

# Ceylon Government Gazette

Published by Authority.

No. 7,392 — FRIDAY, MAY 16, 1924.

## Part I. — General.

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

	PAGE		PAGE		PAGE
Minutes by the Governor ..	1201	Miscellaneous Departmental Notices ..	1280	Trade Marks Notifications ..	1295
Proclamations by the Governor ..	—	Abstracts of Season Reports ..	—	Local Board Notices ..	1295
Appointments by the Governor ..	1202	Sales of Arrack and Toll Rents ..	1296	Road Committee Notices ..	1287
Appointments, &c., of Registrars ..	1203	Sales of Salt and Timber ..	—	“Local Govt. Ordinance” Notices ..	1296
Government Notifications ..	1205	“Excise Ordinance” Notices ..	—	Unofficial Announcements ..	1223
Revenue and Expenditure Returns ..	—	Proceedings of Municipal Councils ..	1287	Specifications under “The Irrigation Ordinance” ..	—
Current Commissioners’ Notices ..	—	Notices to Mariners ..	1294	Meteorological Returns ..	<i>Suppl.</i>
Notices calling for Tenders ..	1215	Returns of Imports ..	1282	Books registered under Ordinance No. 1 of 1885 ..	—
Sales of Unserviceable Articles, &c. ..	1222	Railway Traffic Returns ..	—		
Vital Statistics ..	1222	Patents Notifications ..	—		

### MINUTE BY THE GOVERNOR.

**H**IS EXCELLENCY THE GOVERNOR desires that public expression may be given to his regret at the death on May 12, 1924, of Mr. C. SUNTHERAM, I.S.O., Chief Appraiser of the Colombo Customs, and a Member of the Fifth Class of the Ceylon Civil Service.

The late Mr. SUNTHERAM served Government for a period of over 36 years, during seventeen years of which he held the responsible position of Chief Appraiser. Throughout his official career his integrity was unimpeachable and he displayed a strenuous devotion to duty, whilst his work was characterized by the most commendable zeal and efficiency. By his death the Public Service has lost a tried and valuable officer.

Colonial Secretary’s Office,  
Colombo, May 16, 1924.

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

## APPOINTMENTS, &c., BY THE GOVERNOR.

No. 206 of 1924.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments:—

Mr. R. M. M. WORSLEY to the office of Assistant at Hambantota to the Government Agent, Southern Province; Commissioner of Requests and Police Magistrate, Hambantota; Additional District Judge, Commissioner of Requests, and Police Magistrate, Tangalla; Assistant Collector of Customs and Master Attendant, Hambantota; Local Authority under the Petroleum Ordinance for the District of Hambantota; Additional Superintendent of Police, Hambantota; Superintendent of the Jail at Hambantota; and Receiver of Wrecks for the District of Hambantota, with effect from May 12, 1924, until further orders.

Mr. K. VAITHIANATHAN to be attached to the Ratnapura Kachcheri, with effect from May 10, 1924, until further orders.

Mr. S. C. SANSONI to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Negombo, from May 10, 1924, during the absence of Mr. F. D. PERIES, or until the resumption of duties by that officer.

Mr. S. C. SANSONI to be Additional District Judge, Negombo, for May 16, 1924.

Mr. W. A. MUTTUKUMARU to act as Commissioner of Requests and Police Magistrate and Additional District Judge, Puttalam, from May 14 to 20, 1924, during the absence of Mr. P. O. FERNANDO, or until the resumption of duties by that officer.

Mr. SOLOMON FERNANDO to act as Commissioner of Requests and Police Magistrate, Panadure, from May 17 to 19, 1924, during the absence of Mr. M. H. KANTAWALA, or until the resumption of duties by that officer.

Mr. S. S. NAVARATNAM to the office of Commissioner of Requests and Police Magistrate, Matale; and Commissioner of Requests and Police Magistrate, Dumbara; and also to be a Police Magistrate under section 3 of Ordinance No. 4 of 1891 for the Revenue Districts of Kandy and Matale, with effect from May 12, 1924, until further orders.

Mr. M. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Mallakam, for May 14, 1924, during the absence of Mr. R. H. BASSETT, or until the resumption of duties by that officer.

Mr. C. NAGALINGAM to act as Commissioner of Requests and Additional Police Magistrate, Colombo, for May 13 and 14, 1924, during the absence of Mr. C. COOMARASWAMY, or until the resumption of duties by that officer.

