette* No. 7,064 of November 14, 1919, the names of proprietors, and the contributions payable in respect of each land.

Lands paying a Rate which is subject to Revision at any time, the present rate being Re. 1 per Acre per Annum.

Preliminary plan 4,461. Name of Allotment of Land or Field—Oyabodakele. Date of Sale—April 25, 1921.

No.	No. of Lot or Survey Reference.	Name of Owner.	Extent.	Amount sold for.		Amount paid to Date.		Amount due.	Area ex-empted.	Amount ex-empted.	No. and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.
				A. R. P.	Rs. c.	Rs. c.	Rs. c.					
50..	4	(1) Sinnatege Punchirale, (2) Velatage Jangurala, (3) Kapuruhamige Pinhami, all of Ulukkulama	8 1 30	204	0..204	0..	8 43	—	—	—	—	8 43
51..	8	(1) Gamanchiralege Kandate, (2) Ukkuralege Puchi Eteni, both of Ulukkulama	8 1 4	200	0..200	0..	8 27	—	—	—	—	8 27

Date of Sale—September 26, 1921.

52..	1	(1) S. Kadiravelate of Periya Olukkulam, (2) A. K. Badderala of Maradamaduwa, (3) K. Velate, (4) V. Menikrala, (5) K. Vannihamy, all of Periya Olukkulam	11 2 17	280	0..280	0..	11 61	—	—	—	—	11 61
53..	2	(1) K. W. Kirimeniki, (2) K. W. Nambirale, (3) K. W. Jangurala, (4) K. Pulunguetanai, (5) K. Tikirale, (6) S. Gunietani, (7) K. Kandate, (8) K. W. Banda, all of Periya Olukkulam	10 0 16	244	0..244	0..	10 10	—	—	—	—	10 10

Preliminary plan 4,757. Name of Allotment of Land or Field—Pahalakatuwela. Date of Sale—September 26, 1921.

54..	1	K. Vannihamy of Periya Olukkulam	2 0 13	56	0..56	0..	2 8	—	—	—	—	2 8
			40 2 0					40 49			40 49	

## AMENDED SUMMARY.

	Extent.	A. R. P.		Amount.
1. Private lands	115	1 2	paying Re. 1 per acre per annum in perpetuity	115 26
2. Do.	79	2 4	paying Re. 1 per acre subject to revision at any time	79 52
	194	3 6		194 78

Mullaittivu Kacheheri,  
September 12, 1922.

J. R. WALTERS,  
Assistant Government Agent.

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

Particulars of Goods conveyed.	Month ended August 31, 1921.	Month ended August 31, 1922.	Increase in 1922.	Decrease in 1922.	Nett Increase or Decrease from October 1, 1920, to August 31, 1922.	
	Tons.	Tons.	Tons.	Tons.	Increase in 1921 to 1922.	Decrease in 1921 to 1922.
Salt	—*	785	785	—	1,623	—
Kerosine oil	523	596	73	—	2,609	—
Rubber	2,968	4,292	1,324	—	2,354	—
Rice	15,818	17,524	1,706	—	—	1,793
Tea	5,484	5,990	506	—	7,255	—
Cacao	87	64	—	23	1,707	—
Coconut produce	14,330	11,780	—	2,550	—	5,461
Fruit and vegetables	1,540	1,852	312	—	665	—
Tea and rubber packing	1,638	1,486	—	152	2,382	—
Plumbago	105	164	59	—	—	380
Bulk petroleum	559	679	120	—	—	42
Liquid fuel	827	1,065	238	—	2,052	—
Manure	4,979	7,256	2,277	—	55,972	—
Other goods	25,549	34,183	8,634	—	22,302	—
Railway material (open line)	10,297	2,907	—	7,390	—	26,627
Railway material (extensions)	757	777	20	—	16,871	—
Breakwater material	1,714	248	—	1,466	—	2,022
Foreign traffic	5,947	3,309	—	2,638	27,386	—
Special Traffic (other Government Departments)	—	5,889	5,889	—	33,645	—
<b>Total</b>	<b>93,122</b>	<b>100,846</b>	<b>21,943</b>	<b>14,219</b>	<b>176,823</b>	<b>36,325</b>

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

Colombo, October 19, 1922.

G. P. GREENE,  
General Manager.

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Colonial Secretary's Office,  
Colombo, November, 1922.

W. E. HOBDAY,  
Government Recordkeeper.

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November, 1922.

H. R. COTTE,  
Government Printer.

**Statement showing the Importation of Rice into the Ports of Ceylon during the Week ended November 11, 1922.**

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Calcutta	17,886
Do.	Coconada	80
Do.	Karachi	3,407
Do.	Karikal	800
Do.	Negapatam	110
Do.	Puri	100
Do.	Rangoon	98,425
Do.	Singapore	136
Do.	Tuticorin	6
Do.	Dhanushkodi	2,792
Galle	Calcutta	3,464
Do.	Coconada	9,082
Do.	Karachi	1,635
KaVts	Adirampatam	50
Jaffna	Coconada	850

(3,504 bags of rice were shipped during the week.)

H. M. Customs, B. G. DE GLANVILLE,  
Colombo, November 14, 1922. for Principal Collector.

**Sale of Plumbago Lease at Karandana.**

NOTICE is hereby given that at 1 P.M. on Friday, December 8, 1922, the Government Agent of the Province of Sabaragamuwa will sell by public auction, at the Ratnapura Kachcheri, the lease of the right to dig plumbago for five years in the under-mentioned Crown land:—

1. The lessee shall pay for the lease the rent of Rs. 75 per acre per annum in advance.

2. The lease will be put up on the above terms to auction at an upset price of Rs. 250 for the whole block for five years.

3. No bidding shall be finally accepted unless the person making the same shall, on being declared the highest bidder, immediately pay to the Government Agent a deposit of 10 per cent. on the amount of his bid, and also unless the said person shall, on being declared the highest bidder as aforesaid, sign the conditions of sale.

4. The purchaser shall pay to the Government Agent of Ratnapura within one month from the day of sale the balance of the purchase money, and in failure thereof the purchase shall be considered void, and the deposit of 10 per cent., together with any other sum paid on account of the land, shall be forfeited.

5. On payment to the Government Agent within the time specified of the whole of the purchase money and one year's rent in full, a lease will be granted to the purchaser.

6. Further information can be obtained from the Government Agent, Ratnapura.

Ratnapura Kachcheri, C. J. DANE LANKTREE,  
October 28, 1922. for Government Agent.

*Land referred to.*

Tennapitamukalana, lot No. 1 in advance extract No. 2 of B. S. P. P. No. 54, at Karandana in Meda pattu, Kuruwiti korale, Ratnapura District, Province of Sabaragamuwa, in extent 3 acres and 33 perches.

**Sale of Ebony.**

AN auction sale of the under-mentioned ebony will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, January 13, 1923, at 10 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per lot, and no advance of less than Re. 1 per lot will be accepted.

2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.

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

4. Depot weights must be accepted, but buyers can have the right of giving notice, before the expiration of the date of payment, of having the actual weight ascertained. Should the difference between the depot weight and the weight ascertained after re-weighing be more than 1½ per cent., the cost of re-weighing is to be borne by the Forest Department, and if within 1½ per cent. by the purchaser; any difference between the depot weight and the weight ascertained after re-weighing is to be paid or allowed for, as the case may be. Should two or more purchasers

desire to re-weigh their timber on the same day, precedence will be given to the buyer whose notification of intention to re-weigh reaches the Assistant Conservator of Forests first.

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

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

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

Forest Division.	No. of Log or Lot.	Quantity offered for Sale.	Tons.	cwt.	qr.	lb.
Central Division	14	6	14	2	21	
North-Central Division	71	5	14	1	21	
Total	85	12	9	0	14	

**LIST OF EBONY REFERRED TO.**

*Central Division.*

Divisional No.	C. T. D. No.	Length.		Girth.		Weight.		Remarks.		
		Ft.	in.	Ft.	in.	Tons.	cwt.			
4	179	24	3	2	7	0	7	0	0	Black
47	180	18	9	2	7	0	4	2	0	do.
48	181	18	0	2	0	0	3	3	0	do.
25	183	18	6	2	6	0	5	1	0	do.
52	184	13	6	4	9	0	14	0	0	do.
26	185	19	3	3	5	0	11	0	0	do.
16	186	18	0	3	9	0	11	2	0	do.
20	189	20	0	2	9	0	6	1	0	do.
81	190	12	9	3	1	0	6	1	0	do.
28	191	11	0	2	11	0	3	0	0	do.
1	192	15	0	5	8	1	2	2	14	do.
83	193	19	6	3	4	0	9	3	14	do.
15	194	16	9	4	8	0	16	0	21	do.
2	195	13	6	4	3	0	13	2	0	do.

*North-Central Division.*

50	2093	15	6	1	10	0	2	3	7	Marked
56	2096	11	3	1	3	0	0	2	21	Black
59	2099	10	9	3	2	0	5	3	0	do.
2	2125	12	6	2	3	0	2	1	0	Marked
101	2126	14	6	1	6	0	1	1	0	Black
98	2128	11	6	2	3	0	2	1	7	do.
89	2130	11	9	1	7	0	1	1	7	do.
107	2131	10	0	2	3	0	2	0	0	Slightly marked
3	2138	8	2	4	1	0	4	3	14	Black
95	2139	11	9	3	0	0	2	3	0	Slightly marked
84	2143	16	0	2	10	0	5	2	0	Marked
19	2146	15	9	2	3	0	3	3	0	Black
17	2148	9	10	3	0	0	3	3	0	Marked
106	2149	10	0	2	8	0	2	3	14	Slightly marked
110	2154	12	9	3	3	0	5	0	0	Black
108	2157	12	8	2	3	0	2	3	0	Slightly marked
43	2218	11	3	2	9	0	3	1	0	Black
25	2219	6	9	2	2	0	1	1	14	do.
22	2220	6	6	2	3	0	1	1	0	do.
22	2221	7	6	3	5	0	3	1	0	do.
2	2222	10	3	3	1	0	4	2	0	do.
12	2223	11	0	2	4	0	1	0	0	do.
37		11	6	2	3	0	1	2	7	do.
39	2223	5	9	1	9	0	0	3	21	do.
26		6	6	1	8	0	1	0	0	do.
6	2224	8	9	2	3	0	0	3	14	do.
18		10	6	2	6	0	2	3	7	do.
16	2225	9	0	3	3	0	2	2	7	Slightly marked
3	2226	10	3	2	8	0	2	2	14	do.
19	2227	14	0	2	1	0	2	1	0	do.
4	2228	10	9	1	7	0	1	0	0	Black
11		5	9	2	6	0	0	3	0	do.
38	2228	4	9	1	8	0	0	2	0	do.
3		5	3	1	9	0	0	1	14	do.
36	2229	9	3	2	1	0	1	0	14	do.
17		5	6	2	6	0	1	3	0	do.
13	2230	8	9	2	6	0	2	0	7	Marked

Divisional No.	C. T. D. No.	Length.		Girth.	Weight.			Remarks.			
		Ft. in.	Ft. in.		Tons.	cwt.	lb.				
42	2231	8	9	11	0	1	1	7	Black		
21		9	0	1	5	0	0	3	7	do.	
93		9	9	1	3	0	0	2	14	do.	
90		6	0	1	6	0	0	2	0	do.	
44		8	6	1	7	0	1	0	7	do.	
40	2232	9	0	1	4	0	0	2	7	do.	
29		5	0	1	1	0	0	1	0	do.	
20		6	6	2	9	0	1	0	0	do.	
5		9	6	1	4	0	0	1	7	do.	
16		5	9	1	6	0	0	1	0	do.	
41	2233	12	0	1	9	0	0	3	0	do.	
23		10	0	1	6	0	0	3	14	do.	
66		7	3	1	3	0	0	1	14	do.	
100		5	9	1	6	0	0	2	7	do.	
10		7	0	1	7	0	0	3	0	do.	
15	2234	7	9	2	10	0	1	2	0	do.	
27	2235	7	0	2	1	0	1	2	0	do.	
54	2236	10	9	2	0	0	1	3	0	do.	
47	2237	8	6	2	2	0	0	1	2	0	do.
—	2238	11	0	1	9	0	0	3	0	do.	
29		11	0	2	2	0	1	1	7	do.	
30		10	9	2	0	0	1	1	7	do.	
35		9	0	2	0	0	1	0	0	do.	
—		9	6	1	3	0	0	1	0	do.	
33	2239	12	0	1	9	0	2	0	0	do.	
82	2240	3	8	1	6	0	0	1	0	do.	
34		6	3	1	0	0	0	1	0	do.	
31		6	3	1	0	0	0	1	0	do.	
9		6	3	1	4	0	0	1	7	do.	
24		5	0	1	6	0	0	1	7	do.	
32	2241	9	9	2	1	0	1	3	0	do.	
48	2242	10	0	1	9	0	1	1	21	do.	
66	2243	3	9	1	8	0	0	1	7	do.	
8		4	6	1	6	0	0	1	0	do.	

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J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, November 11, 1922.

#### Training Class for Sanitary Inspectors.

APPLICATIONS are hereby called for admission to the Training Class for Sanitary Inspectors to be started in January, 1923.

2. Applicants must send, addressed to the Sanitary Commissioner, Kynsey road, Colombo, not later than Saturday, December 9, 1922, the following:—

- Two recent certificates of good character signed by responsible persons who have personal knowledge of applicant.
- Certificate of registration of birth, showing the candidate on the date of the examination to be between the ages of 18 and 25. Affidavits and horoscopes will not be accepted in proof of age.
- Certificates showing his educational qualifications.

3. A number of candidates will be selected from the applications received and will be included in the training class subject to their successfully passing a medical examination as to their physical fitness for service in any part of the Island.

4. The course of training occupies a period of six months, during which time each selected candidate will receive a Government subsistence allowance of Rs. 20 per mensem, the payment of which will be contingent on his satisfactory behaviour and on his progress in his studies.

5. Any selected candidate who does not satisfy the Sanitary Commissioner in his studies and good behaviour is liable to summary rejection at any time during the period of training.

6. At the completion of the course of training there will be held a Sanitary Inspectors' Qualifying Examination which will be theoretical and practical.

7. Candidates who satisfy the examiners will be entitled to a certificate stating that they have qualified as Sanitary Inspectors, and be eligible for appointment as such in the Government Sanitation Branch of the Medical Department on the occurrence of a vacancy.

8. Unsuccessful candidates will not be admitted to any subsequent Sanitary Inspectors' Qualifying Examination, unless they undergo a further full course of training at a Training Class held by the Government Sanitation Branch of the Civil Medical Department. Such unsuccessful candidates will, however, not be eligible for a further grant by Government of the subsistence allowance.

J. F. E. BRIDGE,  
Colombo, November 15, 1922. Sanitary Commissioner.

#### Change of Site of J/Ketpali Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. J. K. Sinnatamby of Chavakachcheri for the removal of his Ketpali Vernacular Mixed School, which is situated in Tenmaradchi Group of Jaffna District of the Northern Province, to a new site about half a mile north of the present site.

Observations will be received not later than December 11, 1922.

Education Office, L. MACRAE,  
Colombo, November 3, 1922. Director of Education.

#### Falsification of School Record Sheet.

It is hereby notified that Fredy (Robel Singho) Goonesekera of Piyaratna School, Dodanduwa, son of Arnolis Goonesekera, is debarred from entering any public examination for a period of two years from October, 1922, for falsification of his school record sheet.

Education Office, L. MACRAE,  
Colombo, November 8, 1922. Director of Education.

#### Hoof-and-Mouth Disease.

WHEREAS by proclamation dated October 12, 1922, and published in the *Government Gazette* No. 7,291 of October 20, 1922, the village known as Kaleliya-Webodamulla, in Hapitigam korale of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas hoof-and-mouth disease no longer exists in the said area, it is hereby notified and declared that it is free from hoof-and-mouth disease and no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, November 13, 1922. for Government Agent.

#### Hoof-and-Mouth Disease.

WHEREAS by proclamation dated October 17, 1922, and published in the *Government Gazette* No. 7,291 of October 20, 1922, the village known as Mallehewa, in Hapitigam korale of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas hoof-and-mouth disease no longer exists in the said area it is hereby notified and declared that it is free from hoof-and-mouth disease, and no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, November 13, 1922. for Government Agent.



## NOTICE UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920.

## Chilaw Urban District Council Election.

IT is hereby notified that the under-mentioned candidates have been declared as elected members of the Chilaw Urban District Council for the years, 1923, 1924, and 1925 by a majority of votes:—

Division No. 1  
Division No. 2  
Division No. 3  
Division No. 4

Mr. N. J. Martin, Proctor  
Dr. J. A. E. Corea  
Mr. J. A. Corea, Proctor  
Dr. A. D. de Pinto

The Kachcheri,  
Puttalam, November 3, 1922.

M. K. T. SANDYS,  
Assistant Government Agent.

## ABSTRACTS OF SEASON REPORTS.

SEASON REPORTS FOR THE MONTH OF  
OCTOBER, 1922.

