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Part I.—General.

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APPOINTMENTS.

No. 393 of 1922.

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

Mr. N. W. MORGAPPAH to act, in addition to his own duties, as Registrar-General of Lands and of Marriages, Births, and Deaths; Visitor of the Lunatic Asylum; Registrar of Joint Stock Companies under the Joint Stock Companies Ordinance; and a Justice of the Peace for the Island, with effect from November 27, 1922, during the absence on leave of Mr. M. S. SRESHTA, or until further orders.

Mr. R. Y. DANIEL to act in the office of Office Assistant to the Government Agent, Northern Province; Assistant Collector of Customs and Landing Surveyor, Jaffna; Assistant Master Attendant, Jaffna; Assistant Superintendent of Prisons, Jaffna; Additional Police Magistrate, Jaffna; and an Additional Assistant Superintendent of Police, Northern Province, with effect from November 18, 1922, until further orders.

Mr. W. G. VALLIPURAM to be, in addition to his own duties, Additional District Judge, Trincomalee, with effect from November 13, 1922.

Mr. H. P. KAUFMANN to the office of Commissioner of Requests and Police Magistrate, Balapitiya, with effect from November 21, 1922, until further orders.

Mr. B. L. DRIEBERG to act as Commissioner of Requests and Police Magistrate, Avissawella, during the absence

of Mr. T. D. PERERA, from November 25 to 27, 1922, inclusive, or until the resumption of duties by that officer.

Mr. L. W. DE SARAM to act as Additional Police Magistrate, Colombo, Negombo, and Avissawella, and Additional Commissioner of Requests, Avissawella, during the absence of Mr. E. W. KANNANGARA, from November 23 to 28, 1922, inclusive, or until further orders.

Mr. H. L. HOPPER to be, in addition to his own duties, Additional Police Magistrate, Kurunegala, with effect from November 20, 1922, until further orders.

By His Excellency's command,

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, November 21, 1922.

No. 394 of 1922.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to recognize Mr. KOMAJI TAKEUCHI provisionally as Acting Consul for Japan at Colombo, from November 20, 1922, during the absence of Mr. C. HAYASHI from the Island.

By His Excellency's command,

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, November 24, 1922.

No. 395 of 1922.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. CHARLES HENRY GOMES, of "Chatsworth," Ambalama road, Kotahena, to be a Notary Public at Colombo and throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, November 16, 1922.

No. 396 of 1922.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. EDGAR JUSTIN SILVA, of "Woodstock," Albion road, Colombo, to be a Notary Public at Panwila and throughout the judicial division of Panwila, and to practise as such in the English language.

By His Excellency's command,

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, November 21, 1922.

No. 397 of 1922.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. OSCAR MANUEL LISBOA PINTO, of No. 117A, Hulftsdorp, to be a Notary Public at Colombo and throughout the

judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, November 21, 1922.

No. 398 of 1922.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. GODAGE LIONEL WICKRAMANAYAKE, of Kalutara, to be a Notary Public at Kalutara and throughout the judicial division of Kalutara, and to practise as such in the English language.

By His Excellency's command,

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, November 21, 1922.

No. 399 of 1922.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. ADRIAN EMMANUEL CYRIL DE ZOYSA, of "Lilyston," Balapitiya, to be a Notary Public at Balapitiya and throughout the judicial division of Balapitiya, and to practise as such in the English language.

By His Excellency's command,

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, November 21, 1922.

APPOINTMENTS, &c., OF REGISTRARS.

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

CHIDELAPPA SARAVANAMUTTU as Additional Registrar of Lands, Colombo, with effect from December 2, 1922.

WICKRAMA ARACHCHIGE CHARLES to act as Registrar of Births and Deaths of Tangalla outside the town division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for one month, with effect from November 20, 1922, vice Registrar, D. P. DEGANAYAKA, on sick leave. His office will be at the permanent Registrar's office.

SEEMAMPILAI MODLIAR PERCIVAL ABULAPPA (provisionally) as Registrar of Marriages (General) of Nanaddan division, in the Mannar District of the Northern Province, with effect from December 1, 1922, vice PETURUPILLAI LATHINGIPILLAI, deceased. His office will be at the Adigar Walawa in Arippu.

SWANIPILLAI THEVASAGAYAM as Registrar of Marriages (General) of Mannunai pattu north division, in the Batticaloa District of the Eastern Province, with effect from November 15, 1922, vice T. SIVASUBRAMANIAM, transferred. His office will be at the Provincial Registrar's Office, Batticaloa; station at St. Michael's street, Batticaloa.

By His Excellency's command,

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, November 21, 1922.

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

NANAYAKKARA SIPKADUWE PALLIYE SATEMBIGE ALLIS SILVA WIJERATNA in his appointment as Registrar of Births and Deaths of Ahangama division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province. His office will be at Hirigalewatta in Piyadigama.

SWANIPILLAI THEVASAGAYAM in his appointment as Registrar of Marriages (General) of Mannunai pattu north division, in the Batticaloa District of the Eastern Province, with effect from November 15, 1922, vice T. SIVASUBRAMANIAM, transferred. His office will be at the Provincial Registrar's Office, Batticaloa; station at St. Michael's street, Batticaloa.

By His Excellency's command,

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, November 15, 1922.

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

K. V. SUBRAMANIAM to act as Registrar of Lands, Mullaittivu, for November 10, 1922, vice the Registrar, C. ARUMUGAM, on leave.

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

M. S. SHESHITA,
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 HETTIYAKANDAGE LIWINIS FERNANDO JAYAWARDANE to act as Registrar of Marriages (General) of Palle pattuwa of Salpiti korale division, in the Colombo District of the Western Province, for six days from November 13, 1922, during the absence of the Registrar, EMMANUEL ABRAHAM SALGADO, on sick leave. His office will be at Bulugahawatta in Rawatawatta; station: Buddhist school-room at Egoda Uyana; additional station: Mumbuntuduwe-watta in Indibedda.

The Additional Assistant Provincial Registrar, Colombo, has appointed PETIKIRIARACHCHIGE DON ANORIS to act as Registrar of Births and Deaths of Paluwa division, and of Marriages (General) of Meda pattu of Siyane korale west division, in the Colombo District of the Western Province, on November 16, 1922, during the absence of the Registrar, KARUNANAYAKA PATIRAJAGE DON SELESTINU KARUNANAYAKA, on leave. His office will be at Millagahawatta in Moragoda.

The Additional Assistant Provincial Registrar, Colombo, has appointed KURUWITA ARACHCHIGE DON RATNASEKERA to act as Registrar of Births and Deaths of Mulleriyawa division, and of Marriages (General) of Adikari pattu of Hewagam korale division, in the Colombo District of the Western Province, for November 16, 1922, during the absence of the Registrar, MUDALIGE DON CAROLIS, on leave. His office will be at Telabugahawatta in Mulleriyawa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MUNASINHA SIRINERIS SILVA to act as Registrar of Births and Deaths of Waskadubadda division, and of Marriages (General) of Panadure totamune division, in the Kalutara District of the Western Province, for twenty eight days from November 13, 1922, *vice* S. S. AMARASEKERA, deceased. His office will be at Kosgahawatta in Kudawaskaduwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PESTERUWELIYANARALLAGE SIMON COORAY to act as Registrar of Births and Deaths of Kalutara North division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, on November 15, 1922, during the absence of the Registrar, D. A. WIJEMANNA, on leave. His office will be at Kurusiya-watta in Desastra Kalutara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PETIKIRI ARACHCHIGE DON SIMON AMARASEKERA to act as Registrar of Births and Deaths of Millewa division, and of Marriages (General) of Udugaha pattu division, in the Kalutara District of the Western Province, for fourteen days from November 15, 1922, during the absence of the Registrar, D. P. GUNATILLEKA GAMALAT, on leave. His office will be at Puswelahenewatta in Kindel-pitiya.

The Additional Assistant Provincial Registrar, Matale, has appointed ABEYRATNA BANDA NUGAPITIYA to act as Registrar of Births and Deaths of Matale Medasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, on November 18, 1922, during the absence of the Registrar, T. M. YAPA BANDA, on leave. His office will be at Hitinagedarawatta in Nugapitiya.

The Assistant Provincial Registrar, Galle, has appointed HETTARACHCHI BAPTIST WICKRAMARATNE to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on November 10, 1922, during the absence of the Registrar, D. D. S. AMARASEKERA, on leave. His office will be at Welladaramahawatta in Hikkaduwa.

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 23 and December 5, 1922, during the absence of the Registrar, J. WICKRAMASINGHA, on leave. His office will be at Mudillagahawatta in Malalagama.

The Assistant Provincial Registrar, Galle, has appointed WIRAKKODI ELDBREX SOYZA to act as Registrar of Births and Deaths of Madampe division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for November 16, 1922, during the absence of the Registrar, W. S. M. A. WIJAYAKULATILAKA, on leave. His office will be at Maradanewatta at Wenamulla.

The Assistant Provincial Registrar, Galle, has appointed AGAMPUDI PIYASON DE ZOYSA to act as Registrar of Births and Deaths and Deaths of Kosgoda division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for November 16 and 23, 1922, during the absence of the Registrar, D. A. DE Z. JAYATILAKA, on leave. His office will be at Kammalawatta at Nape.

The Assistant Provincial Registrar, Galle, has appointed DON SOWDORIS WIJESURIYA to act as Registrar of Births and Deaths of Dodanduwa division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for November 21, 1922, during the absence of the Registrar, ARLIS WIJESURIYA, on leave. His office will be at Lindamulawatta in Dodanduwa.

The Assistant Provincial Registrar, Galle, has appointed NANAYAKKARA SIPKADUWE PALLIYA SATTAMBIGE DEEDRECK SILVA WIJERATNE to act as Registrar of Births and Deaths of Ahangama division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for three days from November 21, 1922, during the absence of the Registrar, N. S. P. A. S. WIJERATNE, on leave. His office will be at Hirigalwatta in Piyadigama.

The Assistant Provincial Registrar, Galle, has appointed HALUKIRTI LAYINIS WIJEGUNAWARDENE to act as Registrar of Births and Deaths of Balapitiya division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for two days from November 22, 1922, during the absence of the Registrar, O. DE S. WIJEGUNAWARDENE, on leave. His office will be at Mahawatta in Randombe.

The Assistant Provincial Registrar, Galle, has appointed DHARMACHANDRA WICKRAMASINHA 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 the two days, November 14 and 16, 1922, during the absence of the Registrar, J. WICKRAMASINHA, on leave. His office will be at Mudillagahawatta in Malalagama.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON LUWIS ATAPATTU to act as Registrar of Births and Deaths of Nakulugamuwa division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from November 16, 1922, during the absence of the Registrar, D. C. DISSANAYAKA, on leave. His office will be at Walawwewatta in Nakulugamuwa.

The Assistant Provincial Registrar, Jaffna, has appointed ARUNASALAM SITHAMPARANATHAN to act as Registrar of Births and Deaths of Kachchay division, in the Jaffna District of the Northern Province, for thirty days from November 16, 1922, during the absence of the Registrar, M. K. SITHAMPARAPILLAI, on sick leave. His office will be at Kaddaiparittan in Chandampokkaddi; and station: Manavalpillaikiddanki in Kodikamam.

The Assistant Provincial Registrar, Mannar, has appointed SUPPAR PONNIAH to act as Registrar of Marriages (General) of Mantai division, in the Mannar District of the Northern Province, for fourteen days from November 15, 1922, during the absence of the Registrar, R. MUTTUKUMARU, on leave. His office will be at the Muttucumaravalavu in Vidattaltivu.

The Assistant Provincial Registrar, Mannar, has appointed SINNATTAMBY BERNARD to act as Registrar of Births and Deaths of Mannar Island, No. 2 division, and of Marriages (General) of Mannar Island division, in the Mannar District of the Northern Province, for ten days from November 25, 1922, during the absence of the Registrar, K. K. TALIMA, on leave. His office will be at the Talimavalavu in Pesalai.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed SETHUPATHIPILLAI POOPALAPILLAI

to act as Registrar of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, for twenty-one days from October 31, 1922, *vice* Registrar, V. RAMAKUDDI, resigned. His office will be at Padiruppu; station: Naipaddimunai.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw Districts, has appointed D. M. P. WEERABATNA to act as Registrar of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for two days from November 15, 1922, during the absence of the Registrar, D. D. PERIES, on leave. His office will be at the Land Registry, Chilaw.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw Districts, has appointed KURUPPU ARACHCHIGE BARLON RODRIGO GUNARATNA to act as Registrar of Births and Deaths of Munnessaram pattu south division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for thirty days from November 19, 1922, *vice* Registrar, S. W. EKANAYAKA, dismissed. His office will be at "Leoni estate," Siyambalagaswela.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw Districts, has appointed WALMUNI INDRIEL MENDIS ABEYSEKARA to act as Registrar of Births and Deaths of Yagam pattu south division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for eleven days from November 20, 1922, during the absence of the Registrar, W. D. M. W. SENANAYAKA, on leave. His office will be at the permanent Registrar's residence.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw Districts, has appointed NARASINHA MUDIYANSELAGE NAIDERAMY to act as Registrar of Births and Deaths of Anavilundan pattu north of Sengal-oya B division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for twelve days from November 20, 1922, during the absence of the Registrar, D. A. CHANDRASEKARA, on leave. His office will be at the permanent Registrar's residence.

The Provincial Registrar, Ratnapura, has appointed ELLEKAPURALLAYE SIMON SINNO to act as Registrar of Births and Deaths of Karandana division, and of Marriages

(General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from November 14, 1922, during the absence of the Registrar, E. K. RATRANHAM, on leave. His office will be at the permanent Registrar's office.

Registrar-General's Office, M. S. SRESHTA,
Colombo, November 21, 1922. Registrar-General.

IT is hereby notified that DUNSTAN EDMUND WIJESKERA, Registrar of Births and Deaths of Panadurebadda division, and of Marriages (General) of Panadure totamune division, in the Kalutara District of the Western Province, will, with effect from November 15, 1922, hold his office at Gedambagahawatta in Gorakapola, instead of at Arachchiyawatta in Gorakapola, as notified in the *Government Gazette* No. 7,251 of April 7, 1922.

Registrar-General's Office, M. S. SRESHTA,
Colombo, November 20, 1922. Registrar-General.

IT is hereby notified that A. P. U. BANDA, Registrar of Births and Deaths of Ganhata palata division, and of Marriages (General and Kandyan) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, will, with effect from December 1, 1922, hold his office at Mawatagodahena in Mawatagoda, instead of at Tengawalapitiyewatta in Iddawala, as notified in *Government Gazette* No. 6,499 of April 19, 1912.

Registrar-General's Office, M. S. SRESHTA,
Colombo, November 21, 1922. Registrar-General.

IT is hereby notified that the Provincial Registrar of the Province of Uva has, with effect from December 1, 1922, revoked the license issued to ANA MUNA SAMSUDEEN LEBBE of Gurutalawa for the registration of Mohammadan Marriages, under section 4 of the Ordinance No. 8 of 1886, as Officiating Levvai of the Province of Uva.

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

GOVERNMENT NOTIFICATIONS.

IT is hereby notified that 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 Captain Alfred Warden, of the Ceylon Garrison Artillery.

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

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

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

IT is hereby notified for general information, under motor by-law No. 18(4) A, published in the *Government Gazette* of August 18, 1922, that His Excellency the Officer Administering the Government has been pleased to declare that the roads mentioned in the schedule hereto annexed are unsuitable for motor vehicles exceeding 2 tons in weight when fully loaded and equipped.

Colonial Secretary's Office,
Colombo, November 20, 1922.

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

SCHEDULE.

Bentota-Walallawiti Korale.

Elpitiya to Opata.

Wellaboda Pattu.

Madampe to Gonapinuwala.

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

IN terms of section 55 (1) of "The Housing and Town Improvement Ordinance, No. 19 of 1915," it is hereby notified that His Excellency the Officer Administering the Government in Executive Council has been pleased to sanction the Back-Lane Scheme for the scavenging of the area in the Town of Kandy; bounded on the north by King street, south by Colombo street, east by Castle Hill street, and west by Brownrigg street, as finally determined and approved by the Board of Improvement Commissioners, Kandy, and as notified in the *Government Gazette* No. 7,237 of January 13, 1922.

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

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

"THE CO-OPERATIVE SOCIETIES ORDINANCE, No. 34 OF 1921."

IT is hereby notified that His Excellency the Officer Administering the Government has been pleased, under section 3 of Ordinance No. 34 of 1921, to appoint, during the absence of Mr. N. Marshall from the Island or until further orders, the following person to act as Assistant to the Registrar of Co-operative Societies, with effect from December 4, 1922, and to authorize him, subject to the general supervision of the Registrar, to exercise within the area specified below, all the powers conferred on the Registrar by the Ordinance, save and except such as are defined in sections 7, 8, 9, 27 (2), 31 (2), 32 (4), 33 (1), 34, and 36 of the Ordinance:—

Name.	Area.
Mr. T. H. Holland, Manager, Experiment Station, Peradeniya	Northern Province and the District of Trincomalee in the Eastern Province

Colonial Secretary's Office,
Colombo, November 16, 1922.

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

"THE FOREST ORDINANCE, No. 16 OF 1907."

IT is hereby notified that His Excellency the Officer Administering the Government, in exercise of the powers vested in him by section 24 (1) of "The Forest Ordinance, No. 16 of 1907," and with the advice of the Executive Council, has been pleased to add the following "outbay" or timber export depôt to the list of "outbays" referred to in rule 1 of the regulations dated March 19, 1909, published in the *Government Gazette* No. 6,302 of March 26, 1909:—

Thalaiyady in the Trincomalee District of the Eastern Province.

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

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

"THE CEYLON RAILWAYS ORDINANCE, 1902."

RULE made by His Excellency the Officer Administering the Government, with the advice of the Executive Council, under section 5 of "The Railways Ordinance, 1902," in substitution for rule 10 (i) of the Rules and Rates for the Conveyance of Goods Traffic:—

10. (i) The above rates for goods include only the charges for actual station to station conveyance. In addition thereto the following charges will be made, viz:—
- (i.) For removal from and to the conveyance by which the goods are brought to and taken from the station, warehouse, or other place duly authorized for the receipt and delivery of goods (bulky or heavy articles referred to in clause 39 excepted), per ton 35 cents.
 - (ii.) For transfer between broad and narrow gauge wagons (bulky and heavy articles referred to in clause 39 excepted), per ton 17½ cents.
 - (iii.) For shunting of wagons at Kolonnawa, per ton 30 cents.
 - (iv.) In the case of bulky or heavy articles referred to in clause 39, the loading into and unloading from wagons must be performed by, or at the cost of, the owner, and special charges will be made for transfer between broad and narrow gauge vehicles.

Where the loading and/or unloading charges are included in the rate and either, or both, of these services is performed by the consignor and/or consignee, an amount equivalent to the charge or charges so included will be paid to the party who rendered the service or services, on application to the Traffic Manager. Such payment shall relieve the Government of any further claim in respect of the services of loading and unloading.

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

Colonial Secretary's Office,
Colombo, November 20, 1922.

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

IT is hereby notified for general information that the under-mentioned Clerks in Class II., Grade III., of the Clerical Service have passed the examination prescribed for promotion to Grade II., in the subjects noted against their names:—

Amirthalingam, P.	.. Statistics Office	.. Tamil (a)
Bastiansz, F. J.	.. Colonial Secretary's Office	.. Sinhalese (a)
Berenger, E. K.	.. General Treasury	.. Sinhalese (a) and Accounts
Caspersz, A.	.. Colonial Secretary's Office	.. Accounts
Cumaraswamy, D. A.	.. Audit Office	.. Tamil (a)
Dalpathedo, F. G.	.. do.	.. Sinhalese (a)
Dassanayaka, K. B.	.. Kachcheri, Kegalla	.. Sinhalese (a)
De Silva, A. W.	.. Land Registry, Anuradhapura	.. Sinhalese (b)
De Silva, E. A.	.. Audit Office	.. Sinhalese (a)
De Silva, K. B. L. J.	.. Land Registry, Galle	.. Sinhalese (a) and (b)
De Silva, K. S.	.. Office of the Inspector-General of Police	.. Accounts
Dissanayake, G.	.. Land Registry, Kegalla	.. Sinhalese (a) and (b)
Fernando, M. A. L.	.. District Court, Kegalla	.. Sinhalese (a)
Fernando, P. B.	.. Land Registry, Kegalla	.. Sinhalese (a) and (b)
Fernando, F. C.	.. Registrar-General's Office, Colombo	.. Sinhalese (a) and (b)
Frederick, A. P. G. C.	.. Office of the Commissioner of Stamps	.. Sinhalese (a) and (b)
Gooneratne, P. de F. W.	.. Port Commission Office	.. Sinhalese (a)
Goonesekera, R. S.	.. Provincial Surgeon's Office, Kandy	.. Accounts
Goonewardene, G. V. P.	.. Police Office, Galle	.. Sinhalese (a) and (b)
Goonewardena, T. de V.	.. Land Registry, Badulla	.. Accounts
Gunawardena, E. de S.	.. Government Stores	.. Sinhalese (b) and Accounts
Jayasekera, A. E.	.. Settlement Office	.. Sinhalese (a) and Accounts
Jayasekera, J. B.	.. Supreme Court, Colombo	.. Accounts
Jayasinghe, J. A.	.. Ceylon Defence Force, Headquarters, Colombo	.. Sinhalese (a) and (b)
Jayasinghe, W. D.	.. Registrar-General's Office, Colombo	.. Accounts
Jayasundera, D. C. de A. S.	.. Land Registry, Colombo	.. Sinhalese (b)
Jayawardena, A. P. A.	.. Public Works Department, Colombo	.. Accounts
Jayawardena, J. P. M.	.. Kachcheri, Kegalla	.. Sinhalese (a)
Karthigesu, V.	.. Registrar-General's Office, Colombo	.. Accounts
Karunanayake, M. D. D.	.. Fiscal's Office, Colombo	.. Sinhalese (a) and (b)
Krishnapillai, T. V.	.. Kachcheri, Kandy	.. Tamil (a) and Accounts
Kumarasinghe, C. M.	.. Settlement Office	.. Accounts
Kuruppu, D. J.	.. Audit Office	.. Accounts
Loftus, T. E. D.	.. General Treasury	.. Sinhalese (a)
Niles, R. N. N.	.. Registrar-General's Office	.. Tamil (a)
Palipana, M. B. W.	.. Agricultural Department	.. Sinhalese (a) and (b)
Perayraver, A. S.	.. Office of the Inspector-General of Police	.. Tamil (a)
Perera, W. K. B. D.	.. Kachcheri, Kandy	.. Accounts
Perera, R. J.	.. Audit Office	.. Sinhalese (b)
Perera, S. J.	.. Office of the Controller of Revenue	.. Sinhalese (a)
Perera, U. L. L.	.. Kachcheri, Puttalam	.. Sinhalese (b)
Ranasinghe, H. E. S.	.. Port Commission Office	.. Accounts
Savundranayagam, A.	.. Excise Office, Colombo	.. Accounts
Sellatamby, V. C.	.. Audit Office	.. Tamil (a) and (b)
Sivasubramaniam, T.	.. Provincial Registrar's Office, Batticaloa	.. Tamil (a)
Silva, P. W. A. S.	.. Settlement Office	.. Sinhalese (a) and (b)
Sittamparapillai, J. T. A.	.. Office of the Inspector-General of Police	.. Tamil (a)
Sivasamy, P. S.	.. Public Works Department, Colombo	.. Tamil (a) and (b)
Somasundram, A.	.. Audit Office	.. Tamil (b)
Suntheram, V.	.. Settlement Office	.. Tamil (a) and (b)
Thamotherampillai, R.	.. Public Works Department, Colombo	.. Tamil (a)
Thiagarajah, T.	.. Government Stores	.. Accounts
Thiagarajah, T.	.. Police Court, Jaffna	.. Tamil (b)
Thilliar, S.	.. Public Works Department, Colombo	.. Tamil (a) and (b)
Visuvalingam, A.	.. Office of the Inspector-General of Police	.. Tamil (a) and (b)
Wannigama, D. H.	.. Port Commission Office	.. Accounts
Weeraman, P. D.	.. Land Registry, Galle	.. Accounts
Wickremanayake, R. A.	.. Land Registry, Kegalla	.. Sinhalese (a) and (b)
Wijeratne, A. S.	.. Excise Office, Kegalla	.. Sinhalese (a) and (b)
Wijetunga, T. A.	.. District Court, Kurunegala	.. Sinhalese (a) and (b)
Xavier, S. F.	.. Kachcheri, Puttalam	.. Tamil (a) and Accounts

The following officers have now passed the examination qualifying them for promotion to Class II., Grade II.:—Messrs. P. Amirthalingam, E. K. Berenger, A. Caspersz, A. W. de Silva, K. S. de Silva, R. S. Goonesekera, T. de V. Goonewardena, J. B. Jayasekera, W. D. Jayasinghe, A. P. A. Jayawardena, V. Karthigesu, T. V. Krishnapillai, D. J. Kuruppu, W. K. B. D. Perera, V. C. Sellatamby, T. Sivasubramaniam, A. Somasundram, T. Thiagarajah (Government Stores), T. Thiagarajah (Police Court, Jaffna), D. H. Wannigama, P. D. Weeraman, S. F. Xavier.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, November 20, 1922.

IT is hereby notified that a license to import explosives into Ceylon during the year 1923 has been issued to Messrs. Shaw, Wallace & Company, of Colombo.

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

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

“ THE NUWARA ELIYA BOARD OF IMPROVEMENT ORDINANCE, 1896.”

IT is hereby notified that His Excellency the Officer Administering the Government in Executive Council has, in terms of section 38 of Ordinance No. 20 of 1896, as amended by section 13 of Ordinance No. 15 of 1916, fixed for the twelve months ending December 31, 1923, a water-rate of six per cent. on the annual value of all houses, buildings, lands, and tenements, situated within the limits of the Board of Improvement, Nuwara Eliya.

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

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

NOTICE is hereby given, in terms of Land Sale Regulations Nos. 59 and 60, that it is proposed to issue a free Crown grant in favour of the Incorporated Trustees of the Church of England in respect of the portion of land to the west of the disused cemetery on Galle Face, situated in Galle Face, Ward No. 1, within the Municipality of Colombo, and more fully described below :—

Title Plan.	Extent.
350,349	A. R. P. 1 3 10·75

for utilization in connection with the erection of a Cathedral, unless within six weeks from the date hereof, valid reasons to the contrary are adduced in writing.

Colonial Secretary's Office,
Colombo, November 24, 1922.

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

ORDINANCE No. 17 OF 1869.

A MENDMENT made by His Excellency the Officer Administering the Government, by virtue of the powers vested in him by section 13 of Ordinance No. 17 of 1869, to the schedule fixing the rates and regulations in respect of the warehouse rents which the Collector of Customs may charge, demand, and receive on all goods lodged in any King's Warehouse or place of deposit provided by Government, appearing by Notification dated September 30, 1922, in *Government Gazette Extraordinary* No. 7,285 of the same date.

Colonial Secretary's Office,
Colombo, November 24, 1922.

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

AMENDMENT REFERRED TO.

Delete section IV. of the schedule, and substitute therefor :—

All goods for which an import or export entry is registered at the Lakeside Warehouse, whether the goods be actually deposited therein or allowed direct transit through the locks, shall, in addition to the above rates, be liable to a charge of 30 cents per ton, dead weight.

“ THE HABITUAL CRIMINALS AND LICENSED CONVICTS ORDINANCE, No. 32 OF 1914.”

A MENDED rule made by His Excellency the Officer Administering the Government, with the advice of the Executive Council, under section 4 of the above-mentioned Ordinance, in substitution for rule 16 of the rules regulating the treatment of habitual criminals undergoing sentences of preventive detention, published in *Government Gazette* No. 6,726 of July 9, 1915, as amended by Notification dated December 22, 1917, published in *Government Gazette* No. 6,918 of January 4, 1918, is published in terms of the said section.

Colonial Secretary's Office,
Colombo, November 24, 1922.

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

RULE REFERRED TO.

Jail for
preventive
detention
prisoners.