Mr. F. N. DANIELS to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kurunegala, and Additional District Judge, Kegalla, for May 19 and 20, 1924, during the absence of Mr. A. BEVEN, or until the resumption of duties by that officer.

Mr. J. W. E. D. PERERA to act as Additional Police Magistrate, Colombo, Negombo, and Avissawella, and Additional Commissioner of Requests, Avissawella, for May 12 and 13, 1924, during the absence of Mr. V. COOMARASWAMY, or until the resumption of duties by that officer.

Mr. F. MARKUS to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala from May 17 to 20, 1924, during the absence of Mr. H. L. HOPPER, or until the resumption of duties by that officer.

Mr. L. J. DE S. SENEVIRATNE to be, in addition to his own duties, Additional Police Magistrate, Matara, with effect from May 12, 1924, until further orders.

Mr. W. D. GODSALL to be, in addition to his own duties, Additional Police Magistrate, Nuwara Eliya-Hatton, with effect from April 23, 1924, until further orders.

The Notification of April 25, 1924, appearing in the *Gazette* of the same date is cancelled in so far as it affects the appointment of Mr. GODSALL as Additional Police Magistrate, Nuwara Eliya.

Mr. K. VAITHIANATHAN to be, in addition to his own duties, Additional Police Magistrate, Ratnapura, with effect from May 10, 1924, until further orders.

Mr. K. VAITHIANATHAN to be, in addition to his own duties, Additional Police Magistrate, Ratnapura, for one week from May 12, 1924, or until further orders.

Mr. E. H. DAVIES to be, in addition to his present duties of Assistant Director of Statistics, Deputy Fiscal Colombo, with effect from May 13, 1924, until further orders.

Mr. E. H. DAVIES, Deputy Fiscal, Colombo, to be a Justice of the Peace for the District of Colombo.

Mr. R. M. DAVIES to be Deputy Rubber Controller, with effect from May 12, 1924, until further orders.

Mr. H. F. LACOCK to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton.

Messrs. R. S. HALL and S. W. SHERWOOD to be Justices of the Peace and Unofficial Police Magistrates for the District of Kegalla, during the absence of Messrs. G. R. MASEY and W. W. BIRTILL, respectively, from the Island.

Mr. F. H. PERERA, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to be an Inquirer for the Kalutara totamune, *vice* Mr. B. S. F. WICKREMASOORIYA, deceased.

Mr. L. H. BARGATE, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to be an Inquirer for the judicial division of Gampola, *vice* Mr. H. W. MALCOMSON, as from May 9, 1924.

Mr. C. J. S. BOGOLLAGAMA, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to be an Inquirer for Magul Otota korale, in Wannu hatpattu, in addition to his present appointment as Inquirer for Magul East and West korales, in Wannu hatpattu.

Mr. E. B. BOWEN, District Engineer, Negombo, to be an Official Member of the Local Board of Minuwangoda, under section 5 (1) of Ordinance No. 13 of 1898, *vice* Mr. S. W. DASSANAIIKE.

Dr. H. U. LEEBRUGGEN to be an Official Member of the Local Board of Batticaloa, *vice* Dr. E. W. SCHARENQUIVEL.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 16, 1924.

CECIL CLEMENTI,  
Colonial Secretary

No. 207 of 1924.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to sanction the following acting appointments from May 15, 1924, during the absence of Mr. R. H. BASSETT, or until further orders:—

Mr. S. KANAGASABAI to act as Commissioner of Requests and Police Magistrate, Jaffna.

Mr. S. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Mallakam.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 16, 1924.

CECIL CLEMENTI,  
Colonial Secretary

No. 208 of 1924.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to sanction the following acting appointments, during the absence of Mr. W. G. VALLIPURAM :—

Mr. S. VISUVALINGAM to act as Commissioner of Requests and Police Magistrate, Trincomalee, from May 18 to June 7, 1924, inclusive.

Mr. M. M. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Trincomalee, from June 8, 1924, until further orders.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, May 16, 1924. Colonial Secretary.

No. 209 of 1924.

**IT** is hereby notified that Mr. C. J. D. LANKTREE resumed duties as Office Assistant to the Government Agent, Central Province, with effect from May 1, 1924.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, May 10, 1924. Colonial Secretary.