## WESTERN PROVINCE.

## COLOMBO DISTRICT.

Paddy (a) prospect of the coming crop (maha): the paddy plants are thriving, but in some korales the plants are affected to some extent by the recent drought, with the advent of rain this month there is hope of improvement; (b) prospect of the yield, a good crop can be expected; (c) estimated crop (yala) just harvested is about 236,000 bushels.

Dry grains: nil.

Coconuts: (a) prospect of the coming crop, fair; (b) probable yield is about 72,100,000 nuts; (c) estimated crop just harvested is about 72,000,000 nuts; (d) general remarks, nil.

Other products: prospect of the coming crop, good; (b) probable yield, nil; (c) estimated crop just harvested, nil; (d) general remarks, nil.

Prices of foodstuffs: country rice, Rs. 5 to Rs. 6.50 per bushel; paddy, Rs. 2.50 to Rs. 3.50 per bushel; imported rice, Rs. 6 to Rs. 8.50 per bushel; maize, nil; kurakkan, Rs. 3 to Rs. 4 per bushel; coconuts, Rs. 5 to Rs. 6 per 100 nuts; salt, 12 to 14 cents per measure; any other prices of interest, nil.

Health of inhabitants: good, except for a few cases of cholera, dysentery, and enteric fever during the month.

Health of cattle: good, except for a few cases of hoof-and-mouth disease in Hapitigam korale.

Condition of tanks and fisheries: good.

Weather: rainfall for the month in the Colombo Observatory was 10.92 inches.

Harvest prospect: satisfactory.

General (any other remarks of interest): nil.

## KALUTARA DISTRICT.

Paddy: fields are being sown for the maha cultivation.

Dry grain: there was very little dry grain cultivation in the district.

Coconuts: the estimated crop for the month is 2,243,000 nuts.

Other products: fruits and vegetables were scarce in the district.

Prices of foodstuffs: country rice is not available in the market. Paddy, Rs. 2 to Rs. 3 per bushel; imported rice, Rs. 5 to Rs. 8.25 per bushel; kurakkan, Rs. 3.25 per bushel (available only in some parts of the district); maize, nil; coconuts, Rs. 5 to Rs. 9 per 100 nuts; salt, 10 to 12 cents per measure.

Health of inhabitants: there were several cases of dysentery and fever in the totamunes and Pasdun korale east. Chickenpox also existed in some parts of the district.

Health of cattle: good.

Remarks applicable to particular districts: there was sufficient fish during the month.

Weather: there was a fair amount of rain during the month.

Harvest prospects generally: too early to pronounce any opinion.

General: nothing of interest.

## CENTRAL PROVINCE.

## KANDY DISTRICT.

[Report not received.]

## NUWARA ELIYA DISTRICT.

Paddy: paddy fields in the district have young plants. Certain fields in Walapane are being harvested.

Dry grains: kurakkan chenas in Uda Hewaheta are being cleared; in Walapane they are being sown.

Coconuts: 6,000 nuts estimated crop.

Prices of foodstuffs: country rice, Rs. 6 to Rs. 7 per bushel; paddy, Rs. 2 to Rs. 3.50 per bushel; imported rice, Rs. 7 to Rs. 9 per bushel; kurakkan, Rs. 2.50 to Rs. 3 per bushel; maize, Rs. 3 to Rs. 3.50 per bushel; coconuts, Rs. 7 to Rs. 10 per 100 nuts; salt, 16 to 20 cents per measure.

Health of inhabitants: good. There were some cases of measles, chickenpox, sore-eyes, fever, and mumps in the villages.

Health of cattle: good. There were 16 fresh cases of rinderpest at Hawa Eliya and on Mahagastota estate, out of which 12 animals died.

Weather: wet weather prevailed all over the district.

## MATALE DISTRICT.

Paddy (prospects of coming crop, &c.): fields for maha season are being ploughed, and some are in plants.

Dry grain (prospects of coming crop, &c.): chenas are being sown with kurakkan and other grains, particularly in Matale North.

Coconuts: there has been a decrease in the crops owing to the abnormal drought in the beginning of the year.

Prices of foodstuffs: country rice, Rs. 4.75 to Rs. 8 per bushel according to locality; paddy, Rs. 2.25 to Rs. 3 per bushel according to locality; imported rice, Rs. 7 to Rs. 9 per bushel according to locality; kurakkan, Rs. 2 to Rs. 3 per bushel; maize, Rs. 3 per bushel; coconuts, Rs. 3 to Rs. 10 per 100 nuts; salt, 14 to 20 cents per measure; chillies, 40 to 60 cents per pound.

Health of inhabitants: fever, chickenpox, and sore-eyes prevailed in several villages in Matale East, Matale South and North, good.

Health of cattle: good.

Remarks applicable to particular district, e.g., condition of tanks, &c.: in Matale South there is sufficient water for paddy crops. In Matale North tanks about half full.

Weather: dry for first week or so. Very wet after. Rainfall: Matale, 21.12 in.; Dambulla, 16.53 in.

## SOUTHERN PROVINCE.

## GALLE DISTRICT.

Paddy: cultivation for maha has been completed.

Dry grain is not cultivated in the district to any appreciable extent, except in Bentota-Walallawiti korale, Talpe pattu, and Hinidum pattu. The crop last harvested is not reported to be very satisfactory in Hinidum pattu.

Coconuts: the estimated crop for the month is 65,368,050 nuts.

Other products : cinnamon, tea, rubber, arecanuts, and a variety of fruits and vegetables. No estimate of their yield can be given with any degree of accuracy.

Prices of foodstuffs : country rice, Rs. 6·40 to Rs. 8 per bushel ; paddy, Rs. 2 to Rs. 4 per bushel ; imported rice, Rs. 4 to Rs. 8 per bushel ; kurakkan, Rs. 2 to Rs. 4 per bushel ; maize, Rs. 2 to Rs. 5 per bushel ; coconuts, Rs. 4 to Rs. 9 per 100 nuts ; salt, 10 to 12 cents per measure ; Maldive fish, 75 cents to Re. 1 per lb. ; chillies, 36 to 40 cents per lb. ; onions, 6 cents per lb. ; sugar, 20 cents per lb.

Health of the people : good, save for a few cases of chickenpox, dysentery, measles, enteric fever, and influenza. No fresh cases of plague have occurred.

Health of cattle : good.

Condition of tanks and fisheries : the Digoda tank which is the only tank in the district is out of repair. Fish is caught in large numbers along the seacoast.

Weather : dry with occasional showers of rain.

Harvest prospects : good ; weather conditions being favourable.

General : the establishment of a Muhammadan school at Kurunduwatta, Galle, was approved by the District School Committee.

#### MATARA DISTRICT.

Paddy : the maha cultivation is thriving well after the recent rains.

Dry grains : sowing in progress.

Coconuts : crops poor owing to continued drought in the immediate past.

Other products : cinnamon, citronella, and tea crops ; prices, fair.

Prices of foodstuffs : country rice, Rs. 6·72 per bushel ; paddy, Rs. 3 per bushel ; imported rice, Rs. 7 per bushel ; kurakkan, Rs. 2 to Rs. 3 per bushel ; coconuts, Rs. 5·50 per 100 nuts.

Health of the people : satisfactory.

Health of cattle : good.

Weather : dry with occasional showers during the latter part of the month.

Harvest prospects : generally fair.

Fisheries : active.

#### HAMBANTOTA DISTRICT.

Paddy : maha cultivation in progress ; prospects, favourable.

Dry grain : chenas being sown for the ensuing maha.

Coconuts : the crops for the month is estimated at 350,935 nuts. Flowering unfavourable owing to the recent drought.

Other products : supply of vegetables sufficient to meet the local demand.

Prices of foodstuffs : country rice, Rs. 6·72 to Rs. 7·56 per bushel ; paddy, Rs. 3 to Rs. 3·20 per bushel ; imported rice, Rs. 6·48 to Rs. 7·84 per bushel ; kurakkan, Rs. 2·75 to Rs. 3·20 per bushel ; maize, Rs. 2·40 to Rs. 4 per bushel ; coconuts, Rs. 5 to Rs. 7 per 100 nuts ; salt, 3½ to 5 cents per lb.

Any other prices of interest : nil.

Health of inhabitants : satisfactory.

Health of cattle : good.

Condition of tanks or fisheries : village tanks partly filled. Fish available at normal prices.

Weather : maximum temperature, 89·1° ; minimum temperature, 71·7° ; rainfall, 3·48 inches.

Harvest prospects generally : good.

General : nil.

#### NORTHERN PROVINCE.

##### JAFFNA DISTRICT.

Paddy : sowing is over, and the plants are coming up well. Dry grains : pairu and ulunthu are being sown in the Islands division.

Coconuts : condition of flowers and nuts moderate.

Prices of foodstuffs : country rice, Rs. 7·25 per bushel ; paddy, Rs. 3·36 per bushel ; imported rice, Rs. 7·75 per bushel ; kurakkan, Rs. 2·62 per bushel ; maize, Rs. 2·50 per bushel ; peas, Rs. 7·62 per bushel ; ulundu, Rs. 7·75 per bushel ; varaku, Rs. 2·25 per bushel ; coconuts, Rs. 7 per 100 ; salt, 4 cents per lb. and 10 cents per measure.

Health of people : generally good.

Health of cattle : satisfactory.

Weather : there were copious showers of rain throughout the district during the latter half of the month.

#### MANNAR DISTRICT.

Paddy : kalapokam has started. The yield in the Giant's tank area is : kalapokam of 1921, 46,263 bushels ; sirupokam of 1922, 25,154 bushels.

Dry grain : nil.

Coconuts : these are in poor condition in the Mannar Island owing to the long drought ; the estimated crop is 72,000 nuts.

Palmyra : in good condition.

Tobacco : nil.

Other products : nil.

Prices of foodstuffs : country rice, Rs. 6·40 to Rs. 8 per bushel ; paddy, Rs. 2·25 to Rs. 2·75 per bushel ; imported rice, Rs. 8 to Rs. 10 per bushel in the Mannar Island division and Rs. 7·68 in the Musali division ; kurakkan, available in the Musali division only at Rs. 2 per bushel ; maize, nil ; coconuts, Rs. 6·50 to Rs. 18 per 100 nuts ; salt, 10 to 12½ cents per measure.

Health of inhabitants : good.

Health of cattle : good ; many have perished in the Mannar Island division through starvation.

Conditions of tanks and fisheries : tanks are filling. Fishing has been very poor.

Weather : fair rainfall.

Harvest prospects generally : good.

#### MULLAITTIVU DISTRICT.

Paddy : sirupokam crop threshed ; sowing of kalapokam is going on, except in Maritime pattus where it is over.

Dry grain : kurakkan chena is sown.

Coconuts : flowering well. Prospects, fair.

Other products : vegetable gardens are being planted ; preparations are going on for tobacco plantation.

Prices of foodstuffs : paddy, Rs. 2·25 to Rs. 2·80 per bushel ; rice (country), Rs. 6·50 to Rs. 7 per bushel ; kurakkan, Re. 1·50 to Rs. 2·75 per bushel ; coconuts, Rs. 5·50 to Rs. 10 per 100 nuts ; salt, 10 to 16 cents per measure.

Health of the inhabitants : good.

Health of cattle : good ; pasture, poor.

Special remarks : tanks are collecting water. In the Maritime pattus fishers from outstations have all returned. Local fishers are catching fish in small quantities for local consumption.

Weather : there has been a satisfactory change throughout the district. Heavy showers fell since the 10th of the month.

Harvest prospects generally : good.

General remarks : nil.

#### EASTERN PROVINCE.

##### BATTICALOA DISTRICT.

Paddy : ploughing of munmari lands is in progress, and sowing on low-lying lands has started. Threshing of later pinnari crops is attended to by women in Karavaku pattu as rain has interfered with usual practice.

Dry grain : no crops. Private gardens and some garden allotments in Bintenna and Weggam pattus were planted.

Other products : plantains and vegetables are procurable at high prices. Vegetable seeds have been sent to all Chief Headmen for free distribution to encourage village gardening.

Prices of foodstuffs : paddy, from Rs. 2 to Rs. 2·50 per bushel ; country rice, from Rs. 4·80 to Rs. 7·80 per bushel ; imported rice not available ; kurakkan, Re. 1·82 to Rs. 5 per bushel ; maize, Re. 1·44 to Rs. 3 per bushel ; coconuts, Rs. 5 to Rs. 15 per 100 nuts ; salt, 2½ to 5 cents per lb. ; dried chillies (country), 60 cents per lb. ; salt, 25 cents per measure.

Health of inhabitants : satisfactory.

Health of cattle : satisfactory.

Conditions of tanks and fisheries : tanks in some places are in good order. Repairs of tanks in Bintenna pattu are being done on relief work. Fishing in the lake and sea is going on.

Harvest prospects : good.

Weather : there were heavy showers of rain in the latter part of the month.

General : nil.

#### TRINCOMALEE DISTRICT.

Paddy—prospect of coming crop : sowing is going on ; probable yield, 3,200 bushels ; estimated crop harvested, 122,735 bushels.

Dry grains : nil.

Coconuts—prospect of coming crop : good ; probable yield, 195,000 nuts ; estimated crop harvested, 175,628 nuts.

Other products : nil.

Prices of foodstuffs : country rice, Rs. 5.04 to Rs. 7.28 per bushel ; paddy, Rs. 2 to Rs. 2.90 per bushel ; imported rice, Rs. 8.96 per bushel ; kurakkan, nil ; maize, nil ; coconuts, Rs. 5 to Rs. 10 per 100 nuts ; salt, 8 to 15 cents per measure.

Health of inhabitants : satisfactory.

Health of cattle : satisfactory.

Condition of tanks : good.

Condition of fisheries : good.

Weather : rainy.

Harvest prospect generally : fair.

General remarks : sowing of the fields has been damaged by incessant heavy rains. Cultivators are waiting for an opportunity to re-sow them.

#### NORTH-WESTERN PROVINCE.

##### KURUNEGALA DISTRICT.

Paddy : maha crops in young plants. Prospects, fair.

Dry grain : chenas being sown for the maha season. Prospects, fair.

Coconuts : prospects, fair.

Prices of foodstuffs : country rice, Rs. 6 to Rs. 8 per bushel ; paddy, Rs. 2.25 to Rs. 4 per bushel ; imported rice, Rs. 7.25 to Rs. 9.25 per bushel ; kurakkan, Rs. 2 to Rs. 4 per bushel ; coconuts, Rs. 4 to Rs. 6 per 100 nuts ; salt, 12 to 16 cents per measure.

Health of the inhabitants : good, except for ordinary cases of fever and parangi.

Health of cattle : good.

Conditions of tanks : in good order ; half full.

Harvest prospects generally : nil.

##### PUTTALAM AND CHILAW DISTRICTS.

Paddy : a poor yala crop was gathered in Pitigal korale south. Maha plants are doing well after the recent rains.

Dry grain : chenas are being sown.

Coconuts : estimated crop 17,615,900 nuts.

Other products : in Pitigal korale south tobacco is being cured, and a satisfactory crop is expected.

Prices of foodstuffs : country rice, Rs. 5.25 to Rs. 7.50 per bushel ; paddy, Rs. 2 to Rs. 3 per bushel ; imported rice, Rs. 7 to Rs. 8.65 per bushel ; kurakkan, Rs. 2.80 to Rs. 3 per bushel ; coconuts, Rs. 4 to Rs. 6 per 100 nuts ; salt, 4 to 9 cents per pound.

Health of inhabitants : satisfactory, except for fever in parts of Chilaw ; dysentery and fever in parts of Kalpitiya division.

Health of cattle : satisfactory, considering lack of sufficient food.

Remarks applicable to particular district, e.g., condition of tank or fisheries, &c. : tanks are being filled up. Sea-fishing has commenced, and the catch was good.

Weather : north-east monsoon has commenced.

Rainfall during the month : Chilaw, 4.52 in. ; Puttalam, 9.30 in.

Harvest prospects generally : satisfactory.

#### NORTH-CENTRAL PROVINCE.

##### ANURADHAPURA DISTRICT.

Paddy : fields in parts of the Province where there was severe rain are being ploughed, but no estimate can yet be made.

Dry grains : kurakkan chenas being sown.

Coconuts : crops gathered, fair. Prospects, satisfactory.

Prices of foodstuffs : country rice, Rs. 4 to Rs. 7.25 per bushel ; paddy, Rs. 2.50 to Rs. 2.75 per bushel ; imported rice, Rs. 6.50 to Rs. 8.75 per bushel ; kurakkan, Re. 1.50 to Rs. 2.80 per bushel ; maize, Rs. 2 to Rs. 3 per bushel ;

coconuts, Rs. 5 to Rs. 10 per 100 nuts ; salt, 15 to 20 cents per measure.

Health of inhabitants : satisfactory.

Health of cattle : satisfactory.

Tanks : most of the tanks are filling.

Weather : wet almost throughout.

Harvest prospects : satisfactory.

#### PROVINCE OF UVA.

##### BADULLA DISTRICT.

Paddy : fields sown for yala are in plants, other fields are being ploughed for maha.