16. Persons undergoing preventive detention shall, until further orders, be confined in Bogambra Prison, Kandy.

"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.

By His Excellency's command,

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

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.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for loading and unloading of goods which includes transferring from one wagon to another when necessary, and hand-shunting of wagons for the purpose of loading, unloading, transferring, weighing, and storing of goods for which no shunting allowance is allowed, from persons willing to contract for the service from March 1, 1923, to September 30, 1925, at the Watagoda Goods Station.

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

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

4. Tenders should be marked "Tender for Loading and Unloading of Goods at Watagoda Goods Shed" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, December 12, 1922.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the General Manager of the Railway, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 50 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Colombo Bank, 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. The amount of security required will be Rs. 250.

8. The security should be furnished within ten days of acceptance of tender being notified.

9. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders will be treated as informal and rejected.

10. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

11. Fines will be inflicted for delays in complying with orders.

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.

13. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence if called for.

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

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

General Manager's Office,
Colombo, November 15, 1922.

G. P. GREENE,
General Manager.

TENDERS are hereby invited for loading and unloading of goods which includes transferring from one wagon to another when necessary, and hand-shunting of wagons for the purpose of loading, unloading, transferring, weighing, and storing of goods for which no shunting allowance is allowed, from persons willing to contract for the service from March 15, 1923, to September 30, 1925, at the Dehiowita, Yatiyantota, and Karawanella Goods Stations.

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

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

4. Tenders should be marked "Tender for Loading and Unloading of Goods at Dehiowita, Yatiyantota, and Karawanella Goods Sheds" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, December 12, 1922.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the General Manager of the Railway, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 50 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Colombo

Bank, 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. The amount of security required will be Rs. 250.

8. The security should be furnished within ten days of acceptance of tender being notified.

9. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders will be treated as informal and rejected.

10. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

11. Fines will be inflicted for delays in complying with orders.

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.

13. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence if called for.

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

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

General Manager's Office,
Colombo, November 15, 1922.

G. P. GREENE,
General Manager.

TENDERS are hereby invited for supplying the Ceylon Cadet Battalion with uniform, boots, &c., from the date of entering the contract to December 31, 1923. Samples can be seen at the Ceylon Defence Force Headquarters, Slave Island, Colombo.

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

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

4. Tenders should be marked "No. 1, Tenders for Supply of Uniform, Boots, &c., Ceylon Cadet Battalion; for making up Uniform from Materials supplied from Government Stock, and, or No. 2, for making up Uniforms supplied by the Contractor's own Materials," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on December 12, 1922.

5. The tenders are to be made upon forms which will be supplied upon application at the Ceylon Defence Force Headquarters, Slave Island, Colombo, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 250 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 after he has tendered, 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. If required, samples must be deposited.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract, the amount of security required for each bond will be Rs. 150, and all other necessary information can be ascertained upon application to the office referred to in section 5.

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

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

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

13. 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.

E. FULCHER, Lieutenant and Quartermaster,
for Staff Officer, Ceylon Defence Force.

Colombo, November 20, 1922.

TENDERS are hereby invited for supplying the Ceylon Defence Force with waist belts, frogs, pouches, bandoliers, rifle slings, water bottle straps, and mess tin straps and repairs to the above from the date of entering the contract to December 31, 1923. Samples can be seen at the Ceylon Defence Force Headquarters, Slave Island, Colombo.

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

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

4. Tenders should be marked "Tender for supply of Equipment, Ceylon Defence Force, 1923," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on December 12, 1922.

5. The tenders are to be made upon forms which will be supplied upon application at the Ceylon Defence Force Headquarters, Slave Island, Colombo, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 150 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. If required, samples must be deposited.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 150. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

13. 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.

E. FULCHER, Lieutenant and Quartermaster,
for Staff Officer, Ceylon Defence Force.

Colombo, November 20, 1922.

TENDERS are hereby invited for supplying Hospital provisions, &c., to the Ceylon Defence Force, to be delivered at the Camp of Excise, Diyatalawa, from time to time, as required, between January 1 and December 31, 1923, also transport, cooly labour, cleaning of latrines, scavenging of camp.

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

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

4. Tenders should be marked "Tender for Provisioning, &c., Ceylon Defence Force Camps, 1923," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on December 12, 1922.

5. The tenders are to be made upon forms which will be supplied upon application at the Ceylon Defence Force Headquarters, Slave Island, Colombo, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 150 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. If required, samples must be deposited.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 150. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

13. 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.

E. FULCHER, Lieutenant and Quartermaster,
for Staff Officer, Ceylon Defence Force.

Colombo, November 20, 1922.

TENDERS are hereby invited for washing blankets, mattresses, kit bags, haversacks, hospital linen, &c., at Diyatalawa and Colombo from January 1 to December 31, 1923.

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

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

4. Tenders should be marked "Tender for Washing Bedding, &c., of the Ceylon Defence Force, 1923," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on December 12, 1922.

5. The tenders are to be made upon forms which will be supplied upon application at the Ceylon Defence Force Headquarters, Slave Island, Colombo, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 50 only 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 each contract. The amount of security required will be Rs. 150. 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 contractors' 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.

E. FULCHER, Lieutenant and Quartermaster,
for Staff Officer, Ceylon Defence Force.

Colombo, November 20, 1922.

TENDERS are hereby invited for supplying uncooked provisions to the Government Training College, Colombo, for one year from January 1, 1923.

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

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

4. Tenders should be marked "Tender for Supplying Provisions to the Government Training College," 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, December 5, 1922.

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

6. A cash deposit of Rs. 50 will be required to be made either at the Treasury or any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Director of Education, 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 to the 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. Two sureties will be required to join in a bond for the due fulfilment of the contract. The amount of cash security required will be Rs. 1,000.

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 or otherwise transferred without the authority of the Tender Board.

11. A Government contractor must not issue a power of attorney to any person whose name is in the defaulting contractors' list authorizing such person 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 or the whole of it.

13. Further particulars may be obtained from the Principal, Government Training College.

L. MACRAE,

Colombo, November 17, 1922. Director of Education.

TENDERS are invited for the supply of firewood from private lands on account of the Stations 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:—

“Etdemata, kekuna, amba, mango, getamba, lunumidella, rukaṭṭana, divikaduru, caju, walkaduru, cottan, erabadū.”

3. On no account must firewood be cut from Government forests, without the special authority of the Forest Department, and if the Engineer 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, December 5, 1922.

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 ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government Contract. 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 logs during 1922-23, to be completed as specified in the schedule annexed below. The areas to be exploited for the supplies and further details are given in the schedule.

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

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

4. Tenders should be marked “Tender for supply of Na logs, 1922-23, Western Division,” in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, December 12, 1922.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Colombo.

No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

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

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

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

9. Separate rates per cubic foot of timber for each service must be quoted, written both in words and figures.

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

11. The Government reserves to itself the right, without question, of rejecting any or all tenders, and of accepting any portion of a tender, not necessarily the lowest tender.

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

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

14. Further, the contractor shall not employ any person whose name is in the defaulting contractors' list, nor any person whom the Assistant Conservator of Forests, for

reasons which appear to him sufficient, objects to after giving due notice of seven days in writing.

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

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

GENERAL CONDITIONS FOR SERVICES A AND B.

1. Only trees marked by the Range Officer are to be felled.

2. All trees are to be felled 6 inches from the ground with saw or saw and axe combined. Under no circumstances is felling with axe alone permitted.

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

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

5. Sixteen feet should be the minimum length and six feet minimum centre girth of each log. Not less than 50 per cent. of the logs supplied should be 20 feet and over in length.

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

7. Work is to commence from January 1, 1923, and 50 per cent. of the logs are to be delivered at the delivery depôt specified by March 31, 1923, and balance by June 30, 1923.

SCHEDULE.

Service "A" Tibbotawamukalana.

To fell sufficient number of na trees, enumerated, numbered, and stamped by a Forest Officer, in the Tibbotawamukalana of the Kalutara Range in the Western Division, and to convert the trees felled into logs of not less than 16 ft. in length and 6 ft. and over centre girth so as to yield 1,000 cubic feet (more or less) transport and deliver at Kalutara Outbay Depôt near the Kalutara South Railway bridge as the Range Officer, Agalawatta, directs. Distance of transport 35 miles.

Service "B" Karawwemukalana.

To fell sufficient number of na trees, enumerated, numbered, and stamped by a Forest Officer in the Karawwemukalana of the Kalutara Range, in the Western Division, and to convert the trees felled into logs of not less than 16 ft. in length and 6 ft. and over centre girth so as to yield 1,000 cubic feet (more or less), transport and deliver at Kalutara Outbay Depôt near the Kalutara South Railway Bridge as the Range Officer, Agalawatta, directs. Distance of transport 39 miles.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, November 21, 1922.

TENDERS are hereby invited for the service described in the schedule annexed.

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

3. The 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 supply of crossing timbers, Uva Division, 1922-23," 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, December 12, 1922.

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

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

7. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained, nor shall the contractor issue a power of attorney to a person whose name is in the list of defaulting contractors authorizing him to carry on the work under the contract.

8. 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.

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

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

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

12. A rate per cubic foot of timber delivered transported at Haputale should be quoted, written both in words and figures.

13. The acceptance of any tender is subject to the approval by the General Manager of Railways.

14. No extension of the contract will be granted in any circumstances and the terms of the contract will be strictly enforced if the work is not completed within the stipulated time.

15. For any further information and for inspection of the draft contract application should be made to the Assistant Conservator of Forests, Uva Division, Haputale.

SCHEDULE.

To fell within 6 inches of the ground by saw or axe and saw combined all enumerated ranai and milla trees standing in the Crown forest called Makul-aar forest, near Muppane in Koslanda Range of the Uva Division; to convert the trees so felled into 500 crossing timbers to the dimensions of 12 to 16 feet in length, 12 inches in breadth and 5 inches in depth each and to transport and deliver same stacked at the Haputale Railway Station Goods shed in the manner to be pointed out by a Forest Officer by April 1, 1923, from date of signing the contract, the distance of transport is about 50 miles.

2. The intending tenderers are advised to inspect the forest with the Forest Ranger, Koslanda, and if trees found to be insufficient in this area to yield the 500 crossing timbers, sufficient trees will be marked in the adjacent Crown forests for the purpose.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, November 21, 1922.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned unserviceable article will be sold by public auction on Thursday, November 30, 1922, at 11 A.M., at the premises of the Office of the Inspector-General of Prisons.

1. Berkefeld filter

Prison's Office,
November 17, 1922.

A. F. G. WALKER,
Inspector-General of Prisons.

HEREBY give notice to sell the following unserviceable articles of the Police Store, Galle, on December 2, 1922, at 4 P.M., at the Police Store, Galle, viz:—

2 mamoties 6 measures, galvanized 4 maps of Southern Province, &c. 1 rake, garden 2 tapes, measuring 2 tape boxes, empty 4 spanners, bicycle	1 spoon 1 basket waste paper 2 buckets, galvanized 1 padlock, brass 3 chairs, arm 4 bed cot, wooden 1 chair, common
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Police Office,
Galle, November 18, 1922.

P. N. BANKS,
Superintendent.

THE following confiscated and unclaimed articles will be sold by public auction at this Court on December 7, 1922, at 11 A.M.:—

Case No.	Description of Articles.	Case No.	Description of Articles.
28,340..	1 knife	26,180..	1 umbrella
28,121..	1 katty	26,354..	1 Cannanore cloth
27,441..	1 knife	21,591..	1 razor
27,009..	1 sarong	26,543..	1 wooden box
27,639..	1 katty	26,679..	1 brass chembu, 1 mamoty
27,053..	1 towel	26,818..	1 towel
27,663..	1 katty	26,442..	1 axe
24,971..	1 leather suit case	25,448..	1 pair of sandals
27,449..	1 clasp knife	23,965..	1 katty
28,040..	1 hairpin	22,922..	1 katty
27,738..	4 ploughs, cross-bars, chair, and leveller	25,814..	124 screw nails
—	1 bangle	25,980..	1 mamoty
28,543..	1 leather revolver case	26,672..	1 manna knife
25,224..	1 rice pounder	26,668..	1 bicycle and bell
24,871..	3 plates	27,416..	1 knife
26,163..	1 manna knife	26,519..	1 sarong
		27,052..	3 silver studs
		—	1 race hackery

Police Court,
Henaratgoda, November 21, 1922.

E. W. KANNANGARA,
Itinerating Police Magistrate.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended November 18, 1922.

Births.—The total births registered in the city of Colombo in the week were 127 (4 Europeans, 7 Burghers, 76 Sinhalese, 17 Tamils, 15 Moors, 4 Malays, and 4 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1922, viz., 247,668) was 26·7, as against 28·0 in the preceding week, 38·2 in the corresponding week of last year, and 32·8 the weekly average for last year.

Deaths.—The total deaths registered were 142 (3 Burghers, 75 Sinhalese, 34 Tamils, 18 Moors, 2 Malays, and 10 Others). The death-rate per 1,000 per annum was 29·9, as against 28·8 in the previous week, 30·8 in the corresponding week of last year, and 30·5 the weekly average for last year.

Infantile Deaths.—Of the 142 total deaths, 30 were of infants under one year of age, as against 30 in the preceding week, 39 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 15.

Principal Causes of Death.—1. (a) Twenty deaths from *Pneumonia* were registered, 9 in Maradana hospitals (including 4 deaths of non-residents), 3 each in St. Paul's and Slave Island, 2 in Kollupitiya, and 1 each in Kotahena North, New Bazaar, and Maradana North, as against 21 in the previous week, and 17 the weekly average for last year.

(b) Six deaths from *Influenza* were registered, 2 each in New Bazaar and Maradana South, and 1 each in St. Paul's and San Sebastian, as against 2 in the previous week, and 5 the weekly average for last year.

(c) Three deaths from *Bronchitis* were registered, 1 each in St. Paul's, Kotahena South, and New Bazaar, as against 2 in the previous week.

2. (a) Nineteen deaths from *Phthisis* were registered, 7 in Maradana hospitals (including 3 deaths of non-residents), 2 each in St. Paul's, Kotahena South, and Slave Island, and 1 each in Fort, New Bazaar, Maradana North, Maradana East, Kollupitiya, and Wellawatta South, as against 21 in the previous week, and 14 the weekly average for last year.

(b) Four deaths of residents of Colombo town occurred at the Ragama hospital from *Phthisis* during the week.

3. Four deaths from *Plague* were registered, 2 in Wellawatta North and 1 each in St. Paul's and Maradana hospital, as against 1 in the previous week, and 3 the weekly average for last year.

4. Two deaths from *Enteric Fever* were registered in Maradana hospitals, same as in the previous week. The weekly average for last year was 4.

5. One death from *Smallpox* of an inmate of the Lunatic Asylum was registered in Wellawatta North.

6. Nine deaths were registered from *Infantile Convulsions*, 8 from *Debility*, 6 from *Enteritis*, 3 from *Dysentery*, 2 from *Diarrhæa*, 1 from *Worms*, and 58 from *Other Causes*.

7. Fourteen cases of *Chickenpox*, 9 of *Plague*, 5 of *Smallpox*, 3 of *Enteric Fever*, and 1 of *Measles* were reported during the week, as against 5, 4, nil, 7, and 6, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 79·7°, as against 78·6° in the preceding week and 80·4° in the corresponding week of the previous year. The mean atmospheric pressure was 29·924 in., against 29·872 in. in the preceding week, and 30·014 in. in the corresponding week of the previous year. The total rainfall in the week was 4·58 in., against 11·21 in. in the preceding week, and 0·07 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, November 21, 1922.

FRED L. ANTHONISZ,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

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 net proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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 taken to 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 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.

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 thereof 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 procuratorem* 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 Address 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 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:

caution.]

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 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. *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 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 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,

of 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 minute 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.

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 founders, 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 Geysel, 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 name 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 declination 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 tortious acts of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

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 else where 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 thereof shall have a casting vote in addition to his vote as a Director.

115. The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such committee, either wholly or in part, and either as to 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:—

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

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

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

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

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

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

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

Gubinda

MEMORANDUM OF ASSOCIATION OF CEYLON PRODUCTS, LIMITED.

1. The name of the Company is "CEYLON PRODUCTS, LIMITED."
2. The registered office of the Company will be situated in the Fort, Colombo.
3. 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	Seven

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

LESLIE 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 versa*.

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

“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 declinature 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 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 Shareholder 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. *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 thereat 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 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 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 nett 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.

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF THE TIENSIN TEA ESTATE COMPANY, LIMITED.

1. The name of the Company is "THE TIENSIN TEA ESTATE COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase from the Proprietors thereof the Tiensin Estate, situate in the District of Bogawantalawa, Ceylon.
 - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce, estate, land, and house owners, builders, and dealers in lands, houses, and buildings of every description.
 - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (d) To appoint, engage, employ, maintain, provide for, and dismiss Attorneys, Agents, Superintendents, Managers, clerks, coolies and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow, children, or dependents of any such.
 - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, houses, shops, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidise such.
 - (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the company at the cost of the company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any Company or person for the working of any factory erected or leased as provided in *h*, or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others, and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, and any other goods, wares, and merchandise, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.

- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, houses, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other Company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation, or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company, or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects, wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such Company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (z) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (z1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z2) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partly paid up for such purpose.
- (z3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly other.
- (z4) 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.
- (z5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned, or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

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

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
C. A. GALPIN, Colombo	One
E. P. B. BROCKWELL, Colombo	One
J. GALPIN, Colombo	One
MERVYN ELLIS, Colombo	One
R. W. M. DARVEY, Colombo	One
SYDNEY JULIUS, Colombo	One
H. G. BOIS, Colombo	One

Total Shares taken Seven

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

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

ARTICLES OF ASSOCIATION OF THE TIENSIN TEA ESTATE COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

"Extraordinary resolution" means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy (in cases where by these Articles proxies are allowed) or by attorney at any meeting of which notice specifying the intention to propose such resolution has been duly given.

BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire the Tiensin Estate, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors, nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

CAPITAL.

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

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

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

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

SHARES.

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

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

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

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

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall (subject to the provisions of Article 5) be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company shall direct, and, if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting.

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

12. The Company may pay to any person a commission at a rate not exceeding ten per cent., or of an amount not exceeding such rate, in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company.

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

29. A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor, but save as aforesaid no share shall be transferred to a person who is not a member so long as any member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership is willing to purchase the same at a price to be fixed as hereinafter provided.

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

- (a) The person proposing to transfer any share or shares (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the price which he is willing to accept for same, and shall constitute the Company his agent for the sale of the shares at the price so fixed to any person selected by the Directors as one whom in the interests of the Company it is desirable to admit to membership. Such transfer notice shall not be revocable, except with the sanction of the Directors.
- (b) If the Company shall within a space of six weeks after being served with such notice find a person or persons selected as aforesaid willing to purchase the share or shares (hereinafter called "the purchasing member"), and shall give notice thereof to the proposing transferor he shall be bound upon payment of the price so fixed to transfer the share or shares to the purchasing member or members.
- (c) If in any case the proposing transferor after becoming bound as aforesaid makes default in transferring the share or shares the Company may receive the purchase money and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share or shares, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- (d) If the Company shall not, within the space of six weeks after being served with the transfer notice, find a person selected as aforesaid willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty (subject to the provisions of article 32) to sell and transfer the shares (or those not placed) to any person, but so that the price paid shall not be less than the price specified by the proposing transferor in his transfer notice. Before passing any transfer under this clause the Directors may require the transferor and transferee to make affidavits that the consideration mentioned in the transfer is the true consideration paid by the transferee for the transfer of the shares, and is not subject to any deduction or rebate. When the proposing transferor cannot find a purchaser at the price so fixed, he may give a fresh transfer notice.

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

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

32. The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares not complying with the provisions of Article 29 or any transfer by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien, or otherwise, or any transfer to any person not approved of by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their refusal shall be absolute, and shall not be liable to be questioned.

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

67. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given by a notice sent by post or otherwise served as hereinafter provided, or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the 2nd meeting contingently upon the resolution being passed by the requisite majority at the 1st meeting. The accidental omission to give any such notice shall not invalidate any resolution passed at any such meeting.

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

77. If at any meeting a poll be demanded by some Shareholder present at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and place and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as

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

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

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

80. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every one share held by him up to ten, an additional vote for every ten shares held by him beyond the first ten up to one hundred, and an additional vote for every twenty-five shares held by him beyond the first hundred.

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

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

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

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

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

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

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

The Tientsin Tea Estate Company, Limited.

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

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

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

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

DIRECTORS.

89. The number of Directors shall never be less than two or more than five; but this clause shall be construed as being directory only, and the continuing Directors or Director may act notwithstanding any number of vacancies. Any person, whether a Shareholder or not, may be elected a Director.

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

91. The first Directors shall be Adolph Carl Theobald Meyer, Charles Arthur Galpin, and Harry Gordon Bois. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

93. 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 94.

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

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

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

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

98. No person not being a retiring Director shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he, or some member intending to propose him, has, at least 7 clear days before the meeting, left at the office of the Company a notice in writing duly signed signifying his candidature for office or the intention of such member to propose him.

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

100. The Company may from time to time, by resolution of the Shareholders in General Meeting, increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

106. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Managing Director, Visiting Agent, Superintendent, Secretary, Agent, or Trustee for Debenture Holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he resigns his office under the provisions of clause 102.
- (e) If he cease to ordinarily reside in Ceylon or is absent from Ceylon for a period of twelve consecutive months.

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

POWERS OF DIRECTORS.

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

109. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

110. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they 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.

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

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

112. The 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.

113. The Directors shall have power to open from time to time on behalf of the Company any account or accounts with such bank or banks as they may select or appoint, and also by such signatures as they may appoint to draw, accept,

make, endorse, sign, and execute cheques, bills of exchange, and promissory notes, bills of lading, receipts, contracts, and agreements, bonds, mortgages, proxies to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

114. The seal of the Company shall not be affixed to any instrument, except in the presence of two or more of the Directors, or of any one Director and the Secretary or Secretaries, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm or registered company being the Secretaries, being signified by a partner or duly authorized manager, director, secretary, attorney, or agent of the said firm or company signing for and on behalf of the said firm or company as such Secretaries. The sealing shall not be attested by one person in the dual capacity of Director and Secretary or representative of the Secretaries.

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

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

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

PROCEEDINGS OF DIRECTORS.

117. The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum, but in the event of there being at any time only one Director present in Ceylon, such Director may act alone.

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

160. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part-paid, or preference in the purchasing company, but in case any sale shall be made of any or all of the assets of the Company in exchange for shares in the purchasing company, either ordinary, fully paid, or part paid, or preference, any contributory who would be effected thereby shall have a right to dissent as if such resolution were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration, as in the sub-section (6) of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

C. A. GALPIN

E. P. B. BROCKWELL

J. GALPIN

MERVYN ELLIS

R. W. M. DARVEY

SYDNEY JULIUS

H. G. BOIS

1922 :

E. R. WILLIAMS,

Precator, Supreme Court, Colombo.

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

The Honiton Rubber Company, Limited.

NOTICE is hereby given that the Twelfth Ordinary General Meeting of Shareholders of this Company will be held at the registered office of the Company, No. 12, Queen street, Fort, Colombo, on Wednesday, December 6, 1922, at 10.30 A.M.

Business.

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

The Transfer Books of the Company will be closed from December 2 to 8, 1922, both days inclusive.

By order of the Directors,

LEE, HEDGES & Co., LTD.,

Colombo, November 20, 1922. Agents and Secretaries.

The Pelmadulla Valley Tea and Rubber Company, Limited.

NOTICE is hereby given that the Thirteenth Annual Ordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, No. 12 Queen street, Fort, Colombo, on Wednesday, December 6, 1922, at 12 noon.

Business.

1. To receive the report of the Directors and accounts for the year ended September 30, 1922.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors, and transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from November 28 to December 11, 1922, both days inclusive.

By order of the Board of Directors,

LEE, HEDGES & Co., LTD.,

Colombo, November 20, 1922. Agents and Secretaries.

The Mahanilu Tea Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at No. 14, Queen street, Fort, Colombo, the registered office of the Company, on Friday, December 1, 1922, at 3.30 o'clock in the afternoon, for the purpose of considering and, if thought fit, passing the following resolution:—

"That the Directors be and they are hereby authorized to execute a primary mortgage over the Company's Mahanilu and Mahagalla estates, plantations, and premises to secure the repayment of Rs. 75,000, with interest thereon at the rate of 7 per cent. per annum, which sum they are borrowing under the powers conferred on them by article 57 of the Company's Articles of Association."

By order of the Board,

GEORGE STEUART & Co.,

Colombo, November 20, 1922. Agents and Secretaries.

The Colonial Motor and Engineering Company, Limited.

NOTICE is hereby given that the Thirteenth Annual Ordinary General Meeting of the Company will be held at its registered office, Nos. 3 and 4, Union place, Colombo, on Monday, December 4, 1922, at 5 P.M.

Business.

- (1) To receive the report of the Directors and accounts for the 12 months ending April 30, 1922.
- (2) To declare a dividend.
- (3) To elect a Director or Directors.
- (4) To elect an Auditor.
- (5) Such further business as may be brought forward by the Directors and any other business duly brought forward before the Meeting.

The Transfer Books of the Company will be closed from November 24 to December 4, both days inclusive.

By order of the Directors,

D. B. R. TAMBIPILLAI,

Secretary.

The Ceylon Tea Growers and Trading Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Company will be held at its registered office, No. 22, Baillie street, Colombo, on Saturday, December 2, 1922, at 12 noon.

Business.

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

That clause No. 12 of the Memorandum of Association be altered by adding the words "and to dig, mine, and prospect for gems, plumbago, tourmaline, or any other mineral" after the word "plantation" in line 2 of clause No. 12.

By order of the Directors,

THE LANKA COMMERCIAL Co.,

Colombo, November 21, 1922. Agents and Secretaries.

The Ceylonese Syndicate of Nuwara Eliya, Limited.

NOTICE is hereby given that the Annual General Meeting of the Shareholders of this Company will be held at the Central Stores building, Nuwara Eliya, on Saturday, December 2, 1922, at 5.30 P.M., for the following purposes:—

- (a) To receive the Directors' report and accounts for the year ending December 31, 1921.
- (b) To elect two Directors.
- (c) To appoint an Auditor.
- (d) To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from November 28 to December 8, 1922, inclusive.

C. M. C. DE SILVA,

Secretary.

Auction Sale under Mortgage Decree.

Valuable House Property by the Sea, Bambalapitiya, called and known as "Maniks Rhue."

D. C. No. 2,429/1921.

IN obedience to the commission issued to me in above case, I shall sell by public auction on Tuesday, January 16, 1923, at 4 P.M., at the spot—

All that southern allotment of the garden called Weanawatta, with the buildings standing thereon, commonly known as "Maniks Rhue," situated and now lying in the village Wellawatta, within the Municipality of Colombo, in extent 3 roods and 37 20/100 perches, excluding the western portion in extent 12 perches more or less taken over by Government of Ceylon.

For further particulars apply to Mr. S. S. Fernando, Proctor and Notary, Courts, or—

R. G. KOELMAN,

of JENSEN & Co.,

Phone No. 733,

Telg.: "Hammer."

Auctioneers and Brokers.

Auction Sale under Mortgage Decree.

In Kalutara District, 3 Miles from Beruwala Railway Station, facing the Road.

D. C., Kalutara, No. 10,705.

BY virtue of the commission issued to me under above decree, I shall sell the following properties on Friday, December 15, 1922, commencing at 2.30 P.M. at their respective spots:—

1. An allotment of land called lot 4 of Kalawilawatta, situated at Kalawila in Kalutara totalling in the District of Kalutara, in extent 2 acres and 28 perches.
2. An allotment of land called lot 5 of Kalawilawatta, situated in the District of Kalutara, in extent 2 acres and 34 2/3 perches, at 3.15 P.M., at the spot.
3. All that defined portion of land called Kalawilawatta, situated at Kaliwamodara, in extent 8 acres 3 roods and 16 44/100 perches, at 4 P.M., at the spot.

For further particulars apply to Messrs. Ebert & Kannangara, Proctors and Notaries, Kalutara.

R. G. KOELMAN,

of JENSEN & Co.,

Canal row, Fort, Colombo.

