

Ceylon Government Gazette

Published by Authority.

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Part I. — General.

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

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NEW LAW REPORTS.—Part VI. of Vol. XXV. was issued on the 7th instant.

The INDEX to the Gazette for the Second Half-Year of 1923 was published in Gazette No. 7,390 of May 2, 1924.

PROCLAMATIONS BY THE GOVERNOR.

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

PROCLAMATION.

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

W. H. MANNING.

WHEREAS by section 28 of "The Courts Ordinance, 1889," as amended by Ordinance No. 36 of 1921, it is amongst other things enacted that Criminal Sessions of the Supreme Court shall be holden by one of the Judges thereof, or by a Commissioner of Assize duly appointed under the provisions of the said Ordinance, for each of the Circuits into which the Island is divided for the hearing, trying, and determining all prosecutions which shall be commenced against any person for or in respect of any crime or offence or alleged crime or offence—

For the Western Circuit, four times at least in each year at Colombo, and such other places in such Circuit, as the Governor, after previous consultation with the Judges, shall appoint; such Sessions commencing at Colombo on January 10, March 20, July 10, and October 10 in every year.

And whereas it appears to Us expedient to order that a Criminal Sessions shall be holden on the day hereinafter mentioned at Negombo, a place included within the said Western Circuit:

Now, therefore, know Ye that We, the Governor, for sufficient reasons to Us appearing, and after previous consultation with the Judges of the Supreme Court, do order and appoint that a Criminal Sessions of the Supreme Court shall be holden at Negombo, in the said Western Circuit, on or about Wednesday, May 21, 1924.

Given at Nuwara Eliya, in the said Island of Ceylon, this Fifth day of May, in the year of our Lord One thousand Nine hundred and Twenty-four.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

GOD SAVE THE KING.

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

PROCLAMATION.

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

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For the Western Circuit, four times at least in each year at Colombo, and such other places in such Circuit, as the Governor, after previous consultation with the Judges, shall appoint; such Sessions commencing at Colombo on January 10, March 20, July 10, and October 10 in every year.

And whereas it appears to Us expedient to order that a Criminal Sessions shall be holden on the day hereinafter mentioned at Kalutara, a place included within the said Western Circuit:

Now, therefore, know Ye that We, the Governor, for sufficient reasons to Us appearing, and after previous consultation with the Judges of the Supreme Court, do order and appoint that a Criminal Sessions of the Supreme Court shall be holden at Kalutara, in the said Western Circuit, on or about Tuesday, June 17, 1924.

Given at Nuwara Eliya, in the said Island of Ceylon, this Fifth day of May, in the year of our Lord One thousand Nine hundred and Twenty-four.

By His Excellency's command,

GOD SAVE THE KING.

CECIL CLEMENTI,
Colonial Secretary.

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

PROCLAMATION.

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

W. H. MANNING.

WHEREAS by section 28 of "The Courts Ordinance, 1889," as amended by Ordinance No. 36 of 1921, it is amongst other things enacted that Criminal Sessions of the Supreme Court shall be holden by one of the Judges thereof, or by a Commissioner of Assize duly appointed under the provisions of the said Ordinance, for each of the Circuits into which the Island is divided for the hearing, trying, and determining all prosecutions which shall be commenced against any person for or in respect of any crime or offence or alleged crime or offence—

For the Southern Circuit, twice at least in each year at Galle, and such other places in such Circuit, as the Governor, after previous consultation with the Judges, shall appoint; such Sessions commencing at Galle on April 25 and September 15 in every year.

And whereas it appears to Us expedient to order that a Criminal Sessions shall be holden on the day hereinafter mentioned at Matara, a place included within the said Southern Circuit:

Now, therefore, know Ye that We, the Governor, for sufficient reasons to Us appearing, and after previous consultation with the Judges of the Supreme Court, do order and appoint that a Criminal Sessions of the Supreme Court shall be holden at Matara, in the said Southern Circuit, on or about Tuesday, May 20, 1924.

Given at Nuwara Eliya, in the said Island of Ceylon, this Fifth day of May, in the year of our Lord One thousand Nine hundred and Twenty-four.

By His Excellency's command,

GOD SAVE THE KING.

CECIL CLEMENTI,
Colonial Secretary.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 195 of 1924.

WITH reference to the Notification dated December 5, 1923, published in the *Government Gazette* of December 14, 1923, it is hereby notified that HIS MAJESTY THE KING has been pleased to confirm the provisional appointment of the Hon. Mr. WILFRID THOMAS SOUTHOORN as a Nominated Official Member of the Legislative Council of Ceylon, in place of Mr. J. G. (now Sir JOHN) FRASER.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, May 5, 1924. Colonial Secretary.

No. 196 of 1924.

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

Mr. A. P. BOONE, District Judge, Galle, to be, in addition to his own duties, Assistant Collector of Customs, Galle, from May 1 to 31, 1924, during the absence of Mr. V. P. REDLICH, or until the resumption of duties by that officer.

Mr. ABRAHAM DIAS ABEYSINGHA to act as Commissioner of Requests and Police Magistrate, Galle; Additional District Judge, Galle; and Municipal Magistrate, Galle, from May 3, 1924, during the absence of Mr. R. A. H. DE VOS, or until the resumption of duties by that officer.

Mr. W. A. MUTTUKUMARU to act as Commissioner of Requests and Police Magistrate, Puttalam, and Additional District Judge, Puttalam, for May 3 and 4, 1924, during the absence of Mr. P. O. FERNANDO, or until the resumption of duties by that officer.

Mr. F. MARKUS to act at Dandugamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala for May 3 and 4, 1924, during the absence of Mr. H. L. HOPPER, or until the resumption of duties by that officer.

Mr. N. W. MORGAPPAH (Jnr.) to be, in addition to his own duties, Additional Police Magistrate, Kegalla, with effect from May 9, 1924, until further orders.

Mr. C. GIBBON to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Dumbara during the absence of Mr. BRUCE GIBBON from the Island.

Mr. G. ROSS BELL to be a Justice of the Peace and Unofficial Police Magistrate for the judicial district of Galle during the absence of Mr. A. C. HAYLEY from the Island.

Captain W. T. BRINDLEY to be a Justice of the Peace and Unofficial Police Magistrate for the Northern Province.

Mr. H. AITKENHEAD to be a Justice of the Peace and Unofficial Police Magistrate for the District of Badulla-Haldummulla during the absence of Mr. L. B. GOURLAY from the Island.

Mr. D. K. McMINN to be an Official Member of the Sanitary Board of the Kurunegala District under section 5 (1) (b) of Ordinance No. 18 of 1892, *vice* Mr. A. DE C. CARSON.

Messrs. J. TAYLOR and H. STOREY to be Visitors to the Matale Hospital for the year 1924.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, May 8, 1924. Colonial Secretary.

No. 197 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments, with effect from May 20, 1924, until such time as the Supreme Court Sessions to be held at Matara terminates:—

Mr. G. S. WODEMAN, Assistant Government Agent, Matara, to be, in addition to his own duties, Superintendent of the Prison at Matara.

Mr. J. R. G. BANTOCK, Assistant Superintendent of Police, Matara, to be, in addition to his own duties, Assistant Superintendent of the Prison at Matara.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, May 7, 1924. Colonial Secretary.

No. 198 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to post Lieutenant-Colonel FORBES GRIFFITH SAUNDER, V.D., to the retired list of the Ceylon Light Infantry with permission to retain his rank and wear the uniform of his Regiment, with effect from April 4, 1924.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, April 30, 1924. Colonial Secretary.

No. 199 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to approve that Lieutenants STANLEY FREDRICK DE SARAM and CECIL MORGAN YOUNG be struck off the strength of the Ceylon Light Infantry Reserve, with effect from April 28, 1924.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, May 6, 1924. Colonial Secretary.

No. 200 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 4 (1) of Ordinance No. 37 of 1921, to appoint Mr. R. F. BATTAMS to be a Member of the Estates Products Committee of the Board of Agriculture, *vice* Mr. A. P. WALDOCK.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, May 5, 1924. Colonial Secretary.

No. 291 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate Rev. Father J. B. MEARY to be a Member of the District School Committee, Colombo, under section 6 (d) of Ordinance No. 8 of 1907, *vice* Rev. Father J. JAMOAYS, resigned.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, May 5, 1924. Colonial Secretary.

No. 202 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. L. H. BARGATE to be an Additional Member of the District Road Committee, Kegalla, under the provisions of section 23 of Ordinance No. 10 of 1861, as amended by section 1 of Ordinance No. 10 of 1887, from April 1, 1924, for the remainder of the year 1924, *vice* Mr. H. FENNING.

Notification No. 138 dated April 3, 1924, and published in the *Government Gazette* No. 7,386 of April 4, 1924, is hereby cancelled.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, May 3, 1924. Colonial Secretary.

No. 203 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate J. C. RATWATTE, Dissawa, to be a Member of the District Schools Committee, Kandy, under sections 6 (d) and 8 of Ordinance No. 8 of 1907, *vice* Dr. W. A. DE SILVA.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, May 8, 1924. Colonial Secretary.

No. 204 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned gentlemen to be Visitors to the hospitals stated against their names for the year 1924 :—

Mr. H. E. CANDY	} Pimbura Hospital
Mr. F. H. GRIFFITH	
Mr. D. DAVIDSON	
Mr. L. M. W. WILKINS	} Neboda Hospital
Mr. C. E. A. DIAS	
Mr. H. L. WILLIAMS	} Ingiriya Hospital

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, May 7, 1924. Colonial Secretary.

No. 205 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned gentlemen, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to be Inquirers for the divisions noted against their names :—

Name.	Division.
Mr. S. Obeysekera	Kandaboda pattu, Matara
Mr. S. B. Wijesinha	Morawak korale

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, May 8, 1924. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint KUDA BANDA PALUGASWEWA to act as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of Anuradhapura District of the North-Central Province for a fortnight, with effect from April 28, 1924, *vice* D. C. DE SILVA, on leave. His office will be at Polonnaruwa.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, April 28, 1924. Colonial Secretary.

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

MUDIANSSELAGE PUNCHIAPPUHAMY DIYAGAMA to act as Additional Registrar of Lands, Colombo, for three days from May 6, 1924, during the absence of the Additional Registrar, E. A. JAYASEKERA, on leave.

MAILVAGANAM SANMUGAM to act as Registrar of Lands, Mullaivivu, for six days from May 5, 1924, during the absence of the Registrar, R. K. ARULAMPALAM, on leave.

Registrar-General's Office, H. W. CODRINGTON,
Colombo, May 3, 1924. Registrar-General.

IT is hereby notified that I have confirmed the appointment of WEERASINGHE MUDIANSSELAGE DINGIRI BANDA WEERASINGHE as Registrar of Births and Deaths of Medapattu korale division and of Marriages (Kandyan and General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province. His office will be at Naranganuwa.

Registrar-General's Office, H. W. CODRINGTON,
Colombo, April 29, 1924. Registrar-General.

IT is hereby notified that I have appointed Dr. EDWIN WALTER SCHARENGUIVEL as Medical Registrar of Births and Deaths of Colombo Municipality No. 1 division, in the Colombo District of the Western Province, with effect from May 5, 1924, *vice* Dr. F. KEYT. His office will be at the Port Surgeon's Office, Fort, Colombo.

Registrar-General's Office, H. W. CODRINGTON,
Colombo, May 5, 1924. Registrar-General.

IT is hereby notified that JAMES FERNANDO, Medical Registrar of Births and Deaths of Kandy Municipality division, in the Kandy District of the Central Province, will, with effect from May 1, 1924, hold his office at No. 6, Victoria drive, Kandy, instead of at No. 24, Trincomalee street, Kandy, as notified in the *Government Gazette* No. 7,224 of November 11, 1921.

Registrar-General's Office, H. W. CODRINGTON,
Colombo, May 6, 1924. Registrar-General.

IT is hereby notified that I have appointed JAMES WILLIAM KIRBY to act as Deputy Medical Registrar of Births and Deaths of Nawalapitiya town division, in the Kandy District of the Central Province, for thirty days, with effect from May 2, 1924, *vice* W. V. FERNANDO, on leave. His office will be at Government Hospital, Nawalapitiya.

Registrar-General's Office, H. W. CODRINGTON,
Colombo, May 2, 1924. Registrar-General.

IT is hereby notified that I have appointed BADDEGAMA VIDANERALLAGE DON DAVITH ABEYWARDANA (provisionally) as Registrar of Births and Deaths of Induruwa division and of Marriages (General) of Bentota-Walalla-witi korale division, in the Galle District of the Southern Province, with effect from May 1, 1924, *vice* G. F. DE ALWIS GUNATILLAKA, deceased. His office will be at Pabiyangewatta at Galboda in Induruwa.

Registrar-General's Office, H. W. CODRINGTON,
Colombo, April 26, 1924. Registrar-General.

IT is hereby notified that I have appointed KANDAPPAN SANGARAPILLAI as Deputy Medical Registrar of Births and Deaths of Batticaloa town division, in the Batticaloa District of the Eastern Province, with effect from April 25, 1924, *vice* S. THAMBIPILLAI, transferred. His office will be at the Civil Hospital, Batticaloa.

Registrar-General's Office, H. W. CODRINGTON,
Colombo, April 25, 1924. Registrar-General.

IT is hereby notified that I have appointed Dr. IRVING ALOYSIUS SENANAYAKA (M.R.C.S. Eng., L.R.C.P. Lond.) to act as Deputy Medical Registrar of Births and Deaths of Kegalla town division, in the Kegalla District of the Province of Sabaragamuwa, for twenty-eight days, with effect from May 8, 1924, *vice* Deputy Medical Registrar, E. F. E. P. JAYAWARDANA, on leave. His office will be at the Hospital, Kegalla.

Registrar-General's Office, H. W. CODRINGTON,
Colombo, May 5, 1924. Registrar-General.

IT is hereby notified that RICHARD NAVARATNAM LAWRENCE, Registrar of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, will, with effect from May 1, 1924, cease to visit his station at Chavakachcheri, as notified in the *Government Gazette* No. 6,991 of January 24, 1919.

Registrar-General's Office, H. W. CODRINGTON,
Colombo, May 3, 1924. Registrar-General.

WITH reference to the notification published in *Government Gazette* No. 6,944 of May 24, 1918, it is hereby notified that R. B. UKKU BANDA, Registrar of Births and Deaths of Nilgala division and of Marriages (General and Kandyan) of Wellassa division, in the Badulla District of the Province of Uva, will, with effect from May 1, 1924, have two additional offices, one at Pailegama on the 7th and 10th, and another at Mullegama on the 8th and 9th of each month. The notification dated April 7, 1924, appearing in *Gazette* No. 7,387 of April 11, 1924, is hereby cancelled.

Registrar-General's Office, H. W. CODRINGTON,
Colombo, May 1, 1924. 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 NAHALLAGE WIJESENA GUNARATNA ABAYAWARDANA to act as Registrar of Births and Deaths of Kesbewa division and of Marriages (General) of Pallepattu of Salpiti korale division, in the Colombo District of the Western Province, for twenty-seven days from May 5, 1924, during the absence of the Registrar, DON JOHN ISAAC GUNARATNA ABAYAWARDANA, on leave. His office will be at Delgahawatta in Kondurawa and station at Delgahawatta in Wewala.

The Assistant Provincial Registrar, Kandy, has appointed PUNCHI BANDA ANGUNAWALA to act as Registrar of Births and Deaths and of Marriages (General) of Uduuwara No. 2 division, in the Kandy District of the Central Province for four days from May 12, 1924, during the absence of the Registrar, L. B. ANGUNAWALA, on leave. His office will be at Diddeniyegedarawatta at Angunawala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed ALWIN PEIRIS MALALASEKERA to act as Registrar of Marriages (General) of Kalutara totamuna division, in the Kalutara District of the Western Province, on April 29, 1924, during the absence of Registrar, A. A. HAPUGODA, on other duty. His office will be at the Kalutara Kachcheri.

The Additional Assistant Provincial Registrar, Galle, has appointed SAMUEL MENDIS WICKREMESINGHE to act as Registrar of Marriages (General) of Four Gravets of

Galle and Akmimana division, in the Galle District of the Southern Province, for ten days from May 1, 1924, *vice* Registrar, J. R. WEERASEKERA, transferred. His office will be at Galle Kachcheri.

The Additional Assistant Provincial Registrar, Galle, has appointed DODAMPEGAMAGEI DON DINES DE SILVA to act as Registrar of Births and Deaths of Kottawa division and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on May 1, 1924, during the absence of the Registrar, V. JEERIS DE SILVA, on leave. His office will be at Talagahawatta in Tellambure.

The Additional Assistant Provincial Registrar, Galle, has appointed MARTHENIS WEERASEKERA to act as Registrar of Births and Deaths of Yatalamatta division and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, on May 2, 1924, during the absence of the Registrar, D. C. WEERASEKERA, on leave. His office will be at Gankandewatta in Keppitiyagoda.

The Additional Assistant Provincial Registrar, Galle, has appointed ISMAIL LEBBE OMAR to act as Registrar of Births and Deaths of Galle town division, in the Galle District of the Southern Province, for four days from May 9, 1924, during the absence of the Registrar, E. A. JAYASEKERA, on leave. His office will be at No. 36, Lighthouse street, Fort, Galle.

The Additional Assistant Provincial Registrar, Galle, has appointed KALUHATH REBEL DE ABRREW to act as Registrar of Births and Deaths of Kosgoda division and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province on May 9, 1924, during the absence of the Registrar, B. A. DE Z. JAYATIKALA, on leave. His office will be at Galeliyadda in Nape.

The Additional Assistant Provincial Registrar, Hambantota, has appointed MARAKKALAGE CHARLES DE SILVA to act as Registrar of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for eight days from April 23, 1924, during the absence of the Registrar, D. M. DHARMA SURIYA, on leave. His office will be at the Police Court, Hambantota.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON HENDRICK AMARASINGHA to act as Registrar of Births and Deaths of Tihawa division and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for four days from April 30, 1924, during the absence of the Registrar, A. DE S. WICKRAMANAYAKA, on leave. His office will be at Inginiyangahawatta in Punchedikurugoda (Tihawa).

The Assistant Provincial Registrar, Jaffna, has appointed ANANTAR ARUMUKAM to act as Registrar of Births and Deaths and of Marriages (General) of Tunukkary division, in the Jaffna District of the Northern Province, for thirty days from May 1, 1924, during the absence of the Registrar, A. ANANTAR, on leave. His office will be at Puliyaivalavu in Alankulam.

The Assistant Provincial Registrar, Mannar, has appointed PHIEPUPILLAI SOOSAPILLAI to act as Registrar of Marriages (General) of Mannar Island division, in the Mannar District of the Northern Province, for ten days from May 2, 1924, during the absence of the Registrar, S. VRASPILLAI, on leave. His office will be at the Land Registry, Mannar.

The Assistant Provincial Registrar, Mullaitivu, has appointed VINASITAMBY MUTTUCUMARU to act as Registrar of Births and Deaths of Melpattu north division and of Marriages (General) of Mulliyavalai and Melpattu north division, in the Mullaitivu District of the Northern Province, for eight days from May 1, 1924, during the absence of the Registrar, S. U. RASASEGARAR, on leave. His office will be at Udayar's Walawa, Oddusuddan.

The Assistant Provincial Registrar, Trincomalee, has appointed KASINATHER AMBALAVANAPILLAI to act as Registrar of Births and Deaths of Tamblegam East division and of Marriages (General) of Tamblegam pattu division, in the Trincomalee District of the Eastern Province, for eight days from April 26, 1924, during the absence of the Registrar, K. S. KANTAIYA, on leave. His office will be at Kalivalavu in Sinnakkiniyai.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed WALTER DANIEL MIGEL PERERA to act as Registrar of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for thirty days from May 1, 1924, *vice* Registrar S. M. WICKREMESINGHE, transferred. His office will be at the Kachcheri, Kurunegala.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed ABRAHAM MENDIS ABEYESEKERA 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 fifteen days from May 1, 1924, during the absence of the Registrar, W. D. M. W. SENANAYAKA, on leave. His office will be at Kosgahawatta, Madampe.

The Assistant Provincial Registrar, Puttalam and Chilaw, has appointed MARMUTHU MUTHUSUPPIAHPIILLAI to act as Registrar of Births and Deaths of Anawilundun pattu north of Sengal-oya A division and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for thirty days from May 1, 1924, *vice* the Registrar, A. NALLAVAIRAN-PILLAI, dismissed. His office will be at Pulichakulam.

The Assistant Provincial Registrar, Puttalam and Chilaw, has appointed A. R. DE S. WIKKRAMATILLEKE to act as Registrar of Births and Deaths of Puttalam pattu south division, in the Puttalam District of the North-Western Province, for thirty days from May 1, 1924, *vice* Registrar, V. RAMALINGAM, resigned. His office will be at Madurankuly.

The Assistant Provincial Registrar, Badulla, has appointed PUNCHI BANDA MUDANNAYAKA to act as Registrar of Marriages (General) of Yatikinda division, in the Badulla District of the Province of Uva, for fifteen days from May 1, 1924, *vice* Registrar, H. W. RANATUNGA, transferred. His office will be at the Badulla Kachcheri.

The Assistant Provincial Registrar, Kegalla, has appointed JAYAWARDENA BANDA SENANAYAKA to act as Registrar of Births and Deaths of Kandua pattuwa division and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for thirty days from May 1, 1924, during the absence of the Registrar, MOHOTTAPPUHAMI, on leave. His office will be at Migahamulahenewatta in Telijagoda.

Registrar-General's Office,
Colombo, May 6, 1924.

H. W. CODRINGTON,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

“THE EXCISE ORDINANCE, NO. 8 OF 1912.”

HIS Excellency the Governor has been pleased to appoint Mr. B. E. Bartholomeusz to be a Member of the Excise Advisory Committee for the Badulla Local Board area for the remaining period ending September 30, 1924, *vice* Mudaliyar G. E. Weerakoon, resigned.

Colonial Secretary's Office,
Colombo, May 2, 1924.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

“THE EXCISE ORDINANCE, NO. 8 OF 1912.”

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of “The Excise Ordinance, No. 8 of 1912,” to appoint Mr. A. M. G. Trotter to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance during the absence of Major Harold North from the Island.

Colonial Secretary's Office,
Colombo, May 2, 1924.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

OIL INSTALLATIONS SCHEME AT COLOMBO.

IT is hereby notified for general information that the following charges will be levied from the date hereof in connection with the Oil Installations Scheme at Colombo:—

Rs. 12 per 1,000 gallons on all petroleum, whether fuel, oil, kerosine, or petrol imported in bulk or transhipped at Colombo.

Rs. 3 per 1,000 gallons working and maintenance charge.

½ cent per ton on the gross tonnage of the vessel for every six hours or part thereof during which a vessel is berthed alongside the Oil Jetties for purposes other than discharging or bunkering petroleum in bulk. Vessels discharging or bunkering petroleum in bulk at the Oil Jetties, and at the same time unloading or loading any of the cargo on, to, or from the jetties, will also be charged at the same rate for the time occupied in the unloading or loading of such other cargo.

The Notification dated August 24, 1922, published in *Government Gazette* No. 7,278 of August 25, 1922, as altered by Notification dated May 31, 1923, published in *Government Gazette* No. 7,331 of June 1, 1923, and Notification dated November 27, 1923, published in *Government Gazette* No. 7,363 of November 30, 1923, are hereby cancelled.

Colonial Secretary's Office,
Colombo, May 9, 1924.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

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

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

2. All schedules to previous Notifications are hereby cancelled.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 2, 1924.

CECIL CLEMENTI,
Colonial Secretary.

SCHEDULE

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

Western Province.

Colombo-Avissawella road (*vid* Urugodawatta) with exception of bridge No. 61 at 22½ milepost.
Colombo-Kalutara-Bentota road.
Colombo-Peradeniya-Kandy road.
Horana-Alutgama road (with exception of the Anguruwatota ferry and Welipenne bridge on the 22nd mile).

Central Province.

Annfield road.
Bathford Valley road.
Colombo-Kadugannawa-Peradeniya-Kandy road.
Dotale road.
Gampola-Nawalapitiya road (speed not to exceed 4 miles an hour over the arched bridges near 13½ at Gampola, 18½ at Ulapane, and 19½ mileposts).
Hatton-Norwood bridge road.
Hatton-Talawakele road.
Kandy-Gampola-Pussellawa road (with the exception of the Gampola bridge).
Kandy-Rangalla road *vid* Dumbara Valley, Rajawella, and Teldeniya.
Nawalapitiya-Hatton road up to the 5th milepost.
Nawalapitiya-Kotmale road (to Talawakele).
Peradeniya-Deltota road.
Strathdon-Fruithill-Hatton road.
Talawakele-Lindula-Agrapatana road.
Talawakele-Watagoda road up to West Holyrood estate factory.
Tispene road.
Wattagama Railway Station *vid* Madulkele up to the Daluk-oya bridge on 20½ to 20½ mile, Huluganga-Bambara-ela road.
Wattagama *vid* Teldeniya to Nugatenna Gap. (*Note*.—A lorry of greater height than 8 feet 9 inches cannot pass under the aqueduct near the 16th milepost).

Southern Province.

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

Province of Uva.

Badulla-Bibile road.
Bandarawela-Badulla road.
Bandarawela-Haputale-Haldummulla road (speed not to exceed 4 miles per hour over bridge No. 158 near the 107½ milepost).
Bandarawela-Leangahawela-Poonagala road.
Bandarawela-Welimada road.
Dikwella-Madulla road.
Haldummulla-Koslanda-Wellawaya-Moneragala road.
Koslanda-Poonagala road.
Kumbalwela-Passara road.
Naula-Spring Valley road.
Passara-Madulsima road.

Province of Sabaragamuwa.

Approach roads to Ratnapura Railway Station and Goods Shed (with exception of Church road).
Colombo-Kegalla-Peradeniya-Kandy road.
Dehiowita-Deraniyagala road up to the 2½ milepost.
Ellearawa-Pinnawela Branch road.
Karawanella-Glenalla road.
Polgahawela-Kegalla road.
Ratnapura-Kuruwita road (*vid* Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).
Ratnapura-Pelmadulla-Balangoda road up to the Ellearawa-Pinnawela road junction on 86th mile (*vid* Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).
Ratnapura-Pelmadulla-Rakwana road (*vid* Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).

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

Western Province.

Colombo *vid* Negombo and Marawila to Madampe (speed not to exceed 4 miles per hour across Mabile temporary bridge at 6½ mile) .. 3½
Hanwella-Labugama road .. 4½
Horawala-Moragala road .. 4½
Katukurunda-Nagoda-Matugama Agalawatta road .. 4½
Mirigama (Railway Station) up to but not across Giriulla bridge .. 4
Nagoda-Neboda road .. 3
Padukka-Bope-Ingiriya-Nambapana road .. 3
Panadure-Ingiriya-Nambapana road (with exception of Bolgoda bridge on the 5th mile) .. 3
Tebuwana-Anguruwatota road .. 3
Veyangoda-Ruanwella road .. 4½

Central Province.

Brookside-High Forest road .. 4½
Craighead-Somerset road .. 3
Dambulla-Habarana road .. 3
Deltota-Hewaheta-Rikiligasgoda road .. 4½
From Daluk-oya bridge, 20½ to 20½ mile, Huluganga-Bambara-ela road to Bambara-ela .. 3
Glenlyon-Preston road (at a speed of not more than 3 miles per hour over Torrington bridge) .. 4½
Golohenwatta-Yatawatta road .. 3
Gorge Valley road up to the bridge on Henford estate .. 4½
Iriyagama-Aladeniya road, 2nd to 6th mile .. 3
Kalalpititiya-Ukuwella road .. 3
Kandy-Matale-Nalande-Dambulla road (4½ tons up to but not over Katugastota bridge) .. 3
Kandy-Rikiligasgoda-Padiapellella-Mulhalkele road (with the exception of the Mulhalkele bridge, Kurundu-oya) .. 4½
Katugastota-Galagedera road .. 4½

Weight allowed
Tons.