Dry grain—kurakkan and Indian corn : in some parts chenas have been sown, in others they are being burnt and cleared.

Coconuts : flowering and prospects poor owing to the drought. The probable yield of the coming crop is estimated at 85,700 nuts.

Other products : vegetable cultivation is carried on diligently in Udukinda division where water is available.

Prices of foodstuffs : country rice, Rs. 6 to Rs. 8 per bushel ; paddy, Rs. 2.50 to Rs. 3 per bushel ; imported rice, Rs. 7.50 to Rs. 9.50 per bushel ; kurakkan, Rs. 2 to Rs. 2.50 per bushel ; maize, Rs. 2 to Rs. 2.50 per bushel ; coconuts, Rs. 6 to Rs. 8.50 per 100 nuts ; salt, 15 to 25 cents per measure ; chillies, 25 to 36 cents per lb ; coconut oil, Re. 1.12 to Re. 1.50 per bottle.

Health of inhabitants : not very satisfactory. There are cases of chickenpox and malarial fever in the Province. A very bad outbreak of fever at Badulla town.

Health of cattle : satisfactory, except a few cases of hæmorrhagic septicæmia in Udukinda division.

Tanks, &c. : partly full.

Weather : wet.

Harvest prospects : generally good.

General : there has been heavy rain during the month.

#### PROVINCE OF SABARAGAMUWA.

##### RATNAPURA DISTRICT.

Paddy—prospects of coming crop, giving, if possible, some estimate of its probable yield, estimated crop just harvested, with any general remarks : maha fields are in plants, about 2 to 3 months old. A fair yield is expected.

Dry grains : kurakkan chenas are being sown, a satisfactory crop of kurakkan is expected.

Coconuts : prospects are satisfactory.

Other products : vegetables, cassava, and sweet potatoes are grown in small quantities.

Prices of foodstuffs : country rice, Rs. 6 to Rs. 8 per bushel ; paddy, Rs. 2 to Rs. 3 per bushel ; imported rice, Rs. 6.75 to Rs. 9.50 per bushel ; kurakkan, Re. 1.50 to Rs. 2.75 per bushel ; maize, Re. 1 to Rs. 2 per bushel ; coconuts, Rs. 5 to Rs. 12 per 100 nuts ; salt, 10 to 16 cents per measure.

Any other prices of interest : nil.

Health of inhabitants : satisfactory, except in some villages of Atakalan and Kadawata and Meda korales, where chickenpox and fever prevail.

Health of cattle : satisfactory.

Remarks applicable to particular districts, e.g., conditions of tanks or fisheries, &c. : tanks in Kolonna korale are beginning to fill.

Weather (general remarks only) : heavy rain during the month.

Harvest prospects generally : fair.

General (any other remarks of interest) : nil.

##### KEGALLA DISTRICT.

Paddy : fields cultivated for maha are about two months old, and the transplanting is now nearly over. Reaping of yala fields is nearly over.

Dry grains : all chenas are doing well since the rains set in.

Other products : vegetables were grown in some villages.

Coconuts : flowering and prospects of coconuts are good.

Prices : country rice, Rs. 6 to Rs. 6.50 per bushel ; paddy, Rs. 2.50 per bushel ; imported rice, Rs. 7 to Rs. 8 per bushel ; kurakkan, Rs. 2 per bushel ; coconuts, Rs. 5 per 100 nuts ; salt, 16 cents per measure.

Other prices of interest : papaw, Rs. 4.50 per pound.

Health of people : satisfactory.

Health of cattle : satisfactory. Hoof-and-mouth disease is prevalent in some parts of Beligal korale.

Weather : very satisfactory. Rainfall : 18.5.

## SALES OF TOLL AND OTHER RENTS.

### Sale of Toll Rents, Puttalam and Chilaw Districts.

NOTICE is hereby given that the under-mentioned toll rents in Puttalam and Chilaw Districts of the North-Western Province will be put up for re-sale by public auction at 3 P.M. on Monday, November 27, 1922, at the Puttalam Kachcheri, at the risk of the original purchasers, should they have failed on or before November 25, 1922, to pay the first instalment and the interest due.

The rents shall be sold for a period of 10 months and 3 days from November 27, 1922, to September 30, 1923.

The purchaser at the re-sale will be required to deposit one-tenth of the purchase amount on the day of sale and to furnish the necessary security.

Further particulars can be obtained from me, on application.

1. Munatipirivu.

2. Nattandiya.

3. Palavi.

The Kachcheri,  
Puttalam, November 13, 1922.

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

### Tenders for Ferry Rents, Ratnapura District.

NOTICE is hereby given that the Government Agent of the Province of Sabaragamuwa, Ratnapura, will receive tenders at the Ratnapura Kachcheri, at 2 P.M., on December 5, 1922, for the purchase of the under-mentioned toll rents from January 1, 1923, to December 31, 1923.

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

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

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

4. He will also be required to deposit money to pay the fees of the Crown Proctors for examining and giving their opinion of the title deeds of properties tendered by him as security, and for examining and settling the security

bond, and the fees charged by the Crown Proctors for examining documents and drawing the security bond, the expenses of appraising the properties, and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 22 of 1909.

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

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

#### Ratnapura District.

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

(2) Toll at Poru-ela Modera ferry on the Village Committee road from Kurugammodera to Kahangama, in Palle pattu of Nawadun korale.

Ratnapura Kachcheri,  
November 2, 1922.

C. J. DANE LANKTREE,  
for Government Agent.

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

### Notice regarding Local Option of Toddy Tavern, 1923-24.

IT is hereby notified for public information that the Assistant Government Agent of the Nuwara Eliya District, in exercise of the powers vested in him by rule 5 of the rules specified in Excise Notification No. 124 of June 17, 1921, has appointed the under-mentioned place for recording votes for the purpose of ascertaining whether 60 per cent. of the road tax paying inhabitants of the area specified below are opposed to the existence of the toddy tavern at Elgama within the area noted below:—

December 5, 1922, from 7 A.M. to 7 P.M. at Rikkilagasgoda circuit bungalow, Elgama toddy tavern, served by the Wasama Dehiye, Wadawala, and Wilwala,

Note.—Those desirous of obtaining duplicate poll tax receipts should apply to me before hand, as they will not be issued on the day of the poll. A uniform charge of 15 cents will be levied for each receipt, and no duplicate will be issued before payment is made.

Nuwara Eliya Kachcheri,  
November 11, 1922.

E. T. DYSON,  
Assistant Government Agent.

### Local Option Poll regarding Arrack Taverns.

IT is hereby notified for public information that the Government Agent of the Southern Province, in exercise of the powers vested in him by rule 5 of the rules specified in Excise Notification No. 130 of June 16, 1922, has appointed the under-mentioned date and place for recording votes for the purpose of ascertaining whether 60 per cent. of the road tax-paying inhabitants of the area served by Halpotota arrack tavern are opposed to its existence within such area:—

Date.	Time.	Place.	Area served.
November 30, 1922	7 A.M. to 7 P.M.	House standing on the land called Parangama Doowewatta, situated at Halpatota ferry, in Gangaboda pattu, Galle District	Halpatota, Ganagama North, Gonapinuwala East, Baddegama North, and Majuwana Police Officer's division.

The Kachcheri,  
Galle, November 7, 1922.

G. N. FARQUHAR,  
for Government Agent.

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

THE following Specifications have been accepted :—

No. 1,920 of May 17, 1922.

*Dr. Ludwig Schmidt.*

Process for separating fatty acids from vegetable and animal oils and fats.

*Abstract.*—The applicant describes a process for removing the free fatty acids from an animal or vegetable oil or fat and also for bleaching the oil and soap. The process consists in neutralizing the free fatty acids with anhydrous caustic alkali or alkali carbonate, removing the water formed in the reaction, for example, by heating in vacuo, dissolving the oil in a suitable solvent, and filtering off from the soap, finally distilling the solvent from the neutral oil.

Bleaching is effected in an extension of the above process by the use of alkali peroxides or percarbonates.

The claims are :—

1. A process for separating fatty acids from vegetable or animal oils and fats, in order to obtain at the same time a neutral oil or fat free of soap and a dry soap ready for use, consisting in neutralizing the oils or fats with a dry caustic alkali or calcined alkali carbonate, water being excluded and the water produced by the reaction being removed from the resulting mixture during or after the reaction, a solvent free of water and taking up only the neutralized oil or fat being added before or after the reaction.

2. Modification of the process referred to in claim 1, wherein the corresponding peroxide or percarbonate of alkali is substituted for the caustic alkali or alkali carbonate.

No drawings.

No. 1,941 of August 26, 1922 (Date applied for under Section 50 of the Ordinance, September 24, 1921).

*Philip Schidrowitz.*

Improvements in and relating to the manufacture of rubber.

*Abstract.*—The applicant describes a process for the manufacture of vulcanized rubber composition in which the sulphur or sulphur compound is added to the latex (to which an anti-coagulant may have been added), and the latex is vulcanized before coagulation thus obtaining a solution or colloidal suspension of vulcanized rubber in water.

The claims are :—

1. A process for the manufacture of vulcanized rubber compositions characterized by submitting rubber latex to vulcanization with sulphur or other vulcanizing agent under such conditions as to preclude coagulation, or any substantial coagulation, of the rubber during the vulcanization, for the purpose of obtaining a solution or colloidal suspension of vulcanized rubber in water.

2. A process for the manufacture of vulcanized rubber compositions according to claim 1, characterized by subjecting the latex to vulcanization in a definitely alkaline condition, for the purpose of inhibiting coagulation in the course of vulcanization.

3. A process for the manufacture of vulcanized rubber compositions according to claim 2, characterized by providing the required alkalinity wholly or in part by the addition of ammonia or an organic base to the latex prior to the vulcanization thereof.

4. A process for the manufacture of vulcanized rubber compositions according to any of the preceding claims, characterized by the addition of a colloid, for example, a solution of casein, to the latex prior to the vulcanization thereof for the purpose described.

5. A process for the manufacture of vulcanized rubber compositions according to claim 1 or claim 2, characterized by dilution of the latex with water prior to effecting vulcanization.

6. A process for the manufacture of vulcanized rubber compositions according to any of the preceding claims wherein the solution or colloidal suspension of vulcanized rubber, after filtration or straining, as may be desired, is treated with a coagulant, for example, an acid, or is evaporated to dryness for the purpose of obtaining the vulcanized rubber in solid form.

7. In the coating or impregnation of materials with rubber, the process which is characterized by treating the material, for instance, by spreading or dipping, with an aqueous solution or colloidal suspension of vulcanized rubber in water.

8. As a new article of manufacture, an aqueous solution or colloidal suspension of vulcanized rubber prepared by the vulcanization of latex in the uncoagulated state.

9. As a new article of manufacture, a solid vulcanized rubber composition prepared by vulcanization of uncoagulated rubber latex with or without the addition of fillers, pigments, dyes, or the like.

10. The improved process for the manufacture of vulcanized rubber compositions, substantially as hereinbefore set forth.

No drawings.

No. 1,945 of October 2, 1922.

*Joseph Matthias de Mel, J.P., U.P.M.*

Improvements in sanitary buckets.

*Abstract.*—The applicant describes a sanitary bucket adapted for the removal of night soil and characterized by having a closely fitting cover held on by clips and pressing on a rubber washer with the object of making a gas-tight joint.

The claims are :—

1. A bucket or receptacle for the collection and transportation of night soil, substantially as described and illustrated.

2. In a bucket or receptacle for the collection and transportation of night soil a rim running along the top of the cover as well as the bucket, substantially as described and illustrated.

3. In a bucket or receptacle for the collection and transportation of night soil a rim running along the top of the bucket and which coincides with that of the lid and between which a rubber washer or rubber ring is placed, substantially as described and illustrated.

4. In a bucket or receptacle for the collection and transportation of night soil, a rim running along the top of the bucket and which coincides with the rim in the lid or cover and between which is placed a rubber washer or ring and is secured by a clip or clips so that the bucket becomes quite air-tight and no smell emanates from within, substantially as described and illustrated with reference to the accompanying drawings.

One sheet of drawings.

W. N. RAE,  
Registrar of Patents.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Wednesday, October 4, 1922, at 3 p.m.

THE Council met this day at 3 p.m., pursuant to notice, dated September 27, 1922.

*Present* :—Mr. T. Reid, C.C.S., Chairman; Mr. C. P. Dias; the Hon. Mr. N. H. M. Abdul Cader; the Hon. Mr. H. L. De Mel, C.B.E.; Dr. E. V. Ratnam; Dr. W. P. Rodrigo; Mr. W. C. S. Ingles; Mr. Harold Creasy; Mr. A. E. de Silva; Mr. E. W. Jayewardene; Mr. R. L. Pereira; Mr. C. H. Z. Fernando; Mr. T. H. Tatham; Mr. J. S. Collett; Mr. G. Adamjee Lukmanjee; Mr. W. E. V. de Rooy; the Hon. Dr. G. Thornton; Mr. A. E. G. Walker; and Mr. W. Geddes.

1. The Minutes of the General Meeting of September 6, 1922, having been previously printed and copies thereof having been sent to each Member of Council, were taken as read.

Resolved that the Minutes of the General Meeting of September 6, 1922, be confirmed.

2. Pursuant to notice, Dr. W. P. Rodrigo asked the Chairman the following questions. The Chairman replied *seriatim* :—

Q. (a) What stage have we reached with regard to the proposal to tax capital values, instead of annual values—When does the Chairman expect the new system to be in force?

A. (a) The Council has recommended to the Government a detailed system for the assessment of undeveloped land suitable for building, by estimating its annual value at  $2\frac{1}{2}$  per cent. of the capital site value of the land. Other members of the staff and myself have recently had numerous conferences with the Attorney-General concerning this and other amendments to the Municipal Councils Ordinance, and the final drafting of an Amending Ordinance by the Attorney-General is now nearing completion.

Q. (b) What is the Chairman's policy with regard to the Colpetty Duplication road? What length of land for the road has been already acquired and at what cost—What is its sanctioned width—From what point to what point has it been sanctioned—What is the probable cost of the acquisition of the rest of the land for the whole road—Has the whole road been street lined?

A. (b) The question of the Colpetty duplication road has been considered carefully recently in connection with the proposal to widen Colpetty road. The proposal to carry a road parallel to the latter from Turret road to Bridge street does not seem to me to be a good one. There would have to be an overhead bridge, and the cost of this section would be about Rs. 1,000,000. I think, however, that the portion of road already acquired from Turret road to Muhandiram's lane should be retained for the chief purpose for which it was acquired, viz., as an adjunct to the Drainage Scheme, as it gives access in a crowded place and also because it may be advisable some day to continue this road eastwards towards Hunupitiya, south of the lake. It seems to me that the duplication road southwards from Turret road should be constructed; perhaps as far as Dickman's road. Roughly, land some 2,000 feet in length by 66 feet in width has been acquired for the Resident Engineer, Drainage Works, at heavy cost. I regret I cannot give exact figures as the votes concerned were not Municipal votes. The land was acquired mainly in order to allow sewers to be constructed. The sanctioned width is 66 feet, and street lines have been laid down from Bridge street to Dickman's road. About 13 acres more would have to be acquired, unless the land were gifted to the Council. I regret I could not give definite figures of the cost of acquisition without a detailed survey and assessment, but it would be a very large sum.

Q. (c) Who has built a wall round the Bo-tree at the junction of Jail road and Maradana road—If private individuals, was the Chairman's permission first obtained for the purpose—If so, did he consider the probability of great danger following such action? If not, has any responsible officer of this Council brought this to the notice of the Chairman, and with what result?

A. (c) Old records go to show that the Bo-tree in question was planted by the Council in 1885. In or about the year 1900 a wall was built round the tree by some people in the neighbourhood and a collecting box was placed there. In or about the year 1906 there was religious friction near this place, as certain religious preachers held meetings at the tree. The Municipal Engineer suggested removal of the tree, but the Chairman finally declined in 1906 to carry out the removal. Recently the tree has always been illuminated and decorated on festival days, and a shrine has been in existence under the tree for sometime; it was erected presumably by local Buddhists. This year the junction in question was improved by the Works Engineer, the space round the tree being curtailed. The Engineer did not build or re-build the wall or shrine. He improved the road, and local Buddhists improved the wall round the tree and the shrine on it, and they also put up an inscription at the shrine in honour of H. R. H. the Prince of Wales. My permission was not obtained. The Engineer in charge showed me the work after completion, and I raised no objection as this shrine has been in existence for a long time. As a general principle I think it best not to have shrines in the streets.

3. Dr. W. P. Rodrigo had given notice of a motion and stated that, as he understood, that the motion, as it stood, was not in order, he asked the permission of the Council to alter his motion. Permission not being granted, the Chairman, with the assent of Dr. Rodrigo, put to the meeting that leave be granted to Dr. Rodrigo to withdraw his motion. This was agreed to, and the motion was accordingly withdrawn.

4. Pursuant to notice, Mr. C. P. Dias moved that in the opinion of this Council steps should be taken to provide the city with a knowledge of the accurate time of the day, as at present there is a great difference between the time indicated on the public clocks.