Auctioneers and Brokers.

Auction Sale.

UNDER and by virtue of a decree in case No. 5,077, District Court, Battaramulla, entered in favour of Elizabeth Tissevaeresinghe, Plaintiff, against Ismalevva Kosumuhamachlevvai, Defendant, and by an order of court sent to me to sell by auction the mortgage property belonging to the defendant to recover the sum of Rs. 2,500 and costs, notices hereby given that on Saturday, December 16, 1922, at 10 and 11 o'clock in the forenoon, will be sold by public auction at Sammanturai market, the right, title, and interest of the defendant in the following property, viz. :—

At 10 A.M.

1. A paddy land called Maruthadyvely in Manakandam in Malukamputty, in Sammanturai pattu; bounded on the north-west by Crown land, east by land mentioned in plan No. 53,585 and Crown land, south by Crown land, south-west and west by Crown land and land mentioned in plan No. 53,582; containing in extent 13 acres 1 rood and 12 perches; out of this, an undivided $\frac{1}{3}$ share.

At 11 A.M.

2. A piece on the southern side of the field Panikevely, situated at Panditivuvattai in the pattu aforesaid; bounded on the north by the other piece of this land belonging to E. Meerasaibo, south by the land called Kottanpattu belonging to Marthumullai and the land called Kallanelavasom belonging to T. Canagasabai, east by boundary of Konavattayan and Panikevelypamangai and Naduvuttu pattu, and west by Vesathakavelypamankai and Maruthadiallai Puthuvely; in extent 11 acres, with all right, inlets, and outlets.

B. P. BARTHELOT,
Auctioneer.

November 18, 1922.

Auction Sale of Valuable Property at Maradana.

BY virtue of the commission issued to me in case No. 4,581 of the District Court of Colombo, I will sell by public auction at the spot, on Saturday, December 16, 1922, at 4 p.m.

Allotment of land with buildings thereon comprising lots B 3 and B 4 in plan by S. S. Kandasamy, Surveyor, situated at Paranawadiya lane, bearing assessment Nos. 53A1 to 53A5 in Ward No. 1,551, 2nd Division, Maradana, in Colombo.

The said premises will be first put up for sale amongst the co-owners thereof at the amount at which the same has been appraised and, if there be no bidders above the said amount, then immediately thereafter amongst the public.

For particulars apply to M. S. Akbar, Esq., Proctor, Supreme Court, and Notary, Colombo.

A. AMT,
109, Hulftsdorp, Colombo. Commissioner and Auctioneer.

Auction Sale.
In the District Court of Colombo.

UNDER decree entered and by virtue of commission issued to me in case No. 4,155, D.C., Colombo, I shall sell the following property specially bound and executable for the recovery of the amount therein stated on Saturday, December 16, 1922, at 11 A.M., at the spot :—

All that allotment of land marked letter C in plan No. 103A and forming an undivided portion of the land called Kahatagahawatta alias Mineral Spring estate, situated at Avissawella; and containing in extent 1 acre 1 rood and 22.625 perches, with the buildings standing thereon.

C. P. AMERASINGHE,
Auctioneer and Broker.

1, Hulftsdorp.

Auction Sale.

Two Valuable Properties at Anuradhapura, in Atulugam Korale in Kegalla District, and Uyana in Moratuwa in Sabariti Korale, in the District of Colombo.

Under Mortgage Decree.

UNDER and by virtue of the commission issued to me in case No. 4,691 of the District Court of Colombo,

I shall sell by public auction on Monday, December 18, 1922, commencing at 4 p.m., at the office of Messrs. T. D. & E. Mack, Proctors; and Notaries, No. 121, Hulftsdorp street, Colombo, the following properties, to wit :—

(1) All that three allotments of lands called Etaheraliyagahalanda, Kurahanwatta, Walapollaowita, and Epitawatta, with the trees and buildings standing thereon, situated in the village Epalapitiya, in Atulugam korale of the Three Korales, in the District of Kegalla; containing in extent 7 acres and 6 perches; and

(2) All those two contiguous allotments of land called Kiripellagahawatta, now forming one property, and situated at Uyane in Moratuwa, in the District of Colombo; containing in extent, exclusive of the path along the garden, 1 rood and 8.9 perches.

For further particulars apply to Fritz Mack, Esq., Proctor and Notary, Hulftsdorp, Colombo, or to me:

H. D. JOHN PIERIS,
Auctioneer and Broker.

No. 8, Hulftsdorp street, Colombo.

Auction Sale under Mortgage Decree of Properties in Welisara, in the Ragam Pattu of Alutkuru Korale.

BY virtue of the commission issued to me in case No. 3,726 of the District Court, Colombo, I shall sell by public auction on Saturday, December 16, 1922, the following properties mortgaged with the plaintiff and declared bound and executable under the decree in the said case against Madavita Vitane Mudalige Don Gregoris Samarawickreme and two others, the defendants therein, for the payment of the sum of Rs. 5,920, interest and costs of suit, in the following order, viz. :—

At 4 p.m. at the spot.—All those several adjoining portions of the land called Mahawatta, now forming one property together with the plantations and buildings standing thereon, situated at Welisara or Nagoda; in extent 3 acres and 21 perches.

At 4.30 p.m. at the spot.—Undivided $\frac{1}{2}$ part or share from and out of the field called Kiripellagahakumbura alias Nugagahakumbura, situated at Welisara; in extent 4 acres 3 roods and 13 perches.

At 5 p.m. at the spot.—Undivided $\frac{1}{9}$ part or share from and out of the following allotments of land, all situated at Welisara, and now forming one property called Welisara Kurunduwatta, viz. : (a) Undivided $\frac{1}{2}$ part of the western portion of the cinnamon land called Welisara Kurunduwatta, in extent 3 acres 2 roods and $16\frac{7}{10}$ perches; (b) the defined eastern portion of the land called Kurunduwatta, in extent 2 acres 1 rood and 8 perches; (c) undivided $\frac{3}{4}$ part from and out of undivided $\frac{1}{2}$ part of the land called Welisara Kurunduwatta, in extent 6 acres or thereabouts; (d) undivided $\frac{1}{10}$ part or share from and out of the land called Welihena forming part of Welisara Kurunduwatta, in extent 3 rood or thereabouts; (e) undivided $\frac{1}{2}$ part of all that $\frac{1}{2}$ part of the land called Welihena, forming part of Welisara Kurunduwatta, in extent 1 acre 2 roods or thereabouts; (f) undivided $\frac{1}{24}$ part of a portion of the land called Welihena forming part of Welisara Kurunduwatta, in extent 6 acres or thereabouts; (g) undivided $\frac{8}{40}$ part or share from and out of a portion of Welihena forming part of Welisara Kurunduwatta, in extent 6 acres; (h) all that defined portion out of $\frac{1}{2}$ part of Welisara Kurunduwatta, in extent 3 acres 3 roods and 19 perches; (i) undivided $\frac{1}{2}$ part or share from and out of $\frac{1}{2}$ part of the land called Welihena forming part of Welisara Kurunduwatta, in extent 1 acre 2 roods or thereabouts; and (j) the land called and known as Wellekurunduwatta, in extent 2 acres 1 rood 8 perches or thereabouts.

Further particulars from W. J. C. Fernando, Esq., Proctor, Supreme Court, and Notary, or from—

G. EMANUEL DABERA,
Auctioneer and Broker.

No. 83, Dam street.

Auction Sale.

BY virtue of a commission issued to me by the District Court of Colombo in case No. 5482, 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. H. SELVAM JOSEPH,
Colombo, November 18, 1922. Auctioneer and Broker.

Auction Sale of Valuable Block of Land.

Unique Opportunity for Capitalists.

In the District Court of Colombo.

Veena Kana Roona Seena Thana Somasunderam Chetty of Sea street, Colombo Plaintiff.
No. 6203. Vs.

Rajapakspathirage Ronald Edwin Perera of Dehiwala, Colombo Defendant.

BY virtue of the commission issued to me in case No. 6203, District Court, Colombo, I shall sell by public auction at the office of Messrs. T. D. & E. L. Mack, No. 121, Hulftsdorp street, Colombo, on Monday, December 18, 1922, at 2.30 P.M., for the recovery of the amount stated in the decree in the said action No. 6203, the following property, declared bound and executable under the said decree, viz. :—

1. All that divided portion of an allotment of land called Evathagamasama from and out of the lands and fields, to wit:—Helehena in extent 15 amunams of paddy sowing, Tennehena in extent 10 amunams of paddy sowing, Mahadeniyahena in extent 15 amunams of paddy sowing, Heneyabandogalahena in extent 10 amunams of paddy sowing, Etambakadagawakelehena in extent 15 amunams of paddy sowing, and Embuliawandiyehena in extent 3 amunams of paddy sowing (exclusive of 15 pelas of paddy sowing from and out of Mahadeniyakumbura), adjoining each other and forming one property, situate at Ewatna in the Udupattu of Kuruwita korale, in the District of Ratnapura, of the Province of Sabaragamuwa, which divided portion is bounded on the north-east by Mala-ela, on the south by mukalana boundary, on the south-west by a part of the same land, and on the north-west by the korale boundary; containing in extent 30 acres.

2. All that divided portion of an allotment of land called Eratnagamasana from and out of the above mentioned lands and fields, situate at Eratana aforesaid (exclusive of 15 pelas of paddy sowing from and out of Mahadeniyakumbura), which said divided portion is bounded on the north-east and south-west by a part of the same land, on the south by mukalana boundary, and on the north-west by korale boundary; containing in extent 20 acres.

3. An undivided extent of 10 acres adjoining the said two divided portions from and out of the lands and fields, to wit:—Helehena in extent 15 amunams of paddy sowing, Tennehena in extent 10 amunams of paddy sowing, Mahadeniyahena in extent 15 amunams of paddy sowing, Keneyabandogalahena in extent 10 amunams of paddy sowing, Etambakadagawakelehena in extent 15 amunams of paddy sowing, and Eribiliamanlanahena in extent 3 amunams of paddy sowing (exclusive of 15 pelas of paddy sowing out of Mahadeniyakumbura), adjoining each other and forming one property, situate at Eratna aforesaid; bounded on the north by the korale boundary, on the east by Wammerehenemala-ela, on the south by mukatan boundary, and on the west by Ingudugalegalona and Rukattanagala, after excluding the said divided portions of 30 acres and 20 acres respectively.

For title deeds, plans, and other particulars, please apply to Messrs. T. D. & E. L. Mack, Proctors and Notaries, or to me:

A. C. KOELMEYER,
58, Belmont street, Hulftsdorp. Auctioneer and Broker.

Auction Sale of a Valuable Block of Land in Extent 737 Acres.

Unique Opportunity for Capitalists.

In the District Court of Colombo.

Veena Kana Roona Seena Thana Somasunderam Chetty of Sea street, Colombo Plaintiff.
No. 6,086. Vs.

Rajapakspathirage Ronald Edwin Perera of Dehiwala Defendant.

BY virtue of the commission issued to me in case No. 6,086, District Court, Colombo, I shall sell by public auction, at the office of Messrs. T. D. & E. L. Mack, No. 121, Hulftsdorp street, Colombo, on Monday, December 18, 1922, at 1 P.M., for the recovery of the amount stated in the decree in the said action No. 6,086, the following property, declared bound and executable under the said decree, viz. :—

All those contiguous allotments of land called Pimburudeniyahenyaya, Mugunehenyaya, Kithulhenyaya, Ellagawahenyaya, Banduragodahenyaya, Nawalayagehenyaya, Millagasthenyaya, and Hevelekehennyaya appertaining to Dewalapidawiligama, situated at Ekneligoda, in the Uda pattuwa of Kuruwiti korale, in the District of Ratnapura, of the Province of Sabaragamuwa; bounded on the north by Indiwetiya and deniva, on the east by land belonging to Jayasundera, on the south by field, ela, garden, and fence, on the west by Kuru-ganga and ela; containing 185 amunams of paddy sowing extent or about 737 acres (excluding undivided gardens, fields, and owitas).

For title deeds, plans, and other particulars, please apply to Messrs. T. D. & E. L. Mack, Proctors and Notaries, Colombo, or to me:

A. C. KOELMEYER,
58, Belmont street, Hulftsdorp. Auctioneer and Broker.

Auction Sale of a Valuable Block of Land.

Unique Opportunity for Capitalists.

In the District Court of Colombo.

Veena Kana Roona Seena Thana Somasunderam Chetty of Sea street, Colombo Plaintiff.
No. 6,153. Vs.

Rajapakspathirage Ronald Edwin Perera of Dehiwala Defendant.

BY virtue of the commission issued to me in case No. 6,153, District Court, Colombo, I shall sell by public auction at the office of Messrs. T. D. & E. L. Mack, No. 121, Hulftsdorp street, Colombo, on Monday, December 18, 1922, at 2 P.M., for the recovery of the amount stated in the decree in the said action No. 6,153, the following property, declared bound and executable under the said decree, viz. :—

1. An undivided $\frac{1}{2}$ share of the gardens and godahenas of the Bodimaluwa village in Bodimaluwa of Uda pattu of Kuruwiti korale, in the District of Ratnapura, of the Province of Sabaragamuwa, and bounded on the north by land described in plan No. 69,178 on the village limit of Ihalawitiya, Anakagawadeniya on the limit of Three Korales, Kektilyadde, Dehaiyaliyaddegodella, Paluwatta, and Dodangalahena in Bindialuwagama, on the east by limit of Three Korales, Halrotiyawattehena on Meneripitiya village, south-east and south by the limit of Porambewewa, Pidawitigama, Miyagamullehena, Pattigekumbura, Udahawatta, Roweddumahenakumbura and deniya, on the south-west and west by the limit of Proambawepidewitigama and Morakele said to belong to the Crown, footpath, and Halkandedola-ela, west and north-west by land described in plan No. 69,178 on the village limit of Ihalawitiya and high road; containing in extent 159 acres.

2. All those five contiguous allotments of land called Gallimullehena, Kanuketiyahena, Pooketugahahena, Hogama, Elagawahena, and Bellimgoda, in the Uda pattu aforesaid; and bounded on the north and west by rubber estate, on the east by the field, on the south by Bellan-ela and Rankiragawatta; and containing in extent 14 acres and 34 perches.

For title deeds, plans, and other particulars, please apply to Messrs. T. D. & E. L. Mack, Proctors and Notaries, Colombo, or to me:

A. C. KOELMEYER,
58, Belmont street, Hulftsdorp. Auctioneer and Broker.

Auction Sale of Two Extensive and Valuable Blocks of Land.

Unique Opportunity for Capitalists.

In the District Court of Colombo.

Veena Kana Roona Veena Thana Somasunderam
Chetty of Sea Street, Colombo..... Plaintiff.

No. 6,147. Vs.

Rajapakspathirage Ronald Edwin Perera of
Dehiwala..... Defendant.

BY virtue of the commission issued to me in case No. 6,147, District Court, Colombo, I shall sell by public auction at the office of Messrs. T. D. & E. L. Mack, No. 121, Hulftsdorp street, Colombo, on Monday, December 18, 1922, at 1.30 p.m., for the recovery of the amount stated in the decree in the said action No. 6,147, the following property, declared bound and executable under the said decree, viz. :—

1. An undivided $\frac{1}{4}$ share of the garden and godahas of the Bodimaluwa village in Bodimaluwa of Udapattuwa in Kuruwiti korale, in the District of Ratnapura, of the Province of Sabaragamuwa; and bounded on the north by land described in plan No. 69,178 on the village limit of Ihalawitiya, Anakagawadeniya on the limit of Three Korales, Kekatiliyadda, Dahaiyaligeddegodatta, Paluwatta, and Dodangahanna on Bindilewagama, on the east by limit of Three Korales, Habrotiyawattahena on Menurupitiya village, south-east and south by the limit of Prambewewa, Pidawitigama, Moliyagammullehenapattiyakumbura, Udahawatteaswaddumahanakumbura and deniya, on the south-west and west by the limit of Poranbawapidawittigama and Manakele said to belong to the Crown, footpath, and Halkandedola-ela, west and north-west by land described in plan No. 69,178 on the village limit of Ihalawetiya and high road; containing in extent 159 acres.

2. An undivided $\frac{1}{4}$ share of all those 19 allotments of land forming Hapurugalagaladdabage, Hewawasampanguwa, consisting of the allotments called Rodagederagawa-asweduma, Agalkotuwamedapurana, Ironwalle Muththammage-liyadde, Kajugahayataliyadde, Henedurujadagedeniya, Kajugahakanattewatta, Maragahawatta, Kadumbuiyawatta, Ambalangodellewatta, Weedeyawatta, Kiriellegewatta, Laththialagewatta, Aratchigewatta, Madawelalindahenyaya, Ginigamanahenyaya, contiguous to each other and forming one property, situated at Paranagama in the Uda pattuwa of Kuruwiti korale, in the District of Ratnapura, of the Province of Sabaragamuwa; and bounded on the north by the village limit of Ellawala, on the east by the boundary limit of Digala village, on the south by the boundary limit of Kanuggala village, on the west by Idiriwetiya and water-course; containing in extent 65 amunams of paddy sowing.

For title deeds, plans, and other particulars, please apply to Messrs. T. D. & E. L. Mack, Proctors and Notaries, Colombo, or to me:

A. C. KOELMEYER,

58, Belmont street, Hulftsdorp. Auctioneer and Broker.

Auction Sale.

In the District Court of Colombo.

H. R. Caldera, executor of the last will and testament
of the late H. S. Caldera..... Plaintiff.

No. 3,111. Vs.

Galaboda Perera John Perera of Kotuwila... Defendant.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on December 18, 1922, at 5 p.m., at the spot, all that lot marked letter "A" in plan dated November 25, 1913, made by C. H. Frida, Licensed Surveyor, all those two allotments of land adjoining each other called Ambagahawatta, situated at Kotuwila in Ambatalenpahala, Alutkuru korale south, in extent 21 perches, with the plantations thereon.

54, Belmont street,
Colombo, November 16, 1922.

H. M. PEIRIS,
Auctioneer and Broker.

Auction Sale of Valuable Properties at Kussala and Hiruwalpola, in the Districts of Colombo and Kurunegala.

UNDER decree in case No. 15,203, D. C., Negombo, entered in favour of the plaintiff Kana Riina Awanna Nagappa Chetty of Katunayaka, against the defendant Lokupothagamage Don Sayaneri Appuhamy of Kussala and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,880, with interest on Rs. 1,600 at 18 per cent. per annum from December 27, 1921, till June 5, 1922, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full and costs of suit, we shall sell the under-mentioned properties, mortgaged by bond No. 13,738 dated December 27, 1920, and attested by B. P. Samarasinghe, Notary, by public auction, at the respective spots, on Tuesday, December 19, 1922, viz. :—

At 10 A.M.

1. The land called Delgahawattekebella, situate at Kussala in Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province, containing in extent about half an acre, with the buildings standing thereon, as a secondary mortgage.

At 10.15 A.M.

2. The $\frac{1}{4}$ share of the land called Ambagahawatta situate at Kussala aforesaid, which said $\frac{1}{4}$ share is in extent about 1 acre, and the buildings standing thereon, as a secondary mortgage.

At 10.30 A.M.

3. An undivided $\frac{1}{4}$ share of the field called Paragahakumbura, situate at Kussala aforesaid, containing in extent 4 parras of paddy sowing ground, as secondary mortgage.

At 4.30 P.M.

4. An undivided $\frac{1}{4}$ share of the land called Madangahena, situate at Hiruwalpola in Yagam pattu korale in Katugampola hatpattu, in Kurunegala District, North-Western Province, containing in extent about $1\frac{1}{2}$ bushels of kurakkan sowing ground, with the buildings standing thereon, as a primary mortgage.

Further particulars from Messrs. de Croos & Fernando, Proctors and Notaries, Negombo, or from—

M. P. KURERA & CO.,

Negombo, November 15, 1922.

Auctioneers.

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

UNDER decree in case No. 14,891, D. C., Negombo, entered in favour of the plaintiff Kana Nana Kana Rawanna Mana Kana Kannappa Chetty, by his attorney Thana Muna Sundaram Pulle of Negombo, against the defendants (1) Dorothy Julia Wijesekara nee Rowel, by her attorney Francis Alfred Wijesekara, wife and husband, both of Waikkal in Kammal pattu, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 4,437.5 with interest on Rs. 2,500 at 30 per cent. per annum from May 29, 1921, till September 24, 1921, and thereafter 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, less the sum of Rs. 2,000 paid by the defendants, we shall sell the under-mentioned properties, mortgaged by bond No. 2,430 dated March 28, 1918, and attested by D. L. E. Amarasinghe, Notary, as a primary mortgage, by public auction, at the respective spots, on Monday, December 18, 1922, viz. :—

At 2 P.M.

1. All that allotment of and depicted as lot Z 73 in title plan 84,856, situate at Kirimetiya, in Otara palata of Pitigal korale, in the District of Chilaw, North-Western Province, containing in extent 3 acres 3 roods and 4 perches.

Commencing at 3.30 P.M.

2. All that allotment of land called Maragahawatta, situate at Waikkal, in Kammal pattu of Pitigal korale, in the District of Chilaw aforesaid, containing in extent 2 acres more or less.

3. The undivided $\frac{4}{6}$ shares of all that allotment of land called Ambagahawatta, situate at Waikkal aforesaid, containing in extent 1 acre more or less.

4. All that allotment of land called Talgahawatta *alias* Siyambalagahawatta, situate at Waikkal aforesaid, containing in extent 4 measures of kurakkan sowing ground more or less.

5. The undivided 14/288 shares of all that allotment of land called Divulgahawatta, situate at Waikkal aforesaid, containing in extent 3 pecks of kurakkan sowing ground.

6. The undivided 2/10 shares of all that land comprised of the contiguous allotment called Divulgahawattukebella and Kahatagahawattukebella, situate at Waikkal aforesaid, containing in extent 2 acres more or less.

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

M. P. KUREEA & Co.,
Negombo, November 15, 1922. Auctioneers.

Auction Sale of Negombo Town Properties.

UNDER decree in case No. 15,512, D. C., Negombo, entered in favour of the plaintiff, Austin Leo Julius Croos Daerera of Colombo, against the defendants (1) Don John Samuel Goonawardena, (2) S. T. R. N. S. R. M. Suppiah Pulle, and (3) N. S. R. M. W. E. Suppiah Pulle, all of Negombo, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,843 12½, with interest on Rs. 1,500 at 9 per cent. per annum from July 14, 1922, till September 11, 1922, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full and costs of suit, from the 1st defendant above-named, we shall sell the under-mentioned properties, mortgaged by bond No. 202 dated December 20, 1914, and attested by P. D. F. de Croos, Notary, as a primary mortgage, by public auction, at the respective spots on Thursday, December 21, 1922, commencing at 4 P.M., viz:—

1. The lot A of the two contiguous allotments of land called Talgahawatta and Halgahawatta, situate at 4th division, Hunupitiya, Negombo, within the old Gravets of Negombo, in the District of Negombo, Western Province, containing in extent 15 57 square perches.

2. The lot A of the said two contiguous allotments of land called Talgahawatta and Halgahawatta, situate at 4th division Hunupitiya aforesaid, containing in extent 28 3 square perches.

3. The divided northern portion of the divided 2/6 share of the land called Kongahawatta, situate at 4th division Hunupitiya aforesaid, containing in extent about 5 square perches.

4. All those three contiguous lots marked letters C, D, and E in plan No. 1,873, dated February 16, 1914, and made by J. C. Fernando, Licensed Surveyor, of all that land comprised of the several contiguous allotments of lands called Kosgahawatta, Kongahawatta, Padiliyawatta, Kosgahawatta, Siyambalagahawatta, and Siyambalagahakurunduwatta, situate at 4th division Udayartoppuwa, within the old Gravets of Negombo aforesaid, which said lots marked C, D, and E, forming into one block, containing in extent 15 6 perches.

Further particulars from Messrs. de Croos & Fernando, Proctors and Notaries, Negombo, or—

M. P. KUREEA & Co.,
Negombo, November 21, 1922. Auctioneers.

Auction Sale.

District Court of Negombo.

Sawanna Thana Muna Muthiah Chetty, by his attorney Sona Sana Ramasamy Pulle of Negombo..... Plaintiff.
No. 15,503. Vs.

(1) Bothale Appuhamilage Dona Aminona, (2) Sembukutti Arachchige Don Bastian Appuhamy, (3) Jayasekera Hettiarachchige Isidore Tissera, all of Amandoluwa Defendants.

BY virtue of the order to sell in the above case issued to me as per decree entered therein against the defendants in favour of the plaintiff for the recovery of the sum of Rs. 475, with interest on Rs. 250 at 20 per cent. per annum from July 5, 1922, to September 21, 1922, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full and costs of suit, due in respect of bond

No. 426 dated July 5, 1916, attested by P. D. F. de Croos, Notary Public, I shall sell the under-mentioned property mortgaged by the said bond as a primary mortgage by public auction, at the spot, on Saturday, December 16, 1922, at 4 P.M., to wit:—

Several contiguous allotments of land called Ambagahawatta, situate at Kussela in Ragam pattu of Alutkuru korale, in the District of Colombo; bounded on the north by dewata road, east by land of Lokupothagama Singhappu and others; south by land of Botale Appuhamilage Don Migel Appuhamy, and west by land of Bothale Appuhamilage and others; containing in extent about 2½ acres.

Further particulars from Messrs. de Croos & Fernando, Proctors and Notaries, or to—

B. A. POWELL,
Negombo, November 21, 1922. Commissioner.

Auction Sale under Mortgage Decree.

In the District Court of Negombo.

Sawanna Thana Muna Ramasamy Pulle of Negombo..... Plaintiff.

No. 15,395. Vs.

Henry Thomas Perera Senewiratna of Dunagaha..... Defendant.

UNDER decree in the above case and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 7,650, with interest on Rs. 4,500 at 2½ per cent. per annum from May 10, 1922, till the date of the decree, and thereafter on the aggregate at 9 per cent. per annum till payment in full and costs, I shall sell the under-mentioned properties mortgaged by bond No. 892 dated December 10, 1917, and attested by P. D. F. de Croos, Notary, as a secondary mortgage, at the respective spots on Wednesday, December 13, 1922, viz:—

At 10 A.M.

(1) All that land called Kekunagaha-agara, situate at Dunagaha in Dunagaha pattu of Alutkuru korale, in the District of Negombo; containing in extent 2 acres 2 roods and 8 perches.

At 10.30 A.M.

(2) All that ½ share of lot A depicted in plan No. 1,904, situate at Dunagaha aforesaid; the entire lot in extent 3 acres 3 roods and 32 perches.

At 11.30 A.M.

(3) All that field called Bakmigahakumbura and Delgahakumbura *alias* Gorakagahakumbura, situate at Adikarimulla in Dunagaha pattu aforesaid; containing in extent 3 acres 2 roods and 5 perches.

At 3 P.M.

4. All that field called Dikwelakumbura and the portion of high land adjoining, situate at Aluthepola *alias* Katuwellegama in Dunagaha pattu aforesaid; containing in extent 4 acres 1 rood and 33 perches.

Further particulars from Messrs. de Croos & Fernando, Proctors, Supreme Court, and Notaries, or—

K. H. PERERA,
Negombo, November 16, 1922. Auctioneer.

Auction Sale of Valuable Property at Welapura Kalutara and Kuda Heenatiyangala in Kalutara District, under Mortgage Decree.

BY virtue of the order to sell issued to me in case No. 10,520, District Court, Kalutara, made by public auction, at the respective spots, on Saturday, December 16, 1922, commencing at 9 A.M., for the recovery of the amount stated in the decree in the said case No. 10,520, the following property declared specially bound and executable under the said decree, viz:—

1. An undivided 3/16 shares of the soil and of all the things, together with the entire second plantation on the land called Kalugawatta bearing assessment No. 435, situate at Welapura Kalutara; containing in extent 2 roods and 27 perches.

2. An undivided 1/4 of 9/16 share of the soil and of all the things, together with 1/4 share of the planter's 1/4 share of the plantations of the land called Wangethawatta bearing

assessment Nos. 448 and 449, situated at Welapura Kalutara aforesaid, including the planter's $\frac{1}{2}$ share of the plantations, containing in extent 2 acres.