Katugastota-Wattagama road .. 4½
Lindula-Nanuoya-Nuwara Eliya road .. 4½
Madulkele-Kabaragala road .. 4½
Maskeliya road:—
(a) Glenugie-Upecot road .. 3
(b) Maskeliya to Cruden .. 3
(c) Maskeliya to Moray .. 2½
(d) Norwood bridge to Maskeliya .. 3
(e) Norwood-Upecot road (2½ tons only permissible across the temporary bridge at 1st milepost) .. 3
Nawalapitiya-Dolosbage road .. 3
Nawalapitiya-Hatton road from the 5th mile to Dunbar bridge (*vid* Abbotsleigh) .. 3
Norwood bridge-Campion road .. 4½
Nuwara Eliya town: The following roads within the limits of the Board of Improvement, Nuwara Eliya, not mentioned elsewhere in the list:—
(a) Lady McCallum's Drive .. 4½
(b) Lawson street .. 4½
(c) Moon Plains road (the War Memorial to Badulla road junction) .. 4½
(d) New Bazaar street .. 4
(e) Queen's Cottage to Hawa Eliya *vid* Kachcheri corner (excluding culvert at Holy Trinity Church junction) .. 4½
Nuwara Eliya-Uda Pussellawa road .. 4½
Nuwara Eliya-Welimada road (closed to motor lorry traffic from 53½ to 55 mileposts, temporarily) .. 4½
Oonanagala-Madulkele road (P. W. D.) .. 4½
Padiyapellella-Ellamulla road .. 4½
Palapattiwela-Galawela road .. 3
Pupuressa road .. 4½
Pussellawa-Ramboda-Nuwara Eliya road .. 4½
Rattota road .. 3
St. Margaret's-Kirklees Branch road .. 4½
Ulapane-Riverside road .. 5
Wallaha road .. 3
Wanarajah Branch road (up to but not over Castlereagh bridge) .. 4½
Watagoda-Tawalantenna road:—
(a) Tawalantenna to Pundaluoya (with the exception of the Sangilipalam bridge on the 34th mile) .. 3
(b) Watagoda to Pundaluoya .. 3½
Southern Province.
Ambalangoda-Elpitiya road .. 4½
Beliatla-Tangalla road .. 4
Dikwella-Beliatta road .. 4
Dodanduwa-Halpatota road .. 2
Hikkaduwa-Halpatota road .. 2
Matara-Hambantota road .. 4
Wellawaya-Hambantota road .. 3
Eastern Province.
Batticaloa-Kalkudah road .. 3
Batticaloa-Kalmunai road .. 3
Bibile-Batticaloa road .. 3
North-Western Province.
Alawwa-Dampelessa road .. 3½
Colombo *vid* Negombo-Marawila-Chilaw-Puttalam road .. 3½
Galagedera-Kurunegala road .. 4½
Kurunegala-Dambulla road to 20th milepost .. 3½
Kurunegala-Narammala road .. 3½

	Weight allowed. Tons.		Weight allowed. Tons.		Weight allowed. Tons.
Kurunegala-Nikaweratiya road (2 tons only permissible over Maguru-oya bridge on 6th mile from Kurunegala)	3	<i>North-Central Province.</i>		Awissawella-Ratnapura road (speed not to exceed 4 miles per hour over Getahetta and Kuruwita bridges on the 33rd and 48th miles, respectively)	3
Kurunegala-Polgahawela road	3	Dambulla-Habarana road	3	Balangoda-Chetnole road	4½
Maharagama-Polgahawela road	4	Habarana-Topawewa road up to 13th mile	3	Dela-Karawita road	4
Mallowapitiya-Rambodagala road	4½	<i>Province of Uva.</i>		Heningford road	4½
Negombo <i>via</i> Dankotuwa-Giriulla-Narammala-Kuliyapitiya to Madampe (2 tons gross weight only allowed on the temporary bridge on the 33rd mile, Kuliyapitiya-Madampe road)	4	Badulla-Taldena road to 1st milepost	2	Karandupone-Rambukkana road	3½
Kurunegala town: The following roads within the limits of Kurunegala Local Board, not mentioned elsewhere in this list:—		Bibile-Alutnuwara road up to the 5th milepost	3½	Kegalla-Bulatkohupitiya road	3
(a) Bazaar street	4½	Bibile-Batticaloa road	3½	Kendangamuwa-Woodend road	4½
(b) Edinburgh street and Approach road to the Railway Station	4½	Dikwella-Welimada road	2	Malwala ferry road	4½
(c) Getuwana Circular road	4	Haputale-Diyatalawa road	2	Rakwana to Springwood estate bungalow	4½
		Welimada-Nuwara Eliya road	4½	Rambukkana-Aranayaka road	3
		Wellawaya-Hambantota road	3	Ratnapura-Nambapana road	3
				Ruanwella-Veyangoda road	4½
				Watapota road	3
		<i>Province of Sabaragamuwa.</i>		Yatiantota-Ardross road (with exception of the causeway on Kelani estate)	3
		Awissawella-Ginigathena road, except bridge on the 42nd mile (Yatiantota)	4½	Yatiantota-Kitulgala road	4½
				Yatiantota-Polatagama road	3

IN pursuance of Land Lease Regulations Nos. 59 and 60, notice is hereby given that an application has been received from the Lafayette Rubber Estates, Limited, for the lease, without competition, for the purpose of rubber cultivation, and for a term of 99 years, of the Crown land called Siyambalagunehenyaya, Siyambalagunelanda, Polgaspitiyapatana, and Polgaspitiyamukalana, shown as lots 129, 129, 129½, 4166, 4167, and 4168 in preliminary plan 1,286, situated in the village of Siyambalagune, in Wellawaya korale of Wellawaya division in the District of Badulla, Province of Uva, containing in extent 473 acres 3 roods and 39 perches, exclusive of roads and reservations on either side of them, a stream, channel, abandoned path, Polgaspitiya-ara, Mala-ara, and Diyatawa-ara passing through the land, lots 3, 4, 5, 6, 7, and 8 in preliminary plan 1,890, lots 1 and 2 in preliminary plan 2,319, lots 1 to 3 in preliminary plan 2,009, lots K129, L129, M129, and N129 in preliminary plan 1,286, and title plan 185,019. The boundaries of the lots are shown in the schedule below. It is proposed to grant this application on the following grounds, unless valid reasons to the contrary are adduced to the satisfaction of His Excellency the Governor within six weeks from the date hereof:—

1. To encourage the opening of the land in an outlying and undeveloped portion of the Province, to which there is no access by cart road.
2. To permit the Company to extend its operations in this area, where it is already opening up two other blocks adjacent to the land now applied for.
3. The new lease is merely a revival on less favourable terms of a lease in favour of the same Company which was cancelled for failure to cultivate specific areas annually as required by that lease, and includes small portions of the estate which they still hold on leases.

Colonial Secretary's Office,
Colombo, May 6, 1924.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

SCHEDULE REFERRED TO.

- On the north by Siyambalagunehenyaya claimed by C. P. Wijekon, Polgaspitiyaland claimed by the Crown, and lots 2 and 1 in preliminary plan 1,890.
On the east by the reservation along Ambadanda-ara.
On the south by the reservation along Medagama-ara and lots 11 and 9 in preliminary plan 1,890.
On the west by the reservation along Medagama-ara and the Indikadulla-ara.

“THE VILLAGE COMMUNITIES ORDINANCE, 1889.”

RULES made by the Village Committees of the Weligam korale in the Matara District under sections 6 and 16 of “The Village Communities Ordinance, 1889,” and approved by His Excellency the Governor with the advice of the Executive Council, and published in terms of section 7 of the said Ordinance.

Colonial Secretary's Office,
Colombo, May 8, 1924.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

RULES REFERRED TO.

1. The Notification dated October 8, 1923, in *Government Gazette* No. 7,354 of October 12, 1923, is hereby cancelled as regards Weligam korale.
2. Rule 120 of the rules published by Notification dated May 11, 1905, in *Government Gazette* No. 6,053 of May 19, 1905, is hereby amended by the deletion of the words “The term ‘gambling’ includes lotteries” in the last line thereof.

"THE VILLAGE COMMUNITIES ORDINANCE, 1889.

RULE made by the Village Committee of Madiha subdivision of the Four Gravets of the Matara District under sections 6 and 16 of "The Village Communities Ordinance, 1889," and approved by the His Excellency the Governor with the advice of the Executive Council, and published in terms of section 7 of the said Ordinance.

Colonial Secretary's Office,
Colombo, May 8, 1924.

By His Excellency's command,
CECIL CLEMENTI,
Colonial Secretary.

RULE REFERRED TO.

Rule 59 of the rules published by Notification dated April 20, 1906, in *Government Gazette* No. 6,118 of May 4, 1906, is hereby amended by the deletion of the words "The term 'gambling' includes lotteries" in the last line thereof.

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

RULE made by the Village Committee of Godagama subdivision of the Four Gravets of the Matara District under sections 6 and 16 of "The Village Communities Ordinance, 1889," and approved by His Excellency the Governor with the advice of the Executive Council, and published in terms of section 7 of the said Ordinance.

Colonial Secretary's Office,
Colombo, May 8, 1924.

By His Excellency's command,
CECIL CLEMENTI,
Colonial Secretary.

RULE REFERRED TO.

Rule 59 of the rules published by Notification dated April 20, 1906, in *Government Gazette* No. 6,118 of May 4, 1906, is hereby amended by the deletion of the words "The term 'gambling' includes lotteries" in the last line thereof.

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

Name.	Pensionable Appointment.	Seconded Service.
Mr. K. D. Ulrich	Officer in Class III., Grade II., of the Draughtsmen's Scheme of the Public Works Department	Temporary Draughtsman, Lake Development Scheme

Colonial Secretary's Office,
Colombo, May 8, 1924.

By His Excellency's command,
CECIL CLEMENTI,
Colonial Secretary.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by the Governor in Executive Council, under section 7 of Ordinance No. 35 of 1908, as amended by Ordinance No. 10 of 1923, and declared to be in force from July 1, 1924:—

RULE.

The scale of charges for the use of the telephone trunk line between Chilaw Post Office and the other stations named below shall be as follows:—

Scale of Charges for 3 Minutes' Conversation.

Note.—An additional fee of 10 cents is charged for the use of the Call Office.

	Rs. c.		Rs. c.
Between Chilaw and Kochchikade, Neg mb, and Wennappuwa	0 25	Kundasale, Lochnagar, Madulkele,* Matale, Matara, Nawalapitiya, Panwila,* Pussellawa, Rangala, Rattota, Somerset, Teldeniya, Wattedgama, and Weligama	1 50
Colombo, Dehiwala, Kelaniya, Kotte, Ragama, and Wattala	0 50	Agrapata, Bogawantalawa, Hakmana, Hatton, Kamburupitiya, Kotagala, Maskeliya, Norwood, Radella, Talawakele, Tillicoultry, Watagoda, and Watawala	1 75
Bandaragama, Horana, Kalutara, Kesbawa, Moratuwa, Padukka, Panadure, and Wadduwa	0 75	Kandapola, Maturata, Nanu-oya, Nuwara Eliya, Pundaluoya, Ragalla, and Uda Pussellawa	2 0
Ambalangoda, Avissawella, Beruwala,* Ingiriya, Kegalla, Neboda, Paiyagala, Polgahawela, and Tebuwana	1 0	Bandarawela, Diyatalawa, Gollconda, and Haputale	2 25
Baddegama, Elpitiya, Galle, Kandy, Kandy-sub, Kurunegala, Magalle, Peradeniya, and Ratnapura	1 25		
Elkaduwa, Galagedra, Galaha, Gampola, Habaraduwa, Hewaheta, Katugastota, Kotmale,			

* To be opened shortly.

Colonial Secretary's Office,
Colombo, May 8, 1924.

By His Excellency's command,
CECIL CLEMENTI,
Colonial Secretary.

Rule made by the Governor in Executive Council under Article XXXVIII. of "The Ceylon (Legislative Council) Order in Council, 1923."

RULE.

RULE 3 of the rules made under the aforesaid Order in Council, and published by Notification dated March 17, 1924, in *Government Gazette* No. 7,382 of March 21, 1924, is amended by adding the following as sub-rule (4) :—

- (4) Provided further that where electors are unable at an election to reach their polling places from their places of residence without crossing the sea or a branch or arm thereof, this rule shall not prevent the provision of means for conveying such electors by sea to their polling places, and the amount of payment for such means of conveyance may be in addition to the maximum amount of expenses allowed by these rules.

Colonial Secretary's Office,
Colombo, May 8, 1924.

By His Excellency's command,
CECIL CLEMENTI,
Colonial Secretary.

"THE STAMP ORDINANCE, 1909."

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

Colonial Secretary's Office,
Colombo, May 8, 1924.

By His Excellency's command,
CECIL CLEMENTI,
Colonial Secretary.

COMPANY REFERRED TO.

The A and E Motor Transport, Limited.

"THE STAMP ORDINANCE, 1909."

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

Colonial Secretary's Office,
Colombo, May 8, 1924.

By His Excellency's command,
CECIL CLEMENTI,
Colonial Secretary.

COMPANY REFERRED TO.

The Macaldeniya Tea and Rubber Company, Limited.

"THE STAMP ORDINANCE, 1909."

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

Colonial Secretary's Office,
Colombo, May 8, 1924.

By His Excellency's command,
CECIL CLEMENTI,
Colonial Secretary.

COMPANIES REFERRED TO.

The Burnside (Ceylon) Tea Estates, Limited.
Girindi Ella Tea Company, Limited.

"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 Governor in Executive Council has been pleased to declare that the under-mentioned road is unsuitable for motor vehicles exceeding 2 tons in weight when fully loaded and equipped.

Colonial Secretary's Office,
Colombo, May 8, 1924.

By His Excellency's command,
CECIL CLEMENTI,
Colonial Secretary.

ROAD REFERRED TO.

Batticaloa-South Coast road, south of Kalmunai.

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified in terms of the rule relating to ferries framed under section 6 (1) of Ordinance No. 24 of 1889 by the Committees elected by the inhabitants of the Chief Headmen's divisions of Nawadun, Atakalan, Kolonna, Kuruwiti, Kukul, Kadawata, and Meda korales in the Ratnapura District, Province of Sabaragamuwa, and published in *Government Gazette* No. 6,528 of October 25, 1912, that by the consent of the Village Committee of the Meda pattu of Nawadun korale, and with the approval of the Government Agent of the Province of Sabaragamuwa, a ferry over the river Wey-ganga has been constructed at Tembilipata on the footpath from Hakamuwa to Batugedara in the Meda pattu of Nawadun korale in Ratnapura District in the Province of Sabaragamuwa.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 1, 1924.

CECIL CLEMENTI,
Colonial Secretary.

THE following communiqué regarding certain alterations in the procedure for issuing recruiting licenses is issued for the general information of employers:—

1. *Lost Licenses.*—The following notification under rule 61 of the Indian Emigration Rules, 1923, has been made by the Governor-General of India in Council:—

No. 299.

GOVERNMENT OF INDIA.

DEPARTMENT OF EDUCATION, HEALTH, AND LANDS. (OVERSEAS.)

Delhi, March 26, 1924.

Notification.

In exercise of the powers conferred by rule 61 of the Indian Emigration Rules, 1923, the Governor-General in Council is pleased to direct that the following further amendment shall be made in the notification of the Government of India in the Department of Revenue and Agriculture No. 213—Emigration, dated March 10, 1923, namely:—

To substituted rule 8 set forth in paragraph 2 of the said notification, the following sub-rule shall be added after sub-rule (7), namely:—

"(8) Where a kangany loses his license before the total number for which recruitment is permissible under the license is completed, the Emigration Commissioner may cancel the original license and issue a new license for the remaining number of recruits. He shall, at the same time, inform the District Magistrate of the District in which the kangany is authorized to operate as well as the protectors at the ports from which emigration is permitted."

(Signed) M. S. D. BUTLER,
Secretary to the Government of India.

In future, therefore, the temporary procedure with regard to lost licenses (set out at page 4 of the Ceylon Labour Commission Monthly Review for January, 1924) will be discontinued, and duplicate licenses to replace lost licenses will in future be issued by the Emigration Commissioner. Any kangany or recruiter losing a license should report the loss directly either to the Emigration Commissioner or to the Labour Commission Agency on which he is operating. The Emigration Commissioner will thereupon make any necessary inquiries, and, if he is satisfied that the license is lost, will issue a new license in its place. Such new license will enable the kangany to recruit only the balance of emigrants remaining available on the lost license.

All correspondence and inquiries with regard to any license lost after it has been endorsed in Ceylon and dispatched to South India should in future be addressed to the Ceylon Emigration Commissioner, Trichinopoly, and not to the Controller of Indian Immigrant Labour.

Where applications for licenses sent to the Controller for endorsement have not been received back in due course by the superintendent, inquiries should be addressed to the Controller as formerly.

2. *Period of Validity of Licenses.*—Under the Indian Emigration Rules, 1923 (special rule 8 (3) applicable to Ceylon), a recruiting license is ordinarily valid for one year subsequent to its endorsement by the Ceylon Emigration Commissioner. On the expiry of the original term of validity the license may be renewed by the Emigration Commissioner for three months at a time.

On each license, during the original period of validity a kangany is entitled to recruit twenty emigrants excluding dependents. Subsequently, during each quarter for which the license may be extended, he may recruit ten emigrants excluding dependents. The number of non-emigrants and dependents that may be taken to Ceylon by a recruiter is unlimited.

No kangany can be given a second license to recruit for the same employer until the period for which his old license is valid has expired. In cases where a kangany has returned to the estate from the Coast without having recruited the full complement of twenty emigrants permissible on his license and wishes to go to Coast for further recruiting, the Emigration Commissioner will re-issue the old license which is filed in his office at Trichinopoly. When the kangany is again in possession of his old license, he will then be entitled to recruit the available balance of emigrants. The Assistant Ceylon Labour Commissioner, Mandapam, on behalf of the Ceylon Emigration Commissioner, is now sending out advices to superintendents, whenever kanganies return to their estates, in the following form:—

"——— Kangany License No. ———. The above named left for estate to-day, and his license was recovered and forwarded to Trichinopoly to be filed. If you again send this Kangany to recruit, do not apply for a new license, but please instruct him to apply for the license at the Agency most convenient to him, and it will be re-issued to him on application, provided you inform the Commissioner at Trichinopoly in advance. The license expires on ———, and as the licensee has recruited only ——— emigrants he can recruit ——— more (excluding dependents) before that date. Should you desire, the license may be renewed after that date for periods of three months, during each of which ten emigrants can be recruited."

This advice will show the actual number of emigrants already recruited on the license and the balance number of emigrants which can still be recruited.

The advice will be enclosed with the Mandapam certificate. Superintendents need not therefore in future make a special reference to the Emigration Commissioner inquiring whether any kangany's license is available for further recruiting. The advice should be carefully filed by the superintendent, and if a kangany wishes to undertake further recruiting a reference should be made to it. The kangany can then be informed as to the period for which his license still holds good and the number of emigrants (excluding dependents) which he can still recruit on it.

Before the kangany leaves for the Coast for further recruiting on an old license the Emigration Commissioner should be informed of the agency at which the kangany will call, so that he may make arrangements for the re-issue of the license. If the kangany finds it convenient to call at the Emigration Commissioner's Head Office at Trichinopoly, the licenses will be re-issued to him at the Head Office.

Under Notification 593 of October 5, 1923, the Governor-General of India in Council has made the following notification in sub-rule (3) of special rule 8:—

In sub-rule (3) of substituted rule 8 set forth in entry 2 of the said notification, for the words "for a period of one year from the date of such endorsement" the following shall be substituted, namely, "for such period not exceeding one year from the date of such endorsement as may have been specified in this behalf by the authority referred to in sub-rule (1)."

In other words the Controller of Indian Immigrant Labour may in the case of any application for a license to recruit specify that the period of validity shall be less than one year. If for instance the period is specified at six months, the kangany can recruit twenty emigrants in six months, and at the end of that period either apply for a new license or get his former license extended in the usual way by the Emigration Commissioner for further periods of three months.

In the great majority of cases the ordinary period of one year should enable the recruiter to register as many recruits as he is likely to obtain. In some instances, however, superintendents may wish the period to be shortened, and the Controller is prepared in special cases to alter the period of validity from the usual one year to either six months or three months. Where such an alteration is desired, the employer when forwarding the license to the Controller for endorsement should make special application to the Controller asking that the period of validity may be altered to six or three months. The alteration in period will be made only by the Controller, and should not be entered on the form by the employer.

The Emigration Commissioner will carefully supervise the operations of recruiters holding such licenses, to see that the concession is not utilized as a loophole for professional recruiting. Any abuse of the concession will lead at once to the cancellation of the license.

It should be noted that there is no great advantage in shortening the period of validity for a license, except in cases where the recruiter has a definite prospect of obtaining his full quota of recruits within the shortened period of six or three months from the date of issue.

3. Applications for recruiting license for women recruiters and recruiters under 18 years of age:—

(a) Applications for women recruiters who are actual registered employees of estates will be granted subject to the following conditions:—

If the woman recruiter on her return to Ceylon will fall under the classification of an "emigrant" in the Indian rules it will be necessary for her to be accompanied on her return journey to Ceylon by a relative of over 18 years of age.

A woman is, however, a "non-emigrant"—

(i.) If she has resided for five years or more in Ceylon. At present the employer's certificate, as given on the license showing the term of residence in Ceylon, is accepted as *prima facie* evidence of the fact by the Protector of Emigrants.

(ii.) If she is the wife of a man who has resided five years in Ceylon, or is a wife returning to a husband at present living in Ceylon. In such cases she should be given a letter stating the facts. The production of such a certificate at Mandapam will, if considered satisfactory, be accepted by the Protector of Emigrants.

(b) Ordinarily licenses to recruit will not be given to persons under 18 years of age. In special circumstances, where a lad just under 18 actually holds the position on the estate of a kangany or sub-kangany in charge of a gang, application may be made for a recruiting license on his behalf. In every case, however, where application is made for a lad of under 18 to act as a recruiter, the application must be accompanied by a special letter to the Controller stating the position of the applicant on the estate, and certifying his fitness to act as a recruiter. If the Controller is satisfied with the particulars given he will use his discretion in endorsing the application.

4. Kanganies with labour forces on more than one estate.—A kangany can only receive one license at a time; so he must choose for which estate he will recruit. He cannot be given two licenses, one for each of two estates.

Colombo, April 30, 1924.

W. E. WAIT,
Controller of Indian Immigrant Labour.

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of March, 1924:—

		Rs.		c.	
Total Stock on February 29, 1924	..	104,702,364	0	In vault on March 31, 1924	.. 60,838,220 0
Add Notes received in March, 1924	..	1,700,000	0	In circulation on March 31, 1924	.. 12,935,994 0
		106,402,364	0		
Deduct Notes destroyed in March, 1924	..	2,628,000	0		
Written off	..	150	0		
		2,628,150	0		
		103,774,214	0		
					103,774,214 0

2.—Reserve Account.

	Rs.	c.		Rs.	c.
Coin received for Notes in circulation ..	42,935,994	0	Securities at cost (£1 = Rs. 15) ..	30,336,301	89
Excess of reserve over Notes in circulation	5,904,072	66	Coin in vault ..	18,503,764	77
	48,840,066	66		48,840,066	66
3.—Average amount of Notes in circulation during the month ..				42,877,026	0
Average amount of Coin in vault during the month ..				18,444,794	0

4.—Details of Investments and Securities.

	Face Value.			Face Value.		Purchase Value.		Market Value.	
	£.	s.	d.	Rs.	c.	Rs.	c.	Rs.	c.
Colonial Securities ..	770,236	1	4	11,553,511	0	10,800,393	31	9,043,043	23
War Loan 5 per cent. ..	4,877	15	1	73,166	31	75,000	0	70,108	84
Funding Loan 4 per cent. ..	7,091	1	2	106,365	88	85,092	69	88,483	76
Indian 3½ per cent. Stock, Sterling ..	96,000	14	7	1,440,010	94	1,290,186	0	882,140	61
Indian 5 per cent. War Loan ..	—	—	—	15,838,700	0	14,880,329	89	14,809,184	50
Government of India 6 per cent. Bonds ..	—	—	—	371,100	0	371,100	0	382,464	93
Government of India 6 per cent. Loan ..	—	—	—	2,834,200	0	2,834,200	0	2,947,568	0
Total ..	—	—	—	32,217,084	13	30,336,301	89	28,222,993	87

Currency Office,
Colombo, April 7, 1924.

C. CLEMENTI, Colonial Secretary,
E. B. ALEXANDER, Controller of Revenue,
W. W. WOODS, Colonial Treasurer.

Commissioners
of Currency.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the contract for the following mail services by motor vans for the periods mentioned below:—

A.—For a period of five years from October 1, 1924.

- (i.) For the conveyance of parcels from the General Post Office, and delivery within the delivery area of the Municipality of Colombo.
- (ii.) For the collection of cash from the Parcel Post Dépôt and the suburban Post Offices within the Municipality of Colombo.
- (iii.) For the collection of letters and mails from the letter boxes and suburban Post Offices within the Municipal limits of Colombo and conveying them to the General Post Office.

B.—For a period of four years from October 1, 1925, for the conveyance of mails between the General Post Office, Parcel Post Dépôt, Fort and Maradana Railway Stations, and the Jetty.

2. The hours of arrival at and departure from the General Post Office on the various services will be fixed from time to time by the Postmaster-General.

3. The contractor will be required to provide such number of motor conveyances as will, in the opinion of the Postmaster-General, be necessary for the services, and every such motor before being employed in the service will be subject to the approval of the Postmaster-General. The motor conveyances should also be provided at the contractor's cost with suitable fittings to meet the special requirements of the various services on which they are employed. Specification of the vans and a schedule of the various services will be furnished by the Postmaster-General to each tenderer who obtains a tender form as provided for in paragraph 8.

4. 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, or be sent to him through the post.

5. Tenders should be marked "Tender for the Conveyance of Mails within the City of Colombo" 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, June 10, 1924.

6. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and

no tender will be considered unless it is on the recognized form.

7. Any alteration in the tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

8. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury or a Kachcheri, and a receipt produced for the same before a tender form 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 Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits 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.

9. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for the service.

10. Further particulars regarding the terms of the contract will be found in the contract form Post Office N 10. Further information about the terms of the contract and any other information can be obtained on application to the Postmaster-General.

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

12. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors or any other person to whom the Postmaster-General, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

14. 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.

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

General Post Office,
Colombo, May 2, 1924.

M. S. SRESHTA,
Postmaster-General.

SCHEDULES of rates are hereby invited for the erection and completion of Infectious Diseases Hospital buildings at Angoda.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the Construction Engineer, Public Works Department, Colombo, and the contractor on the basis of his accepted tendered schedule of rates and finally subject to the approval of the Director of Public Works or his representative.

3. The drawings, specifications, bills of quantities, and form of monthly agreement can be seen, and all other information obtained from the Public Works Department Head Office, Colombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays 9.30 A.M. and 2 P.M.).

4. A deposit of Rs. 50 will be required to be made at the Treasury or Kachcheri, and a receipt produced for same before any form of schedule will be issued. Should any person decline to enter into the agreement within ten days of receiving notice in writing from the Construction Engineer, Public Works Department, Colombo, that his schedule of rates 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 deposits will be returned upon signature of an agreement.

5. Schedules of rates must be submitted in duplicate, duly signed and dated and forwarded in securely sealed envelopes, one addressed to the Director of Public Works, Colombo, and the duplicate addressed to the Construction Engineer, Public Works Department, Colombo, endorsed on the outside "Schedule of Rates, Infectious Diseases Hospital Buildings, Angoda," so as to reach the offices of the foregoing officers on or before 12 noon on Friday, May 16, 1924.

6. Any alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialled will be treated as informal and rejected.

7. Government reserves to itself the right to supply the contractor with any materials, including any imported articles, which may be necessary in the execution of the work included in any agreement.

8. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors or any other person to whom the Construction Engineer, Public Works Department, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

9. Government does not bind itself to accept the lowest or any of the schedules of rates submitted nor to give all the work included in the whole scheme or in any one item to any one contractor.

Public Works Office, E. W. BARTHOLOMEW,
Colombo, May 6, 1924. for Director of Public Works.

SCHEDULES of rates are hereby invited for construction of Waiting Room and Fence, Lady Manning Hospital, Gampaha, Negombo District.

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

3. The specification, bills of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Negombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturday, 9.30 A.M. and 2 P.M.).

4. Schedule of rates must be submitted in duplicate, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Negombo, endorsed on the outside "Schedule of Rates, Waiting Room and Fence, Lady Manning Hospital," so as to reach the offices of the foregoing officers on or before 12 noon on May 20, 1924.

5. Any alteration made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialled will be treated as informal and rejected.

6. Government reserves to itself the right to supply the contractor with any materials including any imported articles which may be necessary in the execution of the work included in any agreement.

7. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors or any other person to whom the Provincial Engineer, Western Province, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

8. Government does not bind itself to accept the lowest or any of the schedules of rates submitted, nor to give all the work included in the tender or in any one item to any one contractor.

Public Works Office, E. W. BARTHOLOMEW,
Colombo, May 6, 1924. for Director of Public Works.

TENDERS are hereby invited for the services named in the schedule hereunder for the period commencing from October 1, 1924, and terminating on September 30, 1925.

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

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

4. Tenders should be marked "Tender for Diets, Hospital," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on May 27, 1924.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Principal Civil Medical Officer and Inspector-General of Hospitals, Colombo, and no tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

6. A cash deposit according to the schedule hereunder will be required to be made at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contracts precluded from having any concern in a Government contract. All other deposits will be returned upon signature to the contract. No deposits for tender forms will be accepted at the Principal Civil Medical Officer's Office.

7. If required, samples must be deposited.

8. The successful tenderer will be required to furnish cash security according to the schedule hereunder, and to sign the bond given in the tender for the due fulfilment of the contract; also to furnish with each tender a letter in duplicate signed by two responsible persons, whose addresses must be given, engaging to become an additional security for the due performance of the contract. The amount deposited for tender forms will form part of the security.

9. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Principal Civil Medical Officer and Inspector-General of Hospitals. Sanction will not be given for any transfers including powers of attorney in favour of persons in the defaulting contractors' list. No defaulting contractor should be employed on any service connected with the contracts or the tenders.

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

11. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender or the whole of it for an year or any portion thereof.

12. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person, whose name is on the list of Crown defaulting contractors, or any other person to whom the Principal Civil Medical Officer and Inspector-General of Hospitals, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

13. Any further information can be obtained on application to the Principal Civil Medical Officer and Inspector-General of Hospitals, Colombo.

G. J. RUTHERFORD,
Principal Civil Medical Officer and
Inspector-General of Hospitals.

Colombo, May 7, 1924.

SCHEDULE REFERRED TO.

Services.	Tender Depost. Rs.	Security. Rs.
Supply of cooked provisions, with milk, to the following Institutions—		
Agrapathna	200	400
Dambulla	200	400
Deltota	200	400
Jaffna	300	600
Kilinochchi	100	200
Mannar	100	200
Mantota	100	200
Mullaittivu	100	200
Point Pedro	200	400
Talaimannar	100	200
Vavuniya	200	400
Supply of cooked provisions without milk—		
Matale	500	1,000
Supply of uncooked provisions without milk to the following Institutions :—		
Kandy	750	1,500
Nuwara Eliya	500	1,000

TENDERS are hereby invited for the supply of provisions to the Jail named in the schedule hereunder for the period of one year commencing from date of contract and terminating on September 30, 1924.

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 the Supply of Provisions to the Galle Jail" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on the date mentioned.

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

6. A cash deposit according to the schedule hereunder will be required to be made either at the Treasury or at any Kachcheri, and a receipt produced for the same before any form of tender is issued. No deposits for tender forms will be accepted by the Prison Department. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security within ten days of receiving notice in writing 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 completion of the contract.

7. If required, samples must be deposited.

8. The successful tenderer will be required to furnish cash security according to the schedule hereunder, and to sign the bond given in the tender for the due fulfilment of the contract. The amount deposited for tender forms will form part of the security.

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, sublet, or otherwise transferred without the previous written authority of the Tender Board.

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

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. Any further information can be obtained on application to the Inspector-General of Prisons, Colombo, or to the Superintendent of Prison concerned.

14. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Inspector-General of Prisons, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

Prisons Office, WALTER H. ROBINSON,
Colombo, May 1, 1924. for Inspector-General of Prisons.

SCHEDULE REFERRED TO.

Date of closing Tender : May 13, 1924.

Name of Jail.	Amount of Tender Deposit. Rs.	Amount of Security. Rs.
Galle	100	500

TENDERS are hereby invited for the extension of Hendeniya School in Udunuwara, Galagedera Girls' School in Tumpane, and Kengalle School in Pata Dumbara, Central Province.

2. Tenders must be addressed to the Chairman, District Schools Committee, Kachcheri, Kandy, and should reach the Kachcheri on or before 12 noon, on May 20, 1924.

3. The plans and specification may be seen, and further information obtained at the Kandy Kachcheri. A bill of quantities will be issued to any intending tenderer to assist him in making up his estimate. No further payment will be made on the agreement for any extra work done without the sanction of the Chairman.

4. Tenderers must be prepared to enter into an agreement with the Chairman of the District Schools Committee for the due performance of the contract at the price quoted in the tender.

5. The successful tenderer will be required to enter into an agreement, and to furnish security for the due performance of the contract.

6. A deposit of Rs. 25 should accompany the tender. Should any person decline to enter into the contract or bond, or fail to furnish approved security within seven days of receiving a notice in writing from the Chairman that his tender has been accepted, his deposit shall be forfeited to the District Schools Committee. All other deposits will be returned upon signature of contract or agreement.

7. The Chairman, District Schools Committee, does not bind himself to accept the lowest or any tender, and reserves to himself the right of accepting or rejecting any tender.

Kandy Kachcheri,
May 7, 1924.

W. L. KINDERSLEY,
Chairman.

SALE OF UNSERVICEABLE ARTICLES, &c.