No. 210 of 1924.

**IT** is hereby notified that Mr. P. J. HUDSON resumed duties as Assistant Settlement Officer and a Special Officer under the Waste Lands Ordinance, with effect from May 1, 1924.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, May 10, 1924. Colonial Secretary.

No. 211 of 1924.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to nominate Dr. H. C. VANDORT to be a Member of the Sanitary Board of the Ratnapura District under section 5 (1) (b) of Ordinance No. 18 of 1892, *vice* Dr. A. C. A. FERNANDO.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, May 13, 1924. Colonial Secretary.

No. 212 of 1924.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. JOHN CHRYSOSTOM RASADURAI SEBASTIAN, under section 372 of the "Civil Procedure Code, 1889," to be an officer to administer the oath or affirmation, which is requisite to the making of the affidavit mentioned in section 371 of the said Code for the District of Batticaloa from May 9, 1924, until further orders.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, May 14, 1924. Colonial Secretary.

No. 213 of 1924.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to recognize Mr. F. DUPUY, French Consul, provisionally, as Acting Consul for Chile, at Colombo, during the absence of Mr. LOUIS E. ZANARTU from the Island, as from May 1, 1924.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, May 10, 1924. Colonial Secretary.

No. 214 of 1924.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. DAMUNUPOLA APPUHAMILLAGE JOHN PERERA JAYASEKARA, at present practising as a Notary Public at Kotadeniyawa in Negombo District, to be a Notary Public throughout Wellaboda pattu of Galle District, with residence and office at Dodanduwa, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, May 7, 1924. Colonial Secretary.

No. 215 of 1924.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. OLIVER ASHLEY WINFIELD COREA of Chilaw to be a Notary Public throughout the judicial division of Chilaw, and to practise as such in the English language.

By His Excellency's command,

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

No. 216 of 1924.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. VELUPPILLAI NAGALINGAM of Vaddukkodai, Jaffna, to be a Notary Public throughout the judicial division of Jaffna, and to practise as such in the English and the Tamil languages.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, May 10, 1924. Colonial Secretary.

No. 217 of 1924.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. SINNATAMBY SUPPRAMANIAM of Badulla to be a Notary Public throughout the judicial division of Badulla, and to practise as such in the English and the Tamil languages.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, May 7, 1924. Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

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

MUDIYANSELAGE PUNCHIAPPUHAMY DIYAGAMA to be an Additional Registrar of Lands of the Colombo District, with effect from May 14, 1924.

HERATH WIKRAMASINHA RANATUNGA to be Additional Registrar of Lands of the Anuradhapura District, with effect from May 15, 1924, *vice* Mr. W. D. M. PERERA, transferred.

PETER OLIVER FERNANDO to be Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of the Puttalam and Chilaw Districts of the North-Western Province, with effect from May 6, 1924, *vice* Mr. G. C. MILES, transferred. His office will be at the Kacheheri, Puttalam.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, May 14, 1924. Colonial Secretary.

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

MUDIYANSELAGE PUNCHIAPPUHAMY DIYAGAMA to act as Additional Registrar of Lands, Colombo, for five days from May 9, 1924, during the absence of the Additional Registrar, Mr. J. P. SILVA, on leave.

JOHN WILLIAM ARTHUR PERERA to act as Registrar of Lands, Nuwara Eliya, for thirty days from May 12, 1924, vice M. A. L. SALGADO.

MERENNAGE ALADIN LIVINIS SALGADO to act as Registrar of Lands, Matara, for thirty days from May 12, 1924, vice J. W. A. PERERA.

Registrar-General's Office,  
Colombo, May 12, 1924.

H. W. CODRINGTON,  
Registrar-General.

IT is hereby notified that I have appointed SAMUEL MENDIS WICKREMESINGHE as Registrar of Marriages (General) of Four Gravets of Galle and Akmimana division, in the Galle District of the Southern Province, with effect from May 11, 1924, vice J. R. WEERASEKERA, transferred. His office will be at the Galle Kachcheri.

Registrar-General's Office,  
Colombo, May 7, 1924.

H. W. CODRINGTON,  
Registrar-General.

IT is hereby notified that I have appointed WALTER DANIEL MIGEL PERERA, Registrar of Marriages (Kandy and General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, with effect from May 31, 1924, vice Mr. S. M. WICKREMESINGHE, transferred. His office will be at the Kachcheri, Kurunegala.