3. An undivided $\frac{1}{4}$ share of the soil and of all things of the land called a portion of Meddewatta, situated at Welapura Kalutara aforesaid, bearing assessment Nos. 12, 13, and 14; containing in extent about 1 acre.

4. An undivided $\frac{1}{16}$ share of the soil and trees and $\frac{15}{32}$ shares of the tiled house standing thereon, of the land called Godakelewatta, situated at Kuda Heenatiyangala; containing in extent about 2 roods.

5. The entire soil and trees of a portion of land called Godakelewatta, situated at Kuda Heenatiyangala; containing in extent about 2 roods.

For further particulars please apply to C. E. Hepponstall, Esq., Proctor, Supreme Court, and Notary Public, Kalutara.

Moratuwa.

LIONEL J. J. PEIRIS,
Auctioneer and Broker.

Auction Sale under Mortgage Decree.

In the District Court of Kalutara.

Annie Margaret Rodrigo Wisesinghe of Madampitiya in Colombo, Plaintiff.

No. 10,580.

Vs.

Don Andris Jayawardana Mudalaly of Maha Paiyagala, Defendant.

UNDER and by virtue of the decree entered in the above case and by virtue of order to sell issued to me from the said court for the recovery of the sum of Rs. 6,891.35, with interest on Rs. 5,000 at 16 per centum per annum, from March 30, 1922, and thereafter at the rate of 9 per centum per annum on the aggregate till payment in full and costs of suit, I shall sell by public auction the following property declared bound and executable under the said decree on December 16, 1922, commencing from 2.30 P.M., at the lands herein below, to wit:—

(1) All that portion of land called Kottambagahawatta, with the buildings, trees, and plantations thereon, situated at Paiyagala in Paiyagalabadda of Kalutara Totamune, in the District of Kalutara, Western Province, and bounded on the north by Kovillewatta and Wagurewatta, on the east by the high road, on the south by Gederawatta and wagura, and on the west by Iskakarewatta; containing in extent 1 acre and $\frac{12}{36}$ perches.

(2) All that undivided $\frac{1}{2}$ part or share of all the trees standing on all that land called Kottambagahawatta, situated at Paiyagala aforesaid; and bounded on the north by Kovillewatta and Wagura, on the east by the high road, on the south by Gederawatta and Obodawagura, and on the west by Iskakarewatta; containing in extent 1 acre and 2 roods.

(3) All that undivided $\frac{1}{14}$ of the soil and trees and an undivided $\frac{1}{2}$ of the remaining $\frac{13}{14}$ of the trees of all that lot No. 16 of all that portion of Lansiyawatta, situated at Paiyagala aforesaid; and bounded on the north by lot No. 6 of Lansiyawatta, on the east by water-course, on the south by $\frac{1}{12}$ part of Lansiyawatta belonging to Poninbaduge family, and on the west by the high road; containing in extent 1 acre 1 rood and 14 perches, exclusive of the $\frac{1}{2}$ of the planter's share of the second plantation.

For further particulars please apply to me, or to Mr. D. E. de Almeida, Proctor, Supreme Court, and Notary Public, Kalutara.

Kalutara, November 16, 1922.

P. DON PAUL,
Auctioneer.

Auction Sale of Valuable Lands at Talpitiya in Panadure.

UNDER and by virtue of the decree entered in case No. 10,582 of the District Court of Kalutara, and the order to sell issued to me, I shall put up for sale by public auction on Saturday, December 9, 1922, commencing from 3 P.M., at the spot—

1. The portion of the land called Gulugahawatta, together with all the trees and plantations standing thereon, situated at Talpitiya in the Talpitibadde of the Panadure totamune, in the Kalutara District; containing in extent about 2 roods.

2. Undivided $\frac{1}{2}$ share of the two-third parts of a portion of land called Gorakagahawatta, situated at Talpitiya aforesaid; containing in extent about 1 acre.

For further particulars please apply to F. A. C. Tirimanne, Esq., Proctor, Supreme Court, Panadure, or to me.

H. THOMAS FERNANDO,
Auctioneer and Broker.

Panadure, November 21, 1922.

Auction Sale.

In the District Court of Galle.

Mrs. Agnes Eleanor de Silva of Kaluwella in Galle, Plaintiff.

No. 19,746.

Vs.

(1) John Julius Herat of Unawatuna in Galle, (2) Wehellege Don Bastian de Silva Samaranayake of Talpe, Defendants.

UNDER and by virtue of the decree entered in the above case and the order to sell issued therein, I shall sell by public auction, at the spot, on December 16, 1922, commencing at 2.30 P.M., the following property bound and executable for the recovery of the amount due by the 1st defendant on the said decree, viz:—

1. All the soil and trees of the two defined and divided lots Nos. 4 and 5 of the land called Delgahawatta, situated at Narawala within the four Gravets of Galle, which said two lots are contiguous to each other, and together contain an extent of 1 acre 2 roods and $13\frac{38}{64}$ perches, together with the buildings standing thereon.

2. An undivided 24 kurunies of paddy sowing extent of the field called Kirillagahaliadde, situated at Poddala in Akmeemana, in Galle District, containing 56 kurunies of paddy sowing extent.

For further particulars please apply to D. G. Goonewardane, Esq., Proctor and Notary Public, Galle, or to me:

CHAS. M. GOONESEKERA,

Galle, November 16, 1922.

Auctioneer.

Auction Sale.

In the District Court of Galle.

Elpitiye Atcharige Sinnohamy Baas of Galwadugoda in Galle, Plaintiff.

No. 18,953.

Vs.

(1) Ismail Lebbe Markar Pattu Muttu Natchiya, (2) Cassim Lebbe Markar Mohamed Ismail, both of Kaluwella, Defendants.

UNDER and by virtue of the decree and the order to sell issued to me in the above case, I shall sell by public auction, at the spot, on December 22, 1922, at 3.30 P.M., the following property bound and executable for the recovery of the amount due on the said decree, viz:—

All that defined $\frac{1}{2}$ part marked B/311 of the land Otiyapangiawatta, together with the buildings standing thereon, situated at Kaluwella, within the Four Gravets of Galle; containing in extent 1 rood 4 61 perches.

For further particulars please apply to D. G. Goonewardane, Esq., Proctor and Notary Public, Galle, or to me:

CHAS. M. GOONESEKERA,

Galle, November 21, 1922.

Auctioneer.

Auction Sale.

In the District Court of Galle.

(1) Kalupahanage Milly Wickremasinghe (nee de Silva), executrix of the last will and testament of Kalupahanage Simon de Silva, late of Patuwata, deceased, wife of (2) D. C. Wickremasinghe, both of Galle, Fort, Plaintiffs.

No. 19,323.

Vs.

(1) Kodikarage Hingappu de Silva, (2) Kodikarage Thomasappu, both of Pitiwella, in Wellabadda pattu, Defendants.

BY virtue of a commission issued to me in the above case for the recovery of the sum of Rs. 891.12, together with interest thereon at the rate of 9 per cent. per annum

from April 28, 1922, and costs of suit, I shall sell by public auction on Saturday, December 16, 1922, commencing at 2 P.M., at the spots—

1. All that undivided 49/64 parts of the undivided southern portion and of the incomplete building standing thereon, together with an undivided 1/2 part of the undivided northern portion and of the house standing thereon of lot No. 3 of the land Pokunabodawatta, situated at Degalla, in Wellaboda pattu of Galle, Galle District, Southern Province; and bounded on the north by the Colombo-Galle main road, east by lot No. 4, south by a portion of same land, and on the west by lot No. 3 and as per Fiscal's boundaries, on the south by lot No. 5A, and on the west by lot No. 2; and containing in extent 4 square perches.

2. All that undivided 1/12 part of the soil and trees of lot No. 3 of Pokunabodawatta, situated at Dodandiwa in Wellaboda pattu aforesaid; and bounded on the north by Colombo-Galle main road; east by lot 4 of Pokunabodawatta, south by a portion of the same land; and west by lot No. 2 of this land; containing in extent 2.87 square perches, and all that undivided 1/2 part of the tiled and masonry built house of 7 cubits in breadth and 22 cubits in length standing on the said land; and of the soil covered by the said house.

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

90-51-136
Auction Sale
In the District Court of Galle.

Bodera Gamage Amarapala of Heenatigala. . . . Plaintiff.

No. 19,314. Vs.

(1) Nanayakkarawasan Kananke Gamage Don Hendrick Appuhamy of Kodagoda, presently of No. 93, Bakery, Peradeniya, (2) Nanayakkarawasan Kananke Gamage Don Sadriss Appuhamy of Kodagoda in Talpe pattu Defendants.

BY virtue of a commission issued to me in the above case to recover the sum of Rs. 1,273.64, with interest thereon at 9 per cent. per annum from March 20, 1922, and costs of suit, I will sell by public auction, on Saturday, December 2, 1922, commencing at 2.30 P.M., at the spots—

1. All that undivided 1/2 part of the soil and undivided 1/2 part of the fruit trees of the plantation made by Athapattu Don Davith and the entire stone masonry tiled 15 carpenter's cubit house of the land called Kombiwatta, situated at Kodagoda; and bounded on the north by Badalgewatta and Adderawatta, east by Mapanewatta and Kombiwatta, south by Egoda-aramba and Vithanagewatta, and on the west by Ahunkolapewatta and Adderawatta; and containing about 5 acres in extent.

2. The entire soil and all the fruit trees of Kombiwatta *alias* Weralugahakoruwa, situated at Kodagoda, aforesaid; and bounded on the north-east by a portion of the same land, south-east by the road to Abangama, south-west by Watugederawatta *alias* Egoda-aramba, and on the north-west by Ahunkolapewatta; containing in extent 1 1/2 acre.

3. All that undivided 5/48 parts or shares of the soil and of all the fruit trees of the land called Ullalawatta *alias* Badalgewatta, situate at Kodagoda aforesaid; and bounded on the north by Bakmeegahakumbura, east by Walauwewatta, south by Hitigekoratuwa *alias* Kombiwatta; and on the west by Adderawatta; and containing about 1 1/2 acre in extent.

4. All that undivided 1/36 part or share of the soil and soil share trees of the land called Oliyannullewatta, situate at Kodagoda aforesaid; bounded on the north by Galpitagahawatta, east by Maragahawatta, south by wela, and west by Adderawatta; containing about 5 acres in extent.

Galle, November 3, 1922. K. G. BENNET DE SILVA, Licensed Auctioneer.

Sale by Public Auction.

In the District Court of Galle.

Obadage John de Silva Jayawardena of Poowatta in Ambalangoda Plaintiff.

No. 19,626. Vs.

(1) Kariyawasanganapinuwalagamage Nonahamy *alias* Jebo de Silva, wife of (2) Ginige Amaris de Silva, both of Patabendimulla in Ambalangoda. . . . Defendants.

UNDER decree entered in the above case and by virtue of a commission issued to me from the District Court of Galle, I shall sell by public auction on December 15, 1922, at 2 P.M., at the spot, the following property declared specially bound and executable for the recovery of the amount therein stated (minus Rs. 249.38), together with further legal interest and costs of suit, to wit—

All that lot V-8665, together with the white washed tiled house of 23 feet in length along the road and 41 feet in breadth, including the bakery standing thereon, situated at Elpitiya in Bentota-Walallawiti korale of Galle District, Southern Province; and bounded on the north by land appearing in plan No. 114,243, east by the strip of land along the Elpitiya road; south by land appearing in plan No. 114,240, and on the west by land appearing in plan No. 114,307; and containing in extent 3 1/2 100 perches.

Further particulars from David de Silva, Esq., Proctor, Supreme Court, and Notary Public, "Malini," Ambalangoda, or from me:

P. W. GEORGE DE SILVA, Licensed Auctioneer and Commissioner, Ambalangoda, November 20, 1922.

Sale of Mortgaged Property by Public Auction.

UNDER decree entered and by virtue of a commission issued to me in case No. 17,009 of the District Court of Jaffna, I shall sell the following property on Saturday, December 16, 1922, commencing at 10 A.M., at the spot—

(a) All that piece of land, situated at Vannarponnai *alias* called Chavankoddai, in extent 6 lachams varu culture and 97 kulies, with houses, palmyra trees, miscellaneous plants, share of well and share of reservation (Thooval) ground, together with right of way and water-course for the purpose of passing to and fro and leading and drawing water from the said well; and bounded on the east by the under-mentioned property described under item "C" and the property of Ponnamma, wife of Arulampalam, north by the property of Achchikkuddy, widow of Thampippillai and bye-lane, west by the property belonging to Mariammal temple and the property of Kavuriammal, daughter of Mailvaganam and her sister, and on the south by lane.

(b) An undivided 1/2 share of all that piece of land, situated at Vannarponnai East, called Chavankoddai, in extent 2 1/2 kulies; and bounded on the east, north, and west by the properties belonging to Mariammal temple, and on the south by the property of Kavuriammal, daughter of Mailvaganam and her sister.

(c) An undivided 1/2 share of all that piece of land, situated at Vannarponnai East, called Chavankoddai, in extent 1 3/16 lachams varagu culture, with palmyra trees; and bounded on the east by the property of Velaudar Kandiah, north and west by the afore-mentioned property described under item "A," and on the south by lane.

Jaffna, November 18, 1922. R. KANTAIYAH, Commissioner.

Auction Sale.

In the District Court of Kurunegala.

Don Marthelis Jayawardena Appuhamy of Panangature Plaintiff.

No. 8,869. Vs.

Koralagamage Maria Jane Perera *alias* Rosin of Dandagomawa, presently of Wilagedera in Pitigal korale, the administratrix of the estate of the late Jayakumar Aratchige Don Jayagiriya Appuhamy of Panangatura Defendant.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by

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public auction the following property herein below, declared bound and executable under the said decree, on Saturday, December 16, 1922, commencing at 2 P.M., on the third land herein below:—

1. All that remaining portion, with the thatched house standing thereon, of the land called Bogahawatta, of 5 acres and 1 rood in extent, after excluding an undivided portion in extent of 2 acres.

2. A portion of the field called Agarekumbura, of about 12 kurunies paddy sowing extent.

3. An undivided $\frac{1}{2}$ share of Kahatagahawatta, of 3 acres and 6 perches in extent, all situate at Wilagedera aforesaid. Further particulars from me:

T. B. AMUNUGAMA,
Kurunegala, November 16, 1922. Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

L. Udalagama of Negama Plaintiff.
No. 8,832.

(1) Ekanayaka Wijesundara Mudiyanseleage Ram Banda Boyagoda, the administrator of the estate of the late Dinga Banda Boyagoda, (2) Ekanayaka Wijesundara Mudiyanseleage Henry William Boyagoda, (3) ditto Tikiri Banda of Boyagoda Defendants.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below, declared bound and executable under the said decree, on Saturday, December 23, 1922, commencing at 2 P.M., at the Weuda school:—

1. Kandewatta *alias* Kajugahumulawatta, of 2 pelas paddy sowing in extent, with everything thereon.

2. Hitnagederawatta of 1 pela paddy sowing extent, with all the houses and plantations thereon.

3. The land called Ambalanpitiyehena, now watta, exclusive of the northern $\frac{1}{2}$ share of the said land, which said land is 1 amunam paddy sowing in extent, the remaining portion of the said land 3 pelas and 3 $\frac{1}{2}$ lahas paddy sowing extent, with the plantations and everything thereon, all situate at Boyagoda in Weuda korale.

4. The northern exact half share, 6 lahas paddy sowing in extent out of Nagahamulahena, 12 lahas paddy sowing extent, with all the plantations thereon, situate at Ketawala in Gannawaye korale.

5. The eastern and northern 1 amunam and 5 lahas paddy sowing extent out of Egodapitiyeyawelagékumbura of 2 amunams paddy sowing extent, situate at Pallegama in Weuda korale.

6. The field called Hewanpolagékumbura of 2 roods and 18 perches in extent, situate at Boyagoda aforesaid.

7. Kalanchipura-angaihalakumbura of 12 lahas paddy sowing extent and everything thereon.

8. The $\frac{1}{2}$ share out of Polgollékumbura, in extent 1 amunam paddy sowing, and its adjoining western pillewa 1 seer kurakkan sowing, and Polgollékumbura of 2 pelas paddy sowing, and the $\frac{1}{2}$ share of Polgollékumbura, 1 amunam paddy sowing in extent, all these contiguous fields, 1 amunam paddy sowing in extent and the pillewa of 1 seer kurakkan, together with everything thereon.

9. Etambegodawatta of 2 $\frac{1}{2}$ nelies kurakkan sowing in extent, exclusive of the northern $\frac{1}{2}$ share, the remaining portion of the land 2 nelies kurakkan sowing in extent, together with everything thereon.

10. Palkumbura of 2 pelas paddy sowing in extent.

11. Demaladeniyekumbura of 12 lahas paddy sowing in extent and the adjoining pillewa to the west, 4 lahas paddy sowing in extent, together with everything thereon.

12. Demaladeniyekotuwa *alias* Polwatta of 1 pela paddy sowing in extent, together with everything thereon.

13. Pelapolwatta, 2 pelas paddy sowing in extent, exclusive of the eastern $\frac{1}{2}$ share, the remaining 16 $\frac{1}{2}$ lahas paddy sowing in extent out of the said land, with the houses and everything thereon.

14. Walauwewatta of 4 seers kurakkan sowing in extent, together with the houses, buildings, and everything thereon.

15. The undivided $\frac{1}{2}$ share out of Horagollamada, in extent 8 acres.

16. Kalanchipurangepillewa of 1 rood and 18 perches in extent, together with everything thereon, all situate at Boyagoda aforesaid.

17. The land called Nikangepillewa, in extent 3 roods and 15 perches, together with everything thereon, situate at Siyambalangomuwa in Weuda korale.

Further particulars from me:

T. B. AMUNUGAMA,
Kurunegala, November 21, 1922. Auctioneer.

Auction Sale.

In the District Court of Chilaw.

Testamentary In the Matter of the Intestate Estate and Jurisdiction Effects of Naguda Marikar Mira Saik 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 Anavulundan pattu of the Pitigal 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 Pattividamavayeldidel, situate at Pudukkudirippu in the aforesaid pattu, korale, and district; containing in extent about 2 $\frac{1}{2}$ acres.

3. All that $\frac{1}{2}$ of $\frac{1}{2}$ share of the land called Vidanavitaditottam, situate at Pudukkudirippu aforesaid; containing in extent about 5 acres.

4. All that $\frac{3}{10}$ shares of the field called Kulaiyadekotuwa, 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 Madalodaitottam, situate at Pudukkudirippu aforesaid; containing in extent about 5 acres.

8. All that $\frac{1}{2}$ share of the land called Assen Mira Lebbettottam, situate at Pudukkudirippu aforesaid; containing in extent about 4 acres.

9. All that $\frac{1}{2}$ share of the field called Podiualkotuwa, 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 Kamaleuvayal, situate at Pudukkudirippu aforesaid; containing in extent about 5 parrahs of paddy sowing soil.

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

Application for Enrolment as a Notary Public.

I, CHARLES ERNEST DIAS DISSANAYAKE, Nikape, in the District of Colombo, do hereby give notice, in terms of rule (2) of Schedule I. B of the Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General to be admitted and enrolled as a Notary Public to practice in the English language in the District of Colombo.

Nikape, Dehiwala,
November 15, 1922. C. E. DISSANAYAKE.

Cancellation of Power of Attorney.

NOTICE is hereby given that the power of attorney bearing No. 14,107, dated July 9, 1913, attested by J. B. Jayaratna, Notary Public, granted by me, the undersigned Desasthra Kalutara Dediya-wala Somaloka Sthavira of Maligatenna Vihare, Pasayala, to Kehelawansa Parananda Unnanse has been cancelled as from November 5, 1922.

November 18, 1922.

SOMALOKA.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned packages lying at the Indian Goods Shed, Maradana, beyond the time allowed by law, notice is hereby given that unless the same be previously cleared they will be sold by public auction on Tuesday, December 19, 1922. Goods must be cleared on or before Friday, December 22, 1922 :—

Date.	Waybill No.	Vessel.	Station.	Mark.	Description.
July 21, 1922	2/84	—	Cannanore	N. M. P.	1 package cloth
Sept. 11, 1922	—	ex ss. Elgin	—	—	1 bundle dry fish

H. M. Customs,
Colombo, November 13, 1922.

E. A. VANDER STRAATEN,
for Principal Collector.

Sale of Goods.

THE under-mentioned packages lying at Baggage Office beyond the time allowed by law, notice is hereby given that unless the same be previously cleared they will be sold by public auction on January 9, 1923, at 1 p.m. Goods must be cleared on or before January 12, 1923 :—

Date. 1922.	S. R. Nos.	Names.	Vessel.	Number and Description of Packages.
March 17	1,462	Torrington	ss. Harkona Maru	1 pistol
March 29	1,676	D. Manfield	ss. Nore	1 revolver
April 29	2,157	G. Lynde	Talaimannar train	1 parcel cartridges
June 22	3,025	Do.	do.	1 pistol
May 18	2,428	Mrs. E. A. Newman	do.	1 revolver
June 19	2,977	Vankata Subha Rao	ss. Orsova	1 case
July 20	3,252	Mr. C. Wallis	Talaimannar train	1 revolver and parcel cartridges
August 2	3,386	Miss P. F. Tradewell	ss. Naldera	1 chair
August 23	3,681	Resson	Talaimannar train	1 revolver

H. M. Customs,
Colombo, November 17, 1922.

A. N. STRONG,
for Principal Collector.

Notice of Wreck.

NOTICE is hereby given under section 18 of Ordinance No. 5 of 1861 that the Harbour Engineer, Colombo, has taken possession of an anchor which was recovered from the south-west entrance to the harbour. The anchor is said to weigh about 4 to 5 tons.

Any person interested in this anchor should communicate forthwith with the Principal Collector of Customs, Colombo.

The anchor will be sold under the provisions of section 33 of Ordinance No. 6 of 1865 at the expiration of 12 calendar months from this notice, unless good cause be shown to the contrary before that date.

F. BOWES,
Principal Collector and

Shipping Office, H. M. Customs, Superintendent of Wrecks.
Colombo, November 14, 1922.

Statement showing the Importation of Rice into the Ports of Ceylon during the Week ended November 18, 1922.

Ceylon.	Port of Origin.	Number of Bags.
Colombo	Bombay	130
Do.	Calcutta	6,239
Do.	Rangoon	48,081
Do.	Singapore	2,174
Do.	Tuticorin	440
Do.	Dhanushkodi	250
Galle	Calcutta	4,517
Do.	Coconada	12,527
Kayts	Negapatam	671

(3,545 bags of rice were shipped during the week.)

H. M. Customs, A. N. STRONG,
Colombo, November 21, 1922. for Principal Collector.

Closing of Railway Footpaths and Footbridges for the Public.

NOTICE is hereby given that the under-mentioned railway footpaths and footbridges will be closed to the public from 6 A.M. on December 4, 1922, to 6 A.M. on December 5, 1922 :—

Colombo.

- (a) Floor's lane footbridge and the road on the north of the railway therefrom as far as School lane.
(b) All railway roads at Mount Mary.

Main Line.

- (c) Footpath over Kelani-ganga bridge.
(d) The road on the north side of the railway from Maligawatta road to Baseline road.
(e) Road from level crossing to Commercial Company's Mills between sidings at Hanupitiya.
(f) Footbridge over the railway at Henaratgoda Station.
(g) Footbridge over the railway at Kaduannawa Station.
(h) Footbridge at the south end of Nawalapitiya Station.
(i) Footbridge at the south end of Hatton Station.
(j) The two short cuts to Talawakele Station from near the Police Station and near the Engineering Works road.

Coast Line.

- (k) Footpath over Panadure bridge.
(l) Footpath from Sea road, Panadure, to Panadure Railway Station.
(m) Footpath at south end of Balapitiya Station.

Northern Line.

- (n) All railway roads at Anuradhapura.
(o) Footpath from Jaffna Station to Point Pedro road.

General Manager's Office,
Colombo, November 21, 1922.

G. P. GREENE,
General Manager.

Checking Station at Kuruganmodera in the Sabaragamuwa Division.

IN terms of regulation No. 11 made under section 24 of the Forest Ordinance, No. 16 of 1907, published in *Government Gazette*, under date April 23, 1918, I do hereby give notice that a Checking Station for forest produce in transit has been established at the following place in the Ratnapura District of the Province of Sabaragamuwa, as from October 1, 1922 :—

Kuruganmodera in Matuwagala village between the 10th and 11th mileposts, Ratnapura-Panadure road.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, November 15, 1922.

Grant-in-Aid Training Schools and Vernacular Teachers' Certificate Examination, 1922.