THE following unserviceable articles will be put up for sale by public auction at this Kachcheri on Saturday, May 17, 1924, at 12 noon :—

3 belts	1 bag, canvas	1 durries	1 tat
3 benches	1 bag, mail	1 door rug	4 trays for cash
1 blue serge cloth	8 chairs	3 hand bags	

The Kachcheri,
Colombo, May 2, 1924.

K. VAITHIANATHAN,
for Government Agent.

NOTICE is hereby given that the under-mentioned articles will be sold by public auction on Friday, May 30, 1924, at 8.45 A.M., at the Nuwara Eliya Kacheheri premises.—

3 chairs.

The Kachcheri,
Nuwara Eliya, May 2, 1924.

E. T. DYSON,
Assistant Government Agent.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended May 3, 1924.

Births.—The total births registered in the city of Colombo in the week were 124 (1 European, 12 Burghers, 63 Sinhalese, 15 Tamils, 21 Moors, 4 Malays, and 8 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1924, viz., 251,824) was 25·7, as against 25·5 in the preceding week, 29·1 in the corresponding week of last year, and 28·3 the weekly average for last year.

Deaths.—The total deaths registered were 138 (8 Burghers, 73 Sinhalese, 26 Tamils, 23 Moors, 1 Malay, and 7 Others). The death-rate per 1,000 per annum was 28·7, as against 24·7 in the previous week, 32·0 in the corresponding week of last year, and 35·6 the weekly average for last year.

Infantile Deaths.—Of the 138 total deaths, 30 were of infants under one year of age, as against 18 in the preceding week, 32 in the corresponding week of the previous year, and 37 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 9.

Principal Causes of Death.—1. Sixteen deaths from *Phthisis* were registered, 7 in Maradana hospitals (including 4 deaths of non-residents) 3 each in Kotahena South and Maradana North and 1 each in St. Paul's, San Sebastian, and Kotahena North, as against 8 in the previous week and 15 the weekly average for last year.

2. (a) Thirteen deaths from *Pneumonia* were registered, 7 in Maradana hospitals and 1 each in Kotahena South, New Bazaar, Maradana North, Maradana East, Slave Island, and Wellawatta North, as against 15 in the previous week and 24 the weekly average for last year.

(b) Four deaths from *Influenza* were registered, 1 each in St. Paul's, San Sebastian, Kotahena South, and Slave Island, as against 3 in the previous week, and 6 the weekly average for last year.

(c) Three deaths from *Bronchitis* were registered, 1 each in Kotahena South, New Bazaar, and Maradana North, as against 5 in the previous week and 4 the weekly average for last year.

3. Five deaths from *Enteric Fever* were registered, 3 in Maradana hospitals (including 1 death of non-resident) and 1 each in Maradana North and the Infectious Diseases Hospital, Wellawatta North, as against 6 in the previous week and 5 the weekly average for last year.

4. Three deaths from *Plague* were registered, 2 at the Infectious Diseases Hospital, Wellawatta North, and 1 in Kollupitiya, as against 4 in the previous week, and 4 the weekly average for last year.

5. Ten deaths were registered from *Debility*, 8 from *Infantile Convulsions*, 5 from *Diarrhœa*, 4 from *Enteritis*, 3 from *Tetanus*, 2 each from *Dysentery*, *Worms*, *Measles*, and *Puerperal Septicæmia*, and 56 from *Other Causes*.

6. Thirty-two cases of *Measles*, 12 of *Chickenpox*, 4 of *Enteric Fever*, 2 of *Plague*, and 1 of *Smallpox* were reported during the week, as against 22, 19, 12, 1, and nil, respectively of the preceding week.

State of the Weather.—The mean temperature of air was 83·5°, against 82·0° in the preceding week, and 85·6° in the corresponding week of the previous year. The mean atmospheric pressure was 29·788 in., against 29·827 in. in the preceding week, and 29·812 in. in the corresponding week of the previous year. The total rainfall in the week was 0·28 in., against 0·70 in. in the preceding week, and 0·03 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, May 6, 1924.

FRED. L. ANTHONISZ,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE PARKSIDE (NEILGHERRY HILLS) ESTATE COMPANY, LIMITED.

1. The name of the Company is "THE PARKSIDE (NEILGHERRY HILLS) 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 Pilloor estate, situate in the Nilgiri District of the Madras Presidency.
 - (b) To carry on in India, Ceylon, or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Indian or Ceylon produce.
 - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licenses, or privileges, in India, 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 India, Ceylon, or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in India, 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, cocoa, cardamoms, rhea, ramie plants, trees, and other natural products in India, Ceylon, or elsewhere.
 - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cocoa, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (g) To enter into any arrangement or agreement with Governments 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, cocoa, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cocoa, 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, cocoa, 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, cocoa, 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 India, Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cocoa, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in India, Ceylon, or elsewhere, and generally to undertake the business of estate agents in India, Ceylon, and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
 - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.

- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests 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 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 India, Ceylon, or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company, in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z 3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) 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.
A. F. PATTERSON, Colombo	One
O. P. MOUNT, Colombo	One
G. T. HALE, Colombo	One
NORMAN H. LYALL, Colombo	One
W. K. S. HUGHES, Colombo	One
J. F. MARTYN, Colombo	One
A. R. NELSON, Colombo	One
Total Shares taken	Seven

Witness to the above signatures at Colombo, this Second day of April, 1924 :

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

ARTICLES OF ASSOCIATION OF THE PARKSIDE (NEILGHERRY HILLS) ESTATE COMPANY, LIMITED.

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.

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 Parkside (Neilgherry Hills) 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.

"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) 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.

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

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

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

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

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

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

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

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

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

19. Every Shareholder shall be entitled to a certificate or certificates under the common seal of the Company, specifying the share or shares held by him and the amount paid thereon, provided that in the case of shares registered in the names of two or more persons the Company shall not be bound to issue more than one certificate to all the joint-holders and delivery of such certificate to any one of them shall be sufficient delivery to all.

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

CALLS.

21. 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.

22. 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.

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

24. 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.

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

TRANSFER OF SHARES.

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

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

28. 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.

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Fifty cents or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder and retain the instrument of transfer.

31. 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.

32. 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.

33. 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.

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

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, 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.

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, provided such acceptance is properly legalized.

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, premia, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at nine per centum per annum, and the Directors may enforce the payment thereof if they think fit.

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

43. 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 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 40 hereof, shall be redeemable after sale or disposal.

44. The Company shall have a first charge or paramount lien upon all the shares of any holder or joint-holders for all moneys for the time being due to the Company by such holder, or by all or any of such joint-holders respectively, either in respect of such shares or of other shares held by such holder or joint-holders, or in respect of any other debt, 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.

45. Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that on such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators, or the assignee or trustee in his bankruptcy, requiring him or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

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

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

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

PREFERENCE SHARES.

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

50. If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes, then the holders of any class of shares 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.

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven 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.

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

73. At any meeting every resolution shall be decided 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 that fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder duly appointed in that behalf.

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

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

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

77. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

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

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

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

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

82. 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.

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

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

The Parkside (Neilgherry Hills), 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 _____.

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 two or more than six, but this clause shall be construed as being directory only, and the continuing Directors or Director may act notwithstanding any number of vacancies.

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

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

88. The first Directors shall be Messrs. Albert David Sly of Wanarajah estate, Dickoya, Raymond Julius Layard, of Kallebokka estate, Madulkelle, and Andrew Frank Patterson of Colombo. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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 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.

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

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

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

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

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

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

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

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

100. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or 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 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 Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, Superintendent, Agent, or Secretary of the Company, or Trustee for Debenture Holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 98.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

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

POWERS OF DIRECTORS.

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

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors, subject to the provisions of Article No. 122 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.

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

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

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and 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) The 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.

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

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

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

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

116. The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such committee, either wholly or in part, and either as to persons or purposes, but every committee so formed shall, in exercise of the powers delegated to

it, conform to all such regulations as may be prescribed by the Board. All acts done by any such committee, in conformity with such regulations and in the fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.

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

118. The acts of the Board 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.

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

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

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

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

AGENTS AND SECRETARIES.

122. The firm of Lewis Brown and Company, Limited, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

123. 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.

124. 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.

125. 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.

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

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

128. 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.

129. 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.

130. 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.

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

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

133. 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.

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

135. 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.

136. 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.

137. 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.

138. 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.

139. 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, provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

140. 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.

141. 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.

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

143. 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.

144. 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.

145. Notice of any dividend that has been declared, or 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.

146. 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.

147. 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.

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

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

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

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

152. Any notice if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a post office or post box, and the entry in the Company's 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. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 149 shall not be entitled to be given any notices.

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

157. If the Company shall be wound up whether voluntarily or otherwise, the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section (6) of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

A. F. PATTERSON, Colombo.
O. P. MOUNT, Colombo.
G. T. HALE, Colombo.
NORMAN H. LYALL, Colombo.
W. K. S. HUGHES, Colombo.
J. F. MARTYN, Colombo.
A. R. NELSON, Colombo.

Witness to the above signatures at Colombo, this Second day of April, 1924 :

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

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF THE SHAWLANDS TEA COMPANY, LIMITED.

1. The name of the Company is "THE SHAWLANDS TEA 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—
 - (1) To purchase or otherwise acquire the Shawlands estate, situate in the Badulla District of the Island of Ceylon.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable estates or property, and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India or elsewhere, all or any of the following businesses, that is to say: planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.

- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interest; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures or book debts, or without any security at all.
- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise, howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands, and real or personal, immovable or movable, estate, property or assets of the Company or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any company or person, or partly one and partly any other.

- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph or the name of the Company.

4. The liability of the Shareholders is limited.

5. (a) The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into 155,000 ordinary shares of Ten Rupees (Rs. 10) each and 900 seven per cent. cumulative preference shares of Five hundred Rupees (Rs. 500) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts and to issue all or any part of the original, or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions and either with or without any special designation and also from time to time to alter, modify, commute, abrogate or deal with any rights, privileges, terms, conditions or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

(b) There shall be attached to the said 900 cumulative preference shares the following rights, privileges, and conditions :—

- (i.) Such cumulative preference shares shall be numbered 1 to 900 (inclusive) and shall entitle the holders thereof to receive a cumulative preferential dividend at the rate of 7 per centum per annum but to no further right to participate in the profits of the Company.
- (ii.) Such cumulative preference shares shall entitle the holders thereof to receive in a winding up the capital paid up thereon and also any arrears of preferential dividend down to the commencement of the winding up (whether or not the same shall have been declared or whether or not there shall have been profits available for the payment thereof) before any repayment of capital is made to the holders of shares of any other class in the capital of the Company whether existing or future, but to no further right to participate in the assets of the Company.
- (iii.) Such cumulative preference shares shall not be entitled to participate in any issue of ordinary shares of the Company which may be made from time to time.
- (iv.) Such cumulative preference shares shall have such other rights and privileges and be subject to such other conditions as are specified in the regulations of the Company.

(c) Provided however, that the rights for the time being attached to the said 900 cumulative preference shares in the capital may be altered or dealt with in accordance with Articles 52 and 53, of the accompanying Articles of Association, but not otherwise and that the said Articles 52 and 53 and also articles 159 and 160 of the said Articles of Association, to the extent that they relate to or affect the said 900 cumulative preference shares, shall be deemed to be incorporated herein and have effect accordingly.

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.
D. C. WILSON, Colombo	One
ROY WILLIAMS, Colombo	One
TOM VILLIERS, Colombo	One
J. M. ALLES, Colombo	One
J. McMURRAY, Colombo	One
G. G. S. FORSYTH, Colombo	One
A. R. MACQUEEN, Colombo	One
Total number of Shares taken..	Seven

Witness to the signatures of the above-named Daniel Cottier Wilson, Roy Bruce Williams, Thomas Lister Villiers, Joseph Marcus Alles, James McMurray, George Granville Sutherland Forsyth, and Alexander Rees Macqueen, at Colombo, this 15th day of April, 1924 :

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE SHAWLANDS TEA COMPANY, LIMITED.

It is agreed as follows :—

1. (a) *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.
- (b) The sub-headings in these Articles shall not be deemed to be part of or affect the construction of these presents.
2. *Power to alter the Regulations.*—The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not.
3. None of the Funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

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

Company.—The word "Company" means "The Shawlands Tea Company, 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.**—(a) The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into 155,000 ordinary shares of Ten Rupees (Rs. 10) each and 900 seven per cent. cumulative preference shares of Five hundred Rupees (Rs. 500) each.

(b) (i.) Such cumulative preference shares shall be numbered 1 to 900 (inclusive) and shall entitle the holders thereof to receive a cumulative preferential dividend at the rate of seven per centum per annum but to no further right to participate in the profits of the Company.

(ii.) Such cumulative preference shares shall entitle the holders thereof to receive in a winding up the capital paid up thereon and also any arrears of preferential dividend down to the commencement of the winding up (whether or not the same shall have been declared or whether or not there shall have been profits available for the payment thereof) before any repayment of capital is made to the holders of shares of any other class in the capital of the Company whether existing or future but to no further right to participate in the assets of the Company.

(iii.) Such cumulative preference shares shall not be entitled to participate in any issue of ordinary shares of the Company which may be made from time to time.

SHARES.

8. (a) **Issue and Allotment.**—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 such an amount of premium as they may consider proper; provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company (in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class) as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may at their discretion allot any unissued shares in payment for any estates or lands or other property purchased or acquired by the Company or for services rendered or to be rendered to 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.

(b) **Commissions for placing Shares.**—The Directors may at any time pay a commission to any person for 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.

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 an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 38 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

20. *How carried into Effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders (in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class) 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 of any estates or lands or other property purchased or acquired by the Company, or for services rendered or to be rendered to 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 distinctive 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 has 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 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, the same either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

42. (a) *If Call or Instalment be not paid, Notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators, or heirs, 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 heirs or the assignee or trustee in his bankruptcy, requiring him or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

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

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

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

PREFERENCE SHARES.

51. *Preference and Deferred Shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than the 90) seven per cent. cumulative preference shares referred to in Article 7 hereof, and any other 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 21.

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

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

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

BORROWING POWERS.

57. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred thousand Rupees (Rs. 100,000). 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 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. And provided further that before the creation and issue under this Article of any mortgages, debentures, debenture mortgages, debenture stock, bonds or other 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, it shall be necessary for the Directors to obtain the sanction thereto of a meeting of the holders of the said 900 preference shares referred to in Article 7 hereof. 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 not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

62. *Requisition of Shareholders to state Object of Meeting; on Receipt of Requisition Directors to call Meeting, and in Default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the 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; provided however, that holders of preference shares or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference shares or shares of such particular class they shall not be entitled to attend or vote.

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 Directors and Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

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

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

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

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

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

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

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

VOTING AT MEETINGS.

73. *Votes.*—At any meeting every resolution shall in the first instance be decided by a show of hands. 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 unless a poll be immediately demanded in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

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

75. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such a manner as the Chairman shall direct; and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been taken shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

78. *Number of Votes to which Shareholder entitled.*—The said 900 preference shares referred to in Article 7 hereof shall only confer on the holders the right to vote at any Annual General Meeting of the Company in respect of any business which under the provisions of Article 65 hereof may be transacted without special notice thereof having been given and at any General Meeting upon some or one of the questions following (that is to say) as to reduction of capital, as to winding up of the Company, as to sanctioning a sale of the Company's estates or any part thereof, or as to altering the regulations of the Company so as to affect directly the rights of the preference Shareholders, but subject as aforesaid the following provisions shall have effect that is to say):—

- (a) On a show of hands every holder of ordinary shares present in person or by attorney duly authorized shall have one vote only.
- (b) In case of a poll every holder of ordinary shares present in person or by proxy or attorney shall have one vote for every ten ordinary shares held by him up to one hundred ordinary shares; he shall have an additional vote for every one hundred ordinary shares held by him beyond the first one hundred ordinary shares up to one thousand ordinary shares; and an additional vote for every two hundred and fifty ordinary shares beyond the first one thousand ordinary shares.
- (c) On a show of hands as regards any question on which the above-mentioned preference Shareholders are entitled to vote, every holder of the said 900 preference shares present in person or by attorney duly authorized shall have one vote only.
- (d) In case of a poll as regards any question on which the preference Shareholders are entitled to vote, every holder of the said 900 preference shares present in person or by proxy or attorney shall have five votes for every Five hundred Rupees (Rs. 500) of nominal value of preference shares held by him up to a nominal value of One thousand Rupees (Rs. 1,000); he shall have an additional vote for every One thousand Rupees (Rs. 1,000) of nominal value of preference shares held by him beyond the first One thousand Rupees up to Ten thousand (Rs. 10,000); and an additional vote for every Five thousand Rupees (Rs. 5,000) of nominal value of preference shares beyond the first Ten thousand Rupees (Rs. 10,000).

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

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

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

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

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

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

The Shawlands Tea Company, Limited.

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

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

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

88. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Rupees (Rs. 1,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees (Rs. 2,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be Arthur William Bissett of Passara Group, Passara; William Alfred Williams of Roeberry, Madulsima; and the Hon. Mr. Thomas Lister Villiers of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

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

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

97. *Decision of Question as to Retirement.*—In case any question shall arise as to which of the Directors who have been the same time in office shall retire, the same shall be decided by the Directors by ballot.

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

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

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

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

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

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

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

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

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

105. *No Contribution to be required from Directors beyond Amount, if any, unpaid on their Shares.*—No contribution shall be required from any present or past Director or Manager exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said Shawlands Estate situated in the Badulla District.

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

108. *To acquire Property, to appoint Officers, and pay Expenses.*—The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, buyers and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable and without assigning any cause.

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

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

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

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

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

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

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

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

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

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

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

COMPANY'S SEAL.

124. *The use of the Seal.*—The seal of the Company shall not be used or affixed to any deed, certificate of shares, or other instrument, except in the presence of two or more of the Directors or of one Director and the Agents and Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Agents and Secretaries, in the event of a firm being the Agents and Secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm signing the firm name or the 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. Any instrument sealed with the seal of the Company and signed by two or more Directors or by one Director and the Agents and Secretaries of the Company shall be presumed to be duly executed.

ACCOUNTS.

125. *What Accounts to be kept.*—The agent or secretary or the agents or secretaries for the time being, or, if there be no agent or secretary or agents or secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such receipt and expenditure take place, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

126. *Accounts how and when open to Inspection.*—The Directors shall from time to time determine whether, and to what extent and at what times and places, and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the Shareholders; and no Shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by the 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 recommended 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. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company.

131. *Declaration of Dividend, &c.*—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.

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.

132. *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.

133. *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.

134. (a) *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.

(b) *Issue of Bonus out of Reserve.*—The Directors may with the sanction of the Company in General Meeting from time to time apply such portion of the reserve fund or any other fund representing undivided profits of the Company as the General Meeting sanctioning such application may direct in or towards payment of a bonus in accordance with their rights to the Shareholders, or to the members of any class of Shareholders, and may with the like sanction satisfy such bonus or any part thereof by the issue and allotment in accordance with their rights to the Shareholders, or to the members of any class of Shareholders, of shares in the Company to be issued and allotted in accordance with their rights to the Shareholders, or the members of any class of Shareholders, in such proportions and upon such terms in all respects as the General Meeting sanctioning the same may direct.

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

136. *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.

137. *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.

138. *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.

139. *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.

140. *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.

141. *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.

142. *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.

143. *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.

144. *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.

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

146. *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.

147. *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.

148. *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.

149. *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.

150. *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.

151. *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.

152. *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.

153. *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.

154. *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.

155. *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.

156. *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 pursuant to and so as with regard to the mode and consequence of the reference, and in all other respects to conform to the provisions in that behalf contained in the Civil Procedure Code, 1889, and "The Arbitration Ordinance," 1866, or any then subsisting statutory modification thereof.

EVIDENCE.

157. *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.

158. *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.

159. *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.

160. *Payment in Specie, and vesting in Trustees, Right of Contributory to Dissent, &c.*—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, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Shareholders of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing Company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all the assets of the Company in exchange for shares in the purchasing Company either ordinary, fully paid or part paid or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section (6) of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Civil Procedure Code, 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Colombo, this 15th day of April, 1924.

D. C. WILSON.
ROY WILLIAMS.
TOM VILLIERS.
J. M. ALLES.
J. McMURRAY.
G. G. S. FORSYTH.
A. R. MACQUEEN.

Witness to the signatures of the above-named Daniel Cottier Wilson, Roy Bruce Williams, Thomas Lister Villiers, Joseph Marcus Alles, James McMurray, George Granville Sutherland Forsyth, and Alexander Rees Macqueen :

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF THE KARANDAGAMA TEA COMPANY, LIMITED.

1. The name of the Company is "THE KARANDAGAMA TEA 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—
 - (1) To purchase or otherwise acquire an allotment of land of about 1,000 acres, situate in the Badulla District of the Island of Ceylon.
 - (2) To purchase, take on lease or in exchange, hire or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever ; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say : planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches ; carriers of passengers and goods by land or by water ; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers ; proprietors of docks, wharves, jetties, piers, warehouses, and boats ; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To acquire or establish, and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business ; to apply for, purchase or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company ; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights and information so acquired.
 - (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.

- (10) To purchase, take in exchange, hire or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interest; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on, or engage in any business or transaction which this Company is authorized to carry on, or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures or book debts, or without any security at all.
- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company, either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company, or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (25) To do all or any of the above things in any part of the world as principal, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable estate, property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up), or in debentures, debenture stock, or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures, or debenture stock, or obligations of any company or person, or partly one and partly any other.

- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons, and a corporation, and that the other "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Two million Rupees, (Rs. 2,000,000) divided into Two hundred thousand (200,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced), of the Company may be subdivided, 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.
D. C. WILSON, Colombo	One
W. H. MILES, Colombo	One
ROY WILLIAMS, Colombo	One
TOM VILLIERS, Colombo	One
JAMES J. PARK, Colombo	One
LESLIE W. F. DE SARAM, Colombo	One
F. L. GOONEWARDENE, Kandy	One
Total Number of Shares taken	Seven.

Witness to the signatures of the above-named Daniel Cottier Wilson, William Henry Miles, Roy Bruce Williams, Thomas Lister Villiers, James John Park, and Leslie William Frederick de Saram at Colombo, this 28th day of March, 1924 :

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

Witness to the signature of the above-named Frederick Llewellyn Goonewardene at Kandy, this 1st day of April, 1924 :

M. J. TAYLOR,
Proctor of the Supreme Court, Kandy.

ARTICLES OF ASSOCIATION OF THE KARANDAGAMA TEA COMPANY, LIMITED.

It is agreed as follows :—

1. (a) *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.
- (b) The sub-headings in these Articles shall not be deemed to be part of or affect the construction of these presents.
2. *Power to alter the Regulations.*—The Company may, by special resolution, alter and make provisions instead of or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not.
3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company

INTERPRETATION.

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

Company.—The word "Company" means "The Karandagama Tea Company, 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 Two million Rupees (Rs. 2,000,000), divided into Two hundred thousand (200,000) shares of Ten Rupees (Rs. 10) each.

SHARES.

8. *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 such an amount of premium as they may consider proper; provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company, in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class, as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may at their discretion allot any unissued shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company, and may make arrangements on an issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

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

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

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

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

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

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

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

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

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

INCREASE OF CAPITAL.

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

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

20. *How carried into Effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders, in accordance with their rights and

subject in the case of preference shares, or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares, or shares of such particular class, in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

21. *Same as Original Capital.*—Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the provisions herein contained, with reference to the payment 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 has 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 declination 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 12 calendar months, after the event on the happening of which his title shall accrue, be registered in respect of such share, or if, in the case

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares;
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

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

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations or otherwise. Also from time to time, at their discretion, to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of one hundred thousand rupees (Rs. 100,000). 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 not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

62. *Requisition of Shareholders to state Object of Meeting ; on Receipt of Requisition, Directors to call Meeting, and in Default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the 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, provided, however, that holders of preference shares or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference shares or shares of any particular class they shall not be entitled to attend or vote thereat.

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 Directors and of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

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

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

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

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

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

71. *Chairman with Consent may adjourn Meetings.*—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 Meeting.*—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 in the first instance be decided by a show of hands. 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 attorney; and unless a poll be immediately demanded in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

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

75. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such a manner as the Chairman shall direct; and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been taken shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

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

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

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

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

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

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

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

The Karandagama Tea Company, Limited.

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

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

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

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

DIRECTORS.

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

88. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least one thousand rupees (Rs. 1,000), and upon which, in the case of partly paid-up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding five thousand rupees (Rs. 5,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be David Stuart Cameron of Craighead, Nawalapitiya; Wilfred John Rettie of Spring Valley, Badulla; and the Hon. Mr. Thomas Lister Villiers of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

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

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

97. *Decision of Question as to Retirement.*—In case any question shall arise as to which of the Directors who have been the same time in office shall retire, the same shall be decided by the Directors by ballot.

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

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

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

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

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

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

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

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

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

105. *No Contribution to be required from Directors beyond Amount, if any, unpaid on their Shares.*—No contribution shall be required from any present or past Director or Manager exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said allotment of land of about 1,000 acres situated in the Badulla District.

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

108. *To acquire Property, to appoint Officers, and pay Expenses.*—The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, buyers and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable and without assigning any cause.

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

110. *To open banking accounts and operate thereon, &c.*—The Directors shall have power to open on behalf of the Company any a count or accounts with such bank or banks as they may select or appoint, and also by such signatures as they may appoint to draw, accept, make, endorse, sign, and execute cheques, bills of exchange and promissory notes,

bills of lading, receipts, contracts and agreements, bonds, mortgages, proxies to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

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

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

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

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

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

120. *Regulation of Proceedings of Committees.*—The meetings and proceedings of such Committees shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of such Committee respectively, or any regulation imposed by the Board.

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

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

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

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

COMPANY'S SEAL.

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

ACCOUNTS.

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

126. *Accounts how and when open to Inspection.*—The Directors shall from time to time determine whether, and to what extent and at what times and places, and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the Shareholders; and no Shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by the 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. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company.

131. *Declaration of Dividend, &c.*—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.

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.

132. *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.

133. *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.

134. (a) *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.

(b) The Directors may with the sanction of the Company in General Meeting from time to time apply such portion of the reserve fund or any other fund representing undivided profits of the Company as the General Meeting sanctioning such application may direct in or towards payment of a bonus in accordance with their rights to the Shareholders or to the members of any class of Shareholders, and may with the like sanction satisfy such bonus or any part thereof by the issue and allotment in accordance with their rights to the Shareholders, or to the members of any class of Shareholders, of shares in the Company to be issued and allotted in accordance with their rights to the Shareholders or the members of any class of Shareholders in such proportions and upon such terms in all respects as the General Meeting sanctioning the same may direct.

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

136. *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.

137. *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.

138. *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.

139. *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.

140. *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.

141. *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.

142. *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.

143. *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.

144. *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.

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

146. *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.

147. *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.

148. *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.

149. *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.

150. *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.

151. *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.

152. *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.

153. *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.

154. *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.

155. *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.

156. *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 pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Civil Procedure Code, 1889, and "The Arbitration Ordinance, 1866" or any then subsisting statutory modification thereof.

EVIDENCE.

157. *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.

158. *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.

159. *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 hereto 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.

160. *Payment in Specie, and vesting in Trustees, right of Contributory to dissent, &c.*—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, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Shareholders of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference, in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing Company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section (6) of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Civil Procedure Code, 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 hereunto set and subscribed their names at the places and on the days and dates hereinafter mentioned.

D. C. WILSON.

W. H. MILES.

ROY WILLIAMS.

TOM VILLIERS.

JAMES J. PARK.

LESLIE W. F. DE SARAN.

F. L. GOONEWARDENE.

Witness to the signatures of the above-named Daniel Cottier Wilson, William Henry Miles, Roy Bruce Williams, Thomas Lister Villiers, James John Park, and Leslie William Frederick de Saran, at Colombo, this 28th day of March, 1924:

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

Witness to the signature of the above-named Frederick Llewellyn Goonewardene, at Kandy, this 1st day of April, 1924:

M. J. TAYLOR,
Proctor of the Supreme Court, Kandy.

MEMORANDUM OF ASSOCIATION OF THE UVA KETAWELLA TEA COMPANY, LIMITED.

1. The name of the Company is "THE UVA KETAWELLA TEA COMPANY, LIMITED."

The registered office of the Company is to be established in Colombo.

The object for which the Company is to be established are—

- Publication*
- 2/2/24*
- 11/6/24*
- March*
- (a) To purchase from the proprietors thereof the Uva Ketawella estate, situate in the Province of Uva in Ceylon.
- (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
- (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shaft thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable, or immovable, of any kind, and any contracts, rights, easements, patents, licenses, or privileges, in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
- (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
- (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
- (g) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
- (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice, and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale and retail.
- (n) To establish and maintain in Ceylon, the United Kingdom or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.

- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests 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 where which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partly paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Eight hundred thousand Rupees (Rs. 800,000), divided into Eighty thousand (80,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
H. F. PARFITT, Colombo	One
F. O. MACKWOOD, Colombo	One
F. E. MACKWOOD, Colombo	One
J. F. SIBBALD, Colombo	One
P. J. PARSONS, Colombo	One
ARTHUR BOYS Colombo	One
W. S. FLINDALL, Colombo	One
Total number of Shares taken ..	Seven

Dated at Colombo, this 7th day of April, 1924.

Witness to the above signatures :

FRED DE SARAM,
Proctor, Supreme Court.

ARTICLES OF ASSOCIATION OF THE UVA KETAWELLA TEA 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 Uva Ketawella Tea 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" means any person whose name is entered in the Register of Shareholders as owner or joint-owner of any share in the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

Words importing the masculine gender 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 whereby these Articles proxies are allowed) at any meeting of which notice specifying the intention to propose such resolution has been duly given.

BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire the Uva Ketawella 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 Eight hundred thousand Rupees (Rs. 800,000), divided into 80,000 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 Shareholders is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for or services rendered to the Company and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

31. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents, or such other sum as the Directors shall from time to time

determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 30, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

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

37. If any person who shall become entitled to be registered in respect of any share under clause 36 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

50. 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 differed 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.

51. 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.

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

BORROWING POWERS.

53. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Two hundred thousand (Rs. 200,000).

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

55. 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.

56. 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.

57. 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 MEETING.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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 such time as the Shareholders convening the meeting may themselves fix.

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

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

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

66. Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends,

and to elect Directors and Auditors in place of those retiring by rotation, and to fix the remuneration of the Auditors ; and shall also be competent to enter upon, discuss, and transact any business whatsoever of which special mention shall have been given in the notice or notices upon which the meeting was convened.

67. 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.

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

69. 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.

70. 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.

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

72. 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.

73. 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.

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

75. If at any meeting a poll be demanded by some Shareholder present, his proxy or attorney, or in the case of a special resolution by five Shareholders, their proxies or attorneys at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall to 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.

76. 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.

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

78. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

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

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

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

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

83. The instrument appointing a proxy shall be printed or written and shall be signed by the appointor (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.

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

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

The Uva Ketawella Tea 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 _____.

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

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

DIRECTORS.