Mr. C. P. Dias suggested that Government be addressed on the subject by the Chairman, and be requested to resume the firing of a gun at a stated time, preferably at 4.15 p.m., so as to enable residents to regulate their watches and clocks. The Hon. Mr. N. H. M. Abdul Cader seconded.

Mr. W. C. S. Ingles gave details of what had been done towards the synchronization of public clocks in the town.

Mr. C. H. Z. Fernando spoke in support of the motion, which was put to the meeting and carried unanimously.

5. Mr. C. H. Z. Fernando was, with the permission of Council, to bring forward a motion, but requested that he should be allowed to withdraw his motion in view of a recommendation of the Works and Finance and the Law Committees "that a Special Committee of four Members and the Chairman be appointed to revise the salaries of the Municipal Staff, and to submit a Scheme to Council." Leave having been granted, the motion was withdrawn.

Dr. W. P. Rodrigo moved that the Council do go into Committee to consider items Nos. 6 to 11 (inclusive) on the Agenda. Mr. C. P. Dias seconded—Carried.

The report of the Special Committee *re* Establishment and the following extracts from the Minutes of the Standing Committees named, were laid before the Council in Committee :—

6. To consider the report of the Special Committee *re* Establishment. The report of the Special Committee *re* Establishment and the connected papers having been circulated to all the Members of Council, in compliance with the resolution of Council of September 6, 1922, the matter was submitted for consideration.

The Chairman moved that the majority report be adopted with the following provisos :—(1) That the new subordinate posts created be not filled till January 1, 1923; (2) that the post of a fourth Medical Officer of Health be not filled till the substantive salaries of the staff are revised; (3) that the amalgamation of the Works and the City Sanitation

Engineer's Departments be given effect to, and that the filling up of the new posts in the higher staff of the amalgamated departments do take place when the substantive salaries of the staff are revised; (4) that the Municipal Enteric Hospital be not be closed till the end of the year. Mr. W. E. V. de Rooy seconded.

Dr. E. V. Ratnam opposed the adoption of the report.

Dr. W. P. Rodrigo spoke against the adoption of the report and moved, as an amendment, "that the report of the Establishment Committee be referred to the Special Committee recommended by the Works and Finance and the Law Committees to revise the salaries of the Municipal Staff." Mr. R. L. Pereira seconded.

Mr. C. H. Z. Fernando and Mr. E. W. Jayewardene supported the amendment.

Mr. W. E. V. de Rooy supported the motion.

The Chairman commented upon the remarks of some of the previous speakers and stated that he was prepared to meet the members who were opposed to the adoption of the report half-way, and would support the amendment with the addition of the words "in accordance with the scheme outlined by the Establishment Committee generally."

This was agreed to, and the amendment, as altered, namely "that the report of the Establishment Committee be referred to the Special Committee recommended by the Works and Finance, and the Law Committees to revise the salaries of the Municipal staff in accordance with the scheme outlined by the Establishment Committee generally," was put to the meeting and carried unanimously.

After some discussion as to the members which should form the Committee, Dr. W. P. Rodrigo moved that the following Committee be appointed:—(1) The Chairman; (2) the Hon. Mr. H. L. De Mel, C.B.E.; (3) Dr. E. V. Ratnam; (4) Dr. W. P. Rodrigo; (5) Mr. Harold Creasy; (6) Mr. A. E. de Silva; (7) Mr. E. W. Jayewardene; (8) Mr. R. L. Pereira; (9) Mr. C. H. Z. Fernando; (10) Mr. J. S. Collett; (11) Mr. W. E. V. de Rooy. Five to form a quorum. Mr. C. P. Dias seconded—Carried.

*Extracts from the Minutes of the Standing Committee on Sanitation and Markets of August 21, 1922.*

(3) To consider a letter, dated June 29, 1922, from the Secretary, Colombo Gas and Water Co., Ltd., London, with regard to the question of manufacturing water gas. Mr. Ball, the Engineer of the Gas Co., was present, and stated that the Company is prepared to give a guarantee that before water gas is installed the Company would re-test all fittings in all premises where gas is used. Recommended that permission for the installation of water gas be granted on the following conditions:—(1) That the fittings of all premises be tested before the inauguration of water gas; (2) that all fittings should be tested, thereafter, at least once a year, by the Company; (3) that the gas be tested quarterly by the City Analyst; (4) that not more than 33½ per cent. of carburetted water gas be permitted to be used; (5) that should the use of this gas be proved to be dangerous the Council should have the power to prevent its further use. Dr. W. P. Rodrigo dissenting.

*Resolution of Council of September 6, 1922.*

With regard to item No. 3 (corresponding to item No. 3 of the extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of August 23, 1922), it was resolved that the matter be considered in connection with the recommendation of the Works and Finance Committees.

*Resolution.*

It was resolved that the matter be considered in connection with the recommendation of the Works and Finance Committees.

*Extracts from the Minutes of the Standing Committee on Sanitation and Markets of September 11, 1922.*

(3) To consider letter No. 338 of August 24, 1922, from the Medical Officer of Health, forwarding some unofficial correspondence with Lieut.-Col. Clemesha, the Secretary of the Hygiene Section of the British Empire Exhibition (1924).—Recommended that a sum of Rs. 1,500 be voted for the purpose of forwarding Colombo Municipal Exhibits for the British Empire Exhibition of 1924.

(4) To consider an application from the Waterworks Engineer, dated August 9, 1922, for the extension of the date of the retirement of Mr. D. J. W. Samarakone, Chief Inspector, Waterworks Department, from December 31, 1922, to March 31, 1923, as the post of Chief Assistant Waterworks Engineer has not yet been filled, and in view of the early undertaking of the raising of Labugama dam.—Recommended that Mr. D. J. W. Samarakone be asked to continue in service till June 30, 1923.

(6) To consider the Colonial Auditor's report for the financial year, ending December 31, 1921, and the Financial Assistant's observations thereon. Considered. To be submitted to Council.

*Resolutions.*

With regard to item No. 3 (corresponding to item No. 10 of the extracts from the Minutes of the Standing Committee on Finance of September 20, 1922), it was resolved that the matter be considered in connection with the recommendation of the Finance Committee.

With regard to item No. 4 (corresponding to item No. 6 of the extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of September 20, 1922), Mr. R. L. Pereira moved that the recommendations of the Standing Committees be adopted, and that Mr. Samarakone be asked to continue in service till December 31, 1923. Mr. W. E. V. de Rooy seconded.—Carried unanimously.

With regard to item No. 6 (corresponding to item No. 10 of the extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of September 20, and item No. 4 of the Law Committee of September 23, 1922), Dr. W. P. Rodrigo raised a question with regard to paragraph 27 of the audit report.

The Chairman undertook to inquire into this and to the question of metal contracts, which Mr. C. H. Z. Fernando raised. The Chairman stated that he would put the whole question of tenders before the Works and Finance Committees for their consideration.

*Extracts from the Minutes of the Standing Committee on Municipal Works of September 20, 1922.*

(2) To consider a petition presented through Mr. C. H. Z. Fernando, M.M.C.; in Council on June 7, 1922, from some residents of Mattakkuliya and Mutwal, praying that certain improvements be effected to the Mattakkuliya-Hendala Ferry Service.—Recommended that owing to the expense it is not desirable to carry out the improvement suggested.

(5) To consider the proposal to amend the street lines for fourth lane, by cancelling that part of them between the Galle road and the Colpetty duplication.—Recommended.

*Resolution.*

Resolved that the above recommendations of the Standing Committee be adopted.

*Extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of August 23, 1922.*

(3) To consider a letter, dated June 29, 1922, from the Secretary, the Colombo Gas and Water Co., Ltd., London, with regard to the question of manufacturing water gas.—Recommended that permission for the installation of water gas be granted on the following conditions:—(1) That the fittings of all premises be tested before the inauguration of water gas; (2) that all fittings should be tested thereafter, at least once a year, by the Company; (3) that the gas be tested quarterly by the City Analyst; (4) that not more than 33½ per cent. of carburetted water gas be permitted to be used; (5) that the Council reserves to itself the right to prohibit the supply of this gas; (6) that the Gas Company should allow the Council and the public a reduction of 10 per cent. on the present rates till the expiry of the present contract with the Council.

*Resolution of Council of September 6, 1922.*

With regard to item No. 3 (corresponding to item No. 3 of the extracts from the Minutes of the Standing Committee on Sanitation and Markets of August 21, 1922), Dr. W. P. Rodrigo moved that the application of the Colombo Gas and Water Co., Ltd., be refused. The Hon. Mr. H. L. De Mel seconded. Mr. J. S. Collett opposed the motion.

The Chairman reviewed the history of the question in its passage through the Committees and left the matter for the decision of the Council.

Mr. W. E. V. de Rooy spoke to the motion and moved, as an amendment, that the consideration of this matter be postponed till the Council has secured further information on the subject from such bodies as the London County Council and other bodies in the East. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

*Resolution.*

The papers having been circulated in compliance with the resolution of Council of September 6, 1922, the matter was submitted for consideration.

It was resolved that the above recommendations be adopted, subject to the substitution of the words once a quarter for the words "at least once a year," in sub-section (2), as suggested by Mr. R. L. Pereira.

*Extracts from the Minutes of the Standing Committee on Municipal Works and Finance (meeting together) of September 20, 1922.*

(2) To recommend the grant, under section 2 of the Municipal Councils Pension Minute, of a pension as follows to L. M. Perera, Overseer, Waterworks Department, who was retired on June 30, 1922:—Pension Rs. 301·71 per annum; temporary increase of 45 per cent., Rs. 135·76 per annum. Total, Rs. 437·47 per annum, to be paid as from July 1, 1922).—Recommended.

(3) (a) To re-consider the question of the appointment of an Assistant Engineer (Drainage).—(a) Recommended that the Hon. the Director of Public Works be approached with a view to obtaining the temporary services of a member of that Department.

(b) To consider a memorandum of the Chairman, dated September 16, 1922, with regard to the Engineering staff.—(b) Recommended that a Special Committee of four members and the Chairman be appointed to revise the salaries of the Municipal staff and to submit a scheme to Council. That no steps be taken to fill vacancies on the staff till the salaries are revised.

(4) To recommend the sanction of Council for the transfer of Rs. 2,000 from Vote K 24, "12," Main, and 4, "Rider Main, Union place," for the purpose of relaying an existing main necessitated by the building of the Kotahena Market and the road diversion.—Recommended.

(5) To recommend the acceptance of the quotation (received through the Council's Agents) of Messrs. Chas. Davidson & Co., Ltd., Chester, for the purchase of 8,000 Adamantine fire bricks and 75 special fire blocks at an approximate total cost of Rs. 3,250, Vote I. 56, will be debited with the cost.—Recommended.

(6) To consider an application from the Waterworks Engineer, dated August 9, 1922, for the extension of the date of the retirement of Mr. D. J. W. Samarakone, Chief Inspector, Waterworks Department, from December 31, 1922, to March 31, 1923.—Recommended that Mr. Samarakone be asked to remain in the Council's service till June 30, 1923, and that he be given a special allowance of Rs. 100 per mensem from October 1, until his work on the Labugama dam is completed or till June 30, 1923, whichever is earlier.

(7) To consider the correspondence with the Director of Public Works with regard to the new drains on lake reclamation land, Colombo, and whether the Council are prepared to pay a moiety of the cost of extending the surface water drain across reclaimed land behind the Municipal Pumping Station at Slave Island, estimated to cost Rs. 6,500, the plans of which have been approved by the City Sanitation Engineer.—Recommended that the Council should pay in 1923 the moiety of the cost of Rs. 6,500 and that the amount of Rs. 3,250 be included in the Budget of 1923.

(8) With regard to the tenders received for the supply of 50,000 granite setts, to consider the recommendation of the Works Engineer that the tender of Mr. Silvester Peiris, at Rs. 175 per 1,000, and, in the event of his failure, that of Mr. C. V. Fernando, at Rs. 175 per 1,000 be accepted.—Recommended.

(10) To consider the Colonial Auditor's report for the financial year ending December 31, 1921, and the Financial Assistant's observation thereon. Considered. To be submitted to Council.

(11) To consider the recommendation of the Acting City Sanitation Engineer on the quotations received (through the Council's Agents) for the supply of 50 cast iron solid circular manhole covers and frames, and 25 cast iron ventilating manhole covers and frames, that the quotation of Messrs. Pease & Partners, Ltd., c. i. f. at £203 13s. 8d. be accepted (f.o.b. quoted c. i. f. figures approximately by Agents). The cost will be charged to Advance Account, Stores, and eventually debited to the vote concerned.—Recommended.

(12) To reconsider the report of the Works Engineer, dated June 15, 1922, with regard to the proposed erection of a laundry at Old Moor street, and the estimate of Rs. 24,686 from the Municipal Assessor for the acquisition of land.—Recommended that the survey for acquisition be proceeded with.

13. To consider the recommendation of the Works Engineer with regard to the quotations received for the supply of 2,000 cubic feet of first class Indian teak squares, that the quotation of Messrs. Lee, Hedges & Co., Ltd., at Rs. 3·74 per cubic foot, at a total cost of Rs. 7,480, be accepted. The expenditure will be charged to Advance Account, Stores.—Recommended.

(14) To consider the recommendation of the Works Engineer with regard to the quotations received (through the Council's Agents) for the purchase of gates for Borella and Kotahena markets, that the quotations of Messrs. Bostwick Gate Co., for 29 collapsible market gates, at a cost of £352 18s. c.i.f., Colombo, be accepted. The cost could be met from Vote I. 80 of 1922 Budget.—Recommended.

(15) To consider: (a) An application from Mr. S. Mack, Acting Assistant Sanitation Engineer for the advance of Rs. 600 towards the purchase of a two-seater car, to be repaid by 12 monthly instalments of Rs. 50 each.—(a) Recommended, and that in future all such advances should be paid back in twelve months, the advance to be given not to exceed an amount equivalent to three months' pay of the officer concerned; (b) the report of the Financial Assistant that interest should be charged at 5 per cent. per annum on the balance outstanding from time to time.—(b) recommended.



(16) To consider (a) The correspondence with regard to Government Housing Scheme, Kanatta site.—(a) considered; (b) the question of providing a vote of Rs. 7,190 for the extension of the Municipal sewer for a length of 550 feet.—(b) Recommended.

(17) To consider an estimate of Rs. 4,352·70 from the Acting City Sanitation Engineer for the erection of a store at Suduwella for the Sanitation Department. (Funds are provided under Vote I. K. 85).—Recommended.

(18) To consider an estimate of Rs. 1,900 from the Works Engineer for the erection of a temporary market at Borella, including upkeep and protection, for a period of 9 months. (Supplementary provision for the sum is necessary).—Recommended.

(19) To consider an application from the Works Engineer for the purchase of 1,000 barrels of cement (through the Council's Agents) at a cost of Rs. 10,810 at Rs. 15 to the pound, this works out at Rs. 10·81 per barrel, including Agents commission. The price is subject to shipping rebate later. The purchase will be made on Advance Account, Stores, the various votes being debited as and when the cement is used.—Recommended.

(21) To recommend the transfer of Rs. 1,110 from Vote I. 21, "Maintenance of Conservancy Buildings," to Vote I. 26/1, "Maintenance of Miscellaneous Buildings," in order to meet the cost of providing the Municipal court with 2 fans and the Veterinary Surgeon's Office with 1 fan and lights.—Recommended.

#### Resolutions.

With regard to item No. 3 (a) Mr. C. H. Z. Fernando opposed the recommendation.

The Chairman, Mr. R. L. Pereira, Mr. Harold Creasy, and Dr. W. P. Rodrigo took part in the discussion which ensued.

Dr. W. P. Rodrigo moved, as an amendment, to the recommendation of the Standing Committees that Mr. B. C. Seneviratne be appointed Assistant Drainage Engineer on probation at a salary to be decided by the four Standing Committees. Mr. E. W. Jayewardene seconded.

Mr. T. H. Tatham opposed the amendment, and supported the recommendation of the Standing Committees.

Dr. W. P. Rodrigo, with leave of Council, withdrew his motion.

Mr. T. H. Tatham moved that the recommendation of the Standing Committees be adopted. Mr. W. E. V. de Rooy seconded.

Mr. E. W. Jayewardene moved, as an amendment, that the applications be called for in Ceylon for the temporary post of Assistant Engineer (Drainage) on a salary of £400 a year. Dr. W. P. Rodrigo seconded.

Mr. C. H. Z. Fernando and Mr. A. E. de Silva supported the amendment.

Mr. W. Geddes spoke to the motion.

The Chairman suggested the following addition by way of amendment to the recommendation of the Standing Committees, namely, "who is to revert to the Public Works Department."

Mr. R. L. Pereira opposed the suggested addition, and the Chairman did not press it.

Mr. E. W. Jayewardene's amendment was put to the meeting and lost.

The original recommendation was put to the meeting and resulted in a discussion. The Chairman finally suggested the following in place of the recommendation of the Standing Committees, namely, "that the Hon. the Director of Public Works be asked to suggest the names of engineers who are willing to be seconded, with a view to appointing one of them an Assistant Engineer in the Municipality temporarily."