THE following candidates have passed the examination held on August 15, 1922, and the following days. Those whose names do not appear on the list have failed to pass:—

ADMISSION.			Index			Index		
<i>Maggona—Boys.</i>			No.	Name.	Name of Manager or School.	<i>Negombo—Girls.</i>		
No.	Name of Candidate.	Name of Manager or School.	No.	Name.	Name of Manager or School.	No.	Name.	Name of Manager or School.
2.	Perera, K. L. (<i>alias Bro. Michael</i>)	Rev. Fr. J. Jamoays	129.	Chelliah, S.	Rev. A. Lockwood	242.	Fernando, C.	do.
3.	Perera, K. C.	do.	130.	Selvadurai, K.	do.	243.	Fernando, M.	Rev. Fr. J. Jamoays
<i>Peradeniya—Boys.</i>			131.	Vinasithamby, S.	do.	245.	Gunasekera, D. E.	do.
5.	Rajakapasa, S. A.	Rev. J. P. S. R. Gibson	133.	Visuvalingam, S.	do.	246.	Perera, P.	do.
6.	Weerasuriya, K. J. L.	do.	135.	Velupillai, A.	do.	247.	Victoria	do.
7.	Alfred, A. W.	do.	136.	Thambiappah, K.	do.	248.	Winifrida, M.	do.
8.	Edwin, P.	do.	137.	Karthigesu, E.	do.	250.	Perera, M.	do.
9.	Perera, J.	do.	138.	Nadarajah, V.	do.	252.	Alwis, D. E.	do.
10.	De Silva, K. W. C.	do.	145.	Elyathamby, S.	do.	<i>Peradeniya—Girls.</i>		
<i>Museus—Girls.</i>			<i>Tellippalai—Boys.</i>			253.	Ramanayaka, M.	Rev. J. P. S. R. Gibson
11.	Amarasekera, D. L.	Peter de Abrew, Esq.	150.	Vaitalingam, A.	Rev. W. E. Hitchcock	257.	Fernando, T. R.	do.
12.	Amarasinghe, D. N.	do.	151.	Joseph, D.	do.	258.	Missie, A. K.	do.
13.	Attygala, A.	do.	152.	Naganathay, K.	do.	<i>Walana—Girls.</i>		
14.	Dissanayaka, E. de A.	do.	153.	Sinnathamby, V.	do.	259.	Elisahamy, B. D.	General Manager, Buddhist Schools
15.	Fernando, T. E. J.	do.	154.	Chelliah, K.	do.	<i>Wennappuwa—Girls.</i>		
16.	Gnanawatie, Y. A.	do.	<i>Tajfna Convent—Girls.</i>			260.	Kasturi Arachchi, P. S.	do.
17.	Hadinnapota, G. A.	do.	155A.	Martyn, G.	Rev. C. Beaud	261.	Peiris, M. M.	do.
18.	Jayatilleka, E.	do.	156.	Saverimuttu, R.	do.	262.	Peiris, M. R.	do.
19.	Jayawardana, H. N.	do.	159.	Mariampillai, M. J.	do.	<i>Arasadi—Boys.</i>		
21.	Kalyanaratna, E. G. D. A.	do.	<i>Nellur—Girls.</i>			279.	Tharmalingam, S.	Rev. J. A. Barker
22.	Kuruppu, D. R.	do.	160.	Mathuramanie, J.	Miss E. Whitney	280.	Velmurug, S.	do.
23.	Mayadunna, D. C.	do.	161.	Kanmuni, A.	do.	283.	Arumugam, K.	do.
24.	Perera, N. B.	do.	<i>Vembadi—Girls.</i>			<i>Colombogam—Boys.</i>		
26.	Perera, I. S.	do.	163.	Williams, E. S.	Rev. A. Lockwood	288.	Thiruchelvar, P.	Rev. C. Beaud
27.	Perera, W. E.	do.	164.	Arunasalam, M. A.	do.	289.	Swampillai, D.	do.
28.	Peiris, T. C. A.	do.	<i>Udawal—Girls.</i>			290.	Joseph, M.	do.
29.	Ranmanikhamy, R. K.	do.	165.	Ampalavanar, N.	Miss L. G. Book-walter	291.	Elias, P.	do.
30.	Regina, M. A. D.	do.	166.	Sithamparapilly, M.	do.	<i>Kopay—Boys.</i>		
31.	Samawatie, L. A.	do.	167.	Velupilly, K.	do.	293.	Alvapillai, M.	Rev. A. Lockwood
32.	Somawatie, T. D.	do.	168.	Maruthappu, G.	do.	294.	Alvapillai, S.	do.
33.	Sumanawatie, B.	do.	169.	Vythilingam, P.	do.	295.	Arumugam, V.	do.
35.	Veronona, M. D.	do.	170.	Ulagunathar, S.	do.	299.	Candar, K.	do.
36.	Wickramasingha, H.	do.	171.	Murugupilly, R.	do.	310.	Ramasamy, S.	do.
37.	Wickramasingha, L. D. M.	do.	172.	Elagupilly, C.	do.	316.	Thillainayakam, M.	do.
38.	Wijesingha, S.	do.	FIRST YEAR.			318.	Vallipuram, K.	do.
39.	Wimalawatie, K.	do.	<i>Nittambuwa—Boys.</i>			319.	Valupillai, P.	do.
40.	Wimalawatie, S. D.	do.	175.	Perera, V. C.	General Manager, Buddhist Schools	322.	Vythiyalingam, S.	do.
<i>Negombo—Girls.</i>			<i>Maggona—Boys.</i>			<i>Kodaiamunai—Boys.</i>		
44.	Perera, C. T.	Rev. Fr. J. Jamoays	176.	Jayamanna, P. P.	do.	323.	Augustin, K. R.	Rev. F. Bonnel
49.	Perera, E.	do.	177.	De Silva, G. C.	do.	<i>Vembadi—Girls.</i>		
50.	Perera, K. J.	do.	178.	Jayasekera, A. D.	do.	327.	Sinnakkuddy, G. S.	Rev. A. Lockwood
51.	Perera, P. J.	do.	179.	Jacolis Appu	do.	328.	Thambiah, A. P.	do.
52.	Marghida, Dona	do.	180.	Babbustino	do.	<i>Udawal—Girls.</i>		
53.	Telis, P.	do.	181.	Alwis, M. E.	do.	330.	Wadsworth, S.	Miss L. G. Book-walter
<i>Peradeniya—Girls.</i>			182.	James, D.	do.	331.	Chinnattamby, H.	do.
55.	Jayatunga, A.	Rev. J. P. S. R. Gibson	183.	Perera, E. W.	do.	334.	Sittamparapillai, R.	do.
56.	Hettiarachchy, J.	do.	184.	Seemon Sinno, K.	do.	SECOND YEAR.		
57.	Kumarasingha, E.	do.	185.	Karunanyaka, D. H.	do.	<i>Nittambuwa—Boys.</i>		
58.	Gonselkorala, C. M.	do.	186.	Weerasuriya, P. B.	do.	337.	Hendrick, N. D.	General Manager, Buddhist Schools
59.	Perera, J. R.	do.	187.	Karthelis Sinno, R. D.	do.	338.	Dissanayaka, C. A.	do.
60.	Martha, H. A. D.	do.	188.	Charles, E. D.	do.	339.	Rapiel Appu	do.
62.	Silva, M. A.	do.	189.	Wijesuriya, D. N.	do.	340.	Luwis Appu	do.
63.	Gunawardana, D. L.	do.	190.	Edirisingha, J.	do.	341.	Bastian Sinno	do.
64.	Gamalatte, M. A.	do.	191.	Chaneris Sinno, W. D.	do.	342.	Karunanyaka, A. D. S.	do.
<i>Walana—Girls.</i>			192.	Adikari, P. S.	do.	343.	Wijesekera, G. D. E.	do.
67.	Ambuldeniya, D. E.	General Manager, Buddhist Schools	193.	Abraham, D. D.	do.	344.	Hendrick, B. D.	do.
68.	Atalatmudali, D. C.	do.	195.	Amaradasa, A. M.	do.	345.	Liyaris Sinno	do.
69.	Costa, Y. C.	do.	196.	Amaradasa, A. M.	do.	346.	Gunatunga, N. G. D.	do.
71.	Heliyantuduwa, D. G. L.	do.	197.	Jayasena, N. K.	do.	347.	Nettaslingha, D. D.	do.
74.	Mittaratna, C.	do.	<i>Maggona—Boys.</i>			349.	Jayasingha, H. A.	do.
76.	Peiris, K. M.	do.	199.	Perera, B. S.	Rev. Fr. J. Jamoays	350.	Perera, M. A.	do.
77.	Piyasille, N. E.	do.	200.	Mendis, W. W.	do.	<i>Maggona—Boys.</i>		
78.	Perera, B. M. S.	do.	201.	Fernando, W. P.	do.	351.	Mathias, M. D.	Rev. Fr. J. Jamoays
79.	Ruberu, T. S.	do.	202.	Perera, S.	do.	352.	Jayatunga, D. N.	do.
80.	Senanayaka, W. G. H.	do.	203.	David Appu	do.	353.	Lowe, A.	do.
82.	Silva, K. B. C.	do.	204.	Fernando, A. J.	do.	354.	Fernando, W. S.	do.
83.	Tillekeratna, P. W.	do.	205.	Saveriel, D.	do.	355.	Pedric Appu	do.
84.	Wimalawatie, B.	do.	206.	Alwis, S. J.	do.	356.	Perera, S.	do.
85.	Peiris, J.	do.	207.	Fernando, S. S.	do.	357.	Fernando, M.	do.
87.	Samarakoon, N.	do.	208.	Silva, K. P. D.	do.	358.	Fernando, N. F.	do.
89.	Jayakodi, K.	do.	209.	Peiris, M. P.	do.	359.	Fernando, W. H.	do.
90.	Weerasuriya, D. A.	do.	<i>Peradeniya—Boys.</i>			360.	Fernando, P. R.	do.
94.	Gunatilleka, K. D. N.	do.	210.	David, P. S.	Rev. J. P. S. R. Gibson	361.	Mendis, G. M.	do.
<i>Wennappuwa—Girls.</i>			211.	Gamalatte, J. B.	do.	362.	Perera, A.	do.
95.	Fernando, E.	Rev. Fr. J. Jamoays	212.	Liyanaige, G. M.	do.	363.	Stephen, W. D.	do.
96.	Fernando, O. J.	do.	213.	Perera, U. A.	do.	364.	Silva, F.	do.
98.	De Silva, M. L.	do.	214.	Perera, M. R.	do.	365.	Fernando, A.	do.
104.	Perera, K. P.	do.	215.	De Silva, A. P.	do.	366.	Perera, G.	do.
107.	Perera, U. M.	do.	216.	Welikala, D. A.	do.	367.	Fernando, E.	do.
<i>Arasadi—Boys.</i>			217.	Weerakkody, D. K.	do.	368.	Francis, S.	do.
108.	Savundarasah, K. E.	Rev. J. A. Barker	218.	Perera, K. J.	do.	<i>Peradeniya—Boys.</i>		
109.	Karavalthamby, C. V.	do.	219.	Perera, K. W.	do.	369.	Abeykoon, K. B. J.	Rev. J. P. S. R. Gibson
110.	Kanapathipillai, S. E.	do.	220.	Ekanayaka, J. A.	do.	370.	Dissanayaka, K. B. P.	do.
111.	Sellanainar, K. S.	do.	<i>Museus—Girls.</i>			371.	Daniel, S. D.	do.
113.	Nagamani, K. I.	do.	221.	Aryawatie, M. A. D. L.	Peter de Abrew, Esq.	372.	Fernando, K. S.	do.
114.	Paramrumpasingam, V.	do.	222.	Elizabeth, J. D.	do.	374.	Gamalatte, D. J.	do.
<i>Colombogam—Boys.</i>			223.	Ganona, B. M.	do.	375.	Pilamatalauwa, T. B. E.	do.
116.	Ignatius, N.	Rev. C. Beaud	224.	Jayasekera, P. M.	do.	376.	Silva, G. M.	do.
117.	Saminather, S.	do.	226.	Jayasingha, D. J. N.	do.	377.	Wijesundara, K. B. D.	do.
118.	Savirimuttu, S.	do.	228.	Jayawardana, D. S.	do.	378.	Weragoda, E. C.	do.
119.	Arupragasam, S.	do.	229.	Karunawatie, M. B.	do.	379.	Edwin, K. D. J.	do.
120.	Pathinather, S.	do.	230.	Kulatunga, D. D. W.	do.	ADMISSION.		
121.	Swampillai, A.	do.	232.	Panaweera, D. S.	do.	<i>Maggona—Boys.</i>		
<i>Kopay—Boys.</i>			234.	Seelawatie, K. A.	do.	122.	Saravanamuttu, V.	Rev. A. Lockwood
122.	Saravanamuttu, V.	Rev. A. Lockwood	235.	De Silva, D. S.	do.	123.	Sinnathamby, V.	do.
123.	Sinnathamby, V.	do.	236.	Tennakoon, N. P.	do.	124.	Kandiah, S. N.	do.
124.	Kandiah, S. N.	do.	237.	Wickramaratna, C. P.	do.	125.	Sinnathamby, M.	do.
125.	Sinnathamby, M.	do.	238.	Wickramaratna, D. A. H.	do.	126.	Chelliah, E.	do.
126.	Chelliah, E.	do.	239.	Wijesingha, D. A. S.	do.	127.	Kumaraswamy, J.	do.
127.	Kumaraswamy, J.	do.	240.	Wijetunga, D. A.	do.			
			241.	Wimalawatie, L. P.	do.			

Muscovis—Girls.		
Index No.	Name.	Name of Manager or School.
380.	Ambalanmulla, P. H.	Peter deAbrew, Esq.
381.	Emallyana, A.	do.
382.	Francis, M. S.	do.
384.	Katungampola, D. B.	do.
385.	Nimalawattie, H. D. A.	do.
386.	Rosaline Nona	do.
387.	Ranasingha, D. B. S.	do.
389.	Perera, S. E. D.	do.
390.	Perera, T. J.	do.
391.	Perera, H. J.	do.
392.	Perera, W. J.	do.
393.	Wickrama Arachchi, D. S.	do.
374.	De Zoysa, G. L.	do.

Negombo—Girls.		
Index No.	Name.	Name of Manager or School.
395.	Fernando, M.	Rev. Fr. J. Jamoays
397.	Perera, M.	do.
398.	Karunanyake, E.	do.
399.	Perera, E.	do.
400.	Peris, M. C.	do.
401.	Elizabeth, M. D.	do.
402.	Perera, M.	do.
403.	Tissera, R.	do.

Peradeniya—Girls.		
Index No.	Name.	Name of Manager or School.
404.	Fonseka, C.	Rev. J. P. S. R. Gibson
405.	Wijeweera, B.	do.
406.	Fernando, D. E. M.	do.
407.	Perera, M.	do.
408.	Bandaranayaka, D. L.	do.
409.	Sancina, P. G.	do.
411.	Wickramasingha, A.	do.
412.	Wijesingha, S. G.	do.
413.	Fernando, M.	do.
414.	Samarajewa, B.	do.

Walana—Girls.		
Index No.	Name.	Name of Manager or School.
416.	Emfnahamy, N. D.	General Manager, Buddhist Schools
417.	Joslin, D.	do.
419.	Sialihu, D.	do.

Wennappuwa—Girls.		
Index No.	Name.	Name of Manager or School.
422.	Mirando, V.	Rev. Fr. J. Jamoays
423.	Fernando, J.	do.
424.	Perera, T.	do.
425.	Beatrice	do.
426.	Marthinahamy, D.	do.
427.	Perera, W. V.	do.
428.	Rosa Marthamy, K. D.	do.

Arasadi—Boys.		
Index No.	Name.	Name of Manager or School.
429.	Kanakasabal, S. P.	Rev. J. A. Barker
431.	Thampillal, G. K.	do.
432.	Packiam, S. S.	do.
434.	Rasaratnam, K. S.	do.
435.	Kanagarednam, S. M.	do.
436.	Thampillal, J. K.	do.

Koddiyamunai—Boys.		
Index No.	Name.	Name of Manager or School.
438.	Saverimuttu, E. V.	Rev. F. Bonnel
439.	Anthony, S. T.	do.
440.	Gnanapiragasam, K. M.	do.

Colombo—Boys.		
Index No.	Name.	Name of Manager or School.
441.	Joseph, V.	Rev. C. Beaud
442.	Vasirnal, J.	do.
443.	Britto, S.	do.
444.	Jeremiah, S.	do.
448.	Reyappa, B.	do.

Kopay—Boys.		
Index No.	Name.	Name of Manager or School.
452.	Candiah, N.	Rev. A. Lockwood
453.	Chelliah, M.	do.
459.	Chittampalam, K.	do.
462.	Eliyathambay, T.	do.
464.	Kanapathipillai, K.	do.
465.	Kandavansam, S.	do.
466.	Murugapillai, S.	do.
468.	Muttulingam, V.	do.
470.	Nallathamby, A.	do.
471.	Parasamy, A.	do.
472.	Parampalam, K.	do.
473.	Rasiah, P.	do.
474.	Ramupillai, K.	do.
475.	Suppiramaniam, S.	do.
476.	Sathapathy, N.	do.

Nallur—Girls.		
Index No.	Name.	Name of Manager or School.
482.	Gnanaparanam, M.	Miss E. Whitney

Uduvil—Girls.		
Index No.	Name.	Name of Manager or School.
485.	Sabapathy, P.	Miss L. G. Book-walter
487.	Kandappa, R.	do.

SECOND CLASS.

Sinhalese—Males.		
Index No.	Name.	Name of Manager or School.
488.	Abeyasingha E. D. W.	N/Nildandahinna
491.	Banda, P. M. K.	Bd/Wangyakkumbura
492.	Dissanayaka, P. B.	BD/Madawela
494.	Jayasekera, A. A.	K/Pallebowala
507.	Abraham, A. K. D.	Mr/Mirissa, Anglo Vernacular
510.	Bodhinayaka, D. B.	G/Hungantota
512.	De Silva, D. A.	do.
517.	Goonetilleka, A. de A.	Mr/Morawaka
521.	John, D.	B. D. Silva
522.	Kanangara, A.	KI/Halwala
523.	Kanaris, D. M.	G/Galwheera
526.	Pedrick Sino, U. O.	G/Bentota
527.	Pileksinno, M.	KI/Walalawita
530.	Sarnells, K. A.	KI/Kevittiyagala
531.	Seneviratne, M. L. D. S.	G/Bantotuwila
534.	Subasingha, D. D.	Mr/Malduwa
535.	Thabrew, W. H. D.	G/Welitara
539.	William, P. D.	KI/Malwanbedda
541.	Amaradikwara, D. J.	W. T. Amarasureya

Index No.	Name.	Name of Manager or School.
543.	Ariyaratna, M. A. A.	General Manager, Buddhist Schools
544.	David, D. D.	G/Mabotuwana
551.	Dinamulla, G.	T. Amarasureya
552.	Edmund, D.	General Manager, Buddhist Schools
553.	Egdage, D. J.	Mr/Narawelpita
554.	Ferdinando, D. P.	H/Palatuduwa
556.	Halloluwa, J. S.	G. C. Dias
558.	Jarnelis, K. A. G.	A. G. Jayasundara
565.	Munasingha, D. A.	G/Horadugoda
578.	Silva, M. L.	G/Weragoda
579.	Sumanasekera, C. D.	T. Amarasureya
581.	Thepanis, P. M.	G/Amugoda
583.	Wickramasingha, A.	A. G. Jayasundara
585.	William, G. K.	G/Weragoda
586.	William, N. W.	T. Amarasureya
589.	Simon Appu, G. G.	General Manager, Buddhist Schools
590.	Abayaratna, M. R. A.	C/Kirindiwela
591.	Abeyasingha, R.	C/Amunugoda
592.	Alosingha	do.
594.	Baron, L. A. D.	Municipal School, Kandy

595.	Brampy, P. M. D.	KI/Latpandura
602.	Davith, D. D.	C/Kosinna
605.	Dharmawardana, D. R.	G/Hikkaduwa
606.	Dias, A.	Rev. T. Jayasureya
608.	Dunuchchi, P.	C/Heenatiyana
609.	Edirisuriya, D. A.	C/Butpitiya
610.	Emis, H.	C/Bo'nriya
611.	Fernando, D. H.	C/Yagodamulla
616.	Gunasekera, A.	General Manager, Buddhist Schools
619.	Gunawardana, D. S.	C/Udatuttripitiya
623.	Hendrick, L. D.	C/Kingama
624.	Hempala, A.	C/Alutgama
625.	Hendrick, S. A. D.	C/Minuwangoda, Anglo-Vernacular

628.	James, D. D.	C/Bentitiya
627.	Jayatilleka, M. P.	C/Ambatata
629.	Jayawardana, G. R.	M. T. P.
630.	Jayawardana, M. D. M.	General Manager, Buddhist Schools
638.	Nanayakkara, K. D. S.	C/Pattiwila
647.	Perera, J. P.	Ng/Andiambalama
652.	Peter, M. D.	Mr/Mirissa, Anglo-Vernacular

654.	Podisino, J. A. D.	Ng/Aluthepola
658.	Rajapaksa, D. A.	C/Henegama
661.	Ramanayaka, D. T.	C/Udupila
666.	Ranasingha, D. W.	D. P. Sammandaperuma
668.	Ranatunga, C. P.	General Manager, Buddhist Schools

670.	Robert, C. D.	K/Kitulgala
672.	Rupasingha, D. P.	K/Alubomulla
673.	Rupasingha, V. P.	C/Imbulgoda
674.	Samarakoon, D. Y.	C/Kirindiwela
675.	Samaratunga, K. S.	do.
684.	Sirisena, K. P.	C/Wigoda
687.	Suwaris, I.	C/Kirindiwela
690.	Umanis, W. D.	C/Amunugoda
692.	Wanasingha, W. S.	C/Henegama
694.	Weerasingha, W. P.	General Manager, Buddhist Schools
695.	Wettasingha, D. R.	C/Bandarawatta
697.	Wickramasingha, D. L.	C/Kirindiwela
700.	Wijayasingha, D. J.	Ng/Dewalapola
703.	Wijayawardana, W. P.	C/Werahera
713.	Appuhamy, B. M.	Ku/Wadakkada
714.	Appusino, W. A.	K/Teldeniya
715.	Attanayaka, D. B.	K/Meddiwala
716.	Attanayaka, H. B.	K/Idampegama
723.	Banda, D. M. D.	K/Maratugoda
726.	Banda, K. A. P.	K/Gunepana
729.	Banda, L. T.	Mt/Yatawatta
730.	Banda, M. M. P.	Ankumbura
731.	Banda, P. K.	K/Uduwa
735.	Banda, U.	Agricultural School, Peradeniya

739.	Banda, W. M. U.	K/Doragamuwa
740.	Banda, W. T.	K/Rambukpitiya
743.	Charles Appuhamy, D. J.	K/Kadugannawa
746.	Dharmapala, L. D. C.	Ku/Narammala
749.	Dissanayaka, P. B.	Ku/Bandarakoswatta

764.	Herat, A.	Ku/Narammala
765.	Herat, H. B.	Ku/Kuliyapitiya
769.	Imbuldeniya, J. B.	K/Peradeniya
778.	Medewaka, T. B. A.	K/Mediwaka
780.	Menikrala, V. K.	Ku/Ehetuwewa
784.	Mudiyanse, E.	Nilagama
813.	Silva, L. B. J.	Ku/Weuda
817.	Somasatna, H. M.	K/Teldeniya
822.	Sumanadasa, K. B.	Ku/Tambutta
823.	Tennakoon, R. A.	Bd/Haputale
828.	Tilakarata, B. M. P.	K/Wadugodara
829.	Warakagoda, B. B.	K/Idampegama
832.	Appuhamy, Y. P.	R/Opanaka
833.	Aron, T. D.	R/Madampe
846.	Jayawardana, P. A.	do.
846.	Kalubowila, K. P.	R/Hangomuwa
850.	Munipema, D.	R/Wijeriya
856.	Samarasekera, S. R. M. A.	Siriwardanaham
857.	Siriwardana, J. A.	R/Karandana
858.	Somasapala, K. P. L.	R/Emittiyagoda
859.	Weerakoon, P. M.	R/Madampe
860.	Weerasingha, J. B.	R/Kendangamuwa
869.	Abeyasingha, M. G. C.	R/Bellapola
871.	Amarasingha, D. J.	H/Bellapola
872.	Andayam, M. D.	Don Kotkan
875.	Dissanayaka, D. C. K.	Mr/Natunna
876.	David H. D.	G/Kataluwa
878.	Davithamy, H.	Mr/Narandeniya
881.	Gunasekera, D. H.	Mr/Gandara
887.	Jayasuriya, D.	Mr/Narandeniya
890.	Kitineris, T. G.	H/Bowala

Index No.	Name.	Name of Manager or School.
892.	Mutamerenna, H. D.	H/Katuwana
895.	Nanayakkara, F. D.	General Manager, Buddhist Schools
898.	Pandipperuma, D. H.	do.
902.	Perera, H. K. D.	H/Nihiluwa
906.	Ranasingha, M. D. J.	Mr/Natunna
908.	Ratnayaka, D. W. J.	Mr/Diyananda
911.	Samaraweera, C.	E. W. Goonatileka
912.	Samaraweera, D. S.	Mr/Kamburugamuwa
916.	Silva, H. G. S.	Mr/Diyananda
917.	Sirisena, P. M. K. B.	Mr/Motagedara
918.	Sugathadasa, H. B.	General Manager, Buddhist Schools
919.	Suwardaratna, D. D.	H/Bowala
921.	Waganayaka, H. C.	H/Hukmulla
924.	Yapa, D. C. H.	Mr/Puhulwella
926.	Ar arasingha, M. D.	General Manager, Buddhist Schools
932.	Banda, W. M. M.	Ku/Ibbagamuwa
937.	Dassanayaka, M. H. B.	Ku/Gokarella
938.	Banda, M.	General Manager, Buddhist Schools

945.	Jayasingha, D. M.	R/Mullendiyawala
946.	Jayasena, M.	General Manager, Buddhist Schools
947.	Jayawardana, V. B.	Ng/Danowita
949.	Katuratna, D. S.	C/Mallehewa
951.	Kulasekera, N. T.	C/Hukmulla
952.	Kulatilleka, D. M.	C/Kumbaloluwa
961.	Pelimumhandiram, D. E.	Ng/Mirigama
965.	Perera, E. W.	do.
977.	Senanayaka, D. W.	Ng/Divulapitiya
978.	Senarata, D. B.	Ku/Wariyapola
981.	Siriwardana, D. M. C.	C/Dematagoda
985.	Weerasingha, A. M. H.	Ku/Wadakkada
986.	Weerasingha, G. A. S.	C/Pasyala
987.	Weeratilleka, P. M.	Ku/Makandura
994.	Babusino, L. D.	KI/Govinna
995.	Botejue, W. C.	KI/Ruwanwella
996.	Carolis, H. D.	KI/Meewanapalana
997.	Carolis, G. D.	do.
1002.	Davithsino, A.	KI/Govinna
1003.	De Silva, H. M.	C/Padukka
1004.	Edirisingha, D. P.	KI/Weediyagoda
1007.	Guneris, G. D.	Rev. Sangananda
1009.	Gunawardana, I. M. J.	C/Pahugama
1018.	Mananperal, D. R.	R/Gallella
1025.	Perera, M. A.	C/Padukka
1026.	Perera, D.	C/Wewita
1029.	Perera, A. S.	K. H. Alis
1036.	Rupasingha, D. A.	General Manager, Buddhist Schools

1042.	Weerakoon, D. C.	KI/Meewanapalana
1046.	Abraham, C. A. D.	KI/Meewanapalana
1060.	Arnolis, W.	General Manager, Buddhist Schools
1053.	Charles Sino, U.	KI/Madurawala
1057.	Fernando, H.	General Manager, Buddhist Schools

1062.	Gunawardana, S. P.	C/Wetara
1063.	James, E. D.	KI/Paiyagala
1065.	Jayasundara, D. P. I.	Rev. E. Lamb
1067.	Jayalunga, S. P.	R/Talgahawatta
1071.	Mananperuma, D. A.	KI/Bandaragana
1072.	Manel, D. A.	Rev. Sangananda
1073.	Perera, D. A.	KI/Bandaragana
1084.	Perera, D. C.	D. P. A. Attygala
1085.	Perera, M. A. M.	KI/Panapitiya
1086.	Perera, H. D.	KI/Wadduwa
1091.	Perera, W. D. J.	General Manager, Buddhist Schools
1093.	Perera, W.	General Manager, Buddhist Schools

1096.	Piyadasa, D. N.	KI/Madurawala
1098.	Ranasingha, H.	C/Green street Kotahena
1099.	Ratnasuriya, W. D. G.	Rev. K. Ponnaswamy
1108.	Soysa, A. P.	General Manager, Buddhist Schools
1109.	Subawera, J. D.	C/Wetara
1112.	Vaidiyatilleka, J. A. de S.	do.

1116.	Dissanayaka, A. P.	L. James Perera
1121.	Herat, A. M.	Ch/Walhapitiya
1125.	Marthelis, D.	General Manager, Roman Catholic Schools
1130.	Ratnayaka, U. B.	Ku/Halmillewa
1131.	Siriwardana, P.	Ch/Natandiyana
1366A.	Tissera, H. M.	General Manager, Roman Catholic Schools

SECOND CLASS.

Sinhalese—Females.		
Index No.	Name.	Name of Manager or School.
1134.	Cornelia, D.	Bd/Migahakula
1135.	Engeltina, K. D.	General Manager, Buddhist Schools
1138.	Jayasekera, A. M.	D. S. Rodrigo
1143.	Setiuhama, K. D.	G/Horadugoda
1152.	Ranasingha, A. N.	C/Dematagoda
1167.	Joslin, K. A. D.	Kg/Hakahinna
1170.	Kulatilleka, W. P.	General Manager, Buddhist Schools
1199.	Sopyanona, W. P.	R/Gallella
1206.	Punchihewa, F. L. G.	Rev. S. K. Ponniah
1221.	Fernando, M.	General Manager, Roman Catholic Schools

THIRD CLASS.