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

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

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

89. The first Directors shall be Frank Edward Mackwood and James John Wall, both of Colombo, and also Howard Frank Parfitt, who will join the Board after allotment. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

91. 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 92.

92. 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.

93. 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.

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

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

96. 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.

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

98. 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.

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

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

101. 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.

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

DISQUALIFICATION OF DIRECTORS.

103. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, or Secretary of the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 99.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for the Company, or by reason of his being Agent, or Secretary, or Solicitor, or being a

member of a firm who are Agents, or Secretaries, or Solicitors of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

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

105. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an Agent or Agents, and Secretary or Secretaries of the Company to be appointed by the Directors, subject to the provisions of Article No. 123 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.

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

107. 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.

108. 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. 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.

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

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

112. 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 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 to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon, or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in 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.

113. 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.

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

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

116. 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. 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.

118. 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.

119. 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.

120. 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.

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

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

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

AGENTS AND SECRETARIES.

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

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

ACCOUNTS.

124. 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.

125. 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. 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.

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

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

129. 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.

130. 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.

131. 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.

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

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

134. 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.

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

136. 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.

137. 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.

138. 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.

139. 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.

140. 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, provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

141. 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 on 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.

142. 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.

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

144. 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.

145. 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.

146. 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.

147. 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.

148. 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.

149. 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.

150. 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.

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

152. 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.

153. 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.

154. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 150 shall not be entitled to be given any notices.

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

ARBITRATION.

155. 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. 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. 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.

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

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

H. F. PARMITT.

F. O. MACKWOOD.

F. E. MACKWOOD.

J. F. SIBBALD.

P. J. PARSONS.

ARTHUR BOYS.

W. S. FLINDALL.

Witness to the above signatures at Colombo, this Seventh day of April, 1924:

FRED DE SARAM,
Proctor, Supreme Court.

[First Publication]

The Kulla Kamby (Nagaris) Tea Estates Limited.

NOTICE is hereby given that at an Extraordinary General Meeting of the above-named Company duly convened and held at the registered office of the Company on April 14, 1924, the below-mentioned resolution was duly passed by the requisite majority, and that at a subsequent Extraordinary General Meeting also duly convened and held at the same place on April 30, 1924, that same resolution was duly confirmed as a special resolution—

* That the Company be wound up voluntarily and that Mr. Reginald Nelson Watkins of Messrs. MacDermott & Co., Colombo, be and he is hereby appointed liquidator for the purpose of such winding up, and that the agreement submitted to this Meeting dated January 29, 1924, and made between this Company of the one part and the Ceylon Land & Produce Company, Limited, of the other part, be and the same is hereby approved, and that the said liquidator be and he is hereby authorized to sign, seal, and execute all further deeds, contracts, documents, and writings

necessary or sufficient for the purpose of adopting (with or without modification) the terms of the said agreement and carrying the same into effect, and to sign, seal, and execute all transfers or other deeds necessary or proper for conveying to and vesting in the said the Ceylon Land & Produce Company, Limited, the estates and premises agreed to be sold and to receive the purchase consideration of £57,000 payable in terms of the said agreement by the Ceylon Land & Produce Company, Limited, as to £15,000 in cash and as to the balance £42,000 by the allotment to the said liquidator or his nominee or nominees of 21,000 ordinary shares of the nominal value of £1 each in the capital of the said the Ceylon Land & Produce Company, Limited, and after payment thereof of all liabilities of this Company and the expenses of liquidation to distribute the available assets amongst the Shareholders of the Company in proportion to the number of shares held by them, respectively."

Colombo, May 1, 1924.

LESLIE W. F. DE SARAM,
Chairman.

**The Kulla Kamby (Nilgiris) Tea Estates, Limited
(in Liquidation).**

NOTICE is hereby given that the creditors of the above-named Company which is being wound up voluntarily are required on or before June 10, 1924, to send their names and addresses and the particulars of their debts or claims to the undersigned, the liquidator of the said Company, and if so required by notice in writing from the said liquidator are to prove the said debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved.

Lloyds buildings,
Colombo, May, 1924.

R. N. WATKINS,
Liquidator.

The Kendawe Tea and Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Kendawe Tea and Rubber Co., Ltd., will be held at the registered office of the Company, Lloyds building, No. 22, Prince street, Fort, Colombo, on May 17, 1924, at 4 o'clock in the afternoon when the subjoined resolutions will be proposed:-

1. That the issued capital of the Company be reduced from Rs. 286,960 divided into 28,696 shares of Rs. 10 each to Rs. 143,480 divided into 28,696 shares of Rs. 5 each; and that such reduction be effected by writing off Rs. 5 per share part of the sum of Rs. 10 which has been paid on the 28,696 issued shares.
2. That each of the 21,304 unissued Rs. 10 shares in the capital of the Company be subdivided into 2 shares of Rs. 5 each.

Should the above resolutions be passed by the requisite majority, they will be submitted for confirmation as special resolutions to a second Extraordinary General Meeting which will be subsequently convened.

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

Colombo, May 9, 1924.

The Coconut Estates of Perak, Limited.

NOTICE is hereby given that the Thirteenth Annual Ordinary General Meeting of this Company, will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Monday, May 19, 1924, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1923.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business of which due notice may have been given.

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

Colombo, May 9, 1924.

**The Ceylon Tea Growers and Trading Company,
Limited.**

NOTICE is hereby given that an Ordinary General Meeting of the Shareholders of this Company will be held on Saturday, June 7, 1924, at 12 noon, at the registered office of the Company, No. 22, Baillie street, Colombo.

Business.

1. To receive the report of the Directors and statement of accounts to May 31, 1924.
2. To elect Directors.
3. To elect Auditors.
4. To transact such other business as may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from June 1 to 15, 1924.

By order of the Board of Directors,
THE LANKA COMMERCIAL Co.,
Agents and Secretaries.

Colombo, May 6, 1924.

The Periyar Rubber Company, Limited.

NOTICE is hereby given that the Nineteenth Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, Ambe-watta House, Slave Island, Colombo, on Wednesday, May 21, 1924, at 12.15 p.m.

Business.

1. To receive the Report of the Directors and the accounts for the year ended December 31, 1923.
 2. To elect a Director.
 3. To appoint Auditors for the current year.
 4. To transact any other business that may be properly brought before the Meeting.
- The Transfer Books of the Company will be closed from May 14 to 21, 1924, both days inclusive.

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

Colombo, May 7, 1924.

The British Ceylon Corporation, Limited.

Special Notice In the matter of the British Ceylon Corporation, Limited, and in the Matter of the Joint Stock Companies Ordinances of 1861 and 1888.

NOTICE is hereby given that the order of the District Court of Colombo dated April 15, 1924, confirming the reduction of the capital of the above-named Company from Rs. 6,000,000 to Rs. 5,250,000 and the minute approved by the court showing, with respect to the capital of the Company as altered, the several particulars required by the above Ordinances, were registered by the Registrar of Joint Stock Companies on May 1, 1924.

The said minute is in the words and figures following:-

"The capital of the British Ceylon Corporation, Limited, henceforth is Rs. 5,250,000 divided into 300,000 ordinary shares of Rs. 7.50 each and 300,000 preference shares of Rs. 10 each instead of Rs. 6,000,000 divided into 300,000 ordinary shares of Rs. 10 each and 300,000 preference shares of Rs. 10 each. At the time of the registration of this minute the sum of Rs. 7.50 has been and is to be deemed paid up on each of the said ordinary shares."

JULIUS & CREASY,
Proctors for The British Ceylon
Corporation, Limited.

May 5, 1924.

**Auction Sale under Mortgage Decree, D. C., No. 8,716,
Colombo.**

Valuable Coconut Estate in the Negombo District on account and Risk of the previous Purchaser.

UNDER and by virtue of the commission issued to me and the decree entered in the above case, I shall sell by public auction, on Wednesday, June 11, 1924, at 3 p.m. at the spot on account and risk of the previous purchaser:-

The coconut estate called and known as Delgahawatta, within a few paces from Divulapitiya Junction. The extent is said to be 34 acres fully planted with coconuts, and the majority of the trees are in bearing.

This property lies about 12 miles from Negombo, 7 from Veyangoda, 8 from Mirigama, and 27 from Colombo, and is accessible by motor busses and train services. Crown title.

For inspection of title deeds and other particulars apply to Messrs. De Vos and De Saram, Colombo, or to-

4, Baillie street, Fort. J. G. VANDERSMAGT,
Phone 289. of M. Y. DANIEL & SON,
Telegrams "Lions" Auctioneers and Brokers.

Auction Sale under Mortgage decree.

In the District Court of Colombo.

Daniel William Ebert Plaintiff.
No. 9,989.
Against
William Alexander Stewart Defendant.

BY virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, May 31, 1924, at 3.30 p.m. at my office, No. 93, Dam street

Colombo, near the Courts, undivided $\frac{1}{2}$ share of all that estate called Bellangala estate; situated at Magamma in Alutgam korale of Three Korales, in the District of Kegalla; in extent 12 acres more or less, mortgaged with the plaintiff, and ordered to be sold under the decree in the said case for the realization of the sum of Rs. 875.01, with further interest and costs of suit.

Further particulars from Albert E. Perera, Esq., Proctor, Supreme Court, and Notary, Colombo, or from—

No. 93, Dam street,
Colombo.

G. EMMANUEL DABERA,
Auctioneer and Broker.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the commission issued to me in case No. 4,251 of the District Court of Colombo, I shall sell by public auction, on Saturday, May 31, 1924, commencing at 3 P.M. at the respective spots, the following properties, to wit:—

- (1) All that undivided 129/160 parts or shares of the land called Paranapitiyagodella with the buildings, trees, and other plantations standing thereon, situated at Petiyagoda in the Adicari pattu of Siyane korale, in the District of Colombo; containing in extent 1 rood and 22 perches; and
- (2) All those contiguous allotments of land called Imbulgahawatta, Oyabodakumbura, and Denibima, forming one property with the buildings, trees, and plantations standing thereon, situated at Petiyagoda aforesaid; containing in extent 2 acres 1 rood and 33 $\frac{61}{100}$ perches, and all the right, title, and interest of the defendants upon or out of the said several premises.

For further particulars apply to L. A. Wanigasooriya, Esq., Proctor and Notary, Hulftsdorp, Colombo, or to me—

H. D. JOHN PIERIS,
Auctioneer and Broker.

No. 8, Hulftsdorp street, Colombo.

Auction Sale.

In the District Court of Kalutara.

Delpchitra Acharige Don John Waidiyasekera of Beruwala Plaintiff.
No. 9,675. Vs.

Bodiabaduge Stephen Perera Jayasuriya of Beruwala 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. 5,324 interest, and costs of suit, I shall sell by public auction at the spot, at Beruwala, on May 10, 1924, at 2.30 P.M., the following property appearing in the schedule below, the 2nd land also will be sold at the 1st land.

SCHEDULE.

1. An undivided $\frac{5}{6}$ shares of soil and trees and $\frac{5}{6}$ shares of defendant's residing tiled house and the entirety of the tiled upstairs boutique consists of two rooms built by the defendant standing on the land called Wellabodaowita, situated at Beruwala; and bounded on the north by the Pokunubodawatta and wela, east by lands in plans Nos. 76,469 and 76,470 *alias* rail road, south by road leading to Deenagoda, and west by portion of Welabodaowita whereon boutique stands; containing in extent 1 rood and 5 perches.

2. An undivided $\frac{1}{2}$ share of the soil and of all the things including the rubber plantation of the land called Wanahingodakele marked 19,343 in plan No. 13,394, situated at Wanahingoda; and bounded on the north by Pelawattadumulla belonging to Don Juan Naide and Wanahingodakele, east by Wanahingodakele and lot No. 19345 in plan No. 12,894, south by land in plan No. 13,676, and west by Wanahingodakumbura, Wanahingodakele, and Wanahingodawatta; containing in extent 14 acres 2 roods and 23 perches.

For further particulars apply to Messrs. Ebert & Kannagara, Proctors and Notaries, Kalutara, or to the undersigned auctioneer

C. JAYAWARDENE,
Licensed Auctioneer.

Kalutara, April 30, 1924.

Auction Sale.

In the District Court of Kalutara.

Katherine Perera of Alutgama and others Plaintiff.
No. 11,084. Vs.

Victor de Silva of the Excise Office, Colombo, and others Defendant.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction, on Thursday, June 26, 1924, at 3 P.M. at the spot the following property, to wit:—

An allotment of land called Sudusingha Aratchiwatta, Patirage and Mahawellewatta *alias* Mekandewellapelawatta, situated at Welapura Kalutara, in the District of Kalutara; containing in extent 1 acre 2 roods and 8 perches (exclusive of the portion of land covered by the house on the southern side, which is an encroachment on this land).

The said land will be first put up for sale among the co-owners at its appraised value, and if not purchased by any of them at its appraised value then it will be put up for sale among the public.

For further particulars please apply to Messrs. Ebert & Kannagara, Proctors, or to me:

Kalutara, May 6, 1924.

P. D. E. ALBERT,
Licensed Auctioneer.

Auction Sale.

Land at Dambadura in Ragam Pattu of Alutkuru Korale, in the District of Colombo.

In the District Court of Negombo.

Audibuduge Daniel Fernando of Dambadura Plaintiff.
No. 16,516. Vs.

Paththage Simon Fernando of Dambadura in Ragam pattu 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. 600, with interest thereon at 9 per cent. per annum from January 29, 1924, till payment in full and cost of suit, I shall sell the under-mentioned property mortgaged as a primary mortgage, by bond No. 808 dated February 2, 1914, and attested by B. T. F. Jayasekera, Notary Public, by public auction, at the spot, at 10 A.M. on Saturday, May 31, 1924, viz.:—

An undivided $\frac{2}{16}$ shares of the land called Thimbirigalagahawatta and the thereto adjoining field Thimbirigalagahawatta, situate at Dambadura in Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; containing in extent about 3 acres and all the plantations standing thereon, and registered under B 138/346, Colombo.

For further particulars please apply to B. de Zylva, Esq., Proctor, Negombo, or to me:

Negombo, May 6, 1924.

C. M. LIATAN,
Licensed Auctioneer.

Auction Sale.

Valuable Properties in Imbulmalgama, Dehigamfald, Diyapalagoda in Yatinuwara, Kandy District, near Peradeniya.

UNDER mortgage decree in case No. 30,820, D. C., Kandy, entered in favour of the plaintiff, Abdul Majidu Lebbe of Munwatugoda, against the defendant S. R. B. Kudabanda Amunugama and another, both of Dehigama, I shall sell by public auction at the respective spots, commencing at 1 P.M. on Saturday, June 7, 1924:—

Lands situated at Imbulmalgama in Meda palata of Yatinuwara.

1. An undivided $\frac{1}{2}$ share of Pangasgawa-asweddumakumbura of 2 pelas and 5 lahas paddy sowing extent.
2. One-fourth of Ratnidakumbura of 2 pelas.
3. One-fourth of Muththettudepelakumbura of 3 pelas.
4. One-fourth of Wattatennawatta of 6 acres in extent.
5. One-fourth of Henagedarawatta of 3 acres.
6. One-third of the Northern 2 pelas of Diyakeline-walauwawatta of 1 amunam.
7. One-fourth of Imbulmalgamawalauwawatta of 6 pelas.

Lands situated at Dehigama *alias* Moladanda in Yatinuwara.

8. One-third of Galkaduwahena of 1 yelamuna paddy sowing extent.
9. One-third of Wetakapathekumbura of 18 lahas.
10. One-third of Kanahalekumbura of 1 amunam.
11. One-third of Gamawalaupewewatta of 6 pelas.
12. Half of Tumbekumbura of 16 lahas, situated at Dodaniwela in Yatinuwara.
13. Half of Palangakumbura of 2 pelas and 5 lahas, situated at Deyapalgoda in Yatinuwara.

For further particulars apply to H. A. C. Wickremaratne, Esq., Proctor and Notary, Kandy, or to—

A. R. WICKREMESAHERE,

No. 8, Cross street, Kandy. Auctioneer.

Auction Sale under Mortgage Decree.

UPON commission issued to me in case No. 20,677, D. C., Galle, for the recovery of the amount therein stated, I shall sell at the spot at 2 P.M. on Saturday, May 17, 1924:—All those the soil and trees of and the buildings on lot B of the land composed of the three adjoining lands called Onbagahawatta, Suriyagahawatta, and Alutwalagawatta, which lot is in extent 1 rood 3·95 perches, situate at Dodanduwa as per plan filed in D. C., Galle, partition case No. 15,444; bounded on the north-west by portion of this land, north-east by lot C, south-east by footpath, and south-west by lot A and Beligahawatta.

Further particulars from E. S. Jayawickrama, Esq., Proctor, Supreme Court, Galle, or—

U. B. WIJEKOON,
Auctioneer.

Galle, May 3, 1924.

Auction Sale under Mortgage Decree.

UPON commission issued to me by the District Court of Galle, in case No. 20,215, I shall sell the following properties to recover the amount stated in the said decree, viz.:

On Wednesday, May 21, 1924, commencing from 10 A.M.

(1) All the soil and trees of with the buildings on the defined portion of the land called Pinkandewatta, situate at Katukoliha in Wellaboda pattu of the District of Galle; containing in extent about 8 acres.

(2) All that undivided $\frac{1}{2}$ part of the soil and trees of the land called Pinkandewatta, situate at Pinkanda in Katukoliha aforesaid; containing in extent 3 acres 2 roods and 13 perches.

(3) All that tiled wattle walled 11 cubits house standing on and all that undivided $\frac{1}{2}$ part of the soil and trees of the defined and contiguous lots marked B, C, D, and E of the land Laolugahawatta, situate at Katukoliha aforesaid; containing in extent 2 roods and 33·78 perches.

(4) All that undivided $\frac{1}{2}$ part of the soil and trees of the defined portion of the land called Galgodawatta *alias* Beratuduwegalagodawatta (exclusive of an undivided $\frac{1}{2}$ part of the 2nd plantation), situate at eratuduwa in Katukoliha aforesaid; containing in extent about 2 acres and 1 rood.

(5) All those undivided $\frac{4}{12}$ parts of the soil and trees of the land called Suduwetiyebedda *alias* Pinkanda, situate at Katukoliha aforesaid; containing in extent 4 acres and 18 perches.

(6) All those undivided $\frac{7}{64}$ parts of the soil and trees of the defined lot 3 of Laolugahawatta, together with 45 coconut trees planted by P. V. M. Goonawardana, and the 7 cubits wattle-walled tiled house and the bakery of the said lot, situate at Katukoliha aforesaid; containing in extent about 5 acres.

On Thursday, May 22, 1924, commencing from 10 A.M.

(7) All that undivided $\frac{1}{18}$ part of the soil and trees of the land called Delgahadoowawatta *alias* Mahadoowa, situate at Tiranagama in Wellaboda pattu aforesaid; containing in extent about 14 acres and 2 roods.

(8) All that field called Hatarahaulowitakumbura, situate at Tiranagama aforesaid; containing 12 kurunies paddy sowing extent.

(9) All that undivided $\frac{1}{18}$ part of the soil and trees of the land Punchidoowawatta, situate at Tiranagama aforesaid; containing in extent about 6 acres.

(10) All those $\frac{5}{6}$ parts of the undivided planter's $\frac{1}{2}$ share of the plantation made by K. T. G. Geeris Balappu within

an undefined extent of about 2 roods towards the north of the land Divelwatta. (b) All that planter's undivided share of the 3rd plantation made by W. K. Alexander within the said extent of 2 roods. (c) All that $\frac{1}{2}$ part of the planter's undivided share of the 2nd plantation made by K. G. Don Dias within the said land. (d) All that $\frac{1}{2}$ part of the planter's undivided share of the 2nd plantation made by T. Lewis within the said land. (e) The undivided planter's share of the plantation made by K. G. David *alias* Endoris. (f) All those plantation made by the 2nd defendant within the said land and all those undivided $\frac{5}{504}$ parts, $\frac{1}{127}$ part, $\frac{1}{1,152}$ part, $\frac{1}{567}$ part, $\frac{1}{3}$ of $\frac{1}{36}$ part, and $\frac{1}{36}$ parts of the soil and soil share trees of the said land Didelwatta, together with the 7 cubits cadjan house on the said land, situate at Tiranagama aforesaid; containing in extent about 10 acres.

(11) All those plantations made by the 2nd defendant within and all those undivided $\frac{5}{504}$ parts, $\frac{43}{2,268}$ parts, $\frac{1}{288}$ part, and $\frac{1}{36}$ part of the soil and soil share trees of the land called Hatharahaulowita, situate at Tiranagama aforesaid; containing $\frac{4}{3}$ amunams paddy sowing extent.

(12) All those undivided $\frac{1}{2}$ and $\frac{1}{12}$ parts of the land Galpottewatta, situate at Tiranagama aforesaid; containing in extent about $2\frac{1}{2}$ acres.

(13) All those 37 coconut trees planted by the 2nd defendant within and all those undivided $\frac{6}{32}$ parts of the land Eladegodaowita, situate at Tiranagama aforesaid; containing 4 bushels paddy sowing extent.

(14) All that plantation made by the 2nd defendant within and all that undivided $\frac{1}{32}$ part of the land Kottambagahawatta, situate at Tiranagama aforesaid; containing in extent about 1 acre.

On Friday, May 23, 1924, commencing from 1 P.M.

(15) All the soil and trees of the subdivided northern portion of the defined lot B of the land called Pambaketiye-watta, with the buildings standing on the said northern portion, situate at Ganagama in Gangaboda pattu aforesaid; containing in extent $5\frac{1}{2}$ acres.

(16) All that defined middle portion of the land called Pashaulkumbura, situate at Ganagama aforesaid; containing 16 kurunies paddy sowing extent.

On Saturday, May 24, 1924, at 11 A.M.

(17) All that undivided $\frac{1}{24}$ part of the land Talgahawatta *alias* Punchiwatta, exclusive of the planter's undivided $\frac{1}{2}$ share of the 2nd plantation thereof, situate at Dodanduwa; containing in extent about $1\frac{1}{2}$ acre.

Commencing from 2 P.M.

(18) All that land called Elaegodakajugahakumbura, situate at Hikkaduwa; containing 20 kurunies paddy sowing extent.

(19) All that land called Ela-addarakumbura, situate at Hikkaduwa; containing 16 kurunies paddy sowing extent.

(20) All that undivided $\frac{1}{14}$ part of all the soil and trees of the land Ambalamalangkahatagahawatta, together with the 11 cubits tiled house on it, situate at Hikkaduwa; containing in extent 2 acres 3 roods and $20\frac{1}{2}$ perches.

Conditions of sale will be read over before the sale.

For further particulars please apply to E. S. Jayawickrama, Esq., Proctor Supreme Court, Galle, or to me:

Galle, April 30, 1924.

U. B. WIJEKOON,
Licensed Auctioneer.

Auction Sale.

In the District Court of Galle.
Balas Mendias de Silva of Magalla in Galle Plaintiff.
No. 20,400 Vs.

(1) Usubu Lebbe Abdul, (2) Samsi Lebbe Marikar Hadji Umma, both of Kottugoda, Galle Defendants.

BY virtue of a commission issued to me in the above case to recover the sum of Rs. 1,494·87, with interest thereon at 9 per cent. per annum from October 25, 1923, till payment in full, and costs of suit, I will sell by public auction on Saturday, May 17, 1924, commencing at 4 P.M. at the respective spots, the following property, to wit:—

(1) All that defined allotment of land $11\frac{1}{2}$ more or less yards in length and $5\frac{1}{2}$ more or less yards in width of the

land called Kail watta *alias* Raiherdage Raiganwatta, together with the boutique standing thereon, situate at Galupiadda in Galle; and bounded on the north by Kailawatta, east by the boutique house belonging to Kunji Bawa Abdul Cassim, south by high road, and west by boutique house belonging to Pattu Muttu Natchia.

(2) The entire soil and the remaining fruit trees exclusive of the planter's share of the fruit trees of the second plantation of Kapupitikegawatta of the extent of 3 roods and 14.48 perches, situated at Bataduwa in Galle; and bounded on the north by Egodaellawatta, north-east by Badulige-watta, east by Naiduwegewatta and Galanduwalangaowita, south by Ehetugahaliadda, and west by Pokunegodawatta.

For further particulars apply to E. C. Abeygunawardene, Esq., Proctor and Notary for to me:

Galle, April 30, 1924. J. H. D. ABEYGUNAWARDENE,
Licensed Auctioneer.

Auction Sale.

In the District Court of Galle.

Edwin Henry Dias Wijewickrama of Godagama in Hikkaduwa Plaintiff
No. 21,251. Vs.

Nicholas de Silva Gunatilleka of Godagama in Hikkaduwa Defendant.

BY virtue of a commission issued to me in the above case to recover the sum of Rs. 905, with interest thereon at 9 per cent. per annum from February 29, 1924, and costs, I will sell by public auction on Friday, May 16, 1924, commencing at 4 P.M. at the respective spots, the following property, to wit:—

(1) All that undivided $\frac{6}{8}$ of $\frac{1}{2}$ of 6/7 parts of Bowegodawatta, containing in extent about 8 acres, situate at Telwatta in Wellaboda pattu; and bounded on the north and east by river, south by Himburanewela, west by Kumaragewatta and Palwatta.

(2) All that undivided $\frac{6}{8}$ of ($\frac{1}{2} + \frac{1}{2}$) of the soil and of the fruit trees of the second and third plantations $\frac{6}{8}$ of the planter's share of the fruit trees of the third plantation of Bandiyawatta about $1\frac{1}{2}$ acre, together with undivided $\frac{2}{3}$ of 11 cubits white-washed tiled house standing thereon, situate at Telwatta aforesaid; bounded on the north by Bandiyagodamuttettuwa, east by Godagedarawatta, south by Laddu Sarappuwapadinchiwatta, west by the western portion of the said Bandidiyawatta.

(3) All that undivided $\frac{6}{8}$ parts of the field called Kosgahawellagaminnekumbura about 2 pelus of paddy sowing extent, situate at Godagama in Wellaboda pattu; bounded on the north by high road, east by eastern portion of the said field, south by the field belonging to Nagahawattage, Police Officer, deceased, west by Crown jungle.

(4) All that undivided $\frac{11}{12}$ parts of the land Indigahadumulla, bearing No. 76, containing 1 bushel and 1 peck of paddy sowing extent, situate at Godagama aforesaid; bounded on the north, east, and south by Crown-jungle, and west by Daluwattegegoipala.

For further particulars apply to A. E. P. Jayatilleka, Esq., Proctor and Notary, Galle, or to me:

Galle, May 1, 1924. J. H. D. ABEYGUNAWARDENE,
Licensed Auctioneer.

Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 20,634, D. C. Galle, in favour of Kattigoda Kankanange Albert de Silva of Gintota, against Tittagalle Gamage Aron Singho of Atanikita, (2) Bambarawana Liyanage Amarasena, and (3) Tittagalle Gamage Elpina, both of Galle Bazaar, and the order issued therein I shall sell by public auction, at the spots on May 31, 1924, commencing at 2.30 P.M., the following property declared bound and executable for the recovery of Rs. 671.41, with interest at 9 per cent. per annum from November 9, 1923, and costs of suit:—

1. An undivided $\frac{2}{7}$ parts of the planter's half share of the trees of the first, second, and third plantations and

an undivided $\frac{2}{7}$ of 15/16 parts of all the remaining trees and soil of the eastern portion separated off by a road of the extent of about 10 perches of lot C of the extent of 6 acres 3 roods and 35 perches called Kongahakanattewatta, Kongahakanatte Ilukkoratuwa depicted in plan No. 117, made by Mr. S. H. Dahanayake, Surveyor, situate at Atanikita in Talpe pattu of Galle.

2. An undivided $\frac{2}{7}$ parts of the planter's half share of the trees of the first, second, and third plantations and an undivided $\frac{2}{7}$ of 15/16 parts of all the remaining trees and soil of lot B called Kongahakanattewatta or land in title plan No. 126,835 depicted in plan No. 117 aforesaid, together with an undivided $\frac{2}{7}$ parts of the houses and buildings standing thereon, situate at Atanikita aforesaid; in extent 1 acre 1 rood 15 perches.

3. An undivided $\frac{2}{7}$ parts of the planter's half share of the trees of the first, second, and third plantations and an undivided $\frac{2}{7}$ of 15/16 parts of all the remaining trees and soil of lot A called Kongahakanattewatta depicted in plan No. 117 aforesaid, situate at Atanikita aforesaid; in extent 9.25 perches.

4. An undivided $\frac{2}{7}$ parts of all the trees and soil of Kahangahahena, No. 7928/A582 depicted in title plan No. 269,136, situate at Kataluwa in Talpe pattu aforesaid; in extent 1 acre 28 perches.

Galle, May 2, 1924. CHAS. M. GOONASEKERA,
Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

Kankani Tautiri Carnolis de Silva of Rambukkana Plaintiff.
No. 9,704. Vs.

(1) Appuhamy Wadumelage James Silva, and wife (2) Jayasooriya Mudiyanelage Punchi Menidk, (3) Nawaratna Mudiyanelage Punchi Banda, all of Rambukkana in Kinigoda korale, (4) Boyalane Dewalyalage Palaya of Katupitiya of Tiragandaha korale 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, May 31, 1924, commencing at 2 P.M. on the first land therein below:—

1. An undivided $\frac{1}{2}$ share of Hittinagedarawatta of about 2 lahas kurakkan sowing extent and of its adjoining Miyana oladeniyakumbura of 2 pelus paddy sowing extent and of Migahakumbura of 3 pelus and 5 lahas paddy sowing extent and of the plantations, houses, and buildings thereon.

2. An undivided $\frac{1}{2}$ share of Pallepitiyekumbura of 2 pelus paddy sowing extent and of its adjoining Godakumbura of 2 pelus paddy sowing extent and of Godellewatta of about 3 lahas kurakkan sowing extent, both situate at Belgoda in Tiragandaha korale.

3. An undivided $\frac{1}{2}$ share of Kadiragahadeniyekumbura of 5 pelus and 5 lahas paddy sowing extent, situate at Katupitiya aforesaid.

4. An undivided $\frac{1}{2}$ share of Migahalandewatta of 15 lahas kurakkan sowing extent, situate at Belgoda aforesaid.