The amended recommendation was put to the meeting and carried.

With regard to item No. 3 (b), it was resolved that the resolution of Council in connection with the report of the Establishment Committee, *vide* page 221 of these Minutes, be adopted.

With regard to item No. 6 it was resolved that the recommendation of the Standing Committees be adopted, and that Mr. Samarakone be asked to continue in service till December 31, 1923.

Resolved that the recommendations of the Standing Committees, with regard to the remaining items, be adopted

#### Extracts from the Minutes of the Standing Committee on Finance of September 20, 1922.

(3) To recommend the sanction of Council for the purchase for the Sanitation Department (through the Council's Agents) of 3,000 4-in. stoneware pipes at an approximate cost of £250.—Recommended.

(4) To consider the recommendation of the Financial Assistant that in terms of Rule 21 of the Municipal Council Pension Minute (as amended by Council on December 5, 1919), a gratuity of Rs. 175·93 be granted to N. Appusingho, fitter, Waterworks Department, in view of his (a) old age, (b) his long service of 34 years and 3 months in the Waterworks Department, 20 years of which were under Government, and 14 years and 3 months under the Council.—Recommended.

(5) To consider: (a) a report of the Financial Assistant, dated August 28, 1922, with regard to the arrears of rates on premises Nos. 327/37, 328/37, 329/37A, 330/28, and 331/28A, San Sebastian Hill, for the 3rd and 4th quarters, 1914, amounting to Rs. 93·72.—(a) Considered.

(b) The recommendation of the Financial Assistant that the offer made on behalf of the owner, Mr. A. K. A. Razeen by his Proctor, without prejudice, to pay one-half of the amount due, *viz.*, Rs. 46·86, be accepted, and that the balance, half, amounting to Rs. 46·86, be written off as irrecoverable.—(b) Recommended.

(6) To recommend under section 24 of the Municipal Council Pension Minute the grant of a gratuity of Rs. 453·75 to the widow and two minor children of the late Mr. D. T. P. Gunawardena, Clerk, Finance Department, as follows:—Widow 3 months' pay, Rs. 198; temporary increase at 37½ per cent., Rs. 74·25 = Rs. 272·25. Two minor children, each Rs. 66, Rs. 132; temporary increase of 37½ per cent. each, Rs. 24·75, = Rs. 49·50, Rs. 181·50. Total Rs. 453·75.—Recommended.

(7) To consider an application from the Works Engineer for supplementary provision under the following votes to meet the cost of the increase of the minimum coolly wage to 70 cents, Vote I. 32, Conservancy of Main Drains, Rs. 600; 38, Scavenging, &c., Rs. 10,000. Total, Rs. 10,600; these sums could be transferred from the following votes:—I. 27, General upkeep of roads, Rs. 10,000; I. 49, Supply of coir dust, Rs. 600. Total, Rs. 10,600.—Recommended.

(8) To recommend transfer of Rs. 40 from vote K 13, "Stationery" to vote K 12, "Postage" (Waterworks Department), owing to the increase in the number of letters posted.—Recommended.

(9) To recommend the sanction of Council for the purchase (through the Council's Agents) from Messrs. Baird & Tatlock, of chemicals, &c., for the Public Health Department. The cost of same, including commission, insurance, and other charges, amount to Rs. 2,189·21. The cost has been charged to Advance Account, Stores, and will, in due course, be debited to the maintenance votes concerned.—Recommended.

(10) To consider letter No. 338 of August 24, 1922, from the Medical Officer of Health forwarding some unofficial correspondence with Lieut.-Col. Clemesha, the Secretary of the Hygiene Section of the British Empire Exhibition (1924).—Recommended, and that before the expenditure is incurred, inquiry should be made from the Colonial Auditor whether the charge can be passed.

(11) To re-consider the recommendation of the Acting City Sanitation Engineer that the tender of Mr. L. B. Goonetilleke for the supply of 200 tons of coconut shell charcoal to the Northern Pumping Station at Rs. 42·50 per ton be accepted.—Recommended.

(12) To consider a report of the Financial Assistant dated September 15, 1922, recommending that the arrears of rates amounting to Rs. 4,269·14 be written off as irrecoverable for reasons shown in the lists attached to the report.—Recommended.

(13) To consider the recommendation of the Financial Assistant that the tender of Mr. L. W. A. de Soysa for the purchase of animal ash from the refuse destructor, Prince of Wales' avenue, at Rs. 60 per ton for one year from October 14, 1922, be accepted.—Recommended that the tender be accepted.

(14) To consider (a) A report of the Financial Assistant dated September 11, 1922, with regard to the arrears of rates outstanding on premises Nos. 207 and 209, innerside of Customs limit, for 1919, 1920, and 1921, amounting to Rs. 2,365·69.—(a) Considered.

(b) The recommendation that under the circumstances one-half of the amount in arrears be written off, and that the balance of Rs. 1,182·85, together with current rates as they fall due, be recovered by instalments spread over a period of one year.—(b) Recommended.

#### Resolutions.

With regard to item No. 7, Vote I. 27 was altered to I. 28.

With regard to item No. 10 (corresponding to item No. 3 of the extracts from the Minutes of the Standing Committee on Sanitation and Markets of September 11, 1922), it was resolved that an expenditure of Rs. 1,500 be incurred, unless the Colonial Auditor rules the expenditure out of order.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

#### Extracts from the Minutes of the Standing Committee on Law and General Subjects of September 23, 1922.

(2) To consider the amendments necessary to Ordinance No. 9 of 1899 in order to legalize the free grant of graves in cemeteries.—Recommended as amended. (*Vide* annexure A attached at the end of these Minutes).

(3) With reference to the contract entered into with K. Shunmugassunderam Thevar of No. 794, Pamankada for shoeing of bulls at the Night Soil Depot for the year 1922, at the rate of Rs. 38 per mensem, to consider a claim for Rs. 190 being alleged damages said to have been sustained by him by reason of terminating the contract at the end of June, 1922, and also for the refund of security deposit of Rs. 100.—Recommended that he be paid Rs. 60, and that his deposit of Rs. 100 as security be refunded.

(4) To consider the Colonial Auditor's report for the financial year ending December 31, 1921, and the Financial Assistant's observations thereon.—Considered. To be submitted to Council.

(5) To consider a memorandum of the Chairman, dated September 16, 1922, with regard to Engineering staff.—Recommended that a Special Committee of four Members and the Chairman be appointed to revise the salaries of the Municipal staff, and to submit a scheme to Council. That no steps be taken to fill vacancies on the staff till the salaries are revised.

(6) To recommend reconveyance of premises No. 933A/208-933/212A-932/212A-931/212A and 928/204, Dematagoda, vested in the Council to Letitia Josephine Louisa Rajapakse, (2) Diana Rosamund Grace Rajapakse, subject to the conditions mentioned in Messrs. Julius & Creasy's report, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 1,876·47 has been paid up to and including the 2nd quarter, 1922.)—Recommended.

(7) To recommend reconveyance of premises No. 852/224, Dematagoda, vested in the Council to Thomas Silva Gunawardene, subject to the unsatisfied mortgages mentioned in Messrs. Julius & Creasy's report, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 177·83 has been paid up to and including the 1st quarter, 1922.)—Recommended.

(8) To recommend reconveyance of premises No. 738/92, Old Moor street, vested in the Council, to Idross Lebbe Marikar Pathu Muttu, subject to the conditions mentioned in Messrs. Julius & Creasy's report, dated August 18, 1922, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 459·69 has been paid up to and including the 2nd quarter, 1922.)—Recommended.

(9) To recommend reconveyance of premises No. 2,102/2A, 2,105/2B, 2,106/1, and 2,103/2A, Symond's road, vested in the Council, to Meera Lebbe Marikar Abdul Azeez (trustee for and on behalf of the Members of the Congregation of the Maradana small mosque), subject to the conditions mentioned in Messrs. Julius & Creasy's report on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 9,805·15 has been paid up to and including the 2nd quarter, 1922.)—Recommended.

(10) To recommend reconveyance of premises No. 1,011-1,015/16-23, De Wass lane, vested in the Council to Ponnayah Chetty Sathasivam, subject to the conditions and mortgages referred to in Messrs. Julius & Creasy's report, dated August 3, 1922, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 3,874·76 has been paid up to and including the 1st quarter, 1922.)—Recommended.

(11) To recommend reconveyance of premises No. 1,703/67, Temple road, vested in the Council to (1) Cottage Loranz de Silva, (2) Cottage William de Silva, subject to unsatisfied mortgages, *vide* Messrs. Julius & Creasy's report, dated August 14, 1922, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 647·83 has been paid up to and including the 2nd quarter, 1922.)—Recommended.

(12) To recommend reconveyance of premises No. 192/181-115, Sea street, vested in the Council to Charlotte Agnes Perera Samarasekera, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 1,308·15 has been paid up to and including the 2nd quarter, 1922.)—Recommended.

(13) To recommend reconveyance of premises No. 736-737/11 and 735/10, Church street, vested in the Council, to Nona Kitchill, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 2,518·80 has been paid up to and including the 2nd quarter, 1922.)—Recommended.

(14) To recommend reconveyance of premises No. 186/121-123, Sea street, vested in Council, to the under-mentioned parties, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 2,345·33 has been paid up to and including the 2nd quarter, 1922):—To George Edmund Perera, Emily Beatrice Perera, Letitia Agnes Weeratunga, Cecilia Margaret de Silva Seneveratne, Florence Winifred Block, an undivided 13/80 each; Eliza Swarnalatha and Charlotte Rosaline de Silva an undivided 5/80 each; Arthur Clarence de Silva, George Charles Simon de Silva, Grace Violet de Silva, and Arthur Kingsley de Silva an undivided 5/80 jointly in equal shares.—Recommended.

(15) To recommend reconveyance of premises No. 186/34, Malay street, vested in Council to Colenda Marikar Mohamed Shaheed on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 1,115.84 has been paid up to and including the 3rd quarter, 1922.—Recommended.)

*Resolutions.*

With regard to item No. 4, *vide* resolution of Council on page 223 of these Minutes in connection with item No. 6 of Sanitation Committee of September 11, 1922.

With regard to item No. 5, *vide* resolution of Council on page 221 of these Minutes in connection with the report of the Establishment Committee.

Resolved that the recommendations of the Standing Committee, with regard to the remaining items, be adopted.

The Chairman moved that the Council do resume, and that the resolutions of Council in Committee be adopted as amended. Mr. W. C. S. Ingles seconded.—Carried.

The Chairman formally moved in Council that the resolutions of Council in Committee and the recommendations of the various Committees, subject to any amendments of such recommendations by the Council in Committee be adopted. Dr. W. P. Rodrigo seconded.—Carried.

Dr. W. P. Rodrigo moved that the leave referred to in items Nos. 12 and 13 be sanctioned. The Chairman seconded.—Carried.

12. To sanction excess leave of 11 days over 42 days granted to Mr. G. G. de Silva, Head Draughtsman of the Works Department, owing to ill-health.

13. To sanction excess leave of 3 days over 42 days granted to Mr. D. J. G. Caldera, Head Clerk, Works Department, owing to illhealth.

The following documents were laid on the table :—

14. The quarterly report of the Medical Officer of Health for the 2nd quarter of 1922.

15. The City Analyst's report on town water for September, 1922, and the Municipal Bacteriologist's report on town water for September, 1922.

16. The progress report No. 142 of the Acting City Sanitation Engineer for September, 1922.

17. The report of the Resident Engineer, Colombo Drainage Works for August, 1922.

18. Report of the Municipal Bacteriologist of work done during September, 1922.

19. Statements of receipts and disbursements from January 1 to August 31, 1922, together with a statement of rice distribution accounts from March 1 to September 1, 1922, and progress reports showing expenditure for August, 1922.

Weekly statements *re* plague.

Attendance return of Committees of the Municipal Council for 1922.

C. L. I. Band Programme for October, 1922.

Return of average daily supply and consumption of water for September, 1922.

The Works Engineer's report for August, 1922, on the condition of tramway routes.

Diaries of the following officers for the month of September, 1922 :—The Works Engineer and his Assistants, the Waterworks Engineer and his Assistant, the Medical Officer of Health and his Assistants, the Prosecuting Inspectors, the Acting City Sanitation Engineer, the Financial Assistant to the Chairman and the officers of his Department, the Veterinary Surgeon and his officers, and the City Analyst.

T. REID,

Chairman, Municipal Council, and Mayor of Colombo.

Confirmed on November 1, 1922 :

T. REID,

Chairman, Municipal Council, and Mayor of Colombo.

*Annexure A.*

20. (3) The proper authority may, with the sanction of the Governor in Executive Council, make free grants or the exclusive right of burial within a certain burial place or places with or without the right to place any monument of grave-stone thereon, in any portion of the cemetery, not included in the portions sold under sections 12 and 20, either in perpetuity or for a limited time and subject to any conditions which he may think fit.

21. (2) The free grant under section 20 (3) of the exclusive right of burial in any part of the cemetery and of placing thereon any monument, tablet, or grave-stone, shall be made in the form "C" in schedule 11 of this Ordinance, or to the like effect, and shall be executed by the proper authority in the presence of two witnesses.

*Schedule 11.*

C.—FORM OF FREE GRANT OF BURIAL PLACE IN CEMETERY.

Whereas by order of Government dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D. issued under "The Cemeteries and Burials Ordinance, 1889," a general cemetery was established at \_\_\_\_\_ and vested in the \_\_\_\_\_ the proper authority under the said Ordinance.

Now, I the \_\_\_\_\_ for and on behalf of the proper authority, namely, the \_\_\_\_\_ do hereby under the provisions of section 20 (3) of the said Ordinance make a free grant unto \_\_\_\_\_ of the burial place numbered \_\_\_\_\_ (in the plan of the said cemetery), in extent \_\_\_\_\_; bounded on the north by \_\_\_\_\_, on the south by \_\_\_\_\_, on the east by \_\_\_\_\_, on the west by \_\_\_\_\_, in the said cemetery, to hold the same to the said \_\_\_\_\_ his heirs or executors in perpetuity (or for \_\_\_\_\_ years) for the purpose aforesaid, subject to the following conditions :—

Provided also that in the event of the said \_\_\_\_\_ his heirs or executors failing to use the said burial plot or plots, for the purpose for which it has hereby granted to him, within a period of \_\_\_\_\_ years, or failing or neglecting to maintain the same in good order and condition, it shall be competent for the Chairman for the time being for and on behalf of the proper authority, namely \_\_\_\_\_, to resume possession of the said plot or plots after giving three months' notice to the said \_\_\_\_\_ his heirs or executors of his intention so to do.

## Summary of Receipts and Disbursements from January 1 to September 30, 1922.

HEAD OF REVENUE.	Total.		HEAD OF EXPENDITURE.	Total.	
	Rs.	c.		Rs.	c.
A.—Taxes ..	308,145	45	A.—Non-effective charges ..	656,183	60
B.—Licenses ..	159,779	58	B.—Chairman ..	18,871	83
C.—Judicial fines ..	45,175	33	C.—Secretariat ..	65,913	52
D.—Tolls ..	9,616	5	D.—Finance Department ..	196,163	85
E.—Markets ..	70,923	99	E.—Veterinary Department ..	97,300	79
F.—Slaughter-house ..	41,392	2	F.—Municipal Court ..	14,868	20
G.—Conservancy ..	12,907	83	G.—Fire Brigade and Ambulances ..	63,321	3
H.—Cattle Mart and Quarantine Station ..	30,124	18	H.—Public Health Department ..	244,487	21
I.—Consolidated rate ..	2,137,508	11	I.—Works Department ..	1,495,183	9
K.—Water ..	500,494	16	K.—Waterworks Department ..	236,493	33
L.—Rents ..	43,419	75	L.—Assessing Department ..	44,590	76
M.—Miscellaneous ..	311,583	22	M.—Sanitation Department ..	363,908	64
				3,497,290	85
			Excess of receipts over expenditure carried to Balance Sheet ..	173,778	82
<b>Total ..</b>	<b>3,671,069</b>	<b>67</b>	<b>Total ..</b>	<b>3,671,069</b>	<b>67</b>

The Town Hall,  
Colombo, October 17, 1922.