Sinhalese—Males.		
Index No.	Name.	Name of Manager or School.
1272.	Allisappu, T. K.	General Manager, Buddhist Schools
1292.	Jayasekera, N. B.	Johnsino Appuhamy
1296.	Kiribanda, J. H. M.	D. P. Wijetunga
1298.	Nadoris, H.	Rev. Y. Gunasara

Index No.	Name.	Name of Manager or School.	Index No.	Name.	Name of Manager or School.	Index No.	Name.	Name of Manager or School.
1299.	Perera, W. A. P.	General Manager, Buddhist Schools	1411.	Somawatie, K. D.	General Manager, Buddhist Schools	1644.	Gladys, M. G.	General Manager, Roman Catholic Schools
1303.	Fernando, B. G.	Jail School, Jaffna	1431.	Missie Nona, K. A.	Rev. G. A. Purser	The following candidates have passed the examination in Needlework, and have now qualified themselves for the Teachers' Certificate of the Third Class:—		
1315.	De Costa, T. R.	K/Kaduganawa Anglo-Vernacular	1434.	Perera, M. E.	Rev. G. A. Purser	<i>Sinhalese—Females.</i>		
1320.	Gunasingha, R. J.	Rev. L. Beernaut	1460.	Wijeratna, N.	General Manager, Buddhist Schools	1490.	Somawatie, Y. P.	General Manager, Buddhist Schools
1326.	Kalidasa, U. B.	R. Ekanayaka	1492.	Sabasingha, D. W.	General Manager, Roman Catholic Schools	1506.	Abeyagoonawardene, S. D.	Jamis Goonawardene
1328.	Perera, M. J. A. L.	K/Talatnoya	1500.	Lilynora, G. H.	General Manager, Roman Catholic Schools	1516.	Hinnihamy, V. A.	Rev. H. Saranatisa
1331.	Smith, P. J.	Rev. S. F. Pearce	1501.	Perera, D. A. S.	A. B. M. Amarasekera	1521.	Nilaweera, M. W.	Jamis Goonawardene
1332.	Wanigasuriya, D. E. A.	Rev. J. B. Radley	1502.	Alicenona, B. P.	General Manager, Buddhist Schools	1526.	Sumanawathie, M. W. B.	Mr/Kotagoda
1337.	Ranaweera, K. D. J.	General Manager, Buddhist Schools	1552.	Magglenona, K. D.	do.	1535.	Jayamma, N.	General Manager, Buddhist Schools
1342.	Ableappu, A. S. M. V.	Rev. S. K. Ponniah	1553.	Mangonona, P.	W. A. P. Dassanayaka	1545.	Perera, L. T.	General Manager, Buddhist Schools
1343.	Francis, M.	Rev. H. Sumanatissa	1555.	Margret, L. D. J.	Rev. D. G. A. Wijesekera	The under-mentioned candidates have passed the examination in School Management for confirmation of their Third Class Teachers' Provisional Certificates:—		
1347.	Gunawickrama, D. B.	Rev. J. B. Radley	1558.	Nandawatie, Y. A.	D. F. Gunasekera	<i>Sinhalese—Males.</i>		
1355.	Ratnayaka, D. J.	Rev. B. S. Ratanajoti	1560.	Perera, A. A.	General Manager, Buddhist Schools	1646.	De Silva, H. L. H.	General Manager, Buddhist Schools
1360.	Senadha, S. A.	General Manager, Buddhist Schools	1568.	Siriwardana, R. D. L.	P. C. F. Goonawardana	1647.	De Silva, W. D. N.	T. Amarasuriya
1364.	Subasingha, A. P.	do.	1596.	Fernando, C. E.	Rev. J. S. P. Edirisingha	1648.	Peiris, K. D. S.	Rev. Sri Chandrasara
1365.	Subasingha, H. S.	D. P. Wijetunga	1603.	Mendis, B. T.	Rev. J. S. P. Edirisingha	1649.	Saunaranayaka, V. W.	Rev. Pannananda
1369.	Chandrasena, V.	C/Sangarama	1627.	Ranmenika, H. M.	Rev. D. Medhankara	1652.	Perera, L. H.	D. P. Wijetunga
1370.	Dissanayaka, J. H. S.	General Manager, Buddhist Schools	SECOND CLASS.			1654.	Jayatilleka, H. B. G.	General Manager, Buddhist Schools
1378.	Perera, H. E. D.	do.	Tamil—Males.			1654.	Ellas, I. D.	General Manager, Roman Catholic Schools
1379.	Rajapaksa, G. D.	do.	NIL.			L. MACRAE, Director of Education.		
1381.	Sethansinno, U. A.	do.	THIRD CLASS.					
1383.	Yohannis, W. D.	K. D. Ariyabhadhara	Tamil—Males.					
1386.	Fernando, K. M.	General Manager, Roman Catholic Schools	NIL.					
1392.	Wilbert, K.	General Manager, Buddhist Schools						
1396.	Fernando, W. A.	General Manager, Roman Catholic Schools						
THIRD CLASS.								
<i>Sinhalese—Females.</i>								
1402.	De Silva, G. S.	S. De Silva						
1408.	Funchhewa, D. B.	D. S. Rodrigo						

Education Office,
Colombo, November 14, 1922.

Registration of a Building for Solemnization of Marriages.

IN pursuance of the provisions of section 12 of the Ordinance No. 19 of 1907, intituled "An Ordinance to consolidate and amend the Laws relating to the Registration of Marriages, other than the Marriages of Kandians or of Muhammadans," I, Maurice Salvador Sreshta, Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein:—

No.	Date of Registration.	Description.	Situation.	Minister, or Proprietor, or Trustees.	Religious Denomination on whose behalf the Building is registered.
372	November 15, 1922	Brick building	Tillicoultry estate, Kotmale, Udapane, Nuwara Eliya District	Rev. D. B. Hyde, O. S. B., Minister	Roman Catholic

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

M. S. SRESHTA,
Registrar-General.

Closure of Area for Application Surveys in the Western Province.

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

2. The Province is divided into—

- Area No. 1, which includes Negombo District.
- Area No. 2, which includes Colombo District.
- Area No. 3, which includes Kalutara District.

3. Area No. 3 will be closed on January 1, 1923, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again re-opened. This, however, will not preclude applicants from submitting to me for registration applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

4. The next areas to be closed for survey will be areas Nos. 1 and 2. Applications for the purchase or lease of Crown land in these two areas should be forwarded to me as early as possible.

5. The date of closure of Nos. 1 and 2 areas will be shortly published, and will represent the date of completion of all work in area No. 3.

Colombo, November 17, 1922. J. G. FRASER,
Government Agent.

Outbreak of Rabies.

NOTICE is hereby given that as an outbreak of rabies has occurred in Ganga Ihala korale in Uda palata

of the Kandy District, and in the vicinity of the said korale, the said korale has been proclaimed from this day under "The Rabies Ordinance, No. 7 of 1893." All owners of dogs are hereby warned that they should keep their dogs under proper control and muzzled for three weeks. Any unmuzzled or uncontrolled dogs found in a public place will be seized and destroyed.

The Kachcheri, Kandy, November 22, 1922. W. L. KINDERSLEY,
Government Agent.

Hoof-and-Mouth Disease.

WHEREAS by proclamation dated October 31, 1922, and published in the *Government Gazette* No. 7,294 of November 3, 1922, the village known as Katukurunda, in Salpiti 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, Colombo, November 18, 1922. R. J. PEREIRA,
for Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the premises No. 395, Welikada, in Colombo Mudaliyar's division of the Western Province: It is hereby declared

that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north and west by the Galtota totupola and east and south by the Weikada fields.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, November 22, 1922. for Government Agent.

Hoof-and-Mouth Disease.

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

The area bounded on the north by Seethawali-ela, east by dawata road, and south and west by Kelani-ganga.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, November 22, 1922. for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 41, situated at Prince of Wales Avenue, Colombo : Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from November 11, 1922.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, November 16, 1922.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 1, situated at Stafford place, Maradana, Colombo : Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from November 13, 1922.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, November 16, 1922.

Rinderpest.

WHEREAS by proclamation dated October 27, 1922, published in the *Government Gazette* No. 7,294 of November 3, 1922, the premises bearing assessment No. 46/48, situated at Messenger street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909 ; and whereas rinderpest no longer exists in the said premises, it is now declared free from Rinderpest and to be no longer an infected area.

This declaration shall take effect from November 15, 1922.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, November 16, 1922.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 17, situated at Colpetty lane, Colombo : Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from November 19, 1922.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, November 22, 1922.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 59, situated at Colpetty, Colombo : Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from November 14, 1922.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, November 22, 1922.

NOTICE UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920.

Matale Urban District Council Elections.

IT is hereby notified that the following candidates have been declared elected as members of the Matale Urban District Council for the years 1923, 1924, and 1925 by a majority of votes:—

Northern Division .. Mr. M. W. Nonis de Silva
Eastern Division .. Mr. Edward de Silva

Western Division .. Mr. C. Ariya-Nayagam
Southern Division .. Mr. F. Van Rooyen

The Kachcheri,
Matale, November 8, 1922.

C. HARRISON-JONES,
Assistant Government Agent.

ABSTRACTS OF SEASON REPORTS.

SEASON REPORT FOR OCTOBER, 1922.

CENTRAL PROVINCE.

KANDY DISTRICT.

Paddy : maha fields weeding and transplanting.
Dry grain : chenas cleared and sown for kurakkan, &c.
Coconut : normal yield.
Other products : tea, prices good ; and rubber, fair.
Cacao crop is poor, though prices are satisfactory.

Prices of foodstuffs : country rice, Rs. 5 to Rs. 7 per bushel ; paddy, Rs. 2.50 to Rs. 3 per bushel ; imported rice, Rs. 7 to Rs. 8.75 per bushel ; coconuts, Rs. 5 to Rs. 10 per 100 nuts ; salt, 14 to 16 cents per measure.

Health of inhabitants : good.

Health of cattle : there were a few cases of hoof-and-mouth disease.

Weather : wet month.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that materials of house, 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
The Municipal Office, Chairman, Municipal Council.
Colombo, November 16, 1922.

SCHEDULE.

Date of Sale : Saturday, December 16, 1922.

Armour street.

Premises No.	Quarter and Year.	Time of Sale.
		A.M.
812A-44	2nd quarter, 1919, to 3rd quarter, 1922	9

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 property itself, 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
The Municipal Office, Chairman, Municipal Council.
Colombo, November 16, 1922.

SCHEDULE.

Date of Sale : Saturday, December 16, 1922.

Timbirigasyaya.

Premises No.	Quarter and Year.	Time of Sale.
		A.M.
648A-25 (2)	2nd quarter, 1922	8

Prices of Foodstuffs, &c., in Colombo, on November 22, 1922.

	Per	Wholesale.	Per	Retail.
		Rs. c.		Rs. c.
Paddy, Country	.. Bushel	.. 2 75	.. Measure	.. —
Paddy, Imported	.. do.	.. 3 0	.. do.	.. —
Rice, Country	.. do.	.. —	.. do.	.. —
Rice, Kara	.. do.	.. 6 0	.. do.	.. 0 19
Rice, Kallunda	.. do.	.. 6 0	.. do.	.. 0 19
Rice, Sulai	.. do.	.. 6 40	.. do.	.. 0 20

	Per	Wholesale.	Per	Retail.
		Rs. c.		Rs. c.
Rice, Muttusamba	.. Bushel	.. 8 25	.. Measure	.. 0 26
Raw Rice (Rangoon)	.. do.	.. 5 50	.. do.	.. —
Raw Rice (Singapore)	.. do.	.. 5 0	.. do.	.. —
Raw Rice (Batavia)	.. do.	.. —	.. do.	.. —
Dhall (Tuvurai)	.. do.	.. —	.. Seer	.. 0 28
Dhall (Mussouri)	.. do.	.. —	.. do.	.. 0 20
Green Peas	.. do.	.. —	.. do.	.. 0 22
Ulundu	.. do.	.. —	.. do.	.. 0 20
Gram	.. do.	.. —	.. do.	.. 0 17
Wheat Flour	.. do.	.. —	.. lb.	.. 0 15
American Flour	.. do.	.. —	.. do.	.. 0 16
Ghee, Cow	.. do.	.. —	.. Seer	.. 5 0
Ghee, Buffalo	.. do.	.. —	.. do.	.. 2 75
Milk	.. do.	.. —	.. Bottle	.. 0 40
Potatoes (Indian)	.. do.	.. —	.. lb.	.. 0 12
Potatoes (Bangalore)	.. do.	.. —	.. do.	.. 0 11
Onions (Bombay)	.. do.	.. —	.. do.	.. 0 7
Onions, Red	.. do.	.. —	.. do.	.. 0 6
Bread	.. do.	.. —	.. 1-lb. loaf	.. 0 18
Tea	.. do.	.. —	.. lb.	.. 1 25
Coffee	.. do.	.. —	.. do.	.. 0 53
Limes	.. do.	.. —	.. Dozen	.. 0 12
Coconuts	.. do.	.. —	.. Each	.. 0 10
Sugar, Soft	.. do.	.. —	.. lb.	.. 0 22
Sugar, Crepe	.. do.	.. —	.. do.	.. 0 18
Sugar (Ceylon)	.. do.	.. —	.. do.	.. —
Sugar Candy	.. do.	.. —	.. do.	.. 0 26
Sugar, Brown	.. do.	.. —	.. do.	.. —
Salt	.. do.	.. —	.. Measure	.. 0 12
Salt	.. do.	.. —	.. lb.	.. 0 6
Dried Chillies	.. do.	.. —	.. do.	.. 0 28
Coriander	.. do.	.. —	.. do.	.. 0 19
Pepper	.. do.	.. —	.. Measure	.. 0 40
Garlic	.. do.	.. —	.. lb.	.. 0 20
Mustard	.. do.	.. —	.. Measure	.. 0 54
Turmeric	.. do.	.. —	.. lb.	.. 0 28
Fenugreek	.. do.	.. —	.. do.	.. 0 20
Cumin	.. do.	.. —	.. do.	.. 0 56
Aniseed	.. do.	.. —	.. do.	.. 0 44
Tamarind	.. do.	.. —	.. do.	.. 0 12
Jaggery	.. do.	.. —	.. Bundle	.. 0 30-36
Gingelly	.. do.	.. —	.. Seer	.. 0 26
Gingelly Oil	.. do.	.. —	.. Bottle	.. 1 25
Coconut Oil	.. do.	.. —	.. Measure	.. 0 55
Kerosine Oil, Daylight	.. do.	.. —	.. Bottle	.. 0 25
Kerosine Oil, Monkey Brand	.. do.	.. —	.. do.	.. 0 24
Bulk Oil, Rising Sun	.. do.	.. —	.. do.	.. 0 19
Matches, Three Stars	.. do.	.. —	.. Packet of 12 boxes	.. 0 22
Matches (Japanese)	.. do.	.. —	.. do.	.. 0 17
Beef	.. do.	.. —	.. lb.	.. 0 35
Mutton	.. do.	.. —	.. do.	.. 0 80
Pork	.. do.	.. —	.. do.	.. 0 60
Chickens	.. do.	.. —	.. Each	.. 0 50-75
Eggs	.. do.	.. —	.. do.	.. 0 6
Dry Fish, Netti (Hal-messan)	.. do.	.. —	.. lb.	.. 0 30
Dry Fish (Maldiva)	.. do.	.. —	.. do.	.. 0 88

G. H. N. SAUNDERS,
Financial Assistant to the Chairman,
The Municipal Office, Municipal Council.
Colombo, November 22, 1922.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on October 21, 1922, at 8.30 a.m., in accordance with Notice dated October 17, 1922.

Present :—Mr. W. L. Kindersley, Chairman ; Mr. J. C. Ratwatte ; Mr. L. H. S. Pieris, Esq. ; Dr. J. W. S. Attygalle ; Mr. Geo. E. de Silva ; Mr. A. Vallipuram ; Dr. G. P. Hay ; Mr. A. de C. Carson ; and Dr. Allan de Saram.

Before the Proceedings commenced Mr. Ratwatte moved " that this Council place on record an expression of grief on the occasion of the death of Mr. C. A. Hamy Wittachy, *quondam* Member of this Council, and convey their sympathy to his widow and children."

The Chairman seconded, and the motion was carried, all standing.

1. The Minutes of Proceedings of the Meeting held on September 16, having been previously submitted to the Chairman for his approval, and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

(a) Statement of receipts and disbursements from close of 1921 to September 30, 1922, on account of the Municipal Fund.

(b) Progress report of works brought up to the same date

(c) Health Officer's report for September.

(d) Statements of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of September.

(e) The reservoir readings for September.

Resolved that the statement (a), together with the Minutes of Proceedings of this Meeting, as required by section 83 of "The Municipal Councils Ordinance, No. 6 of 1910," be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. The following papers were laid on the table:—Reports by the several Inspectors on laundries, bakeries dairies, stand-pipes, and house-service taps inspected during September.

4. Correspondence:—(1) Letter No. 31 of September 18, 1922, from the Hon. the Colonial Secretary, intimating that the draft bond for the Mercantile Bank Overdraft for the purchase of the Electric Lighting Installation is in order.—Read.

(2) Letter No. 33 of October 7, 1922, from the Hon. the Colonial Secretary *re* speed limit of motor buses and motor lorries in Kandy.—Read.

(3) Letter No. 156 of October 11, 1922, from the Hon. the Colonial Secretary to the Colonial Auditor *re* the increase of the annual audit fee.—Read.

5. Pursuant to notice Mr. Ratwatte moved—"That the General Manager, Ceylon Government Railway, be asked to provide for a passenger station at the level crossing at Mavilmada." Mr. Pieris seconded.

Mr. de Silva supported the resolution, which was carried unanimously.

6. Pursuant to notice Dr. Attygalle moved—"That this Council do consider the advisability of opening up the tunnel, situated between Haloluwa road and Anniewatta, for the convenience of the public. Mr. de Silva seconded.—Carried.

It was also agreed to vote a sum of Rs. 100 for preparation of estimate for carrying out the work.

6a. Pursuant to notice Dr. Attygalle moved—"That, under section 203 of The Municipal Councils Ordinance, No. 6 of 1910, the sale of dry fish be prohibited in Brownrigg street, between Ward street and Colombo street junction." Mr. Ratwatte seconded.—Carried unanimously.

7. Papers *re* Temporary Increases of salaries and pensions to Municipal Officers.

The Chairman suggested that the temporary increases be continued, pending the adoption of a revised salaries scheme.

Dr. Attygalle proposed that the temporary increases be continued, pending the adoption of a salaries scheme, and that the Finance Committee be asked to submit a revised salaries scheme for consideration of Council. Mr. Carson seconded.

Mr. Vallipuram supported the resolution, which was carried by 7 to 2.

Ayes.—The Chairman, Mr. J. C. Ratwatte, Dr. J. W. S. Attygalle, Mr. A. Vallipuram, Dr. G. P. Hay, Mr. A. de C. Carson, and Dr. Allan de Saram.

Noes.—Mr. de Silva, and Mr. Pieris.

8. List of pensionable appointments under the Kandy Municipal Council.—Resolved that the list submitted be approved.

9. Supplemental Budget No. 1 of 1922.—Resolved that the budget be adopted.

10. Recommendations of Standing Committees:—

Finance and Assessment.

(1) That the quarterly charge of Rs. 57 for water supplied to the convent be waived in respect of the 2nd quarter, 1922, in view of the expense incurred by them to procure water during the recent shortage. Also that the charge be reduced from Rs. 57 to Rs. 25 per quarter, with effect from 3rd quarter, 1922.

(2) That the Muhandiram Nilame be paid Rs. 150 for the appraisements of Poorana estate, Cassie Lebbe's land, and Muddannayake's land.

(3) That the payment of Rs. 12.50, the travelling expenses of the Assistant Teacher, Municipal Council School be sanctioned.

(4) That the payment of Rs. 22.22 to the Interpreter Mudaliyar, Colombo Municipal Court, for transactions of by-laws be sanctioned.

(5) That the charge of Rs. 55.67 due in respect of excess water charges for 3rd quarter, 1921, from the Sri Puspadaña Society be waived.

(6) That the Municipal Electrical Engineer be allowed to employ a peon on the same pay as a Municipal Peon in place of the office boy discontinued.

Municipal Works.

(7) That the estimate of Rs. 350 for raising the boundary wall between the Registrar of Lands quarters and the Police Court to prevent the offensive smells from the public latrine be sanctioned.

(8) That the following applications for water service be allowed:—(i.) 132-137, Castle Hill street, D. S. Perera; (ii.) 39 and 40, Peradeniya road, M. K. Muttalibo; (iii.) 1,039, Peradeniya road, N. M. Dullah.—Resolved that the recommendations be adopted.

11. Application from the Superintendent of Works asking for sanction to cover expenditure of Rs. 750 incurred from January to August to supply water in carts to houses in the higher levels of the town.—Resolved that the expenditure be sanctioned.

Water to be continued to be sent in carts to residents in Lady McCarthy's road for another month.

12. Papers *re* proposal to keep a margin of one chain in width free from all trees round the top water level of the reservoir, and the removal of all fruit trees in the catchment area.—Resolved that tenders be called for the removal of all fruit trees in the catchment area and all trees within one chain of the high water level of the reservoir.

13. Petition presented through Mr. Ratwatte from residents of Mahaiyawa complaining against the present location of the toddy tavern at Mahaiyawa and asking that steps be taken for its removal to another site.

It was agreed to refer the petition to the Assistant Commissioner of Excise for favour of report.

14. With the leave of the Council, Mr. Carson moved—"That the stand for Motor Omnibuses in King street be moved to another site in view of the danger to traffic at the junction of King street and Trincomalee street."

Dr. Attygalle seconded and suggested a site near the carriage stand at the southern end of Trincomalee street.

It was agreed to ask the Superintendent of Works for a report on best location for Motor Omnibus Stand.

15. With the leave of the Council, Mr. Ratwatte submitted a letter from the Asgiriya Priests acquiescing in the proposed Asgiriya road and agreeing to give free of compensation such lands as may be required for the construction of the road. Resolved that tenders be called for for construction of the road.

Confirmed this 18th day of November, 1922:

W. L. KINDERSLEY,
Chairman.

B.—ELECTRICITY DEPARTMENT.

Revenue Account for the Six Months, May to October, 1922.

EXPENDITURE.	Amount.		Total.	INCOME.	Amount.		Total.
	Rs.	c.			Rs.	c.	
To generation of electricity :—				By sale of electricity :—			
Fuel ..	8,667	89		Private lighting ..	32,721	51	
Oil, waste, and engine room stores ..	3,557	82		Public lighting ..	15,239	99	
Salaries and wages at works ..	3,165	36		Municipal Departments ..	405	0	
Repairs and maintenance of engines and boilers, &c. ..	476	78					48,366 50
			15,867 85	By works executed for customers and goods sold ..			2,933 64
To distribution of electricity :—				By rent of meters ..			1,345 50
Wages ..	932	60		By public lamps—attendance and maintenance ..			90 0
Repairs and maintenance of meters, switches ..	752	89					
			1,685 49				
To public lamps :—							
Attendance and maintenance ..			1,648 81				
To works executed for customers :—							
Labour ..	891	61					
Materials ..	1,161	94					
			2,053 55				
To management and general expenses :—							
Salaries ..	7,056	92					
Rent of Engineer's bungalow ..	510	0					
Printing and stationery ..	642	55					
Insurance ..	468	76					
Sundry charges ..	128	6					
Legal expenses ..	8	85					
Audit fees ..	125	0					
			8,940 14				
Total amount of working expenses ..			30,195 84				
Gross profit carried to net revenue account ..			22,539 80				
			52,735 64				52,735 64

Kandy, November 17, 1922.

E. B. PEIRIS, Accountant.

NET REVENUE ACCOUNT FOR THE SIX MONTHS, MAY TO OCTOBER, 1922.

	Rs.	c.	Rs.	c.		Rs.	c.
To interest on loan and on deferred payment of purchase price ..	6,446	12			By balance from revenue account ..	22,539	80
To expenses preliminary to acquisition ..	3,617	46			By rights under Colombo Gas and Water Co., contract with Madan Theatres assigned to Council ..	2,933	28
			10,063 58				
To maintenance of fittings on hire purchase agreement acquired from Colombo Gas & Water Co. ..				16 40			
To balance on October 31, 1922 ..				15,393 10			
				25,473 8			25,473 8

Kandy, November 17, 1922.

E. B. PEIRIS, Accountant.

Balance Sheet, October 31, 1922.

LIABILITIES.	Amount.		Total.	PROPERTY ASSETS AND OUTLAY.	Amount.		Total.
	Rs.	c.			Rs.	c.	
Loans :—				Capital outlay :—			
Temporary loan from Municipal fund ..	157,328	88		Acquisition of undertaking ..	150,000	0	
Sundry creditors ..	2,568	5		Extension to buildings ..	1,286	71	
Consumer's deposits ..	11	65					151,286 71
			159,908 58	Stores on hand ..			11,378 59
Net revenue account :—				Fitting on hire purchase agreements ..			2,379 96
Balance at credit ..			15,393 10	Sundry debtors ..			9,812 71
			175,301 68	Insurance premium paid in advance ..			414 81
				Petty cash ..			28 90
							175,301 68

Kandy, November 17, 1922.

E. B. PEIRIS, Accountant.

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 Kandy, in terms of the 137th clause of the Ordinance No. 6 of 1910, for arrears of consolidated rate due on the premises for second quarter, 1922, and of which particulars are given in the under-mentioned lists, will be sold by public auction on the spot in the order and time stated, unless in the meantime the amount of the rates and taxes, and costs be duly paid.

List P.—On Wednesday, December 20, 1922, commencing at the first-named premises at 8 A.M.

List Q.—On Thursday, December 21, 1922, commencing at the first-named premises at 8 A.M.

The Municipal Office, By order, JAS. JAYATILEKE,
Kandy, November 20, 1922. Secretary.

LIST P.

Katukela Lake road.

No.	Description of Property.	Reputed Owner.
14/14a	House and land	C. A. Sambo
15/15a	Do.	D. S. Perera
38a-f	Do.	N. Vengadasalam
39a-l	Do.	Peer Mohammado

Katugastota road.

8, 8a, & 8b	Houses and lands	Una Sitti Umma
25-29	Do.	A. P. Ameer and others
30	House and land	S. L. Zaindeen
31, 31b	Houses and lands	N. L. Abdul Careem
203	House and land	W. Dona Punchi Nona
242a & b	Houses and lands	P. M. Abdul Cader
259	House and land	S. T. Mohammadoo's estate
262	Do.	W. Slema Lebbe
269	Do.	L.M. Rapiathu Natchia
270	Do.	do.
271	Do.	do.
272	Do.	Rapiathu Umma
273	Do.	do.
274	Do.	do.
278	Do.	K. Sophia Nona

LIST Q.—*Trincomalee street.*

42	House and land	A. M. Cassim's estate
a	Do.	Uduma Lebbe Marikar's estate
46	Do.	A. de Silva
89-91	Houses and lands	D.W. Abeyegunasekera
80	House and land	J. Hallangoda
81	Do.	do.
103	Do.	J. Abdeen
131	Do.	T. B. Nugawela
145	Do.	A. R. and A. B. Cassi Lebbe
152-154	Houses and lands	E. W. Abeyegunasekera
158	House and land	do.
174	Do.	A. M. Siyathu
181	Do.	Sabar Umma
182	Do.	Maimoon Natchia
229	Do.	M. C. M. Yoofoof
232	Do.	S. L. Abdul Rahiman
236a	Do.	A. R. Cassi Lebbe
269	Do.	K. A. Don Anthony
366	Do.	M. Cassim Marikar

Udamadapota.

6	House and land	D. Isabela Hamy*
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Cemetery road.

11-13	Houses and lands	A. R. Cassi Lebbe
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Colombo street.

130a	House and land	P. V. M. M. C. Meera Saibo
256	Do.	Abdul Magid Habeebu Lebbe

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 Kandy, in terms of the 137th clause of the Ordinance No. 6 of 1910, for arrears of Police and lighting rate due on the premises for first and second quarters, 1922, and of which particulars are given in the under-mentioned lists, will be sold by public auction on the spot in the order and time stated, unless in the meantime the amount of the rates and taxes, and costs be duly paid.

List H/2.—On Friday, December 22, 1922, commencing at the first-named premises at 8 A.M.

List I/2.—On Saturday, December 23, 1922, commencing at the first-named premises at 8 A.M.

The Municipal Office, By order, JAS. JAYATILEKE,
Kandy, November 21, 1922. Secretary.

LIST H/2.

Aruppola.

No.	Description of Property.	Reputed Owner.
17	Field	K. B. Wijesingha

Watapuluwa.

51	Field	Suramba
56	Do.	Allis Appu
59	Do.	H. M. Kalu Banda
60	Do.	Punchi Kira
61	Do.	R. M. Hughes
90	House and land	N. Samugam
91	Land	Siridara
92B	House and land	Sadris Appu
97	Field	Ukkuwa
98	Do.	Suramba
124	House and land	Suramba and others
134	Do.	Kiribanda Arachchi and others
154	Land	A. Punchi Menike
159	Field	Dingiri Hamy
167	Do.	D. Kiri Banda
170	House and land	Ukku Menika
171	Do.	Digniri Hamy
186	Do.	Sego Mohammado
187	Do.	P. Appuhamy
188	Do.	P. Ukkurala
189	Do.	Sego Mohammado

Yainnuwara Talwatta.