5. An undivided $\frac{1}{2}$ share of Pinchilingagawa-aramba of 6 lahas kurakkan sowing.

6. An undivided $\frac{1}{2}$ share of Kongahamulahena of 3 pelus paddy sowing.

7. An undivided $\frac{1}{2}$ share of Millagahamulahena of 2 pelus paddy sowing.

8. An undivided $\frac{1}{2}$ share of Dewalegawalandahena of 1 pela paddy sowing.

9. An undivided $\frac{1}{2}$ share of Migahalandehena of 15 lahas paddy sowing.

10. An undivided $\frac{1}{2}$ share of Bogahamulawatta of 6 pelus paddy sowing.

11. An undivided $\frac{1}{2}$ share of Asseddumewatta of 2 pelus paddy sowing.

12. An undivided $\frac{1}{4}$ share of Rettamulahena of 3 pelas paddy sowing.
13. An undivided $\frac{1}{4}$ share of Veillamulahena of 2 pelas paddy sowing.
14. An undivided $\frac{1}{4}$ share of Tuttiripitiye of 1 pela paddy sowing.
15. An undivided $\frac{1}{4}$ share of Bogahamulahena of 15 lahas paddy sowing.
16. An undivided $\frac{1}{4}$ share of Kosgahamulahena of 1 pela paddy sowing.
17. An undivided $\frac{1}{4}$ share of Udadeniyeveillehena of 3 pelas paddy sowing.
18. An undivided $\frac{1}{4}$ share of Nilewattehena of 15 lahas paddy sowing.
19. An undivided $\frac{1}{4}$ share of Godellewatta of 1 pela paddy sowing.
20. An undivided $\frac{1}{4}$ share of Rammidellagallehena of 2 pelas paddy sowing.
21. An undivided $\frac{1}{4}$ share of Leeniyagollehena of 2 pelas paddy sowing.
22. An undivided $\frac{1}{4}$ share of Ketakelagahamulahena of 2 pelas and 5 lahas paddy sowing.
23. An undivided $\frac{1}{4}$ share of Pinchilindagawamaha-aramba of 2 pelas paddy sowing.
24. An undivided $\frac{1}{4}$ share of Halmillagahamulahena of 2 pelas paddy sowing, all situate at Belgoda in Tiragandahe korale.

Further particulars from me:

T. B. AMUNUGAMA,
Licensed Auctioneer.

Kurungaha, May 6, 1924.

Auction Sale

In the District Court of Chilaw.

No. 1,453 T. In the Matter of the Intestate Estate of the late Jayalath Kaluarachchige Wimala Sinto Appuhamy of Kaluachchimulla, deceased.

Jayalath Kaluarachchige Wimala Appuhamy of Kaluachchimulla, Petitioner.

Under and in virtue of the commission issued to us by the District Court in case No. 1,453, D. C., Chilaw, we shall offer for sale by public auction, on Saturday, May 24, 1924, at Kaluachchimulla and Sendriyamulla, commencing from 10.30 A.M., the following lands, viz.:

1. The undivided $\frac{1}{4}$ share of the land called Meegahawatta, situate at Kaluachchimulla in Otara palata of Pitigal korale south, in the District of Chilaw; containing in extent 4 acres.
2. An undivided $\frac{1}{4}$ share of the land called Dawatagaha-kele *alias* Dawatagahalanda, situate as aforesaid; containing in extent 5 acres.
3. An undivided $\frac{1}{4}$ share of the land called Dawatagaha-kele *alias* Dawatagahalanda, situate as aforesaid; containing in extent about 9 acres and 3 roods.
4. An undivided $\frac{1}{4}$ share of Baduwattekele, situate as aforesaid; containing in extent 3 roods.
5. An undivided $\frac{1}{4}$ share of the land called Kajugahawatta, situate as aforesaid; containing in extent 1 acre.
6. An undivided $\frac{1}{4}$ share of the land called Kahatagahawatta, situate as aforesaid; containing in extent $\frac{1}{2}$ an acre.
7. An undivided $\frac{1}{4}$ share of the land called Kahatagahaidama, situate as aforesaid; containing in extent 3 roods.
8. An undivided $\frac{1}{4}$ share of the land called Narangahawatta, situate as aforesaid; in extent 3 acres and 3 roods.
9. An undivided $\frac{1}{4}$ share of the land called Bakmeegahakumbura, situate at Sendriyamulla; containing in extent 6 lahas paddy sowing soil.
10. An undivided $\frac{1}{4}$ share of the land called Dangahakumbura, situate as aforesaid; containing in extent 6 lahas of paddy sowing soil.
11. An undivided $\frac{1}{4}$ share of the land called Unagahakumbura, situate as aforesaid; in extent 6 lahas of paddy sowing soil.

12. An undivided $\frac{1}{4}$ share of the land called Kahagolle-kumbura, situate as aforesaid; containing in extent 6 lahas of paddy sowing soil.

13. An undivided $\frac{1}{4}$ share of the land called Delgahakumbura, situate as aforesaid; in extent 10 lahas paddy sowing soil.

14. An undivided $\frac{1}{4}$ share of the land called Divulgahakumbura, situate at Kaluachchimulla; in extent 16 lahas paddy sowing soil.

15. An undivided $\frac{1}{4}$ share of the land called Walakumbura, situate as aforesaid; in extent 10 lahas of paddy sowing soil.

16. An undivided $\frac{1}{4}$ share of the land called Kanuketiya-kumbura, situate as aforesaid; in extent 10 lahas of paddy sowing soil.

17. An undivided $\frac{1}{4}$ share of the land called Dungalpitiya, situate as aforesaid; in extent 10 lahas of paddy sowing soil.

18. An undivided $\frac{1}{4}$ share of the land called Bakmigahakumbura, situate as aforesaid; in extent 10 lahas of paddy sowing soil.

B. M. CARRIM,
Auctioneer.

Chilaw, May 3, 1924.

Auction Sale.

In the District Court of Chilaw.

Sana Kawanna Mohammada Tambi Rawutter of Chilaw, Plaintiff.

No. 7,341.

- (1) Pitche Umma of Moor street, Chilaw, (2) Yacob Lebbe of ditto, (3) Mohammodu Abdul Rasaku Lebbe of 4th Cross street, Puttalam, (4) Musa Umma, and her husband (5) Abbo Cassim Marikar, both of Madampe, (6) Abdul Sathar Lebbe, (7) Muttuinma, (8) Abdul Jabar, all of Moor street, Chilaw; the 6th, 7th, and 8th defendants being minors by their guardian *ad litem* the above-named 1st defendant. Defendants.

UNDER decree in the above case entered in favour of the plaintiff, against the defendants above named and by virtue of the order issued to me in the above case for the recovery of the amount therein stated, I shall sell by public auction the under-mentioned property, at the spots, on Wednesday, June 4, 1924, commencing at 3 P.M.:

(a) An undivided $\frac{4}{6}$ shares of the land called Weeduwalavukkani, together with an undivided $\frac{1}{4}$ share of the roof of the cadjan house standing thereon, situate at Moor street, Chilaw; containing in extent about $\frac{1}{2}$ an acre.

(b) An undivided extent of 599 tobacco plants plantable soil from and out of the land called Weeramarattadygala, situate at Moor street, Chilaw; containing in extent 2,420 tobacco plants plantable soil.

M. G. E. FERNANDO,
Auctioneer and Broker.

Chilaw, May 6, 1924.

Application for Enrolment as a Proctor.

SIX weeks hence Stanislaus Perera Ranasinghe, of East Lynne, Tudella, Ja-ela shall apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court, to be admitted and enrolled a Proctor of the said Court.

May 1, 1924.

S. P. RANASINGHE.

Cancellation and Revocation of Power of Attorney.

The power of attorney No. 18 of 1922, of B. K. 4, Vol. 27, executed by Ina Sena Ana Allapitche Maraikar, in favour of Una Sena Mohammodu Ali, and registered at Trichendur by V. Ganatha Iyer, Sub-Registrar, on February 14, 1922, is hereby cancelled and revoked.

R. SABAPATHY,
Proctor for Ina Sena Ana ALLAPITCHE MARAIKAR.

Table with columns: Index No., Reading, Writing, Arithmetic, Literature, Grammar, Geography, History, Hygiene, Drawing, Sewing, School Management, Total. Rows 612-633.

Second Year.—Females.

Table with columns: Index No., Reading, Writing, Arithmetic, Literature, Grammar, Geography, History, Hygiene, Drawing, Sewing, School Management, Total. Rows 634-750.

Third Year.—Males.

Table with columns: Index No., Reading, Writing, Arithmetic, Literature, Grammar, Geography, History, Hygiene, Drawing, Sewing, School Management, Total. Rows 751-843.

Table with columns: Index No., Reading, Writing, Arithmetic, Literature, Grammar, Geography, History, Hygiene, Drawing, Sewing, School Management, Total. Rows 846-880.

Third Year.—Females.

Table with columns: Index No., Reading, Writing, Arithmetic, Literature, Grammar, Geography, History, Hygiene, Drawing, Sewing, School Management, Total. Rows 884-1044.

TAMILS.

First Year.—Males.

Table with columns: Index No., Reading, Writing, Arithmetic, Literature, Grammar, Geography, History, Hygiene, Drawing, Sewing, School Management, Total. Rows 1045-1070.

First Year.—Females.

Table with columns: Index No., Reading, Writing, Arithmetic, Literature, Grammar, Geography, History, Hygiene, Drawing, Sewing, School Management, Total. Rows 1076-1077.

Second Year.—Males.

Index No.	Reading.	Writing.	Arithmetic.	Literature.	Grammar.	Geography.	History.	Hygiene.	Drawing.	Sewing.	School Management.	Total.
1078	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—
1087	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—
1088A	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—
1089	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—
1090	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—

Second Year.—Females.

1092	Absent.											
1094	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—

Third Year.—Males.

1098	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—
1099	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—
1100	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—
1101	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—
1102	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—

Third Year.—Females.

1103	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—
1104	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	D.	—

Education Office,
Colombo, May 6, 1924.

L. MACRAE,
Director of Education.

Closure of Area for Application Surveys in Central 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 Central Province in rotation according to areas.

2. The Province is divided into :—

- Area No. 1, which includes Matale District.
- Area No. 2, which includes Kandy District.
- Area No. 3, which includes Nuwara Eliya District.

3. Area No. 1 will be closed on June 1, 1924, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again re-opened. This, however, will not preclude applicants from submitting to me for registration, applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

4. The next area to be closed for survey will be area No. 2, followed in due course by area No. 3. Applications for the purchase or lease of Crown land in these two areas should be forwarded to me as early as possible.

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

C. J. DANE LANKTREE,
for Government Agent.

May 3, 1924.

Sale of Coconut Poonac.

NOTICE is hereby given that 12 cwt. of coconut poonac belonging to the Welikada Jail will be sold by public auction at the Welikada Jail premises at 9 A.M. on Thursday, May 22, 1924.

Welikada Prison,
May 6, 1924.

C. C. SCHOKMAN,
for-Superintendent.

Sale of Building Materials.

NOTICE is hereby given that the under-mentioned building materials, which are at present lying in the stores of the District Engineer, Anuradhapura, will be sold by auction on the spot, on Saturday, May 24, 1924, at 2 P.M. :—

List of Materials.

- 3 window frames, prison, complete with wooden bars, 4 ft. x 2 ft. 9 in.
- 14 brackets, wooden, 4 ft. 10 in. x 1 ft. 2 in. for shelves.
- 4 roof trusses, iron, old span, 13 ft. with verandah.
- 10 down pipes, 1 of 7 ft. 2 in. and 9 of 6 ft.
- 2 doors with wire gauze.

- 1 door frame, old.
- 7 fan lights with wire netting.
- 3 fan light frames.
- 18 frames with wire gauze (5 small and 13 large).
- 2 window frames, old.
- 5 pieces rolled steel joists 4 ft. x 12 in. x 6 in.
- 1 piece angle, iron, 7 ft. 8 in. x 6 in. x 6 in.
- 4 pipe sluice, 4 in. x 2 ft. 6 in.
- 2 pipes, iron, old, various.
- 2 door frames, old, 8 ft. 6 in. x 5 ft. 6 in. each.

2. The materials may be inspected at the site on permit of the District Engineer, Anuradhapura.

3. The purchasers will be required to deposit the full amount of the purchase money with the District Engineer, Anuradhapura, at the close of the auction, when the materials become the property of the respective buyers at their risk. All materials must be removed within three days from the date of sale.

Public Works Office, E. W. BARTHOLOMEW,
Colombo, May 7, 1924. for Director of Public Works.

Appointment of an Examiner of Mechanically-propelled Vehicles.

CHARLES HENRY EARLEY, Esq., Acting District Locomotive Superintendent, Ceylon Government Railway, Anuradhapura, is appointed an Examiner of Mechanically-propelled vehicles for the North-Central Province, in terms of section 4 of Ordinance No. 4 of 1916.

Anuradhapura Kachcheri,
April 30, 1924.

A. W. SEYMOUR,
Government Agent.

Sale of Ebony.

AN auction sale of the under-mentioned ebony will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Friday, June 6, 1924, at 9 A.M., subject to the following conditions :—

1. The timber will be put up in lots to suit buyers at a rate per lot, and no advance of less than Re. 1 per lot will be accepted.
2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.
4. Depot weights must be accepted, but buyers can have the right of giving notice, before the expiration of the date of payment, of having the actual weight ascertained. Should the difference between the depot weight and the weight ascertained after re-weighing be more than 1 1/2 per cent., the cost of re-weighing is to be borne by the Forest Department, and if within 1 1/2 per cent. by the purchaser; any difference between the depot weight and the weight ascertained after re-weighing is to be paid or allowed for, as the case may be. Should two or more purchasers desire to re-weigh their timber on the same day, precedence will be given to the buyer whose notification of intention to re-weigh reaches the Assistant Conservator of Forests first.
5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.
6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the re-sale, while, if an enhanced price is realized at such re-sale, he shall, however, have no claim to the profit which shall accrue to Government.
7. Agents bidding for others will be required to produce a written authority from the firm or persons for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.

Quantity offered for Sale.

Forest Division.	No. of Log or Lot.	Tons. cwt.	qr.	lb.
North-Central	127	10	14	0

LIST OF EBONY LOGS REFERRED TO.
North-Central Division.

Divisional No.	C. T. D. No.	Length.		Girth.			Weight.			Remarks.
		Ft.	in.	Ft.	in.	in.	Tons.	cwt.	qr.		lb.
98	2128	11	6	2	3	0	2	1	7	Black
95	2139	11	9	3	0	0	2	3	0	Slightly marked
62	2168	8	0	2	3	0	0	2	14	
70	2169	9	0	3	9	0	4	1	0	
58	2176	7	11	2	2	0	1	3	0	Black
57	2179	12	0	3	1	0	2	2	7	
66	2194	10	0	1	9	0	1	0	0	
85		6	6	1	7	0	0	2	0	
56		10	0	1	1	0	0	2	14	Black
76	2255	11	6	1	2	0	0	2	0	
57		6	10	1	7	0	0	3	0	
80		6	0	1	10	0	0	3	0	Black
79	2256	5	0	2	0	0	1	2	14	
18		6	0	2	9	0	1	1	0	
85		9	0	1	7	0	0	3	7	Black
86	2256	7	9	1	6	0	0	3	0	
83		6	6	2	4	0	0	3	0	
62		5	0	2	2	0	0	3	0	Black
59	2462	5	8	2	8	0	0	3	7	
159		9	3	1	5	0	0	3	0	
218		8	9	1	3	0	0	2	7	Black
72	2463	11	6	1	3	0	0	2	7	
81		5	3	1	10	0	0	2	14	Black
44		6	9	1	3	0	0	1	7	
91	2464	9	3	2	0	0	1	0	21	
200		7	0	0	10	0	0	0	14	Black
57		7	9	1	3	0	0	1	21	
71	2473	12	0	1	0	0	0	2	0	
104		8	9	1	3	0	0	2	7	Black
182		7	9	1	10	0	1	0	0	
16	2476	10	3	1	6	0	0	3	21	
62		9	0	1	4	0	0	1	21	Black
19		8	0	1	1	0	0	2	7	
201	2477	8	0	1	1	0	0	1	21	
233		8	9	1	6	0	0	3	0	Black
106		12	9	2	7	0	2	0	0	
75	2478	9	0	2	2	0	1	3	0	
156		14	6	1	0	0	0	2	21	Black
31		12	0	1	1	0	0	1	7	
113	2480	11	3	0	10	0	0	1	21	Black
100		8	6	1	4	0	0	2	7	
12		8	9	1	5	0	1	0	0	
107	2481	8	5	1	0	0	0	1	0	
219		7	0	1	7	0	0	3	14	Black
154		9	6	0	10	0	0	3	21	
108	2482	8	3	1	5	0	0	3	7	
101		8	9	1	5	0	1	0	0	Black
11		7	9	1	1	0	0	1	14	
90	2483	9	9	1	3	0	0	2	21	
55		10	9	1	2	0	0	2	0	Black
194		7	3	1	7	0	0	2	14	
156	2484	13	9	1	3	0	1	0	14	
73		12	6	1	4	0	0	3	0	Black
56		12	6	1	2	0	0	2	21	
221	2485	7	9	1	1	0	0	1	14	
64		8	6	1	8	0	0	2	14	Black
169		7	9	2	0	0	1	1	0	
160	2486	18	0	1	2	0	0	3	7	
59		10	0	1	2	0	0	2	21	Black
211		15	6	1	1	0	0	2	7	

Divisional No.	C. T. D. No.	Length.		Girth.		Weight.			Remarks.	
		Ft.	in.	Ft.	in.	Tons.	cwt.	qr.		lb.
215	2497	11	9	1	6	0	0	2	21	
79		15	0	1	3	0	1	0	0	Black
124		11	0	1	3	0	0	2	21	
84	2498	9	9	2	0	0	1	3	0	
132		5	0	0	11	0	0	0	7	Black
118		6	9	2	1	0	1	0	21	
217	2499	12	6	1	0	0	0	3	0	
198		6	0	2	2	0	1	0	0	Black
29		13	0	1	8	0	1	2	0	
209	2501	7	3	1	2	0	0	2	0	
138		13	0	2	2	0	2	2	14	Black
33		13	11	2	6	0	2	0	0	
189	2509	10	9	2	0	0	1	2	0	
187		12	0	2	3	0	1	0	7	Black
15		15	0	1	7	0	1	2	7	
14	2510	7	6	1	10	0	0	3	0	
122		10	3	1	4	0	0	2	0	Black
135		13	3	1	3	0	0	2	7	
40	2511	13	9	2	2	0	1	1	0	
132		11	9	1	3	0	0	2	14	Black
13		6	3	1	6	0	0	3	7	
23	2514	6	9	1	8	0	1	0	0	
30		8	6	2	0	0	1	1	0	Black
137		11	3	2	0	0	0	3	14	
193	2515	10	6	1	8	0	0	2	21	
49		9	3	1	6	0	0	3	14	Black
136		10	3	1	8	0	1	1	0	
206	2516	8	6	2	0	0	1	2	0	
4		11	3	1	6	0	1	0	0	Black
214		10	9	1	9	0	1	1	21	
89	2559	8	9	1	7	0	0	3	21	
66		13	0	1	9	0	1	1	0	Black
176		11	3	1	8	0	1	0	0	
95	2575	9	0	2	3	0	1	2	14	
216		7	9	1	10	0	1	1	0	Black
21		13	9	1	5	0	1	0	21	
262	2579	4	9	0	10	0	0	0	7	Black
272		11	3	1	5	0	1	0	0	Slightly marked
260		9	2	2	1	0	2	0	0	
276	2581	7	3	5	5	0	5	2	0	
271		7	6	2	5	0	2	0	0	Black
267		11	9	2	2	0	2	2	7	
247	2585	8	0	2	8	0	2	1	21	
246		7	6	2	4	0	1	3	14	Black
244		8	3	2	1	0	1	3	0	
277	2588	8	0	2	0	0	1	7		
268		8	0	2	1	0	1	7		
243		8	0	2	0	0	1	7		
279	2592	7	6	2	1	0	2	0	0	Black
33B		6	0	1	6	0	0	2	0	
33A		5	3	2	2	0	1	0	0	Marked
28	2716	3	6	1	0	0	0	1	0	
24		14	6	3	6	0	10	2	0	Slightly marked
36		14	6	4	6	0	13	2	7	
38	2718	20	3	2	6	0	6	1	0	Black
41		21	9	3	0	0	9	0	14	Slightly marked
50		19	9	3	3	0	12	0	14	Black
35	2721	21	9	2	7	0	6	3	21	Slightly marked
40		24	6	2	4	0	8	0	0	Black
35		14	0	3	10	0	11	3	14	Marked
40	2724	10	3	2	4	0	5	0	0	Black
127		13	3	2	6	0	4	2	14	Black
Total						10 14 0 7				

Office of the Conservator of Forests, Kandy, May 6, 1924. J. D. SARGENT, Conservator of Forests.

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 Kandyans or of Muhammadans," I, Humphrey William Codrington, 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 Trustee.	Religious Denomination on whose behalf the Building is registered.
393	April 29, 1924	School Chapel	Ma'andura, Pitigal korale, Katugampola hatpattu, Kurunegala District	Rev. John de Silva, Minister	Wesleyan Mission

Registrar-General's Office, Colombo, April 29, 1924.

H. W. CODRINGTON, Registrar-General.

Rinderpest.

WHEREAS by proclamation, dated April 9, 1924, published in the *Government Gazette* No. 7,388 of April 17, 1924, the premises bearing assessment No. 21, situated at Jampettah 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 April 23, 1924.

The Municipal Office, CHAS. W. PATE,
Colombo, April 30, 1924. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated April 2, 1924, published in the *Government Gazette* No. 7,387 of April 11, 1924, the premises bearing assessment No. 2, situated at Kuruwe 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 April 14, 1924.

The Municipal Office, CHAS. W. PATE,
Colombo, April 30, 1924. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated April 1, 1924, published in the *Government Gazette* No. 7,387 of April 11, 1924, the premises bearing assessment No. 41, situated at Prince of Wales avenue, 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 April 8, 1924.

The Municipal Office, CHAS. W. PATE,
Colombo, April 30, 1924. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated April 1, 1924, published in the *Government Gazette* No. 7,387 of April 11, 1924, the premises bearing assessment No. 226, situated at Nagalagam 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 April 8, 1924.

The Municipal Office, CHAS. W. PATE,
Colombo, April 30, 1924. Municipal Veterinary Surgeon.

Rinderpest.

NOTICE is hereby given that the areas declared infected at Battaramulla, Hokandara, Mulleriyawa, Udumulla, Talahena, and Mulleriyawa Himbutana in Hewagam korale of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazettes* of January 11, 1924, February 15, 1924, February 22, 1924, March 28, 1924, April 4, 1924, and April 11, 1924, are now free from rinderpest.

The Kachcheri, R. J. PEREIRA,
Colombo, April 30, 1924. for Government Agent.

Rinderpest.

NOTICE is hereby given that the areas declared infected at Welikada, Kochchiawatta, Kirillapone, and Nawala in Colombo Mudaliyar's division of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazettes* of December 14, 1923, March 7, 1924, March 21, 1924, and April 4, 1924, are now free from rinderpest.

The Kachcheri, R. J. PEREIRA,
Colombo, April 30, 1924. for Government Agent.

Rinderpest.

NOTICE is hereby given that the area declared infected at Helumamahara in Siyane korale east of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923 and proclaimed in the *Gazette* No. 7,384 of March 28, 1924, is now free from rinderpest.

The Kachcheri, R. J. PEREIRA,
Colombo, April 30, 1924. for Government Agent.

Rinderpest.

NOTICE is hereby given the areas declared infected at Watinapaha, Kadirana North, and Maha Hunupitiya in Alutkuru korale north of the Western Province under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in the *Gazettes* of February 1, 1924, February 29, 1924, and March 28, 1924, are now free from rinderpest.

The Kachcheri, K. VAITHIANATHAN,
Colombo, May 1, 1924. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out at Gampaha Medagama, in Alutkuru korale south of Western Province: It is declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, viz. :—

The land called Ambagahawatta, bounded on north by dewata road, east by land belonging to Rubasinha Arachchige Girigoris Appu, south by land belonging to late Don Girigoris Veda Appuhami, and west by Gampaha-Orutota Village Committee road.

This declaration is to take effect from this day.

Wattala, April 24, 1924. TIMOTHY F. ABEYAKOON,
Mudaliyar, Alutkuru Korale South.

Rinderpest.

WHEREAS rinderpest has broken out at Peliyagoda Pattiya, in Alutkuru korale south of Western Province: It is declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, viz. :—

The area called Telambugahawatta, bounded on north by land belonging to Crown, south by cart road to Kelaniya, east by lands belonging to Kirige Nicholas Simon Dias and others, and west by land belonging to P. E. Perera.

This declaration is to take effect from this day.

Wattala, April 25, 1924. TIMOTHY F. ABEYAKOON,
Mudaliyar, Alutkuru Korale South.

Rinderpest.

WHEREAS rinderpest has broken out at Dombagoda, in Rayigam korale, Kalutara District, Western Province :

It is hereby declared that the area bounded on the north by Yalagala village, east by Kudalla village, south by Uduwara village, and on the west by Batagoda village, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from April 23, 1924.

Kalutara Kachcheri, T. W. GOONEWARDENE,
April 28, 1924. for Assistant Government Agent.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 4, 1924, published in the *Government Gazette* No. 7,375 dated the 15th idem, Millawa palata, in Mahagalboda Megda korale south, in Weudawilli hatpattu of the District of Kurunegala, was declared an infected area ; and whereas

foot-and-mouth disease no longer exists in the said palata, it is hereby declared free from foot-and-mouth disease, and to be no longer an infected area.

T e Kacheheri,
Kurunegala, May 5, 1924.

W. ABEYAWARDANE,
for Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Medagama and Tissawa palata in Tissawa korale of Dewameddi hatpattu, in the District of Kurunegala, North-Western Province : I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, that the said palata, the boundaries of which are specified below, are infected areas :—

Boundaries referred to.

North by Kolamuna-oya.
East by Kolamuna-oya.
South by Angomu korale.
West by Angomu korale and Giratalane korale.

A. MARAMBE,
Ratamahatmaya, Dewameddi
Hatpattu.
Bogamma, April 29, 1924.

LOCAL BOARD NOTICES.**Notice of Sale, Local Board, Gampola.**

NOTICE is hereby given that the house, &c., mentioned in the annexed schedule having been seized for non-payment of Police, Local Board, and water rates, Gampola, for the 4th quarter, 1923 will be sold by public auction on May 28, 29, and 30, 1924, at 8 A.M., on the spot, at Gampola, in conformity with the Local Boards Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale are duly paid.

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

Kandy Kachcheri,
May 3, 1924.

CARL E. ARNDT,
for Government Agent.

SCHEDULE.

Ambagamuwa street : Nos. 31, 37, 59, 60, 108, 109, 123, 128, 130, 132, 135, 137, 139, 156, 157, 170, 183, 189, 216 ; Hill road : Nos. 20, 25, 26, 34, 35, 44, 46, 47 ; Kandy street : Nos. 10, 11, 15, 22, 28, 29, 30, 47, 51, 52, 53, 54, 55, 56, 57, 58, 59, 78, 82, 83, 88, 101, 102, 103, 104, 105, 114, 135, 137, 138, 139, 140, 142, 143, 146, 147, 166, 179, 185, 187, 193, 194, 198, 199, 200 ; New Nuwara Eliya street : Nos. 6, 20, 21, 29, 30, 37, 44, 58, 69 ; Station road : Nos. 2, 8, 40, 50 ; Malabar street : Nos. 42, 114, 115, 117, 122, 123, 125, 130, 131, 132, 138, 141, 142 ; Kadugannawa street : Nos. 14, 17, 34 ; Molton street : Nos. 2, 21, 22, 26 ; Hill street : No. 25 ; Martyn's lane : Nos. 1, 3 ; Illawatura : Nos. 17A, 35, 36, 37, 38, 40, 41, 42, 42A, 43, 49, 60, 63, 66, 69, 70, 71, 72, 73A, 74, 80, 84, 87, 90, 91, 97, 98, 103, 111, 113, 114, 119, 120, 135, 138, 141, 143, 144, 145, 151, 152, 153 ; Byrde street : Nos. 4, 22, 28, 41, 42, 58, 59, 76, 80, 91, 94 ; Mahara : Nos. 47, 61, 62, 68 and 69, 72, 78 ; Keerapane : Nos. 1, 15, 17 and 18, 23, 29, 34, 38, 39, 40, 41, 42, 43, 44, 44A, 91, 89, 45, 49, 50, 55, 56, 59, 60, 61, 63, 66, 58, 75, 84, 85 ; Unamboowa : Nos. 12, 14, 15, 16, 18, 20 and 21, 22, 23, 30, 32, 33, 34, 41, 47, 50, 56, 58, 59 ; Kahatapitiya : Nos. 4, 9, 24, 25, 33, 37, 38, 42, 43, 49, 52, 69, 77, 86, 88, 90, 91, 96, 101, 107, 108, 121, 122, 128, 129, 130, 135, 136, 137, 146, 161, 166, 168, 169, 174, 176, 177, 178, 184, 185.

auction on May 28, 1924, at 8 A.M., on the spot, at Nawalapitiya, in conformity with the Local Boards Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale are duly paid.

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

Kandy Kachcheri,
May 5, 1924.

CARL E. ARNDT,
for Government Agent.

SCHEDULE.

Kotmale road : Nos. 1, 185 ; Ambagamuwa road : Nos. 18, 52, 84, 86, 99, 100, 101, 102, 103, 118, 119, 120, 121, 131, 140, 141, 154, 156 ; Dolosbage : Nos. 66 ; Gampola : Nos. 53, 56 and 57, 58, 59, 60, 61, 62, 63, 64 ; Karahandungala : Nos. 35, 37, 39, 40, 42, 43, 47, 48, 49, 55, 56, 60, 68, 73, 85, 86 ; Gampola road : Nos. 65 and 66, 85, 127, 128 ; Hill road : Nos. 40A, 43, 45, 63 ; Penitudumulla : Nos. 13, 14, 14A, 18, 22, 38, 44, 50, 55 ; Penituduwa : Nos. 33, 34, 35, 36 ; Karahandungala ; Nos. 1, 17, 29, 34.

Actual Revenue and Expenditure Statements of the Sanitary Board Towns of Puttalam and Chilaw Districts, 1923.

MADAMPPE.			
Revenue.		Expenditure.	
	Rs. c.		Rs. c.
Taxes ..	6,034 29	Administration ..	1,825 58
Licenses ..	5,852 1	Revenue services ..	392 90
Leases ..	213 0	Sanitation ..	4,953 46
Fines ..	81 70	Lighting ..	1,844 44
Miscellaneous ..	320 14	Miscellaneous ..	1,913 34
Other receipts ..	410 0	Works ..	982 77
		Other payments ..	25 0
	12,911 14		
Balance on January 1, 1923 ..	16,050 15	Balance on January 1, 1924 ..	11,937 49
	28,961 29		17,023 80
			28,961 29

NATTANDIYA.

NATTANDIYA.			
Revenue.		Expenditure.	
	Rs. c.		Rs. c.
Taxes ..	3,009 57	Administration ..	572 16
Licenses ..	619 17	Revenue services ..	195 01
Leases ..	241 55	Sanitation ..	1,968 89
Rents ..	5 0	Lighting ..	308 44
Fines ..	16 90	Miscellaneous ..	622 87
Miscellaneous ..	707 7	Works ..	939 35
Other receipts ..	30 0	Other payments ..	40 0
	4,629 26		4,945 12
Balance on January 1, 1923 ..	2,115 80	Balance on January 1, 1924 ..	1,799 94
	6,745 6		6,745 6

Notice of Sale, Local Board, Nawalapitiya.