G. H. N. SAUNDERS,  
Financial Assistant to the Chairman,  
Municipal Council.

## Balance Sheet, September 30, 1922.

LIABILITIES.		Rs.	c.	Rs.	c.	ASSETS.		Rs.	c.	Rs.	c.	
1. Loans outstanding :—						1. Capital expenditure :—						
(a) Government of Ceylon, duplication of 30-inch water main, &c. ..	3,000,000	0				(a) Duplication of 30-inch water main and filtration works ..	3,294,276	43				
(b) Government of Ceylon, Colombo Drainage Works ..	11,072,980	0				(b) Colombo Drainage Works :—						
				14,072,980	0	(1) Mansergh scheme ..	17,834,098	9				
2. Grant-in-Aid :—						(2) Public latrines and house connections ..	521,188	27				
Government of Ceylon, Colombo Drainage Works ..	—			7,100,000	0	(c) Raising of Labugama Reservoir dam ..	3,002	40				
3. Permanent works executed out of revenue :—						(d) Construction of new Town Hall ..	856	86				
(a) Waterworks ..	294,276	43							21,653,422	5		
(b) Colombo Drainage Works ..	—			294,276	43	2. Advance accounts :—						
4. Amount received on realization of Sinking Funds ..	—			1,894,823	39	(a) Miscellaneous ..	6,897	89				
5. Deposits :—						(b) Municipal quarries ..	53,924	48				
(a) Pending execution of works ..	53,722	70				(c) Advances on works, pending recovery ..	12,777	89				
(b) Miscellaneous ..	10,262	12				(d) Making articles for stock ..	2,343	82				
				63,984	82	(e) Plant and tools ..	11,948	75			87,897	83
6. Securities :—						3. Stock of stores :—						
(a) Tenders ..	8,203	16				(a) General store, Suduwella ..	215,752	90				
(b) Contractors ..	7,315	0				(b) Waterworks store, Maligakanda ..	237,949	60				
(c) Municipal Council officials ..	5,155	20				(c) District store, Pettah ..	50,516	5			504,218	55
(d) Miscellaneous ..	43,057	80									1,687	22
				63,731	16	4. Returned cheques, &c. ..	—					
7. Suspense accounts ..	—			2,946	44	5. Cash :—						
8. Excess of assets over liabilities :—						(a) At Bank on current account ..	645,243	77				
(a) Brought forward from 1921 ..	2,083,511	48				(b) At Bank on drainage account ..	5,913	12				
(b) Excess of receipts over payments up to September 30, 1922, as per summary of receipts and disbursements ..	173,778	82				(c) On fixed deposit account ..	2,850,000	0				
				2,257,290	30	(d) In hand :—						
						With Shroff, Municipal Council ..	1,650	0			3,502,806	89
<b>Total ..</b>	<b>—</b>	<b>—</b>		<b>25,750,032</b>	<b>54</b>	<b>Total ..</b>	<b>—</b>	<b>—</b>			<b>25,750,032</b>	<b>54</b>

The Town Hall,  
Colombo, October 17, 1922.

G. H. N. SAUNDERS,  
Financial Assistant to the Chairman,  
Municipal Council.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of consolidated rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the consolidated rates and costs be duly paid.

G. H. N. SAUNDERS,  
Financial Assistant to the Chairman,  
Municipal Council.

The Municipal Office,  
Colombo, November 14, 1922.

## SCHEDULE.

Date of Sale : December 13, 1922.

Francis road.

Premises No.	Quarter and Year.	Time of Sale. A.M.
50-25	2nd quarter, 1922	7. 0

Charlemont road.

3B-4A	2nd quarter, 1922	7. 5
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Pamañkade-Cotta road.

948-519B	2nd quarter, 1922	7.10
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## Prices of Foodstuffs, &amp;c., in Colombo, on November 15, 1922.

	Per Bushel	Wholesale. Rs. c.	Per Measure	Retail. Rs. c.
Paddy, Country	..	2 75	..	—
Paddy, Imported	..	—	..	—
Rice, Country	..	—	..	—
Rice, Kara	..	5 25	..	0 17
Rice, Kallunda	..	6 0	..	0 19
Rice, Sulai	..	6 50	..	0 20
Rice, Muttusamba	..	8 25	..	0 26
Raw Rice (Rangoon)	..	5 50	..	—
Raw Rice (Singapore)	..	5 0	..	—
Raw Rice (Batavia)	..	—	..	—
Dhall (Tuvarai)	..	—	..	0 35
Dhall (Mussouri)	..	—	..	0 17
Green Peas	..	—	..	0 21
Ulundu	..	—	..	0 18

	Per	Wholesale. Rs. c.	Per	Retail. Rs. c.
Gram	..	—	..	Seer 0 15
Wheat Flour	..	—	..	..lb. 0 15
American Flour	..	—	..	..do. 0 12
Ghee, Cow	..	—	..	..Seer 5 0
Ghee, Buffalo	..	—	..	..do. 2 75
Milk	..	—	..	..Bottle 0 40
Potatoes (Indian)	..	—	..	..lb. 0 12
Potatoes (Bangalore)	..	—	..	..do. 0 12
Onions (Bombay)	..	—	..	..do. 0 7
Onions, Red	..	—	..	..do. 0 6
Bread	..	—	..	..1-lb. loaf. 0 18
Tea	..	—	..	..lb. 1 0
Coffee	..	—	..	..do. 0 55
Limes	..	—	..	..Dozen 0 12
Coconuts	..	—	..	..Each 0 10
Sugar, Soft	..	—	..	..lb. 0 22
Sugar, Crepe	..	—	..	..do. 0 18
Sugar (Ceylon)	..	—	..	..do. —
Sugar Candy	..	—	..	..do. 0 25
Sugar, Brown	..	—	..	..do. —
Salt	..	—	..	..Measure 0 12
Salt	..	—	..	..lb. 0 6
Dried Chillies	..	—	..	..do. 0 28
Coriander	..	—	..	..do. 0 18
Pepper	..	—	..	..Measure 0 30
Garlic	..	—	..	..lb. 0 22
Mustard	..	—	..	..Measure 0 25
Turmeric	..	—	..	..lb. 0 25
Fenugreek	..	—	..	..do. 0 18
Cummin	..	—	..	..do. 0 50
Aniseed	..	—	..	..do. 0 36
Tamarind	..	—	..	..do. 0 12
Jaggery	..	—	..	..Bundle 0 30-36
Gingelly	..	—	..	..Seer 0 30
Gingelly Oil	..	—	..	..Bottle 1 25
Coconut Oil	..	—	..	..Measure 0 55
Kerosine Oil, Daylight	..	—	..	..Bottle 0 25
Kerosine Oil, Monkey Brand	..	—	..	..do. 0 24
Bulk Oil, Rising Sun	..	—	..	..do. 0 19
Matches, Three Stars	..	—	..	..Packet of 12 boxes 0 20
Matches (Japanese)	..	—	..	..do. 0 18
Beef	..	—	..	..lb. 0 35
Mutton	..	—	..	..do. 0 80
Pork	..	—	..	..do. 0 60
Chickens	..	—	..	..Each 0 50-75
Eggs	..	—	..	..do. 0 6
Dry Fish, Nettali (Hal-messan)	..	—	..	..lb. 0 30
Dry Fish (Maldiva)	..	—	..	..do. 0 84

G. H. N. SAUNDERS,  
The Municipal Office, Financial Assistant to the Chairman,  
Colombo, November 15, 1922. Municipal Council.

## MUNICIPALITY OF GALLE.

## Estimated Receipts and Proposed Expenditure for 1923.

Approved by Joint Standing Committees on Law, Sanitation, Finance, and Works of November 11, 1922. (Laid before the Council on November 11, 1922.)

Statement showing Estimated Revenue and Expenditure for the twelve months ending December 31, 1923.

REVENUE.	Rs. c.	EXPENDITURE.	Rs. c.
Estimated revenue as per details	229,800 0	Estimated expenditure as per details	233,255 0
Estimated deficit at December 31, 1923	3,455 0		
	233,255 0		233,255 0

## ESTIMATED REVENUE.

Abstract of the Estimated Revenue for Twelve Months from January 1 to December 31, 1923.

HEADS OF REVENUE.	Estimated for 1923. Rs. c.	HEADS OF REVENUE.	Estimated for 1923. Rs. c.
A.—Taxes	27,225 0	I.—Rents	1,800 0
B.—Assessment account	96,500 0	J.—Cemetery	300 0
C.—Licenses	11,915 0	K.—Waterworks	2,280 0
D.—Judicial fines	2,500 0	L.—Miscellaneous	27,700 0
E.—Tolls	17,945 0		
F.—Slaughter-house	1,825 0	Total	229,800 0
G.—Conservancy charges	21,000 0		
H.—Markets	18,810 0		

## ESTIMATED EXPENDITURE.

Abstract of the Estimated Expenditure for Twelve Months from January 1 to December 31, 1923.

HEADS OF EXPENDITURE.	Estimated for 1923. Rs. c.	HEADS OF EXPENDITURE.	Estimated for 1923. Rs. c.
A.—Non-effective charges ..	22,884 0	F.—Waterworks ..	7,922 0
B.—Chairman ..	1,000 0	G.—Municipal Court ..	2,632 0
C.—Secretariat ..	28,315 0	H.—Markets ..	3,148 0
D.—Health Department :—		I.—Slaughter-house ..	1,500 0
(a) Sanitation ..	19,547 0	J.—Cemetery ..	773 0
(b) Conservancy ..	25,104 0	K.—Street lighting ..	10,692 0
(c) Scavenging ..	18,560 0	L.—Miscellaneous ..	28,499 0
E.—Works Department :—			
(a) Recurrent ..	43,379 0	Total ..	233,255 0
(b) Extraordinary ..	19,300 0		

## REVENUE DETAILED.

HEADS OF REVENUE.	Estimated for 1923. Rs. c.	HEADS OF REVENUE.	Estimated for 1923. Rs. c.
A.—TAXES.		G.—CONSERVANCY.	
1 Commutation under the Road Ordinance ..	15,200 0	29 Conservancy fees ..	2,000 0
2 Tax on vehicles and animals ..	12,000 0		
3 Costs on recovery of tax on vehicles and animals ..	25 0	H.—MARKETS.	
	27,225 0	30 Fish market ..	1,500 0
B.—ASSESSMENT ACCOUNT.		31 Fish auction shed ..	9,000 0
4 Assessment rate ..	39,500 0	32 Meat market ..	800 0
5 Lighting rate ..	12,000 0	33 Green market ..	3,400 0
6 Water-rate ..	28,000 0	34 Fruit market ..	2,120 0
7 Consolidated rate ..	14,000 0	35 Offal market ..	90 0
8 Costs on recoveries ..	3,000 0	36 Fort market ..	250 0
	96,500 0	37 Dewate market ..	400 0
C.—LICENSES.		38 Kaluwella market ..	250 0
(a) Licenses.		39 Refreshment stalls ..	500 0
9 Auctioneers and brokers ..	1,120 0	40 Special licenses ..	500 0
10 Petroleum ..	400 0		18,810 0
11 Dangerous and offensive trades ..	2,000 0	I.—RENTS.	
	3,520 0	41 Pavilion, bathing wells, &c. ..	100 0
(b) Stamp Duty.		42 Encroachments ..	1,200 0
12 Carriages ..	500 0	43 Fruit trees ..	500 0
13 Hackeries ..	925 0		1,800 0
14 Jinrickshaws and bicycles ..	400 0	J.—CEMETERY.	
15 Carts ..	1,125 0	44 Burial fees ..	360 0
16 Motor vehicles ..	700 0		
17 Boats ..	275 0	K.—WATER.	
18 Firearms ..	825 0	45 House service connections ..	50 0
19 Foreign liquor shops ..	2,000 0	46 Sale of water ..	2,000 0
20 Butchers ..	50 0	47 Rent of meters ..	230 0
21 Proctors ..	1,200 0		2,280 0
22 Notaries ..	385 0	L.—MISCELLANEOUS.	
23 Poisons ..	10 0	48 Government grant-in-aid for the maintenance of Police ..	25,000 0
	8,395 0	49 Interest ..	500 0
D.—JUDICIAL FINES.		50 Sale of street sweepings ..	150 0
24 Judicial fines ..	2,500 0	51 Grazing fees ..	600 0
E.—TOLLS.		52 Registration of dogs ..	450 0
25 Contribution in lieu of tolls ..	17,945 0	53 Sundries ..	1,000 0
F.—SLAUGHTER-HOUSES.			27,700 0
26 Slaughtering fees ..	550 0	Total Revenue ..	229,800 0
27 Pounding and feeding fees ..	1,200 0		
28 Special licenses ..	75 0		
	1,825 0		

## EXPENDITURE DETAILED.

HEADS OF EXPENDITURE.		Estimated for 1923.		HEADS OF EXPENDITURE.		Estimated for 1923.	
		Rs.	c.			Rs.	c.
<b>A.—NON-EFFECTIVE CHARGES.</b>				<b>E.—WORKS DEPARTMENT.</b>			
1 Pensions ..	5,930	0	<i>(a) Recurrent.</i>				
2 Audit of accounts ..	1,250	0	51 Salaries ..	5,020	0		
3 Annuity on waterworks loan ..	3,500	0	52 Allowances ..	1,380	0		
4 Interest and sinking fund on sanitary loan ..	2,255	0	53 Maintenance of roads ..	25,000	0		
5 Interest and sinking fund on new waterworks loan ..	9,000	0	54 Maintenance of culverts and drains ..	1,500	0		
6 Temporary increase to pensioners ..	649	0	55 Maintenance of bridges ..	3,000	0		
7 Grant to Friend-in-Need Society ..	300	0	56 Maintenance of buildings ..	2,000	0		
	22,884	0	57 Clearing canals ..	1,500	0		
			58 Watering streets ..	600	0		
<b>B.—CHAIRMAN.</b>				59 Tools ..	500	0	
8 Allowance ..	1,000	0	60 Park, seats, &c. ..	500	0		
			61 Repairs to carts ..	500	0		
<b>C.—SECRETARIAT.</b>				62 Minor works ..	1,000	0	
9 Salaries ..	11,967	0	63 Temporary increase to officers ..	879	0		
10 Allowances ..	810	0		43,379	0		
11 Commission, road tax ..	1,250	0	<i>(b) Extraordinary.</i>				
12 Commission, vehicle tax ..	200	0	64 Shade trees ..	150	0		
13 Commission, assessment rate ..	2,000	0	65 Road rollers ..	750	0		
14 Commission, lighting rate ..	750	0	66 Drainage, Jail road ..	1,900	0		
15 Commission, water-rate ..	1,500	0	67 Bope bridge ..	15,000	0		
16 Commission, consolidated rate ..	800	0	68 New carts ..	1,500	0		
17 Allowance to collectors ..	720	0		19,300	0		
18 Part fines to Inspector of vehicles ..	25	0	<b>F.—WATERWORKS.</b>				
19 Assessment and sale of properties ..	750	0	69 Salaries ..	3,644	0		
20 Printing ..	3,000	0	70 Allowances ..	180	0		
21 Stationery ..	600	0	71 House service connections ..	100	0		
22 Telephone ..	180	0	72 Maintenance of service roads ..	1,500	0		
23 Cart plates, &c. ..	700	0	73 Maintenance of bungalows ..	100	0		
24 Miscellaneous ..	1,000	0	74 Maintenance of reservoir ..	500	0		
25 Temporary increase to officers ..	2,063	0	75 Maintenance of mains ..	500	0		
	28,315	0	76 Weeding banks of reservoirs ..	660	0		
			77 Minor works ..	100	0		
<b>D.—HEALTH DEPARTMENT.</b>				78 Temporary increase to officers ..	638	0	
<i>(a) Sanitation.</i>					7,932	0	
26 Salaries ..	10,376	0	<b>G.—MUNICIPAL COURT.</b>				
27 Allowances ..	3,120	0	79 Salaries ..	555	0		
28 Uniforms ..	250	0	80 Municipal Magistrate ..	500	0		
29 Infectious diseases ..	3,000	0	81 Council's lawyer ..	1,500	0		
30 Rat destruction ..	750	0	82 Temporary increase to officers ..	77	0		
31 Analysis of water, &c. ..	150	0		2,622	0		
32 Sundry charges ..	300	0	<b>H.—MARKETS.</b>				
33 Temporary increase to officers ..	1,601	0	83 Salaries ..	594	0		
	19,547	0	84 Cooly ..	162	0		
<i>(b) Conservancy.</i>				85 Fish auction shed ..	1,998	0	
34 Salaries ..	2,400	0	86 Sundry charges ..	150	0		
35 Allowances ..	360	0	87 Temporary increase to officers ..	244	0		
36 Wages of coolies ..	9,780	0		3,148	0		
37 Hire of bulls and drivers ..	5,120	0	<b>I.—SLAUGHTER-HOUSES.</b>				
38 Buckets ..	2,500	0	88 Salaries ..	414	0		
39 Disinfectants ..	1,500	0	89 Cooly ..	150	0		
40 Coir dust ..	850	0	90 Grass ..	863	0		
41 Upkeep of night soil depôt ..	500	0	91 Temporary increase to officers ..	73	0		
42 Commission, conservancy fees ..	1,200	0		1,500	0		
43 Sundry charges ..	500	0					
44 Temporary increase to officers ..	384	0					
	25,104	0					
<i>(c) Scavenging.</i>							
45 Salaries ..	1,440	0					
46 Wages of coolies ..	8,088	0					
47 Conservancy of Victoria park ..	400	0					
48 Hire of bulls and drivers ..	7,980	0					
49 Sundry charges ..	400	0					
50 Temporary increase to officers ..	252	0					
	18,560	0					