23	House and land	N. Appuhamy
34	Do.	Pulingurala Gammahe
35	Do.	W. Dingiri Menika
45	Field	S. B. Talwatta
57, 58	Fields	R. M. Ukkubanda
61	Field	S. B. Talwatta
64	Do.	J. M. Appuhamy
65	Do.	R. M. Ukkubanda

LIST I/2.

Bahirawakanda.

22A-22D	Houses and lands	Kalumenike
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Dodanwela.

54	House and land	Thepanis Appu
64A	Do.	W. Ukkuwa
70B	Do.	do.

Huduhumpola.

3	Field	B. N. M. de Silva
4, 5	Fields	K. A. D. Paulu Appuhamy
7	Field	R. M. Appuhamy
8	Do.	Poola
12	Do.	do.

Assessment Rates, Local Board, Kurunegala.

IT is hereby notified that the Local Board of Health and Improvement of Kurunegala has, in terms of section 30 of "The Local Board Ordinance, 1898, 1901, and 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 all lands and tenements whatsoever, within the limits of the Local Board of Kurunegala, subject to the provisions of the aforesaid section.

Local Board Office, F. G. TYRRELL,
Kurunegala, November 17, 1922. Chairman.

Commutation Tax, 1923, Local Board, Kurunegala.

NOTICE is hereby given to persons residing within the limits of the Local Board of Kurunegala, 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 the 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, F. G. TYRRELL,
Kurunegala, November 17, 1922. Chairman.

Animals and Vehicle Taxes, 1923, Local Board, Kurunegala.

NOTICE is hereby given to persons residing within the limits of the Local Board of Kurunegala, that the Board, acting under the provision of section 36 of the Ordinance No. 13 of 1898, has resolved that an annual tax be imposed for the year 1923, on all carriages, double bullock carts, single bullock 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), the carts,

carriages, other than hackeries and coaches, referred to in section 29 of the Ordinance No. 13 of 1898, at the rates specified in the schedule hereto annexed:—

SCHEDULE REFERRED TO.

	Rs.	c.
For every carriage	5	0
For every rickshaw	1	0
For every double bullock cart	2	50
For every single bullock cart	1	50
For every bicycle	1	0
For every hand cart or water cart	1	0
For every horse, pony or mule	2	50
For every ass or bullock	0	25

Local Board Office, F. G. TYRRELL,
Kurunegala, November 17, 1922. Chairman.

Outbreak of Rabies, Local Board Town of Kegalla.

WHEREAS by Proclamation dated August 15, 1922, and published in *Government Gazette* No. 7,273 of August 18, 1922, page 1,754, part I., Kegalla town was proclaimed under "The Rabies Ordinance, No. 7 of 1893"; and whereas rabies no longer exists in the said town, the town is now declared to be no longer an infected area.

Local Board Office, G. S. WODEMAN,
November 14, 1922. 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, G. S. WODEMAN,
November 7, 1922. Assistant Government Agent.

ROAD COMMITTEE NOTICES.**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—

- The names of the estates (with their acreages) which are interested in and which use the road and the Ulapane bridge;
- 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.

Mahavilla estate, GEO. BENZIE,
Ulapane, November 9, 1922. Chairman.

Golahunwatta-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—

- 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.

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—

- 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-Luccombe	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.

A. Dahampet and Henry Todd.	Altwood	102
Robert de Zoysa	Dromoland, Ewhurt, and Park	503

Forest Hill Tea Co. (Cumberbatch & Co.)	Dooromadella and Mousakanda	1,111
Do.	Forest Hill	121
Do.	Kensington	325

New Ceylon Plantation Co., Ltd.	Gammaaduwa, Carton	1,158
F. R. C. Storey	Karagahatenna, Galbodde, Dryburgh, and Monerioff	1,220
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 Casldereagh 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—

- (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.

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—

- (a) The names of the estates (with their acreages) which are interested in and which use the road ;
 (b) The sections of the road 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 moiety of the cost of maintenance for the year ending September 30, 1923.

Kirimittia Estate, GORDON SKENE,
 Kadugannawa, November 13, 1922. Chairman.

Huluganga-Bambaraela 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, December 6, 1922, at Hagalla bungalow, 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 and bridges;
- (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—

for the assessment of the moiety of cost of maintenance for the year ending September 30, 1923.

L. HULME KING,

Hagalla estate, Chairman, Local Committee.
Madulkelle, November 14, 1922.

Darrawella-Annfield 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 12, 1922, at Darrawella Club, at 4 P.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 road 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 the cost of maintenance for the year ending September 30, 1923.

Battalgalla estate,

G. O. LE MOTTEE,

Dikoya, November 15, 1922. Chairman, Local Committee.

Bathford Valley 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 12, 1922, at Darrawella Club, at 4.30 P.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 road 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.

Battalgalla estate,

G. O. LE MOTTEE,

Dikoya, November 15, 1922. Chairman Local Committee.

Glenlyon-Preston 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 19, 1922, at Glenlyon Club House, at 4 P.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 road 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 the cost of maintenance for the year ending September 30, 1923.

A. J. HAMILTON HARDING,

Preston estate, Chairman, Local Committee.
Agrapatana, November 15, 1922.

Norwood-Campion 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, December 6, 1922, at the Bogawantalawa Club, at 4 P.M.

Business.

1. To elect a member for the Local Committee in place of Mr. J. W. Baillie.

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 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 the cost of maintenance for the year ending September 30, 1923.

A. C. T. MEYER,

Tientsin estate, Chairman, Local Committee.
Bogawantalawa, November 16, 1922.

Nugatenna-Deanstone 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 Saturday, December 2, 1922, at the Nugagalla estate bungalow, at 2 P.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 road used by these estates;
- (c) The names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

Dehigolla estate,

GEO. JOHNSTONE,

Rangala; November 17, 1922. Chairman, Local Committee.

High Forest-Bramley 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, December 6, 1922, at High Forest, at 9 A.M.

Business.

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—

for the assessment of the moiety of cost of maintenance for the year ending September 30, 1923.

High Forest estate,

W. POLSON,

Kandapola, November 18, 1922. Chairman, Local Committee.

St. Margarets-Kirklees 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, January 10, 1923, at Allagolla bungalow, at 3 P.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 road used by these estates.
- (c) The names of the proprietors, resident managers or superintendents, and of the agents of these estates.

H. C. PATERSON,

Allagolla estate, Chairman, Local Committee.
Uda Pussellawa, November 18, 1922.

Duekwari-Ferndale 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 Monday, December 4, 1922, at Rangala drill shed, at 8.30 A.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 used 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 cost of maintenance for the year ending September 30, 1923.

Burnside Group, DOUGLAS E. BURNETT,
Rangala, November 19, 1922. Chairman, Local Committee.

Galagedara-Heenabowa Estate Cart Road.

NOTICE is hereby given that the Local Committee having passed an estimate amounting to Rs. 4,407 for the maintenance of the above road for the year ending September 30, 1923, as stated below, 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 of Rs. 2,977.

Government contribution	Rs. 1,430.00
Private contribution	Rs. 2,977.00
	<u>Rs. 4,407.00</u>

	Rs. c.	Rs. c.	
1st mile	373 75	7th mile	270 75
2nd mile	360 0	7th mile to 11½ miles	2,302 75
3rd mile	341 50		
4th mile	295 75		4407 0
5th mile	205 50		
6th mile	257 0		

1st section, 0-1 mile.

Proprietors or Agents.	Estates.	Acreage.
Dr. Gray	Pamunuwe Group	39
D. C. Weerasinhe	Tenneuwatta	27

1st and 2nd sections, 2 mile, (0-2 miles).

Proprietors or Agents.	Estates.	Acreage.
Estate of the late S. Paragama, Ratwatte Kumarihamy	Medagoda	30
Francis J. Holloway	Trafford Hill Group	700
E. Winter and M. S. Furlong	Majuba Hill	58
A. Hamilton Harding	Betworth	237
C. Paranagama	Allugolla	60
L. A. Ewart (H. Gray, Superintendent)	Millagashena	255
Wijasinghe	Ratalanka	40

1st to 3rd section, 3 miles (0-3 miles).

E. Winter	St. George	45
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1st to 4th section, 4 miles (0-4 miles).

E. Winter and Dr. Gray	Uduwakanda	98
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4th to 12th section, 7½ miles (4-11½ miles).

Gordon Frazer & Co. (J. C. Pike)	Alluta	400
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6th to 12th section, 5½ miles (6-11½ miles).

H. I. Perera	Kudumeeriya	38
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7th to 12th section, 4½ miles (7-11½ miles).

Heirs of Harold Stevenson and Stanley Hillman	Meegastenna	420
D. W. S. Wijayasinhe	Pussegeda	30

8th to 12th section, 3½ miles (8-11½ miles).

Proprietors or Agents.	Estates.	Acreage
Gordon Frazer & Co.	Coodogala	320
L. R. Lawton	Letchime	102
J. H. E. Amarasekera	Kandam, and Vanna	55
Stanley Hillman and H. Gray	Bogashena	100
Proctor Wijenayake	Aludeniya	22

9th to 12th section, 2½ miles.

Sri Narayana Mudiyansele		
Ukku Banda	Dedunupitiya	21
J. W. Janis Silva	Godatale	90
Do.	Dedunupitiya No. 2	22

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

W. L. KINDERSLEY,
Provincial Road Committee's Office, for Chairman.
Kandy, November 20, 1922.

Galagedara-Heenabowa Estate Cart Road.

NOTICE is hereby given that, in terms of proviso of section 5 of "The Estate Roads Ordinance, No. 12 of 1902," a proposal having been made to include Dedunupitiya No. 2 estate of 22 acres in extent among the estates liable for assessment for maintenance of the above road, the Provincial Road Committee will on Saturday, December 9, 1922, at 10.30 A.M., at their office in Kandy, proceed to re-define the limits of the district to include the said estate, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

Sections of the road for which assessment is to be made for 1922-23—9th to 12th sections (2½ miles) for maintenance.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, November 20, 1922.

Dimbulla Branch Roads.

NOTICE is hereby given that, in terms of "The Branch Roads Ordinance, No. 14 of 1896," a meeting of estate representatives interested in the Dimbulla Branch Roads, viz., Preston junction to end of Agras road, Wallaha road, and Railway Gorge road, will be held on Tuesday, December 5, 1922, at Glenlyon Club House, at 3.15 P.M., for the purpose of electing a Local Committee for two years.

Immediately after the election, the Local Committee will hold a meeting.

Business.

To consider and report to the Provincial Road Committee with regard to—

- The names of the estates (with their acreages) to be assessed for the private contributions on the maintenance estimates for the year ending September 30, 1923, for Preston-Agra branch road, Wallaha branch road, and Railway Gorge road and bridges.
- The sections 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.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, November 20, 1922.

Kandewera-Wariapolla 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 contributions:—

Government contribution	Rs. 1,500.00
Private contributions	Rs. 6,562.56

1st and 2nd sections, 1 mile 66 chains.

Government contribution, Rs. 388.10—Private contribution, Rs. 1,697.90—Total, Rs. 2,086.
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Proprietors or Agents.	Estates.	Acreage.
Wariapolla Estates Co., Ltd. (J. A. M. Bond)	Wariapola	932½
Wariapolla Estates Co., Ltd. (G. Abbott)	Kandenewera	937
E. O. Felsingar	Watagoda	346
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisla	438
Pitakanda Tea Company of Ceylon (F. Leslie)	Pitakanda	1,485

3rd section, 46 chains

Government contribution, Rs. 176—Private contribution, Rs. 770—Total, Rs. 946.
--

Wariapolla Estates Co., Ltd. (G. Abbott)	Kandenewera	937
E. O. Felsingar	Watagoda	346
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisla	438
Pitakanda Tea Company of Ceylon (F. Leslie)	Pitakanda	1,485

4th and 5th sections, 2 miles.

Government contribution, Rs. 418.42—Private contribution, Rs. 1,830.58—Total, Rs. 2,249.
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Wariapolla Estates Co., Ltd. (G. Abbott)	Kandenewera	937
E. O. Felsingar	Watagoda	346
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisla	438
Pitakanda Tea Company of Ceylon (F. Leslie)	Pitakanda	1,485
The Bandarapola Ceylon Company, Ltd. (C. P. Anderson)	Godapola	454
Do.	Karagahalanda	104

6th section, 28 chains.

Government contribution, Rs. 76.65—Private contribution, Rs. 335.35—Total, Rs. 412.

Wariapolla Estates Co., Ltd. (G. Abbott)	Kandenewera	937
E. O. Felsingar	Watagoda	346
Pitakanda Tea Company of Ceylon (F. Leslie)	Pitakanda	1,485
The Bandarapola Ceylon Company, Ltd. (C. P. Anderson)	Karagahalanda	104

7th section, 40 chains.

Government contribution, Rs. 108.75—Private contribution, Rs. 475.81—Total, Rs. 584.56.

Wariapolla Estates Co., Ltd. (G. Abbott)	Kandenewera	937
Pitakanda Tea Company of Ceylon (F. Leslie)	Pitakanda	1,485
The Bandarapola Ceylon Company, Ltd. (C. P. Anderson)	Karagahalanda	104

8th and 9th sections, 1 mile 60 chains.

Government contribution, Rs. 332.03—Private contribution, Rs. 1,452.92—Total, Rs. 1,785.
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Wariapolla Estates Co., Ltd. (G. Abbott)	Kandenewera	937
Pitakanda Tea Company of Ceylon (F. Leslie)	Pitakanda	1,485

Provincial Road Committee's Office, W. L. KINDERSLEY, Chairman, Kandy, November 20, 1922.

Aluwihare-Dullewa Gap 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, and the Local Committee having passed an estimate of Rs. 3,223.37 for maintenance, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate in the district interested in the road as follows to make up the private contributions:—

Maintenance, 1922-23.

Government contribution	Rs. 1,400.00
Private contributions	Rs. 1,823.37

1st to 3rd section, 2 miles 44 chains.

Proprietors or Agents.	Estates.	Acreage.	Rate.	Amount.
			Rs. c.	Rs. c.
Eastern Produce and Estates Co., Ltd.	Matale West	1,220	1 0	1,220 00
Rosehaugh Tea and Rubber Co., Ltd. (Harold Vickers)	Beredewella	344	0 50	172 00
J. B. Tennant	Polwatta	186	0 50	93 00
Mrs. Hodgson	Dullawe	165	0 50	82 50
Bell (J. Taylor)	Glenury	137	0 50	68 50
Mafalda Rubber Syndicate (D. A. Steele)	High Walton	225	0 50	112 50
C. Ariya-Nayagam	Ratninde	100	7487	74 87
	Total			1,823 37

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. Harold Vickers (Nikakotuwa estate), Chairman, Local Committee, on or before December 15, 1922.

Provincial Road Committee's Office, W. L. KINDERSLEY, Chairman, Kandy, November 21, 1922.

Galaha-Pupuressa Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee of the Central Province, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate interested in the above-mentioned road, as follows, to make up the amount (Rs. 2,232) of the private contribution on the estimate for the maintenance of the road for the twelve months ending September 30, 1923:—

(Government moiety Rs. 1,400.)

First section, 1 mile.

Government contribution	Rs. 183.60
Private contribution	Rs. 292.72
	Rs. 476.32

Total acreage, 1,238—Rate per acre, 2364c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
Galaha Ceylon Tea Estates and Agency Co. (W. A. S. Paul)	Vedehetta	902	213 27
Gordon Frazer & Co. (Sellembrum)	Erin	336	79 45
			292 72

Second section, 1 mile.

Government contribution	Rs. 183.60
Private contribution	Rs. 292.72
	Rs. 476.32

Total acreage, 1,238—Rate per acre, .2364c.			
Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
Galaha Ceylon Tea Estates and Agency Co. (W. A. S. Paul)	Vedehetta	902	213 27
Gordon Frazer & Co. (Sellembrum)	Erin	336	79 45
			292 72

Third section, 1 mile.

Government contribution	Rs. 183 60
Private contribution	Rs. 292 72
	Rs. 476 32

Total acreage, 336—Rate per acre, .8711c.

Gordon Frazer & Co. (Sellembrum)	Erin	336	292 72
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Fourth section, 1st half mile.

Government contribution	Rs. 91 80
Private contribution	Rs. 146 36
	Rs. 238 46

Total acreage, 236—Rate per acre, .4355c.

Gordon Frazer & Co. (Sellembrum)	Erin	336	146 36
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Fourth section, 2nd half mile.

Government contribution	Rs. 91 80
Private contribution	Rs. 146 36
	Rs. 238 46

Total acreage, 2,396—Rate per acre, .0610c.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,396	146 36
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Fifth section, 1 mile.

Government contribution	Rs. 183 60
Private contribution	Rs. 292 72
	Rs. 476 32

Total acreage, 2,396—Rate per acre, .1220c.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,396	292 72
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Sixth section, 1 mile.

Government contribution	Rs. 183 60
Private contribution	Rs. 292 72
	Rs. 476 32

Total acreage, 2,821—Rate per acre, .1037c.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,396	248 60
Cumberbatch & Co. (H. W. Kay)	New Forest	425	44 12
			292 72

Seventh section, 1 mile.

Government contribution	Rs. 183 60
Private contribution	Rs. 292 72
	Rs. 476 32

Total acreage, 4,649—Rate per acre, .0629c.			
Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,396	150 86
Cumberbatch & Co. (H. W. Kay)	New Forest	425	26 76
E. D. Padwich (E. A. Clive)	Yarrow Group	478	30 10
Lipton, Limited (G. L. H. Doudney)	Pooprassie Group	1,350	85 0
			292 72

Eighth section, $\frac{1}{2}$ mile.

Government contribution	Rs. 114 80
Private contribution	Rs. 182 96
	Rs. 297 76

Total acreage, 4,649—Rate per acre, .0393c.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,396	94 29
Cumberbatch & Co. (H. W. Kay)	New Forest	425	16 73
E. D. Padwick (E. A. Clive)	Yarrow Group	478	18 81
Lipton, Limited (G. L. H. Doudney)	Pooprassie Group	1,350	53 13
			182 96

Abstract.

	Rs. c.	Pooprassie	Rs. c.
Vedehetta	426 54		138 13
Erin	597 98		
Le Vallon	932 83		2,232 0
New Forest	87 61		
Yarrow	48 91		

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman of the Local Committee (Mr. A. P. Sandbach, Le Vallon estate) on or before December 15, 1922.

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, November 21, 1922. Chairman.

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, Wiyaluwa, 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, R. A. G. FESTING,
Badulla, November 8, 1922. Chairman.

Election of Members, District Road Committee, Batticaloa.

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 office of European and Native Member of the District Committee of Batticaloa for 1923 and 1924, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Eastern Province, at least ten days before the day of election. The election will be held on Friday, December 15, 1922, at 2 p.m., at the Batticaloa Kachcheri.

Provincial Road Committee, P. O. FERNANDO,
Batticaloa, November 20, 1922. Secretary.

Malwala Ferry-Wewelwatta Factory Estate Cart Road.

NOTICE is hereby given that the Local Committee having estimated the expenditure incurred in the maintenance of the above road from October 1, 1921 to September 30, 1922, at Rs. 19,118 66, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 24 of "The Estate Roads Ordinance No. 12 of 1902," on November 13, 1922, confirmed the assessment made by the Local Committee.

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Local Committee, Mr. George Fellowes, Hapugastenna Group, Ratnapura, as early as possible if the same have not been already paid.

**MALWALA FERRY-WEWELWATTA FACTORY ESTATE
CART ROAD.****Section A.**

Proprietors or Agents.	Estates.	Acreage.	Assess- ment. Rs. c.
Lansdowne Rubber Co., Ltd. ..	Lansdowne ..	732 ..	109 7
Messrs. N. D. P. Silva & Co. ..	Silvaland ..	406 ..	60 49
The Consolidated Tea and Lands Co., Ltd. ..	Galboda ..	874 ..	130 23
K. G. Hendrick Appu- hamy of Galboda ..	Millakanuwa ..	121 ..	18 3
The Consolidated Tea and Lands Co., Ltd. ..	Hapugastenna 3,864 ..		575 75
Do. ..	Alupolla 2,746 ..		409 18
M. G. Gomez ..	Dikmukulana . 200 ..		36 38
Mrs. N. D. B. Silva, Guild- ford House, Cinnamon Gardens, Colombo ..	Agarsland ..	469 ..	51 99
		9,412	1,391 12

Section B.

Messrs. N. D. P. Silva & Co. ..	Silvaland ..	406 ..	220 17
The Consolidated Tea and Lands Co., Ltd. ..	Galboda ..	874 ..	473 97
K. G. Hendrick Appu- hamy of Galboda ..	Millakanuwa . 121 ..		65 62
The Consolidated Tea and Lands Co., Ltd. ..	Hapugastenna 3,864 ..		2,095 40
Do. ..	Alupolla .. 2,746 ..		1,489 15
M. G. Gomez ..	Dikmukulana 200 ..		121 73
Mrs. N. D. B. Silva, Guild- ford House, Cinnamon Gardens, Colombo ..	Agarsland ..	469 ..	188 65
		8,680	4,654 69

Section C.

The Consolidated Tea and Lands Co., Ltd. ..	Galboda ..	874 ..	136 98
K. G. Hendrick Appu- hamy of Galboda ..	Millakanuwa . 121 ..		19 4
The Consolidated Tea and Lands Co., Ltd. ..	Hapugastenna 3,864 ..		605 10
Do. ..	Alupolla .. 2,746 ..		430 10
M. G. Gomez ..	Dikmukulana . 200 ..		33 45
Mrs. N. D. B. Silva, Guild- ford House, Cinnamon Gardens, Colombo ..	Agarsland ..	469 ..	54 38
		8,274	1,279 5

Section D.

The Consolidated Tea and Lands Co., Ltd. ..	Hapugastenna 3,864 ..		857 92
Do. ..	Alupolla .. 2,746 ..		609 67
M. G. Gomez ..	Dikmukulana . 200 ..		41 48
Mrs. N. D. B. Silva, Guild- ford House, Cinnamon Gardens, Colombo ..	Agarsland ..	469 ..	76 61
		7,279	1,585 68

Section E.

Proprietors or Agents.	Estates.	Acreage.	Assess- ment. Rs. c.
The Consolidated Tea and Lands Co., Ltd. ..	Hapugastenna 3,864 ..		2,724 27
Do. ..	Alupolla .. 2,746 ..		1,936 1
M. G. Gomez ..	Dikmukulana . 200 ..		131 68
Mrs. N. D. B. Silva, Guild- ford House, Cinnamon Gardens, Colombo ..	Agarsland ..	469 ..	243 33
		7,279	5,035 29

Section F.

The Consolidated Tea and Lands Co., Ltd. ..	Alupolla .. 2,746 ..		4,504 87
M. G. Gomez ..	Dikmukulana . 200 ..		135 28
Mrs. N. D. B. Silva, Guild- ford House, Cinnamon Gardens, Colombo ..	Agarsland ..	469 ..	532 68
		3,415	5,172 83

Abstract of Assessment.

	Rs.	c.
Lansdowne estate ..	109	7
Silvaland estate ..	280	66
Galboda estate ..	741	18
Hapugastenna estate ..	6,858	44
Alupolla estate ..	9,378	98
Dikmukulana estate ..	500	0
Agarsland estate ..	1,147	64
Millakanuwa estate ..	102	69
Total ..	19,118	66

Provincial Road Committee,
Ratnapura, November 16, 1922.

S. S. NAVARATNAM,
for Chairman.

Gevilipitiya-Hatgampola Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for repairing the road side which collapsed on 1st mile, i.e., building a masonry wall or the under-mentioned road, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

**GEVILIPITIYA-HATGAMPOLA BRANCH ROAD.
(Estate No. D 5 of October 12, 1922.)**

Government moiety ..	Rs. 250 00
Private contributions ..	Rs. 258 75

Total acreage, 1,970—Moiety of cost, Rs. 258 75—
Rate per acre, 131345c.

Proprietors or Agents.	Estates.	Acreage.	Assess- ment. Rs. c.
L. W. A. de Soysa, Edinburgh Crescent, Colombo ..	Yellangowrie 440 ..		57 79
Rubber Estates of Ceylon, Ltd. (Galaha Ceylon Tea Estates & Agency Co., Ltd., Agents) ..	Debatgama .. 883 ..		115 98
Rubber Estates of Ceylon (The Galaha Ceylon Tea Estates & Agency Co., Ltd., Agents) ..	Urakanda .. 647 ..		84 98
		Total ..	258 75

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before December 23, 1922.

S. S. NAVARATNAM,
Provincial Road Committee's Office,
Ratnapura, November 16, 1922.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted :—

No. 1,884 of December 2, 1921 (Date applied for under Section 50 of the Ordinance, January 14, 1921).

L'air Liquide, Societe Anonyme Pour L'etude et L'exploitation des Procèdes Georges Claude.

Improvements in or relating to apparatus for the synthesis of ammonia.

Abstract.—The applicants state that in apparatus for the synthesis of ammonia, particularly by the use of hyper pressures, it is desirable to be able to replace the exhausted catalyser material in a short time and describes a form of apparatus by which this result can be obtained. In this the catalyser chamber is connected to the screwed member which closes the outer pressure supporting tube so that by unscrewing this member, the catalyser chamber and catalyst are removed and can be replaced by another screwed member with catalyser chamber containing fresh catalyst. The necessary arrangements for ensuring a gas tight joint and for the rapid removal of the screwed member are described.

The claims are :—

1. An apparatus for the synthetic production of ammonia in which the member constituting the closure of the outer pressure supporting tube carries a conduit which constitutes the exit tube for the gases after reaction, the said conduit being continued beyond said member so as to project into the interior of the pressure-supporting tube and carrying on its extended portion the inner tube containing the catalyzing material.

2. An apparatus according to claim 1 in which the gases that are to undergo reaction are admitted into the space between the outer pressure-supporting tube and the inner tube at that end of the apparatus where the closure member is located.

3. An apparatus according to claim 1 or 2 in which the exit tube for the gases after reaction is thermally insulated from the closure member of the outer pressure-supporting tube through which it passes.

4. An apparatus according to claim 1, 2, or 3 in which the member constituting the closure of the outer tube is constructed with an inlet conduit passing through the said member and through which conduit the cold or slightly heated gases are introduced into the apparatus, the said gases serving to cool the aforesaid member.

5. An apparatus according to claim 1, 2, 3, or 4 in which the member constituting the closure of the outer tube and the portion of the outer tube with which the said member engages are constructed with male and female screw threads of interrupted formation and in which the closure member is rotated into and out of engagement by means of devices preferably worm and worm wheel, substantially as described and for the purpose specified.

6. An apparatus according to any of the preceding claims in which additional means such as gudgeons or screws are provided for attaching the inner tube to the closure-forming member.

7. Apparatus for the synthesis of ammonia substantially as hereinbefore described and illustrated with reference to the accompanying drawings.

One sheet of drawings.

No. 1,921 of May 23, 1922.

T. B. McLeroth (Tubes), Limited.

Improvements in or relating to air tubes for pneumatic tyres and moulds therefor.

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

1. An air tube for a pneumatic tyre, of the kind hereinbefore set forth, wherein a tubular strip or patch which constitutes the feed passage to the several sections or compartments is employed to close splits or apertures in the tube arranged at what, in use, is to be the inner periphery of said tube, said tubular strip or patch having moulded or otherwise made integral therewith valveless rubber feed tubes adapted to project through said splits or apertures one into each section or compartment.

2. A mould for the production of the tube proper of an air tube as claimed in claim 1, comprising two annular sections divided on a substantially central plane and adapted to be clamped together, a plurality of cores in said sections, and means carried by said sections or one of them and/or by said cores for producing in the tube splits or apertures through which the cores may be withdrawn.

3. A mould for the production of the tubular strip or patch, employed for closing splits or apertures in an air tube as claimed in claim 1, comprising two sections adapted to be clamped together, and a core for the formation of the feed passage in said strip or patch, one of said sections being adapted to produce on said strip or patch the required valveless feed tubes whilst the other may produce an aperture for an inflating valve.

4. A mould as claimed in claim 3 in which the core is positioned by pins carried by one of the sections and adapted to produce the bores of the valveless feed tubes, substantially as set forth.