NOTICE is hereby given that the houses, &c., mentioned in the annexed schedule at Nawalapitiya, having been seized for non-payment of Police, Local Board, and water rates for the 4th quarter, 1923, will be sold by public

MARAWILA.			
<i>Revenue.</i>		<i>Expenditure.</i>	
	Rs. c.		Rs. c.
Taxes ..	3,545 78	Administration ..	766 22
Licenses ..	695 0	Revenue services ..	351 48
Miscellaneous ..	148 18	Sanitation ..	1,887 89
Other receipts ..	10 0	Lighting ..	214 92
		Miscellaneous ..	400 19
		Works ..	961 5
		Other payments ..	10 0
Balance on January 1, 1923 ..	4,398 96	Balance on January 1, 1924 ..	4,591 75
	1,095 43		902 64
	5,494 39		5,494 39

MARAWILA.			
<i>Revenue.</i>		<i>Expenditure.</i>	
	Rs. c.		Rs. c.
Taxes ..	3,809 29	Administration ..	854 90
Licenses ..	741 0	Revenue services ..	180 0
Fines ..	25 0	Sanitation ..	2,389 25
Miscellaneous ..	60 0	Lighting ..	200 0
Other receipts ..	20 0	Miscellaneous ..	125 0
		Works ..	921 0
Balance on January 1, 1924 ..	4,655 29	Balance on January 1, 1925 ..	4,650 15
	902 64		907 78
	5,557 93		5,557 93

UDAPPU.			
<i>Revenue.</i>		<i>Expenditure.</i>	
	Rs. c.		Rs. c.
Taxes ..	2,231 36	Administration ..	224 43
Rents ..	30 80	Revenue services ..	307 50
Miscellaneous ..	0 45	Sanitation ..	1,484 44
		Lighting ..	89 40
		Miscellaneous ..	159 77
Balance on January 1, 1923 ..	2,262 61	Balance on January 1, 1924 ..	2,245 54
	0 41		17 48
	2,263 2		2,263 2

NATTANDIYA.			
<i>Revenue.</i>		<i>Expenditure.</i>	
	Rs. c.		Rs. c.
Taxes ..	3,398 96	Administration ..	857 40
Licenses ..	845 0	Revenue services ..	160 0
Fines ..	50 0	Sanitation ..	1,793 25
Miscellaneous ..	190 0	Lighting ..	250 0
Other receipts ..	20 0	Miscellaneous ..	600 0
		Works ..	885 35
Balance on January 1, 1924 ..	4,543 96	Balance on January 1, 1925 ..	4,559 0
	1,799 94		1,784 90
	6,343 90		6,343 90

KALPITIYA.			
<i>Revenue.</i>		<i>Expenditure.</i>	
	Rs. c.		Rs. c.
Taxes ..	5,114 47	Administration ..	1,107 51
Licenses ..	69 0	Revenue services ..	321 13
Rents ..	208 84	Sanitation ..	3,009 21
Leases ..	1 0	Lighting ..	334 80
Fines ..	30 0	Miscellaneous ..	1,176 25
Miscellaneous ..	187 76	Works ..	900 0
Other receipts ..	25 0		
Balance on January 1, 1923 ..	2,362 88	Balance on January 1, 1924 ..	1,237 0
	8,085 95		8,085 95

UDAPPU.			
<i>Revenue.</i>		<i>Expenditure.</i>	
	Rs. c.		Rs. c.
Taxes ..	2,175 71	Administration ..	200 96
Licenses ..	110 0	Revenue services ..	128 50
Miscellaneous ..	25 0	Sanitation ..	1,700 0
Rents ..	60 0	Lighting ..	190 0
		Miscellaneous ..	176 0
Balance on January 1, 1924 ..	2,370 71	Balance on January 1, 1925 ..	2,303 46
	17 48		84 78
	2,388 19		2,388 19

W. K. H. CAMPBELL,
Chairman.

Statement of Probable Revenue and Expenditure of the Sanitary Board Towns of Puttalam and Chilaw Districts, 1924.

MADAMPE.			
<i>Revenue.</i>		<i>Expenditure.</i>	
	Rs. c.		Rs. c.
Taxes ..	5,087 4	Administration ..	1,857 74
Licenses ..	5,942 1	Revenue services ..	517 50
Leases ..	217 0	Sanitation ..	6,075 0
Fines ..	100 0	Lighting ..	1,625 0
Miscellaneous ..	1,200 0	Miscellaneous ..	16,225 0
Other receipts ..	750 0	Works ..	1,954 64
		Other payments ..	750 0
Balance on January 1, 1924 ..	13,296 5	Balance on January 1, 1925 ..	29,004 78
	17,023 80		1,315 7
	30,319 85		30,319 85

KALPITIYA.			
<i>Revenue.</i>		<i>Expenditure.</i>	
	Rs. c.		Rs. c.
Taxes ..	5,847 90	Administration ..	1,130 00
Licenses ..	476 0	Revenue services ..	305 0
Rents ..	355 0	Sanitation ..	2,933 0
Leases ..	1 50	Lighting ..	450 0
Miscellaneous ..	115 0	Miscellaneous ..	110 0
		Works ..	1,278 73
Balance on January 1, 1924 ..	6,795 40	Balance on January 1, 1925 ..	6,207 63
	1,237 0		1,824 77
	8,032 40		8,032 40

W. K. H. CAMPBELL,
Chairman.

SALES OF TOLL AND OTHER RENTS.

Toll Rents, Western Province.

NOTICE is hereby given that on Friday, May 23, 1924, at 12 noon, will be put up for re-sale at the Colombo Kachcheri, at the risk of the original purchasers, for the period mentioned below, the under-mentioned Toll Rents of the Western Province; the original purchasers of which may have failed to pay on or before that date the instalment for the month of April, 1924, or any part thereof that may be due and owing on that date.

The purchaser or purchasers at the re-sale should deposit one-tenth of the purchase amount on the day of sale.

If the rents are not disposed of at the re-sale, action will be taken against defaulters in terms of the provisions of the Ordinance No. 21 of 1905.

From June 1, 1924, to September 30, 1924.

Canals.—(1) Hendala, (2) Negombo, (3) Grandpass, (4) Kittanpahuwa.

Ferries.—(1) Mutwal.

Colombo Kachcheri,
May 5, 1924.

R. N. THAINE,
Government Agent, W. P.

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

Trade or Business of Auctioneers.

THE following list of persons licensed to carry on the trade or business of Auctioneers within the limits of the Urban District Council area of Kalutara during the month of April, 1924, is published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922:—

- Edward Peter Perera, Auctioneer, Kalutara North.
- H. Thomas Fernando, Auctioneer, Panadure.
- L. J. J. Peiris, Auctioneer, Panadure.

Office of the Urban District Council,
Kalutara, May 2, 1924.

CLEMENT P. WIJEYERATNE,
Chairman.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of consolidated rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the consolidated rates and costs be duly paid.

The Municipal Office,
Colombo, May 6, 1924.

G. H. N. SAUNDERS,
Municipal Treasurer.

SCHEDULE.

Date of Sale : Thursday, June 5, 1924.

Colombo-Galle road.

Premises No.	Quarter and Year.	Time of Sale.
209-145	1st to 4th quarters, 1923	8.30 A.M.

List of Auctioneers' and Brokers' Licenses issued during the Month of April, 1924.

No. of License.	Date of Issue.	Name and Address.
82..	April 1	Mr. H. M. Peris, No. 54, Belmont street
83..	April 2	Mr. H. J. F. Rodrigo, No. 60, Belmont street
84..	April 2	Mr. A. B. Cramer, No. 18, Upper Chatham street
85..	April 2	Mr. G. M. Samarasinghe, No. 22, Baillie street
86..	April 2	Mr. A. W. de Silva, No. 38, Chatham street
87..	April 3	Mr. J. C. de Silva, Fairholme, Castle street
88..	April 5	Mr. R. C. Heyzer, No. 41, Darley road
89..	April 7	Mr. Lionel J. J. Peiris, Rawatawatta, Moratuwa

The Municipal Office, Colombo, May 2, 1924.

G. H. N. SAUNDERS,
Municipal Treasurer.

List of Brokers' Licenses issued during the Month of April, 1924.

No. of License.	Date of Issue.	Name and Address.
97..	April 1	Mr. S. K. A. Mohamed Alliar, No. 6, Old Butcher street
98..	April 1	Mr. A. M. Mohideen Ibrahim, No. 110, 4th Cross street
99..	April 1	Mr. S. Subbiapillai, No. 13, 4th Cross street
100..	April 1	Mr. P. M. Thiruvangadapillai, No. 103, 4th Cross street
101..	April 1	Mr. A. M. Adam Saied Mohideen, No. 45, Keyzer street
102..	April 2	Mr. S. Solomon, Mercy Lodge, Nelson street
103..	April 2	Mr. C. H. Mantara, Mantara & Co., Wekanda
104..	April 2	Mr. T. S. Kanapathy Pillai, No. 16, 4th Cross street
105..	April 2	Mr. E. S. A. Mohideen Segu Mohamado, No. 85, Old Moor street
106..	April 4	Mr. S. Gomathinayagam Pillai, No. 54, 4th Cross street
107..	April 4	Mr. O. M. Sameen Alliar, Nos. 13 and 14, Dam street
108..	April 5	Mr. B. M. Gunasekera, No. 22, Baillie street
109..	April 5	Mr. W. P. Hoole, Station Bungalow, Colpetty
110..	April 7	Mr. K. Esakiapillai, No. 14, Keyzer street
111..	April 7	Mr. T. Kitchil, No. 16, Avondale road
112..	April 7	Mr. S. L. M. Abdul Hamid, No. 195, Dematagoda
113..	April 7	Mr. T. M. Mohamado Davood Marikar, No. 123, Bankshall street

No. of License.	Date of Issue.	Name and Address.
114..	April 10	Mr. B. J. Misso, Dehiwala
115..	April 10	Mr. W. S. Fernando, No. 30, Mohandiram's road
116..	April 11	Mr. S. A. M. Thawoos, Elzirian, Piachaud's lane
117..	April 11	Mr. Thomas Peiris, Nugegoda
118..	April 16	Mr. John E. de Silva, No. 39, Chatham street
119..	April 26	Mr. S. Peter Fernando, No. 54, Dean's road

The Municipal Office,
Colombo, May 2, 1924.

G. H. N. SAUNDERS,
Municipal Treasurer.

Prices of Foodstuffs, &c., in Colombo, on May 7, 1924.

	Per	Wholesale.	Per	Retail.
		Rs. c.		Rs. c.
Paddy, Country	Bushel	2 25	Measure	—
Paddy, Imported	do.	2 25	do.	—
Rice, Country	do.	—	do.	—
Rice, Kara	do.	5 62½	do.	0 18
Rice, Kallunda	do.	5 88	do.	0 18½
Rice, Sulai	do.	6 0	do.	0 19
Rice, Muttusamba	do.	7 25	do.	0 23
Raw Rice (Rangoon)	do.	6 0	do.	—
Raw Rice (Singapore)	do.	5 75	do.	—
Raw Rice (Batavia)	do.	5 25	do.	—
Dhall (Tuvarai)	—	—	Seer	0 24
Dhall (Mussouri)	—	—	do.	0 16
Green Peas	—	—	do.	0 15
Ulundu	—	—	do.	0 15
Gram	—	—	do.	0 15
Wheat Flour	—	—	lb.	0 13
American Flour	—	—	do.	0 14
Ghee, Cow	—	—	Bottle	5 0
Ghee, Buffalo	—	—	Seer	3 0
Milk	—	—	Bottle	0 40
Potatoes (Indian)	—	—	lb.	0 13
Potatoes (Bangalore)	—	—	do.	0 12
Onions (Bombay)	—	—	do.	0 8
Onions, Red	—	—	do.	0 8
Bread	—	—	1-lb. loaf	0 18
Tea	—	—	lb.	1 25
Coffee	—	—	do.	0 62
Limes	—	—	Dozen	0 12
Coconut	—	—	Each	0 9
Sugar, Soft	—	—	lb.	0 26
Sugar, Crepe	—	—	do.	0 22
Sugar, Ceylon	—	—	do.	—
Sugar, Candy	—	—	do.	0 30
Sugar, Brown	—	—	do.	—
Salt	—	—	Measure	0 12
Salt	—	—	lb.	0 6
Dried Chillies	—	—	do.	0 25
Coriander	—	—	do.	0 18
Pepper	—	—	Measure	0 40
Garlic	—	—	lb.	0 40
Mustard	—	—	Measure	0 40
Turmeric	—	—	lb.	0 50
Fenugreek	—	—	do.	0 20
Cummin	—	—	do.	0 70
Aniseed	—	—	do.	0 40
Tamarind	—	—	do.	0 12
Jaggery	—	—	Bundle	35-40c.
Gingelly	—	—	Seer	0 28
Gingelly Oil	—	—	Bottle	1 0
Coconut Oil	—	—	Measure	0 60
Kerosine Oil, Daylight	—	—	Bottle	—
Kerosine Oil, Elephant Brand	—	—	do.	—
Kerosine Oil, Monkey Brand	—	—	do.	0 19
Bulk Oil, Rising Sun	—	—	do.	—
Matches, Three Stars	—	—	Packet of 12 boxes	0 18
Matches (Japanese)	—	—	do.	0 13
Matches (Ceylon)	—	—	do.	0 13
Beef	—	—	lb.	0 35
Mutton	—	—	do.	0 80
Pork	—	—	do.	0 60
Chicken	—	—	Each	50-75c.
Eggs	—	—	do.	0 7
Dry Fish, Netti (Hal-messan)	—	—	lb.	0 25
Dry Fish (Maldiva)	—	—	do.	0 65

The Municipal Office,
Colombo, May 7, 1924.

G. H. N. SAUNDERS,
Municipal Treasurer.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Special Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on March 14, 1924, at 5 p.m., in accordance with Notice dated March 10, 1924, to consider the Question of augmenting and extending the Water Supply of the Town.

Present :—Hon. Mr. W. L. Kindersley, Chairman ; Mr. J. C. Ratwatte ; Mr. L. H. S. Pieris ; Mr. G. E. de Silva ; Mr. M. S. Usoof Ismail ; Mr. S. A. Wijayatilleka ; Dr. G. P. Hay ; P. M. Bingham.

1. Letter No. 7 of February 29, 1924, from the Hon. the Colonial Secretary, requesting that application be made to the Local Loans and Development Fund for the loan of Rs. 150,000 required for extension of the Kandy Water Supply.—Read.

2. Letter dated March 10, 1924, from Mr. Bingham and connected papers relating to the question of augmenting and extending the Kandy Water Supply.—Tabled.

Mr. Ratwatte moved the Council into Committee. After Mr. Bingham had explained the scheme, the following motions were made in Committee :—

(1) Mr. de Silva moved—That steps be taken to acquire 43 acres of Hantane which lie within the catchment area of the present reservoir (approximate cost Rs. 51,000), and to extend the water mains to the end of the Municipal limits in Katugastota (estimated cost Rs. 34,000), the expenditure being met out of the loan of Rs. 150,000 sanctioned by Government for work in connection with the Kandy Water Supply. Mr. Ratwatte seconded.—Carried.

(2) Mr. de Silva further moved—That the Director of Public Works be requested to furnish an estimate for building a subsidiary wall to the dam of the present reservoir to enable it to be raised about 10 feet, and to express his opinion whether the existing dam can be raised safely to a height of 10 feet without such subsidiary wall ; and the consideration of the scheme proposed by Mr. Bingham be deferred until the receipt of this information. Mr. Usoof Ismail seconded.—Carried.

Council resumed, and the above resolutions were adopted.

3. Return of reservoir readings was tabled.

Resolved that as the water level was at date 16 inches below spill, the supply be stopped during the night between 10 P.M. and 5 A.M. from Monday, March 17, after due notice to the public.

Confirmed this 22nd day of March, 1924 :

W. L. KINDERSLEY,
Chairman.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on March 22, 1924, at 8.30 a.m., in accordance with Notice dated March 18, 1924.

Present :—Hon. Mr. W. L. Kindersley, Chairman ; Hon. Mr. J. C. Ratwatte ; Mr. L. H. S. Pieris ; Mr. G. E. de Silva ; Mr. M. S. Usoof Ismail ; Mr. S. A. Wijayatilleka ; Mr. P. M. Bingham ; Dr. R. F. La Brooy.

1. The Minutes of Proceedings of the Meeting held on February 16, 1924, and of the Special Meeting held on March 14, 1924, having been previously submitted to the Chairman for his approval, and copies thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. Before proceeding with the business, with the leave of Council, Mr. Pieris moved—That this Council pass a vote of congratulation on the Hon. Mr. J. C. Ratwatte on his nomination as a Kandyan Member to the Legislative Council of Ceylon.—The Chairman seconded, and Mr. de Silva supported the motion, which was unanimously carried.

Mr. Ratwatte thanked the Council in suitable terms.

3. The following documents were submitted :—

(a) Statement of receipts and disbursements from close of 1923 to February 29, 1924, on account of the Municipal Fund.

(b) Progress report of works brought up to the same date.

(c) Health Officer's report for February, 1924.

(d) Statements of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of February, 1924.

(e) The reservoir readings for February, 1924.

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 Hon. the Colonial Secretary for publication in the *Government Gazette*.

4. The following papers were laid on the table :—Reports by the several Inspectors on laundries, bakeries, dairies, standpipes, and house-service taps inspected during February, 1924.

5. Correspondence :—(1) Letter No. 8 of March 4, 1924, from the Hon. the Colonial Secretary, sanctioning the increase of water-rate by 2 per cent.—Read.

(2) Letter No. 9 of March 5, 1924, from the Hon. the Colonial Secretary, stating that His Excellency the Governor has sanctioned the by-laws re speed of motor lorries.—Read.

(3) Letter No. 11 of March 17, 1924, from the Hon. the Colonial Secretary, stating that His Excellency the Governor has sanctioned the by-laws re glaring head lights on motor vehicles.—Read.

6. Pursuant to notice, Mr. Wijayatilleka moved—(1) That the Superintendent of Works be requested to submit an estimate for improving the road leading from the Hospital road to Deyannawela to make it sufficiently safe even for pedestrians ; (2) That the Superintendent of Works be requested to submit an estimate for widening the Deyannawela road from the Hospital road to the Dharma lines, so as to make it as wide as the road now running by the Dharma lines. Mr. Pieris seconded.—Carried.

It was agreed to obtain estimates and consider them with the Budget for next year.

7. Pursuant to notice, Mr. Wijayatilleka moved—In view of the admitted inadequacy of the number of water carts, that the Superintendent of Works be requested to submit an estimate for providing the Council with a motor water vehicle. Mr. Ratwatte seconded.—Carried.

It was agreed to obtain an estimate and consider it with the Budget for next year.

8. Pursuant to notice, Mr. Wijayatilleka moved—That the Medical Officer of Health be requested to submit a report to the Council on the sanitary conditions of Deyannawela with his suggestions for improvement. Mr. de Silva seconded.—Carried.

It was decided to ask Medical Officer of Health for a programme too with his report.

9. Pursuant to notice, Mr. de Silva moved—That this Council do frame by-laws regulating and preserving the character of areas reserved for residential and commercial purposes under section 27 of the Housing and Town Improvement Ordinance, No. 19 of 1915. Mr. Pieris seconded.—Carried.

The Superintendent of Works and Medical Officer of Health to be asked to submit a report in the first instance.

10. The following motion which stood in Mr. Uscof Ismail's name was on the Chairman's explanation withdrawn by the mover, to be brought up at a later date :—

That the Municipal Electrical Engineer be asked to furnish an estimate for providing four electric lights to the Municipal Free Library.

11. Mr. Uscof Ismail was to move—That the Superintendent of Police be requested to post daily beat constables at the junctions of Railway Approach roads as far as Ellagalla turn off.

With the leave of Council the motion was amended as follows :—

That the Superintendent of Police be requested to station a constable on point duty to regulate traffic at the junction of Railway Approach road and Peradeniya road, and also a constable be put on beat up to Ellagalla junction. Mr. de Silva seconded.—Carried.

12. Pursuant to notice, Mr. Uscof Ismail moved—That the Medical Officer of Health be requested to submit a report to the Council on the sanitary condition of Mahaiyawa dwelling houses.

Chairman stated that the report was tabled. It was resolved to circulate it among the Members with estimate of cost of improvements proposed.

13. Estimate of Rs. 1,500 for providing 15 notice boards.—Resolved not to add to the present number of notice boards, but to replace them as they become obsolete with notice boards of the pattern proposed by Mr. Uscof Ismail.

14. Tenders for scavenging No. 2 section of the Kandy town for the nine months, April 1 to December 31, 1924. — Resolved that the tender received from Mr. A. A. Fernando be rejected.

Mr. de Silva moved—That tenders be invited for scavenging No. 1 section of Kandy town for eight months from May 1, 1924. Mr. Uscof Ismail seconded.—Carried.

15. To obtain sanction to shut off water from the upper portions of the town between 12 midnight and 5 A.M. instead of from 10 P.M. to 5 A.M.—Resolved that sanction be given.

16. Recommendations of Standing Committees :—

S. C. (A).

(1) That the Municipal Electrical Engineer be given authority to cut off lights in his discretion for default of payment, and he be asked to furnish a list of services cut off each month for the information of the Council.

(2) That the following by-law prohibiting registered milk vendors purchasing milk from unregistered dairies be adopted :—

“It shall not be lawful for any registered dairyman or milk vendor to purchase or otherwise obtain milk from any unregistered dairy either within or outside Municipal limits, or to offer such milk for sale within the Municipality.”

S. C. (C).

(3) That the annual fee paid to the Council's Lawyer (Mr. Vanderwall) be raised to Rs. 1,000) per annum from January, 1924.

(4) That the Acting Secretary be paid a monthly allowance equal to one-third of the salary drawn by him as Accountant, and the Correspondence Clerk (Mr. A. J. K. Marikar) be paid an allowance of Rs. 25 per mensem, from March 1, 1924, out of the available half salary of the permanent Secretary on leave.

(5) That the rent of space "A" in the Market Granary occupied by W. P. Cader Meera Saibo be reduced to Rs. 50 per mensem from January 1, 1924.

(6) That the rent of space in the Railway Approach road granary occupied by E. N. Cader Saibo & Co. be reduced to Rs. 50 per mensem from January 1, 1924.

(7) That the payment of bill for Rs. 1,084.96, being value of timber purchased from J. C. Wimalasiri & Co. be sanctioned.

(8) That an additional post be created in Grade III. of the Clerical Establishment for providing further clerical assistance to the Superintendent of Works.

(9) That Mr. M. C. Abdul Jawad, Clerk, Grade II., be allowed the leave applied for by him, viz., 11 weeks and 6 days' vacation leave and 4 months' and 4 days' commuted full pay leave, from May 5 next to be spent out of the Island.

(10) That the following excesses on votes be passed :—

1. Administrative, other charges :—		R. c.	Rs. c.
Uniforms .. .. .	.. .. .	3 51	
Stationery, printing, &c. .. .. .	.. .. .	414 88	
Sundry charges .. .. .	.. .. .	331 9	
Bicycle .. .. .	.. .. .	4 0	
		753 48	
3. Collectors' commission .. .. .	.. .. .		521 34
11. Town improvements .. .. .	.. .. .		90 28
13. Slaughter house (grass) .. .. .	.. .. .		567 64
15. Municipal Court salaries .. .. .	.. .. .		30 0
20. Pensions .. .. .	.. .. .		0 12
22. Miscellaneous services :—			
Town clock .. .. .	.. .. .	64 85	
Furniture .. .. .	.. .. .	0 96	
Plates, badges, &c. .. .. .	.. .. .	150 75	
Legal expenses .. .. .	.. .. .	166 70	
Interest on overdraft .. .. .	.. .. .	382 50	
		765 76	

Electricity Department.

Generation of electricity :—

4. Repairs and maintenance—(b) engine, boilers, machinery, &c. 9 4

Distribution of electricity :—

5. Salaries 217 57

Works executed for customers :—

9. Material 3,049 6

Management—sundry charges 78 46

Interest 83 0

Capital expenditure :—

Mains and services 575 80

Storage battery 266 98

<i>Works Department.</i>				Rs. c.
House service ..	..	..	..	108 67
Sick pay and orderly ..	..	..	..	46 90
Deacon meters ..	..	..	..	281 30
Est. Dand E.—Ferry boats ..	..	..	..	271 52

(11) That the application of A. E. Jayasinghe & Co. for the central space in the Market Granary at Rs. 100 rent a month be accepted.

S. C. (D).

(12) That the unexpended balance of Rs. 620.73 on the vote taken in connection with the investigations for extension of water supply be re-voted.

(13) That the vote of Rs. 80 taken last year for erecting a standpost at Getambe be re-voted.

(14) That a vote of Rs. 45 be taken for providing 3 notice boards in Victoria drive warning drivers of the speed of motor cars.

(15) That application from Mr. G. E. de la Motte to lease a strip of land at Mahaiyawa on which the model dwellings are built be allowed on a rent of Rs. 2.50 per annum.

(16) That a vote of Rs. 290 be taken to meet half cost of building a retaining wall in Gregory road, the other half being borne by owners.

(17) That the estimate of Rs. 500 for building a retaining wall at Lady Hortons be passed.

(18) That the Fire Insurance of the Electric Installation is not necessary on the conditions stated in the current policies.

(19) That the following applications for water service be allowed:—

- (i.) 6, Cross street, P. B. Herat.
- (ii.) 4, Mosque road, Secretary, Orient Club.
- (iii.) 204, Peradeniya road, A. M. Mudannayake.
- (iv.) 278A, Peradeniya road, U. H. Kitchelan.
- (v.) 285A-7, Peradeniya road, W. Lawrence Perera.
- (vi.) 538, Peradeniya road, D. J. Weeratne.
- (vii.) 561/6, Peradeniya road, R. I. Rodrigo.
- (viii.) 705, Peradeniya road, F. J. Lucas Fernando.
- (ix.) 1, Wewelpitiya, A. H. Green (for building purposes).
- (x.) 302, Trincomalee street, B. S. Pandithar.
- (xi.) 17, Gregory road, T. B. Illangantileke.
- (xii.) 254, Katugastota road mosque.
- (xiii.) 618, Peradeniya road, P. K. Nagoor Meera Saibo.

Resolved that the recommendations be adopted.

Confirmed this 26th day of April, 1924:

W. L. KINDERSLEY,
Chairman.

A.—GENERAL REVENUE ACCOUNT.

Revenue Account for the Three Months, January 1 to March 31, 1924.

EXPENDITURE.	Estimated for 1924.		Incurred from Jan. to Mar., 1924.		REVENUE.	Estimated for 1924.		Accrued from Jan. to Mar., 1924.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
1 Administrative, personal emoluments ..	62,719	0	15,677	56	1 Consolidated rate ..	188,000	0	49,192	86
1A Administrative, other charges ..	17,543	0	4,483	11	2 Taxes ..	27,755	0	16,451	80
2 Rice allowance to coolies ..	1,500	0	—	—	3 Tolls ..	27,066	0	1,219	3
3 Collectors ..	10,480	0	1,952	63	4 License fees and stamp duties—				
4 Infectious diseases, prevention ..	5,000	0	753	11	(a) License fees ..	4,500	0	1,920	0
5 Scavenging streets and removal of house and trade refuse ..	29,213	75	6,696	8	(b) Stamp duties ..	13,850	0	4,899	0
6 Conservancy of latrines ..	42,820	0	10,143	61	5 Slaughter-house fees ..	9,330	0	2,485	64
7 Minor sanitary services ..	1,895	0	381	44	6 Conservancy fees ..	28,150	0	7,936	25
8 Roads, buildings, parks, &c., maintenance ..	43,441	72	14,233	50	7 Rents ..	61,100	0	14,560	8
9 Public lighting ..	23,500	0	7,074	99	8 Judicial fines ..	3,500	0	1,017	24
10 Water services ..	11,600	0	3,330	16	9 Water service ..	10,275	0	5,818	95
11 Town improvements ..	6,750	0	1,728	57	10 Government grants ..	34,100	0	—	—
12 Markets ..	7,316	0	1,827	99	11 Education account ..	1,200	0	1,232	80
13 Slaughter-houses ..	3,214	0	712	50	12 Miscellaneous receipts ..	14,900	0	6,183	70
14 Cemetery ..	2,338	0	545	54				423,726	0
15 Municipal Court ..	2,222	0	430	50				112,407	35
16 Police ..	30,000	0	—	—					
17 Education ..	4,040	0	998	96					
18 Free library ..	2,400	0	2,400	0					
19 Poor relief and public recreation ..	4,400	0	618	20					
20 Pensions ..	4,398	83	1,342	86					
21 Loan repayments and interest ..	49,394	84	8,500	0					
22 Miscellaneous services ..	11,180	0	2,878	20					
	382,366	14	86,709	51					
23 Capital expenditure (provided from revenue) ..	33,266	93	4,550	71					
	415,633	7	91,260	22					
Balance being excess of revenue over expenditure ..	—	—	21,147	13					
			112,407	35					

112,407 35

Balance Sheet, March 31, 1924.

LIABILITIES.	Amount.		Total.		Expended up to Dec., 1923.		Expended in 1924.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Loans outstanding —										
Government of Ceylon	105,402	98								
Local loans, Commissioners on December 31, 1923	190,000	0								
Less repayment in January, 1924	5,000	0								
	185,000	0								
Loans redeemed account on December 31, 1923	313,897	2	290,402	98						
Redeemed, Jan., 1924	5,000	0								
			318,897	2						
Revenue contributions to capital outlay			538,436	96						
Sinking fund —										
Amount to credit invested as <i>per contra</i>			54,305	20						
Government contribution towards increasing the sources of Kandy water supply			17,365	0						
Sundry creditors:—										
Police bill account	15,000	0								
Tradesmen	8,694	31								
Outstanding wages	3,837	37								
Market stall rent securities	4,256	50								
Model tenement securities	570	0								
Sundry securities	5,910	70								
Free library deposits	3,057	65								
Tender deposits	750	0								
Miscellaneous deposits	3,221	41								
Tools and stores lost account	3	0								
Advertising committee	326	81								
Lettering vehicles	3	0								
			45,630	75						
Back lane scheme, contribution			5,080	84						
Mercantile Bank overdraft			69,169	97						
Revenue account, balance from 1923	84,467	67								
Add excess of revenue over expenditure	21,147	13								
			105,614	80						
Surcharges			81	25						
			1,445,044	77						
ASSETS AND CAPITAL—										
OUTLAY.										
Town Hall and Municipal Offices	37,469	98							37,469	98
Markets	73,479	2							73,479	2
Rice granaries and depôts	60,138	56							60,138	56
School buildings	7,252	95							7,252	95
Model dwellings	135,407	29	4,451	65	139,858	94				
Other Municipal buildings	59,771	91							59,771	91
Roads, streets, &c.	104,932	42							104,932	42
Drainage	134,006	77							134,006	77
Public latrines	19,146	0							19,146	0
Carriage and rickshaw stands	371	78							371	78
Recreation grounds	30,374	26							30,374	26
Waterworks	295,366	45							295,366	45
Lands in the catchment area	103,000	0							103,000	0
Steam road rollers	14,902	36							14,902	36
Conservancy hand carts	226	0							226	0
Deacon meters	7,298	50							7,298	50
	1,083,144	25	4,451	65	1,087,595	90				
Loan to Electricity Department									225,090	2
Investments by trustees of Sinking Fund									54,365	20
Stores and stores:—										
Stores					6,819	50				
Rice					147	3				
Stationery stock account					56	0				
									7,022	53
Value of goods misappropriated by the late storekeeper									1,890	16
Sundry debtors:—										
Rates, taxes, &c.					63,353	43				
Cheques returned by Bank					407	68				
Advance of pay, &c.					955	65				
Sale of stores					60	27				
Advances, Board of Improvement					1,899	8				
									66,676	11
Petty cash in hand									414	70
Times Book Club account									926	0
Refunds									1,064	15
									1,445,044	77

B.—ELECTRICITY DEPARTMENT.