HEADS OF EXPENDITURE.		Estimated for 1923.	HEADS OF EXPENDITURE.		Estimated for 1923.
J.—CEMETERY.		Rs. c.	L.—MISCELLANEOUS.		Rs. c.
92 Salaries .. .. .		360 0	100 Vagrants' charges .. .. .		1,000 0
93 Coolies .. .. .		300 0	101 Refunds .. .. .		600 0
94 Sundry charges .. .. .		50 0	102 Rents .. .. .		685 0
95 Temporary increase to officers .. .. .		63 0	103 Seizure and destruction of dogs .. .. .		400 0
		773 0	104 Town schools (salary of Attendance Officer) .. .. .		360 0
			105 Town clock keeper .. .. .		120 0
			106 Town clock repairs, &c. .. .. .		100 0
			107 Fire brigade .. .. .		50 0
			108 Legal expenses .. .. .		100 0
			109 Contribution to cost of Police .. .. .		25,000 0
			110 Temporary increase to officers .. .. .		84 0
					28,499 0
					10,662 0
					Total Expenditure .. .. .
					233,255 0

K.—STREET LIGHTING.		Pensions.		Amount per Annum.
		Office on Retirement.		Rs. c.
96 Salaries .. .. .		540 0	Superintendent of Works and Head Inspector .. .. .	833 33
97 Wages of coolies .. .. .		1,620 0	Inspector .. .. .	500 0
98 Oil, lamps, &c. .. .. .		8,500 0	Third Clerk .. .. .	210 43
99 Temporary increases to officers .. .. .		32 0	Inspector .. .. .	387 50
			Head Clerk and Accountant .. .. .	1,283 33
			Shroff .. .. .	237 72
			Superintendent of Works and Head Inspector .. .. .	2,080 0
			Inspector .. .. .	301 60
			<i>Long Service Allowances.</i>	
			Latrine cooly .. .. .	36 0
			Overseer, Pettigala canal .. .. .	60 0
				5,929 91

## Taxes proposed to be levied for 1923.

Description of Tax.	Maximum leviable under the Ordinance.	Amount at present levied.	Amount proposed to be levied in 1923.	Authority.
	Rs. c.	Rs. c.	Rs. c.	
For every vehicle other than a motor car, motor tricar, motor lorry, motor bicycle, cart, handcart, jinricksha, bicycle or tricycle .. .. .	5 0	5 0	5 0	Sections 127 and 132 of Ordinance No. 6 of 1910
For every bicycle or tricycle, or bicycle-car or cart, or tricycle car or cart .. .. .	3 0	3 0	3 0	
For every cart .. .. .	4 0	4 0	4 0	
For every hand cart .. .. .	4 0	4 0	4 0	
For every jinricksha .. .. .	2 50	2 50	2 50	
For every horse, pony, or mule .. .. .	2 50	2 50	2 50	
For every bullock or ass .. .. .	1 0	1 0	1 0	
Children's vehicles, the wheels of which do not exceed 26 inches in diameter, wheel barrows and handcarts not used for trade purposes are exempted from payment.				
Registration fee on every dog .. .. .	1 50	1 50	1 50	Section 5 of Ordinance No. 25 of 1901
A tax payable under section 129 of Ordinance No. 6 of 1910 in six days' labour, or a sum of Rs. 2 in commutation of such labour, and such further labour and money commutation as is provided for under the provisions of "The Road Ordinance, 1861," and of the amending Ordinance No. 31 of 1884.				
Assessment rate within the police limits .. .. .	—	8½ per cent. on annual value	8½ per cent. on annual value	Section 115 of Ordinance No. 6 of 1910
Lighting rate within the police limits .. .. .	—	3¼ per cent. on annual value	3¼ per cent. on annual value	
Water-rate within the police limits .. .. .	—	6 per cent. on annual value	6 per cent. on annual value	
Consolidated rate outside the police limits, but within Municipal limits .. .. .	—	7 per cent. on annual value	7 per cent. on annual value	



## Detailed Statement of the Municipal Staff, their Salaries, Allowances, and Increments.

Name of Officer.	Present Post.	Date of First Appointment.	Salary.			Increment.	Date of Increment.	Salary for 1923.	Allowance.
			Commencing.	Maximum.	On Dec. 31, 1922.				
			Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	
1. F. Bartlett	Chairman	6-5-21	—	—	—	Vote 8	—	1,000 0a	
<b>SECRETARIAT.</b>									
2. Arthur Arndt	Secretary	1-8-17	3,000 0	4,500 0	3,500 0	250 0	1-1-23	3,750 0	480 0a
3. L. L. Ludowyk	Head Clerk and Accountant	1-9-89	1,500 0	2,000 0	2,000 0	—	—	2,000 0	300 0b
4. F. de S. Abeyratne	2nd Clerk	14-12-08	960 0	1,500 0	1,160 0	50 0	1-1-23	1,210 0	—
5. S. G. E. de Alwis	3rd Clerk	1-1-05	750 0	1,000 0	897 0	25 0	1-1-23	922 0	—
6. K. S. Mohideen Lebbe	Shroff	1-10-15	750 0	1,000 0	872 0	25 0	1-1-23	897 0	—
7. M. A. Marikar	4th Clerk	22-5-16	510 0	760 0	535 0	25 0	1-1-23	560 0	—
8. W. Jayalat	5th Clerk	1-4-17	360 0	660 0	410 0	25 0	1-1-23	435 0	—
9. M. K. M. Meedin	6th Clerk	23-4-17	360 0	660 0	410 0	25 0	1-1-23	435 0	—
10. T. D. Abeywardena	7th Clerk	1-9-22	360 0	660 0	360 0	25 0	1-1-24	360 0	—
11. W. W. J. Wijesinghe	Arachchi	1-9-94	240 0	360 0	360 0	—	—	360 0	—
12. W. T. Hinni Appu	Peon	1-5-01	180 0	300 0	246 0	6 0	1-1-23	252 0	—
13. W. T. Endris Appu	do.	6-6-07	180 0	300 0	198 0	6 0	1-1-23	204 0	30 0c
14. N. A. Charles Appu	do.	21-5-08	180 0	300 0	198 0	6 0	1-1-23	204 0	—
15. G. H. G. Hinni Appu	do.	11-2-19	180 0	300 0	192 0	6 0	1-1-23	198 0	—
16. —	Inspector of Vehicles	—	180 0	—	180 0	—	—	180 0	—
							Vote 9	11967 0	810 0d
<b>PUBLIC HEALTH DEPARTMENT.</b>									
<i>(a) Sanitation Branch.</i>									
17. D. S. M. E. Perera	Medical Officer of Health	23-5-17	3,600 0	6,000 0	4,560 0	480 0	23-5-23	4,851 61	1,200 0e
18. W. W. Ranasinghe	Clerk	20-2-14	360 0	660 0	435 0	25 0	1-1-23	460 0	—
19. A. H. Nallawangsa	Inspector, Ward No. 5	24-4-99	480 0	840 0	786 0	30 0	1-1-23	816 0	360 0f
20. C. A. Anthonisz	do. do. 3	3-3-13	480 0	840 0	582 0	30 0	1-1-23	612 0	360 0f
21. C. G. E. Ferreira	do. do. 1	15-5-13	480 0	840 0	582 0	30 0	1-1-23	612 0	240 0f
22. H. T. W. Dissanayake	do. do. 2	4-1-13	480 0	840 0	546 0	30 0	1-1-23	576 0	240 0f
23. N. P. B. Wijesekera	do. do. 4	1-12-20	480 0	840 0	480 0	30 0	1-1-24	480 0	360 0f
24. A. D. Haniffa	do. Relieving	1-1-21	480 0	840 0	510 0	30 0	1-1-23	540 0	360 0f
25. M. A. Diashamy	Peon	1-4-14	180 0	300 0	192 0	6 0	1-1-23	198 0	—
26. Ceciliana Soysa	Midwife	1-4-19	480 0	480 0	480 0	—	—	480 0	—
27. Abeydeera Sarnelis	Caretaker, Segregation Camp	1-6-17	180 0	—	180 0	—	—	180 0	—
							Vote 26	9,805 61	3,120 0g
<i>(b) Conservancy Branch.</i>									
28. —	Manager	—	480 0	840 0	480 0	30 0	—	510 0	180 0a
29. D. J. Dewasurendara	Overseer	1-1-21	360 0	360 0	360 0	—	—	360 0	—
30. D. A. A. Jayawardena	do.	1-4-18	360 0	360 0	360 0	—	—	360 0	—
31. C. Wijewardena	do. depôt	15-5-18	240 0	360 0	264 0	12 0	1-1-23	276 0	—
32. K. V. G. A. Ranis Appu	Kangany	1-7-17	210 0	300 0	219 0	9 0	1-1-23	228 0	—
33. N. B. Stephen	do.	1-10-19	210 0	300 0	219 0	9 0	1-1-23	228 0	—
34. W. G. Ratnaike	do.	1-1-21	210 0	300 0	219 0	9 0	1-1-23	228 0	—
35. —	do.	—	210 0	300 0	—	—	—	210 0	—
							Vote 34	2,400 0	180 0h
<i>(c) Scavenging Branch.</i>									
36. J. Buultjens	Overseer	1901	360 0	360 0	360 0	—	—	360 0	—
37. H. Wijetunga	do.	16-8-19	360 0	360 0	360 0	—	—	360 0	—
38. R. E. de Silva	do.	1-1-13	360 0	360 0	360 0	—	—	360 0	—
39. D. Rahaman	do.	13-1-16	360 0	360 0	360 0	—	—	360 0	—
							Vote 45	1,440 0	—
<b>WORKS DEPARTMENT.</b>									
40. F. C. B. Toussaint	Superintendent of Works	10-4-18	3,000 0	5,000 0	3,600 0	200 0	1-1-23	3,800 0	1,200 0e
41. F. C. Madawala	Inspector of Works	16-6-13	720 0	1,200 0	944 0	48 0	1-1-23	992 0	180 0i
42. E. G. D. William	Cart Shed Overseer	1-11-11	210 0	240 0	222 0	6 0	1-1-23	228 0	—
							Vote 51	5,020 0	1,380 0j

a Commuted.

b Personal allowance to be reckoned for pension.

c Personal as Bookbinder.

d Vote 10.

e Motor car.

f House and bicycle.

g Vote 27.

h Vote 35.

i Bicycle.

j Vote 52.

## Detailed Statement of the Municipal Staff, their Salaries, Allowances, and Increments—contd.

Name of Officer.	Present Post.	Date of First Appointment.	Salary.			Increments.	Date of Increment.	Salary for 1923.	Allowance.
			Com-mencing.	Maxi-mum.	On Dec. 31, 1922.				
			Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	
<b>WATERWORKS DEPARTMENT.</b>									
43. E. Nanayakkara	Clerk and Store-keeper	15-11-16	360 0	660 0	471 0	25 0	1-1-23	496 0	60 0 <sup>a</sup>
44. K. P. Edwin	Peon	1-9-19	180 0	300 0	192 0	6 0	1-1-23	198 0	—
45. M. J. D. Hendrick Silva	Town Overseer	1-9-11	480 0	720 0	540 0	10 0	1-1-23	550 0	120 0 <sup>b</sup>
46. S. W. Charles Appu	Overseer, Hiyare	1-9-11	360 0	360 0	360 0	—	—	360 0	—
47. R. Mohamado	Fitter	14-10-11	480 0	720 0	624 0	12 0	1-1-23	636 0	—
48. D. James	Turncock	1-9-17	180 0	240 0	222 0	6 0	1-1-23	228 0	—
49. G. James	do.	1-10-17	180 0	240 0	198 0	6 0	1-1-23	204 0	—
50. N. G. James	do.	1-6-19	180 0	240 0	198 0	6 0	1-1-23	204 0	—
51. Abraham Appu	Patrol	1-10-11	180 0	240 0	198 0	6 0	1-1-23	204 0	—
52. A. G. Charles	do.	1-12-20	180 0	240 0	186 0	6 0	1-1-23	192 0	—
53. P. V. Richards	do.	6-1-21	180 0	240 0	186 0	6 0	1-1-23	192 0	—
54. J. J. Ondatje	Guardian, Bikke Reservoir	1-5-18	180 0	180 0	180 0	—	—	180 0	—
							Vote 69	3,644 0	180 0 <sup>c</sup>
<b>MUNICIPAL COURT.</b>									
55. —	Municipal Magistrate	—	—	—	—	—	—	—	500 0
56. H. C. Peries	Council's Lawyer	16-5-19	—	—	—	—	—	—	1,500 0
57. H. D. Jayasekera	Clerk	1-12-19	360 0	660 0	410 0	25 0	1-1-23	435 0	—
58. W. W. J. Wijesinghe	Process Server	1-1-94	—	—	—	—	—	60 0	—
59. N. A. Charles Appu	do.	1-6-20	—	—	—	—	—	60 0	—
							Vote 79	555 0	2,000 0 <sup>d</sup>
<b>MARKETS.</b>									
60. Odris de Silva	Market Bazaar Master,	5-9-07	360 0	540 0	396 0	18 0	1-1-23	414 0	—
61. K. A. Sadriz	Market Master, Kaluwella	1-4-12	180 0	180 0	180 0	—	—	180 0	—
							Vote 83	594 0	—
<b>FISH AUCTION SHED.</b>									
62. J. M. Serpanchy	Accounting Clerk	27-10-21	600 0	600 0	—	—	—	600 0	—
63. H. K. G. M. Rajapakse	do.	27-10-21	600 0	600 0	—	—	—	600 0	—
64. W. W. D. Wijesinghe	Crier	1-9-13	180 0	240 0	198 0	6 0	1-1-23	204 0	—
65. K. L. A. Dias	do.	16-3-16	180 0	240 0	198 0	6 0	1-1-23	204 0	—
66. Thegriz Appu	Watcher	11-2-16	180 0	240 0	198 0	6 0	1-1-23	204 0	—
67. K. L. Charles Dias	do.	1-4-21	180 0	240 0	180 0	6 0	1-1-23	186 0	—
							Vote 85	1,998 0	—
<b>SLAUGHTER-HOUSE.</b>									
68. M. M. Hassan	Slaughter-house Keeper, Bazaar	1-10-16	360 0	540 0	396 0	18 0	1-1-23	414 0	—
							Vote 88	414 0	—
<b>GENERAL CEMETERY.</b>									
69. O. L. Jansz	Cemetery Keeper	1-5-20	300 0	360 0	360 0	—	—	360 0	—
							Vote 92	360 0	—
<b>STREET LIGHTING.</b>									
70. A. D. S. Wickramaratna	Overseer	1-4-22	360 0	360 0	360 0	—	—	360 0	—
71. K. A. Sadriz	do.	1-11-16	180 0	180 0	180 0	—	—	180 0	—
							Vote 96	540 0	—
<b>MISCELLANEOUS.</b>									
72. M. A. Marikar	Attendance Officer	22-5-16	360 0	360 0	360 0	—	—	360 0	—
73. D. J. Dewasurendara	Town Clock Keeper	27-9-12	120 0	120 0	120 0	—	—	120 0	—
							Votes 105 and 106	480 0	—

<sup>a</sup> As Storekeeper.  
The Municipal Office,  
Galle, November 11, 1922.

<sup>b</sup> House.

<sup>c</sup> Vote 70.

<sup>d</sup> Votes 80 and 81.

F. BARTLETT,  
Chairman.

## ROAD COMMITTEE NOTICES.

## Lantern Hill-Somerset Estate Cart Road.

NOTICE is hereby given that in terms of the Estates Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee of the above road will be held on Monday, November 20, 1922, at Cooroondoo-watta estate, bungalow, at 10 A.M.

*Business.*

1. To draw up an estimate for the maintenance of the road for the year commencing October 1, 1922.
2. To consider and report the names of the estates (with their acreages) which are interested in and which use the road, the sections of the road which these estates use, and the names of the proprietors, resident managers or superintendents, and of the agents of these estates.
3. Any other business of which due notice is given.

E. P. ANDREWS,

Somerset estate, Chairman, Local Committee.  
Gampola, November 4, 1922.

## Ulapane-Riverside Branch Road.

NOTICE is hereby given that, in terms of "The Branch Roads Ordinance, No. 14 of 1896," a meeting of the Local Committee of the above road will be held on Wednesday, November 29, 1922, at Mahavilla Factory, at 10 A.M.

*Business.*

To consider and report to the Provincial Road Committee with regard to—

- (a) The names of the estates (with their acreages) which are interested in and which use the road and the Ulapane bridge;
- (b) The sections of the road used by these estates;
- (c) The names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

Mahavilla estate, GEO. BENZIE,  
Ulapane, November 9, 1922. Chairman.

## Golohenwatta-Yattawatta Branch Road.

NOTICE is hereby given that, in terms of "The Branch Roads Ordinance, No. 14 of 1896," a meeting of the estate representatives interested in the above road will be held on Wednesday, November 29, 1922, at the Dangan Estate Factory, at 8 A.M., for the purpose of electing a Local Committee to perform the duties imposed by the said Ordinance for two years.

The Local Committee, immediately after the election, will hold a meeting for the following business, viz. :—

1. To consider and report to the Provincial Road Committee with regard to—
  - (a) The names of the estates (with their acreages) which are interested in and which use the road.
  - (b) The sections of the road used by these estates.
  - (c) The names of the proprietors, resident managers, or superintendents, and of the agents of these estates.
2. Any other business of which due notice is given.