5. A method of producing an air tube as claimed in claim 1, according to which the tube proper and the tubular strip or patch, after being built up as separate integers, the tube proper of raw rubber, the tubular strip or patch also of raw rubber, and the valveless feed tubes on the latter of partially vulcanized rubber, are united by solution or otherwise and vulcanized simultaneously as a single unit without the use of solid cores during that process.

6. A method, as claimed in claim 5, of producing the tube proper of an air tube as claimed in claim 1, according to which cores and discs of raw rubber are arranged alternately in a series (preferably in an annulus), the edges of said discs are solutioned, a sheet of raw rubber is wrapped around the assemblage, and after the solution has set, the cores are withdrawn through slits or apertures, substantially as set forth.

7. A method, as claimed in claim 5, of producing the tube proper of an air tube as claimed in claim 1, according to which said tube proper is built up of a series of raw rubber cups, by inserting the closed end of one of which into the open mouth of another and so on around the series, substantially as set forth.

8. A method, as claimed in claim 5, of producing the tubular strip or patch of an air tube as claimed in claim 1, according to which said tubular strip or patch is built up by solutioning together at their longitudinal margins strips of raw rubber, the contiguous surfaces between said solutioned margins being treated to prevent mutual adhesion, short lengths of partially-vulcanized rubber tubing being then solutioned by their ends opposite suitable apertures in one of said strips and so as to project at right angles from said strip, substantially as set forth.

9. An air tube for a pneumatic tyre constructed substantially as hereinbefore set forth with reference to figures 1 and 2 or to figures 7, 8, and 9 of the accompanying drawings.

10. Moulds for the production of an air tube constructed substantially as hereinbefore set forth with reference to figures 3, 4, 5, and 6 of the accompanying drawings.

Two sheets of drawings.

W. N. RAE,
Registrar of Patents.

THE following Specifications have been accepted :—

No. 1,947 of October 14, 1922 (Date applied for under Section 48 of the Ordinance, July 23, 1917).

George Cochran Snyder.

“Improvements in or relating to apparatus for manufacturing hollow ware.”

Abstract.—In apparatus for making barrels, tubs, pails, &c., two strips of material are simultaneously wound in spiral form so as to produce two hollow elements tapered in opposite directions. In making a barrel, a strip of material is drawn from a roll mounted on a rod and after it has been slit longitudinally by cutters the two portions are wound on the adjacent ends of a pair of mandrels driven from a shaft, the ends of the mandrels abutting against each other during the commencement of the winding operations. When a few turns have been wound on the mandrels, the latter are gradually moved apart by screws driven from the shaft, thus causing successive convolutions of the strips to overlap so as to produce two hollow tapered elements. When the wound portions have reached the desired length, the rotation of the screws is stopped by disconnecting clutches and the cutters are moved out of action by levers operated by a sliding cam moved by a lever, which is turned by a circular projection on one of the mandrels. A few turns of unslit material are then wound round the centre of the barrel. When the central portion of the barrel has reached the desired diameter, a roller moves a stop, thus allowing a spring-pressed knife to descend and sever the material transversely. Clutches are then thrown into gear to separate further the mandrels, so that the finished barrel body falls into a shoot. During winding, the outside of the barrel is engaged by spring-pressed wipers. Cam-actuated pins mounted on the mandrels are arranged to embed themselves in the strips of material so as to hold the first windings in their correct positions while the mandrels are being separated to form the tapered portions of the barrel. Adhesives, &c., or a powder adapted to act as a binding-material when the barrel is subsequently heated are spread upon the material by jets. Coating-material may be applied to the interior of the barrel by a pipe. Tub and pails may be made in the same manner as barrels, except that the cutters are retained in action throughout the entire winding operation. In a simpler form of machine adapted for making barrel-shaped containers, mandrels are moved apart by arms operated by a shaft formed with right and left handed screw-threads. The arms are thrown out of action when the container has attained the desired length. The mandrels are moved further apart, to release the finished article, by hand-operated levers.

The claims are :—

1. Apparatus for making containers comprising means for simultaneously winding two strips of material into the form of two oppositely-directed tapered portions by axial displacement of successive convolutions of the strips during the winding operation.
2. Apparatus for making containers according to claim 1, wherein the winding means comprises a pair of coaxial cylindrical mandrels with means for rotating the same and means for moving the same longitudinally to produce the axial displacement of successive convolutions of the strips.
3. Apparatus for making containers according to claim 2, wherein connecting means are provided between the means for rotating the mandrels and the means for moving them longitudinally so that the last-named means may be rendered inoperative to permit the first-named means to wind the strips of material in convolutions having matched edges.
4. Apparatus for making containers according to claim 3, wherein the connecting means includes means for changing the relation between the speed of rotation of the mandrels and the rate of longitudinal movement of the same to alter the amount of axial displacement of successive convolutions of the strips.
5. Apparatus for making containers according to claim 3, wherein means are provided under the control of the mandrels for automatically actuating the connecting means to stop longitudinal movement of the mandrels, while permitting rotation thereof to continue.
6. Apparatus for making containers according to each of the preceding claims, wherein means are provided for slitting a single strip of material to produce two strips for forming the tapered portions.
7. Apparatus for making containers according to claim 6, wherein the slitting means is a circular, rotary knife movably mounted so that it may be taken out of operative relation with the material.
8. Apparatus for making containers according to claim 7, wherein means are provided for automatically taking the knife out of operative relation with the material when the longitudinal movement of said mandrels is stopped.
9. Apparatus for making containers according to each of the preceding claims, wherein the winding means or mandrels are provided with means for retaining the ends of the strips of material in place thereon.
10. Apparatus for making containers according to each of the preceding claims, wherein a knife is provided for severing the strip of material when the formation of an article has been completed, and means are preferably provided for automatically actuating said knife when the diameter of said article reaches a predetermined value.

Four sheets of drawings.

No. 1,948 of October 14, 1922 (Date applied for under Section 48 of the Ordinance, July 23, 1917).

George Cochran Snyder.

“Improvements in or relating to the manufacture of hollow ware.”

Abstract.—In a process for making barrels, tubs, pails, &c., two strips of material are simultaneously wound in spiral form so as to produce two hollow elements tapered in opposite directions. In making a barrel, a strip of material is drawn from a roll mounted on a rod and, after it has been slit longitudinally by cutters the two portions are wound on the adjacent ends of a pair of mandrels driven from a shaft, the ends of the mandrels abutting against each other during the commencement of the winding operation. When a few turns have been wound on the mandrels, the latter are gradually moved apart by screws driven from the shaft, thus causing successive convolutions of the strips to overlap so as to produce two hollow tapered elements. When the wound portions have reached the desired length, the rotation of the screws is stopped by disconnecting clutches, and the cutters are moved out of action by levers, operated by a sliding cam moved by a lever which is turned by a circular projection on one of the mandrels. A few turns of unslit material are then wound round the centre of the barrel. When the central portion of the barrel has reached the desired diameter, a roller moves a stop, thus allowing a spring-pressed knife to descend and sever the material transversely. Clutches are then thrown into gear to separate further the mandrels, so that the finished barrel body falls into a shoot. During winding, the outside of the barrel is engaged by spring-pressed wipers. Cam-actuated pins mounted on the mandrels are arranged to embed themselves in the strips of material so as to hold the first windings in their correct positions while the mandrels are being separated to form the tapered portions of the barrel. The shape of the barrels may be altered by varying the rate of separation of the mandrels. Adhesives, &c., or a powder adapted to act as a binding-material when the barrel is subsequently heated are spread upon the material by jets. Coating-material may be applied to the interior of the barrel by a pipe. Tub and pails may be made in the same manner as barrels, except that the cutters are retained in action throughout the entire winding operation. In a simpler form of machine adapted for making barrel-shaped containers, mandrels are moved apart by arms operated by a shaft formed with right and left handed screw-threads. The arms are thrown out of action when the container has attained the desired length. The mandrels are moved further apart, to release the finished article, by hand-operated levers.

The claims are :—

1. The process of making hollow articles which consists in simultaneously winding two separate strips of material in convolutions axially displaced in opposite directions to form two hollow tapered elements and thereafter winding a single strip of double width as a continuation of the separate strips in matched convolutions to form a central body portion uniting the tapered elements in a barrel-like structure.
2. A modification of the process claimed in claim 1 in which the separation of the wound strips is maintained to the end of the winding operation to form simultaneously two tub-like articles.
3. A process according to claim 1 in which end reinforcements are formed by winding the strips in matched convolutions.
4. A process according to claim 1 or 2 in which the article is formed from a single strip which is split into two parts during the formation of the tapered portions of the articles.

Four sheets of drawings.

No. 1,949 of October 14, 1922 (Date applied for under Section 48 of the Ordinance, July 23, 1917).

George Cochran Snyder.

"Improvements in or relating to hollow ware."

Abstract.—Barrels, tubs, pails, chair-rounds, &c., are made by winding sheet material in spiral form with axially displaced convolutions so arranged that the articles assume a tapered form. The sheet material may consist of metal, asbestos, paper, &c. In making a barrel, a strip of material is slit longitudinally into two portions, which are wound so as to form end rings, and the tapered body is then formed by winding the two portions of the strip spirally. The central portion of the barrel is strengthened by winding upon it a part of the strip which is not slit longitudinally. The shape of the tapered portions may be varied by altering the amount of axial displacement of successive convolutions. A hollow chair-round or other long hollow article may consist of tapered portions connected by a central portion. The articles may be coated internally with glue, &c., and the strips may be coated with adhesive before winding. The external surfaces of the finished articles may be painted or may be enamelled and baked.

The claims are :—

1. A new article of manufacture comprising a container having a pair of connected oppositely-directed tapered portions formed of strips of material wound with axially displaced convolutions.
2. A new article of manufacture according to claim 1, wherein the oppositely-directed tapered portions are connected to each other by additional convolutions of the same material wound in matched convolutions at the adjacent larger ends of the tapered portions and forming a central bilge portion.
3. A new article of manufacture according to claim 1 or 2, wherein the article is formed from a single strip of material which is split into two strips to form the tapered portions and is wound without splitting to form the central portion.
4. A new article of manufacture according to claims 1, 2, and 3, wherein the smaller ends of the tapered portions are formed of strips of the material wound in matched convolutions.
5. A new article of manufacture according to claim 1 or 2, wherein there is a considerable amount of axial displacement between successive convolutions, so that the article is comparatively long and may be used as a chair-round or for other purposes.
6. A new article of manufacture constructed substantially as described with reference to the accompanying drawings.

Two sheets of drawings.

No. 1,950 of October 14, 1922 (Date applied for under Section 48 of the Ordinance, December 19, 1919).

Snyder International Corporation.

"Apparatus for manufacturing articles from sheet material."

Abstract.—Apparatus for use in manufacturing hollow articles, e.g., chests and trunks, from sheet material by winding comprises means for applying pressure whilst the sheet is wound on poly-hedral or cylindrical mandrels so arranged that the pressure on the mandrel may be removed when the form reaches a predetermined thickness, means for producing slack in the material between the supply roll and the mandrel and regulating the rate of unwinding and means for applying tension during the winding operation. The Specification also describes improvements in means for supplying adhesive and in means for cutting the sheet material into strips. The finished article may be covered with an armouring of strip metal wound as a helix and apparatus for this purpose is described. A roll of material of the desired width is placed between brackets drawn off by rollers and passes over a rod on which guides are mounted, around bars, over rod under rod, over a tube for coating it with adhesive, under a rod and then to the mandrel.

Mandrels.—The mandrel which may be either poly-hedral or cylindrical is mounted, on a shaft driven by gear wheels and worm by a belt over the pulley. The other end of the shaft is carried in a bearing on a portion of the frame arranged to swing about a pivot rod to enable mandrels of different form to be placed on the shaft. The rectangular mandrel has a detachable corner piece which may be driven out to allow the form to be removed. A cylindrical mandrel is in two portions connected together by links attached to one portion which have slots through which bolts pass into the other portion, so that when the nuts of the bolts are loosened the two portions may be brought together, and the form removed.

Feed Devices.—In order to leave slack between the supply roll and the mandrel the material is drawn over a roller mounted between the same brackets as the supply roll by means of a roller mounted in a frame pivoted in brackets on the machine frame. The roller is driven by bevel gearing through a shaft on which is a friction wheel engaging a friction wheel driven by a sprocket chain from a sprocket wheel one of the shafts of the driving gearing. The friction wheel may be moved along the shaft to vary the speed of roller by contacting with different portions of friction wheel by an arm provided with gearing by which it may be operated by handwheel at the front of the machine. In the case of a cylindrical mandrel the feed roller may be held out of operation by a hook.

Tension-regulating Devices.—The sheet of material passes over a rod, and under a parallel rod mounted between brackets on the rod. Guides are provided for keeping the edges of the material in alinement. The tension may be adjusted by altering the position of rods by pinion, worm, shaft, and hand-wheel. For quick release of the tension, the shaft may be moved longitudinally by a handle which by means of a link is attached to a sleeve fixed on the shaft.

Coating with Adhesive.—The material is coated with adhesive on its under side by passing over a horizontal pipe having at the top a longitudinal channel communicating with the interior of the pipe by small ducts and having passages extending in the direction of travel of the material. The pipe is supplied with adhesive at both ends through pipes from a chamber. The supply pipe from the chamber contains a valve which may be operated by a handle at the front of the machine through a rod.

Application of pressure during Winding.—Pressure is applied by means of a roller covered with rubber or felt. This roller is mounted in a frame which is supported in a bracket. An adjustable weight may be used to increase the pressure. In order to prevent the roller being thrown away from the mandrel at corners when rotating at high speeds, the frame is connected to a spring of suitable strength. In cases in which the roller need not be used it may be held out of operation by a lug engaging on a latch attached to a frame which is adjustable in position by means of a screw. The position of the latch may be arranged so that the roller is automatically caught up when it passes over a corner of the mandrel when the material has attained a predetermined thickness and so signal the fact to the operator. An air blast may be used for applying pressure and the air may be heated to assist drying. This blast is supplied by a pipe extending parallel to the axis of the mandrel and having a longitudinal nozzle with a narrow slot. The pipe is supplied by a hose through a branch pipe containing a valve and which is clamped to a frame which can be adjusted in a similar manner to the frame.

Cutting Mechanism.—The material may be cut into strips in order to make several articles of the same size by means of circular knives adjustably mounted on a shaft connected by a universal joint to a shaft on which is a pulley. The shaft is driven by means of a belt over the pulley and over a pulley on the main shaft. The knives may be moved out of contact with the material by means of an arm at one end of the shaft which is connected by a rod to a handle in front of the machine. A pin on the handle engages in notches in a latch to keep the knives out of or in engagement with the material as desired. The knives are fixed to the shaft as shown in Fig. 9. The member 69 is clamped to the shaft by a thumb-screw and to prevent rotation a set screw enters a longitudinal slot in the shaft. The knife passes over a threaded extension of the member 69 and relative rotation is prevented by a pin. The knife is clamped by a nut.

Armouring with Metal.—Mounted on a dovetail guide is a carriage adapted to be moved along the guide by a screw. The screw is driven by gearing, shaft, gear, and gear wheel on the shaft. The pinion is on an arm loosely mounted at one end on the screw and provided with a curved slotted extension within which is a bolt projecting from a bracket. The rate of traverse of the carriage may be altered by using different sized gears, the arm being used for the necessary adjustment of gear. A form of clutch for connecting or disconnecting the carriage from the screw is shown in the carriage from the screw is shown in Fig. 12. Within the housing, depending from carriage are two members slidably mounted, carrying curved portions threaded to co-operate with the screw. The two members have racks engaged by a pinion. In member 97 is a rectangular aperture within which is a block mounted on a pin which is placed eccentrically with respect to a shaft carrying a handle. The curved portions of the two members slide so as to engage with or disengage from screw on turning the handle. Rotatably mounted on carriage is a pedestal the amount of rotation being limited by arcuate slots in it through which pass bolts. On the pedestal is a pair of vertical members between which are mounted feed rollers for the metal strip which can be adjusted by springs and screws. The band is guided by a table attached to sleeves on the shaft of the roller. The table carries guides adjustable in position between which the strip passes. The table is prevented from swinging freely, but is mounted so that it may be tilted into different positions and may swing slightly to adjust itself to slight changes in the direction of travel of the strip by means of a drum attached to one of the sleeves and over which passes a friction band attached at one end to the pedestal and at the other to an arm against which presses a spring adjustable by means of a nut.

The claims are :—

1. Apparatus for producing laminated hollow articles, including a poly-hedral rotating mandrel, and means for supplying sheet material to be wound upon the mandrel in excess of that required where by to provide slack between the mandrel and the supplying means for the purpose set forth, and characterized by the provision of means engaging the material at a point fixed with respect to the axis of rotation of the mandrel for exerting uniform tension on the sheet, whereby to insure increases tension on the strip at the angles of the mandrel in accordance with the distance of said angles from the axis of rotation of the mandrel.

2. Apparatus in accordance with claim 1, characterized by the provision of means for applying pressure against the outer face of the material as it is wound upon the mandrel.

3. The combination as claimed in claims 1 and 2, the presser roller being covered with flexible material for conforming to irregularities in the sheet material or in the mandrel.

4. The combination as claimed in claims 2 or 3, the presser arm being provided with an adjustable weight for varying the pressure exerted by the roller on the mandrel.

5. The combination as claimed in claims 1 and 2, in combination with means for latching the roller in inoperative position when a certain thickness of the material wound on the mandrel is reached.

6. The combination as claimed in claim 1, the adhesive being supplied through a horizontally arranged pipe over which the sheet material is drawn, the adhesive flowing out of the top of the pipe on to the sheet material.

7. The combination as claimed in claim 6, in combination with a conduit for leading adhesive to said pipe and a valve in said conduit located below the level of the adhesive-applying pipe.

8. The combination as claimed in claim 1, in combination with means for cutting the material into strips while under such tension and before it is wound on the mandrel.

9. The combination as claimed in claim 1, in combination with means for applying a variable tension to the sheet material before it is wound on the mandrel.

10. Apparatus as claimed in claim 1, provided with means for slitting the material, said means comprising adjustably mounted circular knives, constructed and arranged to operate substantially as described with reference to Figures 6 and 9 of the accompanying drawings.

11. Apparatus as claimed in claim 1, provided with means for winding a strip of metal or other suitable material about the article formed on the mandrel, substantially as described with reference to Figures 2, 3, 10, 11, and 12 of the accompanying drawings.

Five sheets of drawings.

No. 1,951 of October 14, 1922 (Date applied for under Section 48 of the Ordinance, December 18, 1919.)

Snyder International Corporation.

“Process of manufacturing angular hollow ware.”

Abstract.—In forming angular hollow ware by winding sheet material upon a rotating poly-hedral mandrel, the material is allowed to run slack between the feeding-rollers and a tension device and is coated with adhesive and wound on to the mandrel while under tension, the successive layers of the material being pressed into intimate contact while being wound. To form a number of similar articles on one mandrel, the material is cut into strips while under tension, but before the adhesive is applied thereto. A machine for carrying out the process is illustrated in Figs. 1 and 2, the material being drawn from a roll by feed rollers, the roller being driven through friction wheels and bevel-gearing from a shaft. The roller, bevel-gearing, and friction wheel are mounted in a frame of the machine, the wheel being splined on a shaft and connected to a pivoted arm carrying a gear meshing with a worm on a shaft; by rotating the shaft, the point of contact between the wheels may be altered and the speed of the roller varied according to the size of the article being produced. The material is allowed to run slack between the rollers and an adjustable tension device comprising a tension rod over which the material passes a tension rod carried by brackets on the rod and guides projecting over the rod and keeping

the edges of the material in alinement with the ends of the mandrel. The rod carries a gear meshing with a worm on a shaft operated by a hand wheel to swing the rod and vary the tension in the material. The tension is quickly released in case of emergency, &c., by a hand lever connected to a sleeve between collars on the shaft, movement of the handle sliding the shaft longitudinally and causing the gear to rotate to swing the rod. After passing over the tension device the material passes around rods and over a coating device which applies adhesive to the underside of the material; the device comprising a pipe provided at the top with a longitudinal channel and passages extending in the direction of travel of the material. Adhesive is supplied to the pipe from a tank through pipes, the pipe 49 being provided with a valve connected to an operating handle and arranged below the level of the pipe 47. The pipe may be rotated slightly about its axis to vary the amount of adhesive supplied to the material. The material then passes to the rotating mandrel driven from the shaft and provided with a removable corner piece or other means by which the material can be clamped thereto and the finished article removed therefrom. The shaft of the mandrel is supported at one end in a swinging bearing allowing removal or replacement of the mandrels. The layers of material are pressed together on the mandrel by a roller covered with rubber, &c., and rotatably mounted in a frame pivoted at 57; the weight of the roller may be augmented by adjustable weights or, instead of the weight, the roller may be controlled by a spring. The roller is held out of contact with the mandrel by a spring-controlled and vertically adjustable latch adapted to engage a lug on the frame, and the latch may be adjusted so as automatically to engage the lug when the material has been wound to the desired thickness and serve as a signal to the operator. When several similar articles are to be wound on the same mandrel, the material is slit while under tension by a series of circular knives adjustably mounted on a shaft mounted in brackets on a shaft and driven from a pulley through an universal joint; the outer end of the shaft being mounted in a swinging bearing; the knives may bear upon a roller underneath the material. The knives are raised and lowered by operating a handle connected by a shaft to an arm on the shaft. In a modification the layers of the material are pressed together by an air blast, compressed air being supplied to a nozzle carried by a clamp vertically adjustable on a frame. An initial convolution is wound on the mandrel without coating with adhesive so that the finished article will have no adhesive on the inside or outside; the initial convolution may be of a different material.

The claims are:—

1. The method of forming hollow angular articles from sheet material by winding on a rotating mandrel, comprising the steps of producing slack in the sheet material, then applying tension to it, coating the sheet material with adhesive on one side while it is under tension, winding it on the mandrel while it is under tension, and pressing successive layers of sheet material into intimate contact while the sheet is being wound on the mandrel.
2. The method as set forth in claim 1, comprising the step of cutting the sheet material into strips while it is under tension and before it is wound on the mandrel.
3. The method as set forth in claim 1, comprising the step of cutting the sheet material into strips while it is under tension, but before the adhesive is applied thereto.
4. The method as set forth in claim 1, comprising the step of varying the tension applied to the sheet material in accordance with operating conditions.

Two sheets of drawings.

No. 1,957 of November 3, 1922.

Joseph Matthias de Mel.

"Improvements in sanitary buckets."

Abstract.—The applicant describes a form of conservancy bucket characterized by having a channel running round the rim of the bucket, the said channel being filled with water: a cylindrical ring attached to the edge of the lid dips into the water with the object of rendering the bucket gas tight.

The claims are:—

1. A bucket or receptacle for the collection and transportation of night soil provided with a channel running round about the top of the bucket, substantially as described and illustrated.
2. In a bucket or receptacle for the collection and transportation of night soil a lid having a lip which dips into the channel, claimed in the previous claim, and held up by a bead thus hermetically sealing the gas in the bucket, substantially as described and illustrated in the accompanying drawings.

One sheet of drawings.

W. N. RAE,
Registrar of Patents.

TRADE MARKS NOTICES.

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. 2,752.
- (2) Date of Receipt: October 28, 1922.
- (3) Applicant (Proprietor of the Trade Mark): SIDDAMARAKKALAGE JOSEPH FERNANDO AND SIDDAMARAKKALAGE PETER FERNANDO, carrying on business as THE NEW AERATED WATER MANUFACTORY, Mudiyansegewatta, Alutgama East, Bentota; Aerated Water Manufacturers.
- (4) Address for service in the Island if any: —
- (5) Class: Forty-four.
- (6) Goods: Aerated waters.

(7) Mark:



The essential particular of the Trade Mark is the distinctive label.

Registrar-General's Office,
Colombo, November 22, 1922.

M. S. SRESHTA,
Registrar-General.

96.51-211

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. 2,691.
- (2) Date of Receipt: July 3, 1922.
- (3) Applicant (Proprietor of the Trade Mark): WILTS UNITED DAIRIES, LIMITED (a Corporation organized under the laws of Great Britain), Bythesea road, Trowbridge, County of Wilts, England; Manufacturers and Importers.
- (4) Address for service in the Island: F. J. & G. de Saram, 13, Queen street, Fort, Colombo.
- (5) Class: Forty-two.
- (6) Goods: Condensed milk.
- (7) Mark:

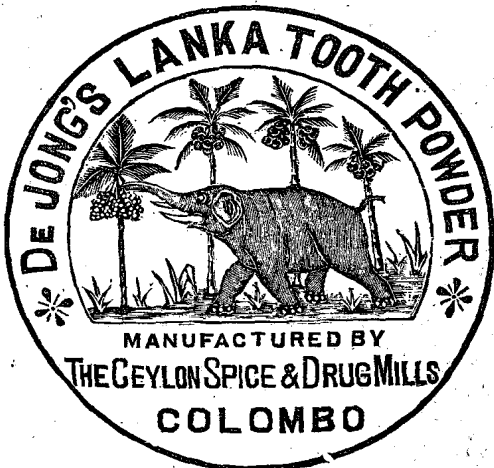


The applicants undertake not to use the cross device in red.

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

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. 2,721.
- (2) Date of Receipt: September 7, 1922.
- (3) Applicant (Proprietor of the Trade Mark): DR. MICHAEL JOSEPH JEROME DE JONG, carrying on business as "THE CEYLON SPICE AND DRUG MILLS," "Enderley," Union place, Slave Island, Colombo; Dentist.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-eight.
- (6) Goods: Preparations for the teeth.
- (7) Mark:



Registrar-General's Office, M. S. SRESHTA, Registrar-General, Colombo, November 1, 1922.

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. 2,741.
- (2) Date of Receipt: October 6, 1922.
- (3) Applicant (Proprietor of the Trade Mark): K. C. PERERA & CO., 54, Messenger street, Colombo, dealers in building materials.
- (4) Address for service in the Island, if any: —.
- (5) Class: Seventeen.
- (6) Goods: Portland cement.
- (7) Mark:



The translation of the Sinhalese characters appearing in the mark is "SHIELD BRAND CEMENT."

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

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. 2,754.
- (2) Date of Receipt: October 30, 1922.
- (3) Applicant (Proprietor of the Trade Mark): INSTITUT SERO-THERAPIQUE ET VACCINAL SUISSE-BERNE (a Joint Stock Company registered under the laws of the Republic of Switzerland), Leupenstrasse, 4A, Berne, Switzerland; Manufacturing Chemists.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Three.
- (6) Goods: Chemical substances prepared for use in medicine and pharmacy.
- (7) Mark:

LOSETIC

Registrar-General's Office, M. S. SRESHTA, Registrar-General, Colombo, November 22, 1922.

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. 2,759.
- (2) Date of Receipt: November 3, 1922.
- (3) Applicant (Proprietor of the Trade Mark): REGESAN, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), Trent street, Nottingham, England; Manufacturers and dealers in proprietary articles.

(4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.

(5) Classes: (a) Three; and (b) Forty-eight.

(6) Goods: (a) In class 3 in respect of chemical substances prepared for use in medicine and pharmacy; (b) in class 48 in respect of perfumery (including toilet articles, preparations for the teeth and hair, and perfume soap).

(7) Mark:

REGESAN

Registrar-General's Office,
Colombo, November 22, 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. 2,760.

(2) Date of Receipt: November 3, 1922.

(3) Applicant (Proprietor of the Trade Mark): BOOTS PURE DRUG COMPANY, LIMITED (a company incorporated under the laws of the United Kingdom of Great Britain and Ireland), 37, Station street, Nottingham, England; Merchants.

(4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.

(5) Class: Three.

(6) Goods: Chemical substances prepared for use in medicine and pharmacy.

(7) Mark:

FISHER MAID

Registrar-General's Office,
Colombo, November 22, 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. 2,761.

(2) Date of Receipt: November 3, 1922.

(3) Applicant (Proprietor of the Trade Mark): HARRY THOMAS ALFRED BECKER, 24 to 30, Bermondsey Wall, London, S.E., England; Merchant.

(4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.

(5) Class: Three.

(6) Goods: Chemical substances prepared for use in medicine and pharmacy.

(7) Mark:

DIMOL

Registrar-General's Office,
Colombo, November 22, 1922.

M. S. SRESHTA,
Registrar-General.