Revenue Account for the Three Months, January 1 to March 31, 1924.

EXPENDITURE.	Estimated for 1924.		Expended Jan. to Mar., 1924.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Generation of electricity:—						
Fuel	18,150	56	3,210	58		
Oil, waste, and engine room stores	6,199	0	1,273	85		
Salaries and wages at works	8,296	0	1,865	4		
Repairs and maintenance:—						
(a) Buildings	1,380	0	516	3		
(b) Engine, boilers, machinery and plants	1,500	0	264	71		
Distribution of electricity:—					7,120	21
Salaries of outdoor staff	1,000	0	2,113	55		
Repairs and maintenance of meters, switches, and other apparatus	2,900	0	2,097	80		
Public lamps:—					4,211	35
Attendance and maintenance	7,040	0			1,281	10
Works executed for customers:—						
Labour	3,000	0	586	36		
Materials	4,500	0	3,817	31		
Management and general expenses —					4,403	67
Salaries	15,040	0	3,700	50		
Rent of Engineer's bungalow	1,200	0	100	0		
Printing and stationery	7	0	119	47		
Audit fees	250	0				
Insurance	937	50	234	89		
Legal expenses	50	0				
Telephone	225	0	225	0		
Sundry charges	250	0	378	56		
Bicycle	200	0				
					4,817	92
Total amount of working expenses	73,468	6			21,834	25
Gross profit carried to nett revenue account					15,112	92
					36,9	7.17

INCOME.	Estimated for 1924.		Realized Jan. to Mar., 1924.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Sale of electricity:—						
Private lighting ..	78,000	0	21,754	29		
Power of heating ..	—	—	—	—		
Public lighting ..	30,000	0	7,717	41		
Municipal Department ..	475	0	133	50		
					29,695	20
Public lamps:—						
Attendance and maintenance ..	—	—	—	—		
Works executed for customers and goods sold:—						
From customers ..	9,500	0	—	—	6,606	97
Rent of meters:—						
Recoveries ..	3,000	0	—	—	735	0
Sundry revenue:—						
Miscellaneous receipts ..	500	0	—	—	—	—
	121,475	0			36,947	17

Kandy, April 25, 1924.

E. B. PEIRIS, Accountant.

Nett Revenue Account for the Three Months, January 1 to March 31, 1924.

	Rs.	c.		Rs.	c.
Interest ..	4,498	0	Balance from 1923 ..	47,347	0
Balance (nett profit) ..	57,961	92	Gross profit from January to March, 1924, as per revenue account ..	15,112	92
	62,459	92		62,459	92

Kandy, April 25, 1924.

E. B. PEIRIS, Accountant.

Balance Sheet, March 31, 1924.

LIABILITIES.	Rs.	c.	ASSETS.	Expended up to Dec., 31, 1923.	During 1924.	Total.	
				Rs.	c.	Rs.	c.
Temporary loan from Municipal fund ..	225,090	2	Capital outlay —				
Sundry creditors ..	5,616	57	Acquisition of undertaking ..	150,000	0	150,000	0
Customers deposits ..	2	47	Extension to buildings ..	10,603	36	10,603	36
Nett revenue account —			New parts for engines ..	7,276	73	7,276	73
Balance at credit ..	57,961	92	Storage battery ..	47,867	70	1,056	75
			Switch board ..	1,940	60	1,940	60
			Meters ..	1,388	67	1,388	67
			Mans ..	22,558	62	22,558	62
			Air compressor ..	2,319	21	2,319	21
				243,954	89	1,056	75
			Stores on hand ..	—	—	245,011	64
			Fittings on hire purchase agreements ..	—	—	19,210	9
			Sundry debtors ..	—	—	800	57
			Insurance premium paid in advance ..	—	—	22,282	27
			Petty cash ..	—	—	23	40
			Engineer's account ..	—	—	24	81
						1,318	20
						288,670	98

Kandy, April 25, 1924.

E. B. PEIRIS, Accountant.

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle held in Municipal Office on Saturday, March 8, 1924, at 2 p.m., pursuant to Notice dated March 3, 1924.

Present:—Mr. T. B. Russell, Chairman; Mr. D. G. Goonewardene; Mr. D. W. Subasinghe; Mr. C. E. de Vos; Mr. G. E. Abeywardene; Mr. J. E. Perera; and Dr. F. R. Alles.

1. The Minutes of the General Meeting of February 9, 1924, a copy thereof having been furnished to each Member, were taken as read and confirmed.

2. Pursuant to notice, Mr. D. G. Goonewardene asked—

(1) Which valves in the water service pipes are closed during night?

(2) During what period at night are they kept closed?

(3) For what particular purpose are they so closed? If not one common purpose, please specify the purpose for closing any particular valve or set of valves.

(4) What are the areas affected by such closing?

The Chairman replied:—The following street valves, viz., one in the Fort, four opposite the Police Inspector's quarters, one at the foot of Dickson's road, and three along Wackwella road at the junctions of Hume's road, Kandewatte road, and China Gardens road are closed between 9 P.M. and 11 P.M., for the purpose of supplying water to the New Oriental Hotel, the Residency, and to other houses which, by reasons of their elevation, do not get a supply during the day. Magalle and Kaluwella areas are affected by the closing of the valves between 9 P.M. and 11 P.M.

3. Pursuant to notice, Mr. D. W. Subasinghe moved—That as in the opinion of this Council it is desirable to abolish the commutation tax, a Special Committee be appointed to the Council what steps the Council should take to make good the loss that will be caused to the Council's revenue thereby.

Mr. D. G. Goonewardene suggested the following amendment—With a view to consider the question of abolishing the commutation tax, that a Special Committee be appointed to report to the Council what steps should be taken to make good the loss that will be caused to the Council's revenue thereby.

The mover having agreed to the amendment, Mr. D. G. Goonewardene seconded the motion as amended. The Chairman spoke to the motion, which was put to the meeting and carried unanimously.

Mr. D. G. Goonewardene left the meeting at this stage.

4. Letter from Mr. B. P. de Silva, *re* proposed Town Hall for Galle.—Resolved that Mr. B. P. de Silva be asked if he consents to let the Council have the plan and specifications of the proposed Town Hall.

5. Application from principals of schools for the use of the Pavilion, free of charge, for the Wickramasinghe Shield Competitions.—Resolved that the application be allowed, provided the principals hold themselves responsible for any damage caused to the structure.

6. Petition from residents of Hume's road.—Resolved (1) that two street lamps be allowed, (2) that the Superintendent of Works do report if the improvements to the road can be done in stages, and furnish estimates.

7. Application from lighting overseer, A. de S. Wickramaratne, for one month's leave, owing to illhealth.—Resolved that the application be allowed.

Extracts from the Minutes of the Standing Committees were laid before the Council.

8. Standing Committee on Municipal Works of March 8, 1924:—

(2) Application for the extension of the water pipe, and for a second tap, at No. 3, Middle street.—Recommended.

(3) Application to lay new water pipes to house No. 821, Hall's road, where there is an existing service.—Recommended.

(7) Estimate of Rs. 75 for a double canoe at Hiyare.—Recommended.

(8) Estimate of Rs. 110 for providing sunshades for the vegetable market.—Recommended.

(9) Estimate of Rs. 110 for providing a breakfast room for the clerks of the Municipal Office.—Recommended.

Resolution.

Resolved that the recommendations of the Standing Committee be approved.

9. Standing Committee on Finance and Assessment of March 8, 1924:—

(2) The following estimates recommended by the Standing Committee on Municipal Works of March 8, 1924, were approved.

(i.) Rs. 75 for a double canoe at Hiyare.

(ii.) Rs. 110 for sunshades for the vegetable market.

(iii.) Rs. 110 for a breakfast room for the clerks of the Municipal Office.

(3) List of demolished buildings in Ward 2.—Recommended that the rates thereon be struck off.

(4) Application for remission of rates on No. 204, Kumbalwella (Ward 5), for the 4th quarter, 1923, and 1st quarter, 1924, and for exemption from rates hereafter, as the building is exclusively appropriated as a school building.—Recommended.

Resolution.

Resolved that the recommendations of the Standing Committee be approved.

10. The following documents were laid on the table:—

(1) Statement of receipts and disbursements to end of February, 1924.

(2) Progress report of works done on estimates during February, 1924.

(3) Report of the Inspector of vehicles on carriages plying for hire during February, 1924.

(4) Reports of (a) the Medical Officer of Health, (b) the Superintendent of Works, and (c) the Manager, Health Department.

(5) Papers relating to the Municipal Councils Ordinance Amendment Bill.

Confirmed:

T. B. RUSSELL,
Chairman.

The Municipal Office,
Galle, April 12, 1924.

A.—Statement showing the Total Receipts and Disbursements to end of March, 1924.

REVENUE.	Amount estimated.		Actual Receipts.		EXPENDITURE.	Amount estimated.		Actual Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Taxes ..	28,475	0	21,637	0	Non-effective charges ..	21,878	0	1,393	17
Assessment ..	97,000	0	25,148	68	Chairman ..	1,000	0	250	3
Licenses ..	11,570	0	2,310	0	Secretariat ..	31,992	0	6,365	34
Judicial fines ..	2,500	0	1,315	13	Public Health Department :—				
Tolls ..	17,945	0	—	—	Sanitation Branch ..	15,457	0	3,609	33
Slaughter-houses ..	2,125	0	1,112	48	Conservancy ..	28,734	0	8,767	62
Conservancy ..	22,000	0	6,436	50	Scavenging ..	20,862	0	5,042	26
Markets ..	17,980	0	6,592	83	Works Department :—				
Rents ..	1,890	0	1,193	72	Annually recurrent ..	49,327	0	7,318	10
Cemetery ..	250	0	71	90	Extraordinary ..	6,900	0	393	0
Water ..	2,775	0	920	66	Waterworks ..	8,878	0	1,400	87
Miscellaneous ..	28,110	0	1,007	7	Municipal Court ..	2,661	0	540	28
					Markets ..	3,199	0	849	88
					Slaughter-houses ..	1,708	0	437	67
					Cemetery ..	773	0	180	75
					Street lighting ..	10,692	0	2,502	18
					Miscellaneous ..	78,629	0	4,360	14
Total Revenue ..	232,620	0	67,745	97	Total Expenditure ..	282,690	0	43,410	62
Deposits ..	—	—	1,208	99	Deposits repaid ..	—	—	1,131	1
Advance repaid ..	—	—	37	50	Advances ..	—	—	—	—
Total Receipt ..	—	—	68,992	46	Total Disbursements ..	—	—	44,541	63
Cash balance on January 1, 1924 ..	—	—	126,630	4	Cash balance on March 31, 1924 ..	—	—	151,080	87
Total ..	—	—	195,622	50	Total ..	—	—	195,622	50

B.—Surplus and Deficit Account.

	Amount.			Amount.	
	Rs.	c.		Rs.	c.
Expenditure from January 1 to March 31, 1924 ..	43,410	62	Surplus on January 1, 1924 ..	119,205	68
Surplus on March 31, 1924 ..	143,541	3	Revenue from January to March 1924 ..	67,745	97
Total ..	186,951	65	Total ..	186,951	65

C.—Balance Sheet as at March 31, 1924.

LIABILITIES.	Amount.		ASSETS.	Amount.	
	Rs.	c.		Rs.	c.
Deposits ..	7,560	84	Cash in Bank :—		
Surplus ..	143,541	3	Fixed deposits ..	80,775	0
			Current account in Bank ..	Rs. 70,517	20
			Uncashed cheques ..	Rs. 311	33
				70,205	87
			Cash in hand of Shroff ..	100	0
			Advances ..	21	0
Total ..	151,101	87	Total ..	151,101	87

The Municipal Office.
Galle, April 12, 1924.

ARTHUR ARNDT,
Secretary.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted :—

No. 2,009 of August 30, 1923.

Harry Creasy (Communicatee of Layard Campbell).

Improvements in appliances for straining wires.

Abstract.—The applicant describes a strapping tool for use in conjunction with loop provided bale wire. The tool has a rigid handle having at one end thereof a spur for engaging the loop in the wire and a tightening lever pivotally mounted on the rigid handle for engaging the free end of the wire and drawing it through the loop. A rotary member is mounted on the handle in advance of the lever for wrapping the free end of the wire about that part of the wire adjacent to the loop : a cutter is provided for severing the wire and the free end is made to lie under the wire.

The claims are :—

1. A strapping tool for use in conjunction with loop provided bale wire, comprising a rigid handle having at one end thereof a spur for engaging said loop ; and a tightening lever pivotally mounted on said handle for engaging the free end of said wire to draw same through said loop ; characterized in this, that a rotary member is mounted on said handle in advance of said lever for wrapping said free end about the section of the free end adjacent to but not drawn through said loop.

2. A strapping tool as claimed in claim 1, characterized in this, that the rotary member is formed as a gear wheel provided with a slot across its periphery and extending radially inward, said slot being adapted to receive and hold superposed said free end and a section adjacent thereto when overlaid thereon.

3. A strapping tool as claimed in claim 2, characterized in that the gear wheel is driven by a second gear wheel on said handle, said second gear wheel being rotated by a handle connected therewith.
4. A strapping tool as claimed in claim 3, characterized in this, that a cutter is mounted on said second mentioned gear wheel for severing the superfluous wire.
5. A strapping tool as claimed in claim 4, characterized in that the cutter is removably mounted on said gear wheel.
6. A strapping tool as claimed in claim 4 or 5, characterized in this, that means are mounted on said gear wheel at opposite sides of the center thereof to transmit the drive from the handle by which said second gear is rotated to said cutter.
7. A strapping tool as claimed in claim 2, characterized in that said rigid handle is provided with laterally extended nose pieces of rounded form to enable the tool to be rocked over to cause the end of the wire extending through the loop provided on the other end of the wire to be laid upon the section of the free end adjacent to but not drawn through said loop and be wrapped round said section of wire.
8. A strapping tool substantially as described and as illustrated with reference to the accompanying drawings. One sheet of drawings.

No. 2,036 of March 3, 1924.

Eveline Cadman.

Improvements in processes for dyeing or colouring plantation rubber after coagulation of the latex.

Abstract.—The applicant rolls the coagulum or sheet or crepe to a thickness of about $\frac{1}{8}$ inch softening it if necessary. The sheets are then dipped in the dye bath and allowed to remain there for the requisite time. Two or more sheets are then rolled together.

The claims are :—

1. In processes for dyeing or colouring rubber after coagulation of the latex, the process comprising three steps as hereinbefore described, namely, the step of preparing thin sheets of rubber not exceeding substantially an eighth of an inch in thickness; the step of dipping those sheets in hot dye or suitable colouring solution and allowing them to remain therein for a definite period depending on the temperature and the nature of the colouring substance; and the step of rolling two or more of those coloured sheets superposed on one another kneading thereby the rubber and the colouring substance as and for the purpose described.

2. A new product consisting of dyed or coloured sheet, crepe or biscuit rubber prepared from plain raw sheet or crepe or biscuit rubber as and for the purpose described.

No drawings.

W. N. RAE,
Registrar of Patents.

ROAD COMMITTEE NOTICES.

Padiapelella-Ellamulla Branch Road.
(Flood Damages.)

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 flood damages on the above road for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, June 14, 1924, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 435.00		
Private contributions	Rs. 445.87		
Proprietors or Agents.	Estates.	Acreage.	
The Ceylon Tea Plantations Co. (N. Rayner)	Kabragala	560	
The Anglo-American Direct Tea Trading Co., Ltd. (J. Graham Bell)	Mandaranewera	474	
Colombo Commercial Co., Ltd. (C. D. O. Marriott)	Ellamulla Group	719	

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, April 12, 1924.

Arambakade-Bokkawela Estate Cart Road.

NOTICE is hereby given that, in terms of section 11 of the Estate Roads Ordinance, No. 12 of 1902, a General Meeting of the proprietors or resident managers of the estates interested in the above road, will be held at the Morakande estate bungalow on Thursday, May 22, 1924, at 3 P.M., for the purpose of electing a Local Committee to perform the duties imposed by the Ordinance.

Notice is also given that the Local Committee, as soon as elected, in terms of section 18 of the Ordinance, after

receiving objections, if any, and taking evidence, if necessary, determine and make report to the Provincial Road Committee on—

- The sections into which the road is to be divided for upkeep assessments.
- The estates, which, in their opinion, are interested in, and will use, each section of the road or of any part thereof.
- The acreage or reputed acreage of the land belonging to each estate.
- The names of the proprietors, resident managers, or superintendents, and of the agents.

2. To frame an estimate of the cost of maintenance of the road for the year commencing October 1, 1924.

Note.—The General Meeting for the election of the local Committee must consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

C. J. D. LANKTREE,
Provincial Road Committee's Office, for Chairman.
Kandy, May 6, 1924.

Maintenance of the Deniyaya-Hayes Road during
1923-24.

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 under-mentioned road during 1923-24, the Provincial Road Committee of the Southern Province, acting under the provisions of section 17 (2) of "The Branch Roads Ordinance, No. 14 of 1896, as amended by Ordinance No. 9 of 1907," will on Saturday, May 17, 1924, at 2 P.M., at their office in Galle, proceed to assess the under-mentioned estates to make up the private contributions.

MAINTENANCE OF DENIYAYA-HAYES ROAD.
(Estimate No. D 196 of 1923-24).

Government moiety	Rs. 4,887.00
Private contributions	Rs. 4,960.00
Deduct unexpended balance of 1922-23	6.60

To be recovered 4,953.40

Proprietors and Agents.	Estates.	Acreage.
1st section, 1 mile.		
D. M. Rajapakse	Deniyaya	609
1st to 2nd section, 2 miles.		
D. K. Dias Appu and others	Kekunahena	80
1st to 3rd section, 3 miles.		
D. M. Rajapakse	Downside	202
1st to 4th section, 4 miles.		
Handford Estate Company, Limited (Geo. Steuart & Co.)	Handford	765
1st to 6th section, 6 miles.		
E. C. Anderson	Anningkande	775
D. Aisvarthan	Tenipitiya	41
1st to 7th section, 7 miles.		
W. Denoris Silva	Puulhenekande	30
W. A. Elias Appu	Marahena	95
1st to 8th section, 8 miles.		
Lipton, Ltd.	Panilkande	834
1st to 10.1 section, 10.1 miles.		
Haydella Tea & Rubber Co., Limited (Whittall & Co.)	Hayes	1 638 3/4
Do.	Gongalla	574
E. C. Gunatilleke	Longford	257
M. S. Furlong	Dambehene	70
W. Denoris Silva	Iluktenne	36
Total Acreage		6,006 3/4

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

T. B. RUSSELL,

Provincial Road Committee Office, Chairman.
Galle, April 29, 1924.

Parakaduwa-Hemmingford Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1923, to September 30, 1924, 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:—

PARAKADUWA-HEMMINGFORD BRANCH ROAD.

(Estimate No. D 399 of November 6, 1923.)

	Rs.	c.
Government moiety	657	0
Private contributions	670	14
Less unexpended balances of private contributions, as per statement forwarded with the Colonial Treasurer's letter No. 2,469/O45/6 of February 14, 1924, to Chairman, Provincial Road Committee, Ratnapura	0	13
Balance to be recovered from estates	670	1

1st section, 1 mile.

Total acreage, 3,242—Moiety of cost, Rs. 452.65—
Sectional rate, 13.9620c.—Total rate, 13.9620c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
P. L. S. P. L. Karuppen Chetty and P. S. S. M. Arumugan Chetty of Sea street, Colombo	Kalwellai	46	6 41
The Grand Central Rubber Company	Meegastenna	132	18 43

1st to 2nd section, 1.48 mile.

Total acreage, 3,064—Moiety of cost, Rs. 217.36—
Sectional rate, 7.0939—Total rate, 21.0559c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
The General Tea Estates, Ltd.	Hemmingford Group	1,180	248 46

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Messrs. R. G. Talbot and Bayly	Digowa	494	104 3
The (Nagolla) Rubber & Tea Plantations, Ltd. (Messrs. Carson & Co., Agents)	Manikkanda	440	92 65
Messrs. C. A. & W. F. Hutson & Dunbar	Tatuwalakanda	338	71 17
Mr. W. J. F. Soysa, Florencedale, Korallawella, Moratuwa	do.	100	21 6
Mr. A. H. T. de Soysa, Lyngrove, Moratuwa	Hillington	80	16 84
Mr. T. A. de S. Wijeratne, Caffor buildings, Fort, Colombo	Pannila	185	38 95
Mr. D. D. Pediris, Vinal Villa, Colombo	Donrill	130	27 37
Don Engeltina Welikala, D. C. Wijewardane, and Dona Caroline Wijewardane, care of Mr. D. L. Welikala, Proctor, Avissawella	Pathberiya	67	14 11
Mr. C. C. Wijetunga, Union House, Bam-balapitiya	Gangaturaya	30	6 32
Mr. W. S. Kadigawa	Kirigalla	20	4 21
Total		670	1

Which sums the proprietors or managers of the several estates are hereby required to pay into the Colonial Treasury, on or before June 18, 1924.

S. S. NAVARATNAM,

Provincial Road Committee's Office, Ratnapura, April 28, 1924.

Gevillipitiya-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 the maintenance of the under-mentioned road from October 1, 1923, to September 30, 1924, 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 proportion due by each estate in the district interested in the maintenance of the under-mentioned road as follows:—

GEVILLIPTIYA-HATGAMPOLA BRANCH ROAD.

(Estimate No. D 423 of November 14, 1923.)

	Rs.	c.
Government moiety	675	0
Private contributions	688	50
Less unexpended balance of private contributions, as per statement forwarded with Colonial Treasurer's letter No. 2,469/O 45 of February 14, 1924, to Chairman, Provincial Road Committee, Ratnapura	20	12
Balance to be recovered from estates	668	38

Total acreage, 1,970—Moiety of cost, Rs. 668.38—
Rate per acre, 33.9279c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
L. W. A. de Soysa	Yellangowrie	440	149 29
W. L. Strachan (Rubber Estates of Ceylon, Ltd., Agents)	Debatgama	883	299 58
Rubber Estates of Ceylon (The Galaha Ceylon Tea Estates and Agency Co., Agents)	Urakanda	647	219 51
Total		668	38

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, on or before June 18, 1924.

Provincial Road Committee's Office, Ratnapura, April 28, 1924. S. S. NAVARATNAM, for Chairman.

Ellearawe-Pinnawala Branch Road Extension from 5th Milepost.

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 under-mentioned road from October 1, 1923, to September 30, 1924, 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 :—

ELLEARAWE-PINNAWALA BRANCH ROAD EXTENSION.

(Estimate No. D 389 of November 14, 1923.)

	Rs.	c.
Government moiety	2,700	0
Private contributions	2,754	0
Less unexpended balances of private contributions, as per statement forwarded with Colonial Treasurer's letter No. 2,469/O 45 of February 14, 1924, to Chairman, Provincial Road Committee, Ratnapura	107	21
Balance to be recovered from estates	2,646	79

1st section, 1 mile.

Total acreage, 2,832—Moiety of cost, Rs. 1,176·35—Sectional rate, 41·5377c.—Total rate, 41·5377c.

			Assessment.
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Messrs. E. E. Megget & Albert D. Sly	Udagama land	22 ..	9 14

2nd section, 3·50 miles.

Total acreage, 2,810—Moiety of cost Rs. 1,470·44—Sectional rate, 52·3295c.—Total rate, 93·8672c.

The Uplands Tea Co., Ltd., Messrs. Whittall & Co., Agents	Balangoda Group:—		
	Maratenna	2,484 ..	2,331 66
	Detanagala		
	Cecilton		
	Pambagolla Pinnawala		
Mr. M. C. Perera, Sisira, Panadure	Welleboda, cultivated ..	256 ..	240 29
Mr. S. T. de Silva, Pine-hill estate, Pelpola, Kalutara	Ferndale and Sherwood, cultivated ..	70 ..	65 70
	Total		2,646 79

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, on or before June 18, 1924.

Provincial Road Committee's Office, Ratnapura, April 28, 1924. S. S. NAVARATNAM, for Chairman.

Balangoda-Chetnole Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1923,

to September 30, 1924, 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 :—

BALANGODA-CHETNOLE BRANCH ROAD.

(Estimate No. D 390 of November 14, 1923.)

	Rs.	c.
Government moiety	1,260	0
Private contributions	1,285	20
Less unexpended balances of private contributions, as per statement forwarded with Colonial Treasurer's letter No. 2,469/O 45 of February 14, 1924, to Chairman, Provincial Road Committee, Ratnapura	68	64
Balance to be recovered from estates	1,216	56

1st to 4th section.

Total acreage, 3,508½—Moiety of cost, Rs. 779·91—Rate per acre, 22·2291c.—Total rate, 22·2291c.

			Assessment.
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
S. Wela Pillai and W. Supramaniam	Lady Smith and Alpha.	102 ..	22 67
M. Sinnatamby	Wewawatta ..	95 ..	21 11
H. and N. Worship	Morahela ..	521 ..	115 81
F. S. Hill & heirs of	Walawe ..	384 ..	85 35
H. M. Seel	St. Joseph's estates ..	60 ..	13 48

1st to 7th section.

Total acreage, 2,346½—Moiety of cost, Rs. 436·65—Rate per acre, 18·6043c.—Total rate, 40·8334c.

The Anglo-American Direct Tea Trading Co., Ltd.	Meddekanda.	685 ..	279 70
Do.	Rassagala ..	1,565½ ..	639 24
P. L. Palawasan Pillai	Selvawatta ..	96 ..	39 20
	Total		1,216 56

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, on or before June 18, 1924.

Provincial Road Committee's Office, Ratnapura, April 28, 1924. S. S. NAVARATNAM, for Chairman.

Glenella-Havilland Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1923, to September 30, 1924, 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 :—

GLENELLA-HAVILLAND BRANCH ROAD.

(Estimate No. D 411 of November 6, 1923.)

	Rs.	c.
Government moiety	1,890	0
Private contributions	1,927	80
Less unexpended balances of private contributions, as per statement forwarded with Colonial Treasurer's letter No. 2,469 of February 14, 1924, to Chairman, Provincial Road Committee, Ratnapura	3	66
Balance to be recovered from estates	1,924	14

1st section.

Total acreage, 3,134—Moiety of cost, Rs. 549·76—
Rate per acre, 17·5417c.—Total rate, 17·5417c.

Assessment.			
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Messrs. Darley, Butler & Company, Colombo	Glenella	246	43 15

1st to 3rd section.

Total acreage, 2,888—Moiety of cost, 1,099·51—
Rate per acre, 38·0716c.—Total rate, 55·6133c.

Messrs. George Stewart & Co., Colombo	Wahareka	565	314 21
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1st to 4th section.

Total acreage, 2,323—Moiety of cost, Rs. 274·87—
Rate per acre, 11·8323c.—Total rate, 67·4458c.

Mr. R. Rustomjee, 43, Prince street, Colombo	Havilland	525	354 9
Punchirala Arachchi, heir of Adikarirallaye Appuhamy	Pitakele	44	29 67
Mr. R. Rustomjee, 43, Prince street, Colombo	Dedugalla	382	257 64
Messrs. Darley, Butler & Co., Colombo	Gangwarily	425	286 64
Mr. R. M. S. Waduganathan Chetty, No. 97, Sea street, Colombo	Kelvin	744	501 79
Mr. George Hunter	Oonankande	153	103 19
Do.	Uduwa	60	33 76
Total			1,924 14

Which sums the proprietors or managers of the several estates are hereby required to pay into the Colonial Treasury, on or before June 18, 1924.

Provincial Road Committee's Office, S. S. NAVARATNAM,
Ratnapura, April 28, 1924. for Chairman.

Glenella-Havilland Branch Road.

(Flood damages)

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 flood damages on 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 proportion due by each estate in the district interested in the maintenance of the under-mentioned road, as follows:—

GLENELLA-HAVILLAND BRANCH ROAD.

(Estimate No. D 688 of January 25, 1924.)

Government moiety .. Rs. 175·00
Private contributions .. Rs. 181·12

Total acreage, 3,134.—Moiety of cost, Rs. 181·12—
Rate per acre, 5·7791c.

Assessment.			
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Darley, Butler & Co., Colombo	Glenella	246	14 21
George Stewart & Co., Colombo	Wahareka	565	32 65
R. Rustomjee, 43, Prince street, Colombo	Havilland	525	30 34
Punchirala Arachchi, heir of Adikarirallaye Appuhamy	Pitakele	44	2 67
R. Rustomjee, 43, Prince street, Colombo	Dedugalla	382	21 98
Darley, Butler & Co., Colombo	Gangwarily	425	24 56
R. M. S. Waduganathan Chetty, No. 97, Sea street, Colombo	Kelvin	744	42 99

Assessment.			
Proprietors of Agents.	Estates.	Acreage.	Rs. c.
George Hunter	Oonankanda	153	8 84
Do.	Uduwa	50	2 88
Total			181 12

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, on or before June 18, 1924.

Provincial Road Committee's Office, S. S. NAVARATNAM,
Ratnapura, April 28, 1924. for Chairman.

Dehiowita-Algoda Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1923, to September 30, 1924, 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:—

DEHIOWITA-ALGODA BRANCH ROAD.

(Estimate No. D 410 of November 6, 1923.)

		Rs. c.
Government moiety	..	540 0
Private contributions	..	550 0
Less unexpended balances of private contributions, as per statement forwarded with the Colonial Treasurer's letter No. 2,469/O 45/6 of February 14, 1924, to the Chairman, Provincial Road Committee, Ratnapura	..	16 0
Balance to be recovered from estates	..	534 80

Total acreage, 6,226½.—Moiety of cost, Rs. 534·80—
Rate per acre, 8·5894c.

Assessment.			
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Rajawela Produce Company, Ltd., Messrs. Gordon Fraser & Co., Agents	Densworth	566½	48 68
Panawala Tea Co., Ltd., (Messrs. Bosanquet & Co., Agents)	Glassel and Ernan	1,365	117 24
Nahalma Tea Estates Co., (Messrs. Bosanquet & Co. Agents)	Nahalma	681	58 49
Woodend Tea & Rubber Co. (Messrs. Lewis Brown & Co., Agents)	Woodend	987	84 77
Sitawaka Tea & Rubber Co. (Messrs. Carson & Co., Agents)	Maldeniya	659	56 60
Panawatta Tea & Rubber Estates, Ltd., Messrs. Whittall & Co., Agents)	Yogama	1,610½	138 33
Mr. J. A. Symons, Colombo (Messrs. Cum. berbatch & Co., Agents)	Loolpola	57	4 89
Nallo Kangany of Degalassa	Maliyagoda	137	11 76
I. L. M. Saig Abdulla	Ambagampola	39	3 40
A. A. Thabrew, Dehiowita	Puhuwalagama alias Deegala	124	10 64
Total			534 80

Which sums the proprietors or agents of the several estates are hereby required to pay into the Colonial Treasury, on or before June 18, 1924.