N.B.—The General Meeting for the election of the Local Committee should consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman,  
Kandy, November 14, 1922.

## Dotale Branch Road.

NOTICE is hereby given that, in terms of "The Branch Roads Ordinance, No. 14 of 1896," a meeting of the Local Committee for the above road will be held on Tuesday, December 5, 1922, at Elkaduwa Factory, at 9 A.M.

*Business.*

To consider and report to the Provincial Road Committee with regard to—

- (a) The names of the estates (with their acreages) which are interested in and which use the road;

- (b) The sections of the roads used by these estates;
- (c) The names of the proprietors, resident managers, or superintendents, and of the agents of these estates—for the assessment of the moiety of cost of maintenance for the year ending September 30, 1923.

Hunasgiriya Group, C. C. DU PRE MOORE,  
Wattegama, November 8, 1922. Chairman.

## Norton-Carolina Branch Road.

NOTICE is hereby given that, in terms of "The Branch Roads Ordinance, No. 14 of 1896," a meeting of the estate representatives interested in the above road will be held on Monday, December 4, 1922, at the Norton Factory, at 4 P.M., for the purpose of electing a Local Committee to perform the duties imposed by the said Ordinance for two years.

The Local Committee, immediately after the election, will hold a meeting for the following business, viz. :—

1. To consider and report to the Provincial Road Committee with regard to—
  - (a) The names of the estates (with their acreages) which are interested in and which use the road and bridge.
  - (b) The sections of the road used by these estates.
  - (c) The names of the proprietors, resident managers, or superintendents, and of the agent of these estates.
2. Any other business of which due notice is given.

N.B.—The General Meeting for the election of the Local Committee should consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

Provincial Road Committee's Office, W. L. KINDERSLEY,  
Kandy, November 14, 1922. Chairman.

## Maskeliya Branch Roads.

NOTICE is hereby given that, in terms of "The Branch Roads Ordinance, No. 14 of 1896," a meeting of the estate representatives interested in the above road will be held on Tuesday, November 28, 1922, at the Maskeliya Club, at 5 P.M., for the purpose of electing a Local Committee to perform the duties imposed by the said Ordinance for two years.

The Local Committee, immediately after the election, will hold a meeting for the following business, viz. :—

2. To consider and report to the Provincial Road Committee with regard to—
  - (a) The names of the estates (with their acreages) which are interested in and which use the roads.
  - (b) The sections of the roads use by these estates.
  - (c) The names of the proprietors, resident managers, or superintendents, and of the agents of these estates for the assessment of the moieties of cost of maintenance for the year ending September 30, 1923.

Norwood-Maskeliya road	Maskeliya bridge
Maskeliya-Crudon	Laxapana bridge
Brownlow-I ucombe	Situla-ganga bridge
Norwood-Upcot	

Provincial Road Committee's Office, W. L. KINDERSLEY,  
Kandy, November 14, 1922. Chairman.

## Rattota-Gammaduwa 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 the 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, December 9, 1922, at 10.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contribution:—

Government moiety .. Rs. 1,600·00  
Private contributions .. Rs. 4,725·50

1st to 5th section, 5 miles.

Proprietors or Agents.	Estates.	Acreage.
Consolidated Estates Company	Ellagalla	516
F. Liesching..	Dawala	80

1st to 6th section, 6 miles.

Proprietors or Agents.	Estates.	Acreage.
Opalgalla Tea and Rubber Estates Co., Ltd.	Opalgalla Group	1,544
A. H. D. Bastian de Silva	Kuda-oya	331

1st to 7th section, 7 miles.

Proprietors or Agents.	Estates.	Acreage.
A. Dahampet and Henry Todd.	Altwood	102
Robert de Zoysa	Dromoland, Ew-hurt, and Park	503

Proprietors or Agents.	Estates.	Acreage.
Forest Hill Tea Co. (Cumberbatch & Co.)	Dooromadella and Mousakanda	1,111
Do.	Forest Hill	121
Do.	Kensington	325

Proprietors or Agents.	Estates.	Acreage.
New Ceylon Plantation Co., Ltd.	Gammaduwa, Carton	1,158
F. R. C. Storey	Karagahatenna, Gal-bodde, Dryburgh, and Moncrieff	1,220

Proprietors or Agents.	Estates.	Acreage.
Nambena Estates, Ltd.	Nargalla	490
Forest Hill Tea Co. (Cumberbatch & Co.)	Yalam Malai	461
Nambena Estates, Ltd.	Nambena	288

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

Provincial Road Committee's Office, W. L. KINDERSLEY,  
Kandy, November 14, 1922. Chairman.

Wanarajah Branch Road.

NOTICE is hereby given that, in terms of "The Branch Roads Ordinance, No. 14 of 1896," a meeting of the estate representatives interested in the above road will be

held on Monday, December 18, 1922, at 11 A.M., at Caslereagh Factory, for the purpose of electing a Local Committee to perform the duties imposed by the said Ordinance for two years.

The Local Committee, immediately after the election, will hold a meeting for the following business, viz. :—

To consider and report to the Provincial Committee with regard to—

- The names of the estates (with their acreages) which are interested in and which use the road;
- The sections of the road used by these estates;
- The names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

N.B.—The General Meeting for the election of the Local Committee should consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

Provincial Road Committee's Office, W. L. KINDERSLEY,  
Kandy, November 14, 1922. Chairman.

Kadugannawa-Alagalla Branch Road.

NOTICE is hereby given that, in terms of "The Branch Roads Ordinance, No. 14 of 1896," a meeting of the Local Committee for the above road will be held on Wednesday, November 29, 1922, at Kirimittia bungalow, at 4.15 P.M.

Business.

To consider and report to the Provincial Road Committee with regard to—

- The names of the estates (with their acreages) which are interested in and which use the road;
- The sections of the road use by these estates;
- The names of the proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of the moiety of the cost of maintenance for the year ending September 30, 1923.

Kirimittia Estate, GORDON SKENE,  
Kadugannawa, November 13, 1922. Chairman.

## LOCAL BOARD NOTICES.

### Assessment Tax, 1923, Local Board, Moratuwa.

IT is hereby notified that the Local Board of Health and Improvement of the town of Moratuwa, has, in terms of section 30 of the Local Boards Ordinance, No. 13 of 1898, as amended by section 2 (2) of Ordinance No. 19 of 1905, made and assessed for the year 1923, over and above the sum necessary for the maintenance of the Police for the said town a rate of 5 per centum on the annual value of all houses and buildings of any description, and of lands and tenements whatsoever within the limits of the Local Board of Moratuwa, subject to the provisions of the aforesaid section.

Local Board Office,  
Moratuwa, November 10, 1922.

L. L. HUNTER,  
Chairman.

### Commutation Tax, 1923, Local Board, Moratuwa.

NOTICE is hereby given to persons residing within the limits of the Local Board of Moratuwa, that the Board, acting under the provisions of section 35 of the Ordinance No. 13 of 1898, has resolved that on account of the year 1923, a tax payable in six days' labour be imposed upon all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1923.

Local Board Office,  
Moratuwa, November 10, 1922.

L. L. HUNTER,  
Chairman.

### Dog Tax, 1923, Local Board, Moratuwa.

NOTICE is hereby given to persons residing within the limits of the Local Board of Moratuwa, that the said Board, acting under the provisions of section 5 of Ordinance No. 25 of 1901, has resolved that an annual tax be imposed for the year 1923 on every dog, kept within the town for which such Board is constituted at the rate specified below:—

For every dog Re. 1·50.

Local Board Office,  
Moratuwa, November 10, 1922.

L. L. HUNTER,  
Chairman.

### Vehicles and Animals Taxes, 1923, Local Board, Moratuwa.

NOTICE is hereby given to persons residing within the limits of the Local Board of Moratuwa, that the said Board, acting under the provisions of section 36 of Ordinance No. 13 of 1898, has resolved that an annual tax be imposed for the year 1923 on all carriages, carts, hackeries, rickshaws, horses, ponies, mules, bullocks, and asses kept or used within the town for which such Board is constituted, and which are not (as respects carts, carriages,

and coaches) referred to in section 29 of Ordinance No. 13 of 1898 at the rates specified in the schedule hereto annexed:—

## SCHEDULE.

	Rs.	c.
For every carriage ..	5	0
For every cart ..	2	0
For every hackery ..	2	0
For every rickshaw ..	2	50
For every horse ..	2	50
For every pony or mule ..	2	50
For every bullock or ass ..	0	50

Local Board Office,  
Moratuwa, November 10, 1922.

L. L. HUNTER,  
Chairman.

## Motor Car Taxes, 1923, Local Board, Moratuwa.

NOTICE is hereby given to person residing within the limits of the Local Board, Moratuwa, that the annual tax payable to, and recoverable by, the Chairman of the Board, under section 53 of Ordinance No. 4 of 1916, in respect of mechanically propelled vehicles kept or used within the town of Moratuwa, shall be at the rates specified in the schedule hereto annexed:—

## SCHEDULE.

(a) Cars according to the following scale:—

	Rs.	c.
Not exceeding 5 cwt., unloaded ..	10	0
Exceeding:—		
5 cwt. and not exceeding 10 cwt., unloaded ..	20	0
10 do. 15 do. ..	30	0
15 do. 20 do. ..	35	0
20 do. 25 do. ..	40	0
25 do. 30 do. ..	50	0
30 do. 35 do. ..	75	0
35 do. 40 do. ..	100	0
40 do. 45 do. ..	150	0
45 do. 50 do. ..	200	0
50 cwt. ..	250	0

(b) Motor tricycles or bicycles, with or without side cars or trailers .. 10 0

Local Board Office,  
Moratuwa, November 10, 1922.

L. L. HUNTER,  
Chairman.

## Election of Three Unofficial Members to the Local Board of Health and Improvement, Puttalam.

NOTICE is hereby given that under the provisions of section 9 of Ordinance 27 of 1916, a meeting will be held at 11 A.M. on December 20, 1922, at the Office of

the Local Board of Puttalam, to elect three Unofficial Members to serve on the Local Board of Health and Improvement of Puttalam for the years 1923 and 1924.

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

Every candidate must be nominated in writing, and the nomination paper must be subscribed by at least two persons, whose names appear in the list of persons entitled to vote, and must be delivered at the said office of the Local Board of Puttalam on or before 11 A.M. on December 7, 1922, which day has been fixed for that purpose.

If more than three candidates are nominated, a poll will be taken at the time and place first above referred to. The poll will open at 11 A.M. and close at 1 P.M.

Puttalam Kachcheri,  
November 9, 1922.

M. K. T. SANDYS,  
Assistant Government Agent.

## Election of Members, District Road Committees, Province of Uva.

NOTICE is hereby given that under the 26th clause of the Ordinance No. 10 of 1861 all persons intending to offer themselves as candidates for the Offices of European, Burgher, and Native Members of the District Road Committees of Uva—(1) District of Upper Uva consisting of Udukinda, Yatikinda, Wiyahuwa, and Kandapalla korale of Wellawaya; and (2) District of Lower Uva consisting of Bintenna, Wellassa, Buttala, and Wellawaya, excepting Kandapalla korale—for the years 1923, 1924, and 1925 are hereby required to signify their intention in writing to the Chairman, Provincial Road Committee, for the Province of Uva at least ten days before the day of election. The election will be held on Wednesday, November 29, 1922, at 1 P.M., at the Badulla Kachcheri.

Provincial Road Committee,  
Badulla, November 8, 1922.

R. A. G. FESTING,  
Chairman.

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

UNDER the provisions of the 11th and 12th sections of the Local Board of Health and Improvement Ordinance, No. 13 of 1898, I hereby give notice of my intention to hold a meeting at the Town Hall, Kegalla, on Wednesday, January 10, 1923, at 10 A.M., for the election of three Unofficial Members to serve on the Local Board of Health and Improvement of the town of Kegalla, for the space of two years from January 1, 1923, to December 31, 1924.

Candidates should be nominated in writing not less than ten days before the day of election.

Kegalla Kachcheri,  
November 7, 1922.

G. S. WODEMAN,  
Assistant Government Agent.

## TRADE MARKS NOTICES.

NOTICE.—In the following lists the numbers in the second column denote the number of the "Ceylon Government Gazette" in which the trade mark was advertised:—

## Trade Marks registered during the Month of October, 1922.

Applica- tion No.	Gazette No.	Date of Gazette.	Proprietors.	Class.	Registra- tion No.
2,694	7,269	July 28, 1922	Gerstendorfer Bros.	1 & 50	2,694
2,696	7,269	July 28, 1922	A. Wander, Ltd.	42	2,696
2,646	7,270	August 3, 1922	Dennis Brothers, Ltd.	22	2,646
2,607	7,271	August 11, 1922	Nestlé & Anglo-Swiss Condensed Milk Co.	42	2,607
2,636	7,271	August 11, 1922	Bismag, Limited	3	2,636
2,664	7,271	August 11, 1922	Naamlooze Vennootschap Phillip's Metaalgloeilampenfabriek	13	2,664
2,666	7,271	August 11, 1922	British-American Tobacco Co., Ltd.	45	2,666
2,690	7,271	August 11, 1922	Maman Iyappa Kutty	47	2,690
2,700	7,271	August 11, 1922	Michael Joseph Jerome de Jong	3	2,700
1,473	7,273	August 18, 1922	Libby McNeil & Libby	42	2,751
2,496	7,273	August 18, 1922	National Tube Co.	13	2,496
2,630	7,273	August 18, 1922	American Chiclé Co.	42	2,630
2,631	7,273	August 18, 1922	do.	42	2,631
2,635	7,273	August 18, 1922	do.	42	2,635
2,698	7,273	August 18, 1922	Genatosan, Limited	11	2,698
2,699	7,273	August 18, 1922	The Chiswick Polish Co., Ltd.	50	2,699
2,701	7,273	August 18, 1922	Kolynos Inc.	48	2,701
2,477	7,278	August 25, 1922	H. H. Franklyn Manufacturing Co.	6 & 13	2,477

## Subsequent Proprietors registered during the Month of October, 1922.

N.B.—The name in italics is that of the former proprietor.

Applica- tion No.	Gazette No.	Date of Gazette.	Proprietors.	Class.	Regis- tration No.
1,331	6,937	April 12, 1918	Yoosof Lebbe Hadjar Aboo Hanifa, No. 85, Silversmith street, Colombo; General Merchant and Soap Manufacturer; <i>Cader Mohideen Mohamed Hassan</i>	47 & 48	1,888
Trade Mark cancelled during the Month of October, 1922.					
995	6,726	July 9, 1915	The Standardised Disinfectants Co., Ltd.	1	1,618
Trade Marks renewed during the Month of October, 1922.					
—	5,334	February 1, 1895	The New Colombo Ice Co., Ltd.	44	93
298	6,263	October 2, 1908	Edward Goodrich Acheson	47	1,003
301	6,281	December 11, 1908	Abdul Azeez Mohammed Saleem	17	1,021
308	6,285	December 31, 1908	The Gramophone Company, Limited	8	1,027
309	6,285	December 31, 1908	do.	8	1,028
310	6,285	December 31, 1908	do.	8	1,029
311	6,285	December 31, 1908	do.	8	1,030
321	6,289	January 29, 1909	Edward Goodrich Acheson	47	1,040
Trade Marks to be removed from the Register for Non-payment of the Renewal Fees.					
291	6,267	October 16, 1908	Joseph Salvadore Victoria	43	1,009

Registrar-General's Office,  
Colombo, November 8, 1922.M. S. SRESHTA,  
Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Application No. 2,495.
- (2) Date of Receipt: July 22, 1921.
- (3) Applicant (Proprietor of the Trade Mark): THE AMERICAN STEEL & WIRE COMPANY OF NEW JERSEY (a Corporation organized under the laws of the State of New Jersey, United States of America), Western Reserve building, City of Cleveland, County of Cuyahoga, State of Ohio, United States of America; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Thirteen.
- (6) Goods: Barbed wire.
- (7) Mark:

GENUINE  
*Glidden  
Barb Wire*

Registrar-General's Office,  
Colombo, November 15, 1922.M. S. SRESHTA,  
Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Application No. 2,748.
- (2) Date of Receipt: October 23, 1922.
- (3) Applicant (Proprietor of the Trade Mark): HOLLANDIA ANGLO-DUTCH MILK AND FOOD COMPANY (a Company duly incorporated under the laws of Holland, Vlaardingen, Holland; Manufacturers of condensed milk).
- (4) Address for service in the Island: Holland-Ceylon Commercial Company, Gaffoor buildings, Fort, Colombo.
- (5) Class: Forty-two.
- (6) Goods: Condensed milk.
- (7) Mark:

*Full Cream*  
  
Pure Milk  
*"Angel"*  
Brand

*The Trade Mark has been used by the applicants for about seven years prior to the coming into operation of the Trade Marks Ordinance, No. 14 of 1888.*

Registrar-General's Office,  
Colombo, November 15, 1922.M. S. SRESHTA,  
Registrar-General.