Provincial Road Committee's Office, S. S. NAVARATNAM,
Ratnapura, April 28, 1924. for Chairman.

Dehiowita-Deraniyagala Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the first 3 miles of the under-mentioned road from October 1, 1923, to September 30, 1924, 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 :—

DEHIOWITA-DEKANIYAGALA BRANCH ROAD.

(Estimate No. D 412 of November 6, 1923.)

Government moiety	Rs. 2,160·00
Private contributions	Rs. 2,203·20
Less unexpended balance of private contributions as per statement forwarded with Colonial Treasurer's letter No. 2,469/045 of February 14, 1924, to Chairman, Provincial Road Committee, Ratnapura	15·86
Balance to be recovered from estates	2,187·34

Total acreage, 9,384—Rate per acre, 23·3092c.

Proprietors or Agents.	Estates.	Cultivated Acreage.	Assessment. Rs. c.
Messrs. P. L. Bonter and H. A. Hayes (Messrs. Carson & Company, Agents)	Ninfield	80	18 64
Mr. B. L. Driberg, Proctor, Avissawella	Bertlands	23	5 46
Mr. M. K. Cassiere of Dehiowita	Mass	25	5 82
Yatiantota Ceylon Tea Company, Limited (Messrs. Whittall & Company, Agents)	Walpola Group	995	231 92
Sapumalkanda Rubber Company, Limited (Messrs. Harrisons & Crossfield, Agents)	Sapumalkanda Group including Digalle	2,620 20) 2,640	615 36
Clunes Estate Company (Messrs. Whittall & Company, Agents)	Clunes	558	130 6
Pindenioya Tea and Rubber Estates, Limited (Messrs. Henderson & Company, Agents)	Reucastle	660	153 84
Messrs. F. H. B. Koch & Rosslyn Koch (Messrs. Rosslyn & Company, Agents)	Deraniyagala Group :—		
	Deraniyagala	} 365	85 7
	Pandeniya		
	Panakura		
	Deloluwa		
	Panawalakanda		
	Lovedale		
Rubber Securities, Limited (Messrs. Aitken, Spence & Company, Agents)	Maligatenna	158½	36 94
Mr. Selwyn's Syndicate (Mr. B. M. Selwyn, Resident Manager)	Yatapolla	300	69 92
Mr. L. Archdale, Agent and Superintendent	Paladeniya	160	37 29
Udapolla Rubber Company of Ceylon, Limited (Messrs. Gordon Frazer & Company, Agents)	Udapolla	730	170 15
Messrs. Aitken, Spence & Company, Agents	Maliboda Group	1,177	274 34
The Neuchatel Estates, Limited (Messrs. Aitken, Spence & Company, Agents)	Liniyagala	890	207 45
Lassahena Rubber Company, Limited (Messrs. Aitken, Spence & Company, Limited, Agents)	Lassahena	478½	111 53
Mrs. J. S. Wilson	Kippen	60	13 98
Udabage Korala and Family	Bopekanda	84	19 57
	Total	9,384	2,187 34

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before June 18, 1924.

Provincial Road Committee,
Ratnapura, April 28, 1924.

S. S. NAVARATNAM,
for Chairman.

Dehiowita-Deraniyagala Branch Road.

(Flood damages—Slip on 3rd mile.)

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 deviating the estate road, building a retaining wall, and clearing slip on the 3rd mile of the Dehiowita-Deraniyagala road rendered necessary by an earthslip which occurred in October, 1923, 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 :—

DEHIOWITA-DEKANIYAGALA BRANCH ROAD.

(Estimate No. 61 of November 26, 1923.)

Government moiety	Rs. 3,500·00
Private contributions	Rs. 3,622·50

Total acreage, 10,863½—Rate per acre, 33·3456c.

Name of Estate.	Proprietors or Agents.	Acreage.	Assessment.	
			Rs.	c.
Reucastle	Pindenioya Tea & Rubber Estates, Ltd. (Messrs. Henderson & Co., Agents)	692	230	75
Digalla	Sapumalkanda Rubber Co., Ltd. (Messrs. Harrisons & Crosfield, Agents)	1,159	386	47
Deloluwa	Messrs. F. H. B. Koch & Rosslyn Koch (Messrs. Rosslyn & Co., Agents)	173	57	68
Udabage	Udabage Tea & Rubber Co., Ltd. (Messrs. Carson & Co., Agents)	1,612	537	53
Illuktenna	Sapumalkande Rubber Co., Ltd. (Messrs. Harrisons & Crosfield, Agents)	1,117	372	47
Deraniyagala	Messrs. Allan Driberg & F. H. B. Koch (Messrs. Rosslyn & Co., Agents)	200	66	69
Maligatenna	Rubber Securities, Ltd. (Messrs. Aitken, Spence & Co., Agents)	161½	53	55
Yatapolla	Mr. Selwyn's Syndicate (Mr. Selwyn, Resident Manager)	125	41	69
Paladeniya	Mr. L. Archdale, Agent and Superintendent	160	53	35
Udapolla	Udapolla Rubber Co. of Ceylon, Ltd. (Messrs. Gordon Frazer & Co., Agents)	763	254	42
Pandeniya	Mr. Rosslyn Koch (Messrs. Rosslyn & Co., Agents)	40	13	70
Lower Maliboda	Messrs. Aitken, Spence & Co., Agents	703	234	41
Liniyagalla	The Neuchatel Estates, Ltd. (Messrs. Aitken, Spence & Co., Agents)	890	296	77
Lassahena	Lassahena Rubber Co., Ltd. (Messrs. Aitken, Spence & Co., Agents)	574	191	40
Panakura	Panakura Estates, Ltd. (Messrs. Rosslyn & Co., Agents)	50	16	67
Maliboda	Maliboda Tea Estates, Ltd. (Messrs. Aitken, Spence & Co., Agents)	2,300	766	94
Kippen	Mrs. J. S. Wilson	60	20	0
Bopekanda	Udabage Korala and family	84	28	1
Total		10,863½	3,622	50

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before June 18, 1924.

Provincial Road Committee,
Ratnapura, April 28, 1924.

S. S. NAVARATNAM,
for Chairman.

NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."

TODDY RENTS, WESTERN PROVINCE, 1924-25.—COLOMBO DISTRICT.

NOTICE is hereby given that the Government Agent for the Western Province will, at the Colombo Kachcheri, at 10 A.M. on Thursday, June 19, 1924 (and on such subsequent days as the Government Agent shall, if necessary, notify), expose for sale by auction, subject to the Conditions in the Schedule A heret, the privilege of selling Fermented Toddy by Retail from October 1, 1924, to September 30, 1925, at Taverns to be established by the purchasers in the villages specified in the Schedule B hereto, not more than one shop being allowed in each such village, at a site to be approved by the Government Agent.

2. No sale of Fermented Toddy will be allowed in villages other than those in the said Schedule B expressly specified.

3. (a) If taverns are to be moved from present sites, a month's notice has to be given by the Government Agent under paragraph 5 of IV. of Excise Notification No. 85 of February 12, 1919. Application should therefore be made by purchasers to the Government Agent for sites without delay.

(b) No rebate will be allowed in respect of any taverns in the event of objections to sites being upheld after inquiry, by the Government Agent.

4. The purchasers will be required to pay in stamps the stamp duty under the Stamps Ordinance of 1919 in respect of the Conditions of Sale as well as of the security bond referred to in clause 2 (a) of the Conditions of Sale.

5. The attention of intending purchasers is specially drawn to clause 2 (b) of the Conditions of Sale.

6. Save in exceptional circumstances no trees will be licensed in dry areas.

7. Further information can be obtained on application to the Government Agent.

Government Agent's Office,
Colombo, May 5, 1924.

R. N. THAINE,
Government Agent W. P.

Schedule A.—TODDY RENT SALE CONDITIONS.

The conditions on which the exclusive privilege of selling fermented toddy by retail within the villages described in Schedule B, from October 1, 1924, to September 30, 1925, is sold are, in addition to the general conditions applicable to all Excise licenses which will be duly published in the *Government Gazette* and which will be in force during the rent period in question, as follows:—

1. The Government Agent shall have power, in his discretion, to refuse to accept any bid or tender, subject to which power the highest bidder or tenderer shall be the grantee of the privilege, and shall conform to and perform all the conditions under which the privilege is sold.

2. (a) The grantee shall, immediately on being declared the grantee, sign these conditions of sale and pay to the Government Agent a sum equivalent to two months' rent of the privilege as a security deposit, which amount shall be liable to forfeiture in whole or in part, at the discretion of the Government Agent, for breach of any of the conditions; and such forfeiture shall be in addition to any other penalty prescribed by the conditions for such breach. The grantee shall hypothecate the said security deposit by a bond in form Excise T 23 within fourteen days of sale of the privilege above prescribed.

(b) If the highest bid or tender under condition 1 exceeds the sum of Rs. 2,000, the grantee shall at the same time execute, if so required by the Government Agent, in the form sanctioned by law, a power of attorney to confess judgment in any action which may be instituted against him for the recovery of any moneys due in respect of this privilege.

(c) The grantee shall, on signing the conditions of sale, elect, and under his hand signify a post office to which all notices and processes whatever in connection with the above said privilege shall be addressed under registered post; and all such notices of processes as aforesaid so addressed to the post office so elected and posted in due course shall be considered as good and effectual to all intents and purposes as if the same were served personally.

3. The grantee shall pay to the Government Agent the purchase money or rent in twelve equal monthly instalments, and also any duty, fee, cost price, or other sum due to the Government from him. The first instalment of the purchase money or rent shall be considered due and payable on September 30, 1924, and the remainder on the last day of each succeeding month. Interest at the rate of 9 per cent. per annum shall be payable on all arrears.

4. No payment of any sum due by the grantee to the Crown shall be considered as duly made unless the grantee shall produce a Kacheheri receipt therefor; and no money which, for his own convenience, the grantee may think fit to leave in the hands of the Shroff or any other officer of the Kacheheri shall be considered as money paid under this contract.

5. If an instalment or part of the instalment of the purchase money or rent, or any duty, fee, cost price, or other sum due to the Government from the grantee remains unpaid after the same shall have become due and payable, the Government Agent shall have power, after 15 days' notice to the grantee of his intention to do so without further process of law, to cancel the license or licenses issued to the grantee, and to re-sell the privilege at the risk and loss of the grantee. The notice referred to may be given in such manner as the Government Agent may direct.

6. The grantee shall, on receipt of the license to sell, furnish to the Superintendent or Assistant Superintendent of Excise an application on the prescribed form showing the numbers and situations of the trees which he proposes to tap for the supply of fermented toddy for sale at each tavern, and no tree shall be tapped or toddy drawn for this purpose except under cover of a license setting forth the numbers and situations of the trees, the name of the drawer, and the tavern for which the fermented toddy is intended. The Superintendent of Excise or Assistant Superintendent of Excise shall have power, subject to appeal to the Excise Commissioner, to refuse any application to tap trees for any tavern if such application is, in his opinion, open to serious objection.

7. No tree shall be tapped or toddy drawn therefrom for the supply of fermented toddy for sale at a tavern unless such tree shall first have been marked for this purpose in a manner prescribed by the Excise Commissioner; nor shall toddy be transported to the tavern except under cover of a pass granted by the Superintendent of Excise or the Assistant Superintendent of Excise. Such pass shall set forth the name of the person who transports the toddy and shall be issued to the grantee, who shall hand it to the person who transports the toddy.

(a) Any renter wishing to make vinegar from toddy shall first obtain a vinegar license from the Government Agent. Provided that the Government Agent may issue licenses to non-renters on terms and subject to conditions duly approved by Government.

(b) The holder of a vinegar license shall store such vinegar in premises approved by the Excise Commissioner, and shall keep a true account of all toddy converted into vinegar and of all sales of vinegar in the form prescribed by the Excise Commissioner.

8. The grantee, if he taps the trees and draws the toddy himself, or, if he delegates the work to another person, such person shall, at the time of tapping the trees or drawing the toddy, invariably carry the license on his person, and shall produce it forthwith on the demand of any Excise Officer or village headman.

9. The grantee shall have no concern or interest, direct or indirect, in the sale of arrack, or in the purchase of any privilege for the sale of arrack, within the area of his rent.

10. Except under the written authority of the Assistant Commissioner of Excise, no toddy, except toddy drawn from trees licensed and marked for a particular tavern, shall be kept, offered for sale, or sold in that tavern.

11. No fermented toddy shall be sold at a lower price than 40 cents per gallon, and in proportion for any smaller quantity.

12. The Government Agent shall not be bound to find a site for any tavern in the event of the grantee not being able to procure a site. No tavern shall be opened at any place except with the approval of the Government Agent.

13. The purchaser shall, within ten days from the date on which the privilege commences to run, or within such extended time as the Government Agent may grant, apply to the Government Agent and obtain a license or licenses for the sale by retail of fermented toddy at the taverns within the area covered by the privilege.

14. (a) The grantee shall have no claim to a remission if the Government Agent or his Assistant shall find it necessary to order the taverns upon any road to be closed for a limited period during the march of troops, or upon the plea of losses arising from any cause whatever.

(b) On days of polling the Government Agent or his Assistant shall order the closure of all taverns in the area in which polls are held, and the grantee shall have no claim to a remission on this account.

15. (a) No bids will be accepted from any person who is a habitual criminal as defined by Ordinance No. 32 of 1914.

(b) The purchaser shall, whenever called upon to do so by the Government Agent, satisfy him that he is not a habitual criminal within the meaning of the said Ordinance.

16. The taverns within the areas of the exclusive privilege granted under the foregoing conditions shall open and close at the hours specified in Schedule C, and no toddy shall be sold at such tavern between the hour of closing and that of opening.

Schedule B.—LIST OF TODDY TAVERNS, COLOMBO DISTRICT.

Alutkuru Korale North.			Hewagam Korale.		
No.	Locality or Range.	Division.	Within the village of—		
Within the village of—			27	Puwakpitiya ..	Kosgama
1	Bambukuliya ..	Otara East	Colombo Mudaliyar's Division.		
2	Etgala ..	do.	28	Bounded on the north by Main street, on the east by 1st Cross street, on the south by Norris road, on the west by Front street	Pettah Ward (Front street Tavern)
3	Dalupota ..	Otara West	29	Bounded on the north by south side of Main street, on the east by 4th Cross street, on the south by Norris road, on the west by 2nd Cross street	do. (4th Cross street Tavern)
4	Palangature ..	do.	30	Bounded on the north by Reclamation road, on the east by St. John's street, on the south by north side of Main street, on the west by 1st Cross street	do. (Market street Tavern)
5	Porutota ..	do.	31	Bounded on the north by Dam street, on the east by St. Sebastian street, on the south by St. Sebastian hill, on the west by Saunders' place and Cramer's lane	St. Sebastian Ward (Saunders' place Tavern)
6	Kochchikade ..	do.	32	Bounded on the north by south side of Gintupitiya street, on the east by Hill street and Kuruwe street, on the south by New Moor street to its junction with Dam street and thence by Dam street up to Kayman's gate, on the west by Chekku street.	St. Paul's Ward (Chekku street Tavern)
7	Dagonna ..	Godakaha palata	33	Bounded on the north by south side of Jampettah street, on the east by Hill street, on the south by north side of Gintupitiya street up to Sea street, Sea street, and Cross road to Seashore street, on the west by Seashore street and Kochchikade street	do. (Kochchikade street Tavern)
8	Demanhandiya ..	do.			
9	Katunayaka ..	Andiambalam palata			
10	Mukalangamuwa ..	do.			
11	Bolawalana ..	Town of Negombo			
12	Kurana ..	do.			
13	Karnachchoda ..	do.			
14	Hunupitiya ..	do.			
15*	Udayartoppuwa ..	do.			
16	Pitipana ..	Talahena palata			
17	Settapaduwa ..	do.			
18	Basiyawatta ..	do.			
Alutkuru Korale South.					
Within the village of—					
19	Bopitiya ..	Hendala			
20	Pulluhena ..	do.			
21	Uswetakeiyawa ..	do.			
22	Timbirigasyaya ..	do.			
23	Ragama ..	Kandana			
24	Kandana ..	do.			
25	Weligampitiya ..	do.			
26	Dandugama ..	Dandugama			

* Present site will not be allowed.

No.	Locality or Range.	Division.	No.	Locality or Range.	Division.
	Within the village of—			Within the village of—	
34.	Bounded on the north and east by Skinner's road north, on the south by Barber street, Green street, and north side of Jampettah street, on the west by Kochchikade street	Kotahena Ward (Kor-teboam street) Tavern	41	Bounded on the north by Kirillapone canal, on the east and south by Dehiwala canal, on the west by the sea	Wellawatta Ward (Wella-watta Tavern)
35	Bounded on the north by Cemetery street, on the east by Kotahena street, on the south by Pickering's road, on the west by eastern side of Santiago street	do. (Pickering's road Tavern)	42	In or near 2nd Division, Maradana, at a place not included in any other rent area herein described	Maradana Ward (2nd Division Maradana Tavern)
36	Bounded on the north by Madampitiya road to its junction with Victoria Bridge street, thence by Victoria Bridge street and Kelani river, on the east by Urugodawatta canal, on the south and west by Cemetery road	do. (Madampitiya road Tavern)	43	In or near 3rd Division, Maradana, at a place not included in any other rent area herein described	Maradana Ward (3rd Division Maradana Tavern)
37	Bounded on the north by Madampitiya road, on the east by Alutmawata road, on the south by Fisher's quarters, on the west by Fisher's Hill and Modera street	do. (Marshall street Tavern)	44	In or near that section of Dematagoda road lying between Reservoir road and Baseline road and at a place not included in any other rent area herein described	Maradana Ward (Dematagoda Tavern)
38	Bounded on the north, east, and west by Kelani river, on the south by Madampitiya road and Victoria Bridge street	do. (Modera street Tavern)	45	In or near Malay street at a place not included in any other rent area	Slave Island Ward (Malay street Tavern)
39	In or near Galle road, between 1st and 2nd mileposts at a place not included in any other rent area herein described	Kollupitiya Ward (Kollupitiya Tavern)		Within the village of—	
40	In or near Galle road, between 3rd and 4th mileposts at a place not included in any other rent area herein described	Wellawatta Ward (Bambalapitiya Tavern)	46	Dehiwala	Galkissa

Schedule C.—OPENING AND CLOSING HOURS OF TODDY TAVERNS.

District.	Toddy Tavern.	Hour of Opening. A.M.	Hour of Closing. P.M.	District.	Toddy Tavern.	Hour of Opening. A.M.	Hour of Closing. P.M.
Colombo	Taverns within Municipal area	7	7	Negombo	Taverns within revenue district area	7	7
Do.	Taverns within revenue district area	7	7	Moratuwa	Taverns within the Local Board area	7	7
Negombo	Taverns within the Local Board area	7	7				

Toddy Rents, Kalutara District, 1924-25.

NOTICE is hereby given that the privilege of selling fermented toddy by retail in the areas specified in the schedule below, for the period of 12 months from October 1, 1924, to September 30, 1925, will be put up for sale by public auction at the Kalutara Kachcheri, on Friday, May 23, 1924, at 11 A.M.

Conditions of sale can be obtained from the Assistant Government Agent, Kalutara.

SCHEDULE.

No.	Division.	Locality or Range.
1	Kalutara totamune	Within the village of Kuda-Paiyagala
2	Do.	Within the town of Alut-gama

The Kacheheri, H. A. BURDEN,
Kalutara, May 3, 1924. Assistant Government Agent.

Closing or Opening Foreign Liquor, Arrack, or Toddy Taverns.

NOTICE is hereby given that it is proposed to close the Foreign Liquor, Arrack, Toddy taverns specified in the schedule below, from October 1, 1924.

2. I shall be prepared to receive any written representation up to June 19, 1924, on which date at Hambantota Kachcheri, between the hours of 2 P.M. and 3 P.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of such Taverns.

The Kacheheri, G. L. D. DAVIDSON,
Hambantota May 2, 1924. for Assistant Government Agent.

SCHEDULE.

Arrack tavern at Hambantota in Magam pattu.
Arrack tavern at Wirawila in Magam pattu.
Arrack tavern at Tissa in Magam pattu.
Foreign Liquor tavern at Hambantota in Magam pattu.

Notice regarding Local Option of Arrack and Foreign Liquor Taverns, 1925-1926.

IT is hereby notified for public information that the Assistant Government Agent of the Mannar District, in exercise of the powers vested in him by rule 5 of the rules specified in Exeise Notification No. 130 of June 16, 1922, in respect of arrack and foreign liquor taverns, has appointed the under-mentioned date and places for recording votes for the purpose of ascertaining whether 60 per cent. of the road-tax paying inhabitants of the area are opposed to the existence of the arrack and foreign liquor taverns within such area:—

August 1, 1924—From 8 A.M. to 12 noon and 2 P.M. to 7 P.M. at the Mannar Kachcheri and the Roman Catholic School at Pallimunai.

The area served is Mannar town, Thoddakkadu, Tharakankoddai, Painter's street, and Valaiyakadu.

Mannar Kachcheri, C. L. WICKREMESINGHE,
April 29, 1924. Assistant Government Agent.

Sale of Toddy Rents by Public Auction.

NOTICE is hereby given that the privilege of selling fermented toddy by retail in the areas specified in the annexed schedule below, for the period of twelve months from October 1, 1924, to September 30, 1925, will be put up for sale by public auction at the Chilaw Kachcheri at 9 A.M. on Monday, June 2, 1924.

2. The conditions of sale and any further particulars can be obtained from me on application.

Puttalam Kachcheri, R. N. BOND,
April 29, 1924. for Assistant Government Agent.

SCHEDULE REFERRED TO.

Chilaw District.

No.	Locality or Range.	Division.
1.	Within Southern Ward, Chilaw	Pitigal korale north, Chilaw
2.	Within Northern Ward, Chilaw	do.

No.	Locality of Range.	Division.
• Within the village of—		
3.	Karukkupone ..	Pitigal korale north, Chilaw
4.	Arachchikattuwa ..	do.
5.	Battulu-oya ..	do.
6.	Pambala ..	do.
7.	Olidaluwa ..	do.
8.	Madampe ..	do.
9.	Irattakulama ..	do.
10.	Galmuruwa ..	do.
11.	Dunkannawa ..	Pitigal korale south, Chilaw
12.	Tabbowa ..	do.
13.	Nattandiya ..	do.
14.	Mudukatuwa ..	do.
15.	Adapparagama ..	do.
16.	Mattakotuwa ..	do.
17.	Toduwawa ..	do.
18.	Lihiriyagama ..	do.
19.	Lunuwila ..	do.
20.	Haldanduwana ..	do.
21.	Mohottimulla ..	do.
22.	Dankotuwa ..	do.
23.	Tambarawila ..	do.
24.	Nanjundankara ..	do.
25.	Waikkal ..	do.
26.	Nayinamadama ..	do.
27.	Mirissankotuwa ..	do.
28.	Dummaladeniya ..	do.
29.	Wennappuwa ..	do.
30.	Uthitiyawa ..	do.
31.	Katuneriya ..	do.

Puttalam District.

1. Within the town of Puttalam .. Puttalam gravets
2. Within Chenaikudi-virudru .. do.

No.	Locality of Range.	Division.
Within the village of—		
3.	Daluwa ..	Puttalam pattu
4.	Madurankuli ..	do.
5.	Mukkuwa Toduwa ..	do.
6.	Mundel ..	do.
7.	Etalai ..	Kalpitiya
8.	Kalpitiya ..	do.

Toddy Rents, Kegalla District, 1924-25.

NOTICE is hereby given that the exclusive privilege of selling fermented toddy from October 1, 1924, to September 30, 1925, in the taverns mentioned below will be put up for sale by public auction by the Assistant Government Agent, Kegalla, at the Kegalla Kacheheri on Friday, May 30, 1924, at 10 A.M.

2. Conditions of sale are published in the *Government Gazette* No. 7,389 of April 25, 1924.

The Kacheheri, N. W. MORGAPPAH, Jr.,
Kegalla, April 30, 1924. for Assistant Government Agent.

No. and Name of Tavern.	Division.	Locality or Range.
Within the villages of—		
1 Ussapitiya ..	Galboda korale ..	Asmadale, Diwela Udagama, Pattedagama, and Ussapitiya
2 Weligomuwa ..	Kinigoda korale ..	Gabbala, Hewadiwela and Weligomuwa
3 Ambalanpitiya ..	Three Korales ..	Ambalanpitiya and Godagampola
4 Pelenpitiya ..	Three Korales ..	Pelenpitiya

TRADE MARKS NOTICES.

NOTE.—In the following lists the numbers in the second column denote the number of the "Ceylon Government Gazette" in which the trade mark was advertised:—

Trade Marks Registered during the Month of April, 1924.

Applica- tion No.	Gazette No.	Date of Gazette.	Proprietors.	Class.	Registra- tion No.
2,941	7,374	February 8, 1924	Reckitt & Sons, Limited	47	2,941
2,967	7,374	February 8, 1924	Webster Automatic Packaging Factory, Limited	42	2,967
2,996	7,374	February 8, 1924	P. M. Mohideen Ibrahim Saibo	42	2,996
3,039	7,375	February 15, 1924	The R. L. Watkins, Co.	48	3,039
2,965	7,375	February 15, 1924	Webster Automatic Packaging Factory, Limited	42	2,965
3,035	7,375	February 15, 1924	Irwin-Harrisons & Crosfield, Incorporated	42	3,035
2,952	7,378	February 22, 1924	J. H. Vavasseur & Co., Ltd.	42	2,952
3,042	7,378	February 22, 1924	Winfried Freudenberg, Siegmund Freudenberg, Henrich Gauger, and Ernst Albert Otto Wild, carrying on business as Freudenberg Boehringer & Company	17	3,042
3,049	7,378	February 22, 1924	Robt. Ingham Clark & Co., Ltd.	50	3,049
3,050	7,378	February 22, 1924	do.	1	3,050
3,051	7,378	February 22, 1924	do.	1	3,051
3,052	7,378	February 22, 1924	do.	1	3,052
3,053	7,378	February 22, 1924	do.	1	3,053
3,054	7,378	February 22, 1924	do.	1	3,054
3,055	7,378	February 22, 1924	do.	1	3,055
3,056	7,379	February 29, 1924	do.	1, 50	3,056
3,057	7,379	February 29, 1924	do.	1, 50	3,057
3,058	7,379	February 29, 1924	do.	1, 50	3,058

Subsequent Proprietors Registered during the Month of April, 1924.

The name in *Italics* is that of the former Proprietor.

171	5,430	October 9, 1896	Sterling Products (Incorporated), 88, Nineteenth Street, Wheeling, West Virginia, U. S. A.; Manufacturers; <i>The California Fig Syrup Co.</i>	3	147
538	6,420	January 13, 1911	International Takamine Ferment Company, 120, Broadway, New York, U. S. A., Manufacturers; <i>Jokichi Takamine</i>	1, 3	1,220

Trade Marks renewed during the Month of April, 1924.

171	5,430	October 9, 1896	Sterling Products (Incorporated)	3	147
464	6,379	May 19, 1910	Badische Anilin and Seda Fabrik	1	1,172
478	6,396	August 5, 1910	Harrisons & Crosfield, Ltd.	42	1,187
528	6,420	January 13, 1911	International Takamine Ferment Company	1, 3	1,220

Trade Marks to be removed from the Register for Non-payment of Renewal Fees.

Applica- tion No.	Gazette No.	Date of Gazette.	Proprietors.	Class.	Registra- tion No.
453	6,366	April 15, 1910	W. Daniel Fernando	3	1,161
454	6,366	April 15, 1910	do.	3	1,162
456	6,381	May 27, 1910	Harold Montgomery Moore and William Henry Poyntz Spurway	7	1,173

Trade Marks removed from the Register for Non-payment of Renewal Fees.

430	6,352	January 28, 1910	Whitfields Bedsteads, Ltd.	41	1,143
431	6,352	January 28, 1910	do.	41	1,144
439	6,353	February 4, 1910	The Custodian of Enemy Property	42	1,149
440	6,358	March 11, 1910	do.	13, 15	1,153

Registrar-General's Office,
Colombo, May 7, 1924.

H. W. CODRINGTON,
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) Trade Mark No. 3,036.
- (2) Date of Receipt: January 7, 1924.
- (3) Applicant (Proprietor of the Trade Mark): BIEZE STORK & CO., Hengelo (O.), Holland; Thread Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Twenty three.
- (6) Goods: Cotton thread.
- (7) Mark:



Registrar-General's Office,
Colombo, May 7, 1924.

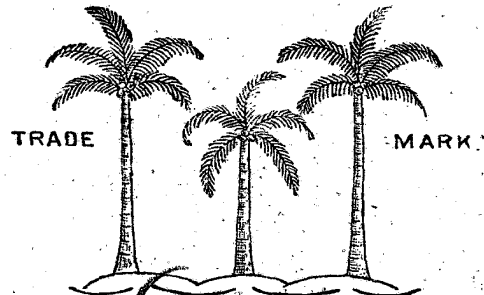
H. W. CODRINGTON,
Registrar-General.

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) Trade Mark No. 3,089.
- (2) Date of Receipt: February 18, 1924.
- (3) Applicant (Proprietor of the Trade Mark): FREDERICK JULIAN SIEDLE, HARRY TIERNEY, and ROBERT TRESLOVE HARRIDENCE, carrying on business under the name and style of SIEDLE BROTHERS & CO., Tonbridge Mills, Katunayake; Millers, Import, Export, and General Merchants.
- (4) Address for service in the Island, if any:—
- (5) Classes: (a) Thirty-nine; (b) Forty-two.

(6) Goods: (a) In class 39 in respect of stencil ink; (b) In class 42 in respect of tea, cocoa, and all substances used as food or as ingredients in food.

(7) Mark:



The essential particular of the Trade Mark is the device of three coconut palms (to be of any size or colour) and no claim is made to the exclusive use of the added matter.

Registrar-General's Office,
Colomb, May 7, 1924.

H. W. CODRINGTON,
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) Trade Mark No. 3,101.
- (2) Date of Receipt: March 3, 1924.
- (3) Applicant (Proprietor of the Trade Mark): HITANADURA SAMARIS DE SILVA, No. 94, Brownrigg street, Kandy; Manufacturer and Dealer in Soap.
- (4) Address for service in the Island, if any:—
- (5) Class: Forty-seven.
- (6) Goods: Bar Soap.
- (7) Mark:



The essential particular of the Trade Mark is the distinctive device.

Registrar-General's Office,
Colombo, April 30, 1924.

H. W. CODRINGTON,
Registrar-General.