Registrar-General's Office,  
Colombo, May 8, 1924.

H. W. CODRINGTON,  
Registrar-General.

IT is hereby notified that I have appointed D. M. A. WICKREMESINGHE to act as Deputy Medical Registrar of Births and Deaths of Puttalam Town division, in the Puttalam District of the North-Western Province, for twenty days from May 9, 1924, vice B. W. SIKURAJAPATI, on leave. His office will be at the Civil Hospital, Puttalam.

Registrar-General's Office,  
Colombo, May 9, 1924.

H. W. CODRINGTON,  
Registrar-General.

IT is hereby notified that I have appointed EDIRIHIN ARACHCHILLA E KIRIMENIKE to act as Registrar of Births and Deaths of Udapattu division, and of Marriages (General) of Kukulukorale division, in the Ratnapura District of the Province of Sabaragamuwa, with effect from May 6, 1924, vice Registrar, D. M. ABEYWARDENA, suspended until further orders. His office will be at Muttetuwwewatta in Gangalagamuwa.

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

H. W. CODRINGTON,  
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 LIYANAGE CLEMENT DE SILVA to act as Registrar of Births and Deaths of Otara west division, and of Marriages (General) of Dunagahapattu of Alutkuru korale north division, in the Colombo District of the Western Province, for May 12, 1924, during the absence of the Registrar, HENRY RICHARD DE SILVA, on leave. His office will be at Kurunduwatta in Daluwakotuwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON TELENIS RANASINHA to act as Registrar of Births and Deaths of Agalawatta division, and of Marriages (General) of Mahapattu North division, in the Kalutara District of the Western Province, for eight days from May 9, 1924, during the absence of Registrar, J. WIJESUNDARA, on leave. His office will be at Dangedarawatta in Agalawatta.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PESTERUWELIYANARALLAGE SIMON COORAY to act as Registrar of Births and Deaths of Kalutara north division, and of Marriages (General) of Kalutara Totamuna

division, in the Kalutara District of the Western Province, on May 9, 1924, during the absence of the Registrar, D. A. WIJEMANNA, on leave. His office will be at Kurusiyawatta in Desastra Kalutara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed ALWIN PIERIS MALALASEKERA to act as Registrar of Marriages (General) of Kalutara totamuna division, in the Kalutara District of the Western Province, on May 9, 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, Kalutara, has appointed MEDAGAMALIYANAGE DON ANDRIS GAMAGODA to act as Registrar of Marriages (General) of Kalutara totamuna division, in the Kalutara District of the Western Province, on May 9, 1924, during the absence of Registrar, H. DE A. SAMARANAYAKA, on leave. His office will be at Kajugahawatta in Nagoda.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed UKKU BANDA DISSANAYAKE to act as Registrar of Births and Deaths of Tispane korale division, and of Marriages (General) of Kotmale (excluding the portion in gravets) division, in the Nuwara Eliya District of the Central Province, for thirty days from May 16, 1924, during the absence of the Registrar, T. B. DISANAYAKE, on leave. His office will be at Haragale in Tispane.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed EKANAYAKE MUDIYANSELAGE UKKU BANDA to act as Registrar of Births and Deaths of Udapane korale division, and of Marriages (General) of Kotmale (excluding portion in gravets) division, in the Nuwara Eliya District of the Central Province, for six days from May 17, 1924, during the absence of the Registrar, P. HERATH, on leave. His office will be at Niyangandera.

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

The notification dated May 6, 1924, published in the Government Gazette No. 7,391 of May 9, 1924, is hereby cancelled.

The Additional Assistant Provincial Registrar, Galle, has appointed DHARMACHANDRA WICKRAMASINHA to act as Registrar of Births and Deaths of Katukurunda division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for two days from May 12, 1924, during the absence of the Registrar, J. WICKRAMASINHA, on leave. His office will be at Mudillagahawatta in Malalagama.

The Additional Assistant Provincial Registrar, Galle, has appointed SIYADORIS DIAS ABEYWICKRAMA GUNASEKERA to act as Registrar of Births and Deaths of Hinatigala division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on May 12, 1924, during the absence of the Registrar, J. D. A. GUNASEKERA, on leave. His office will be at Pillegewatta at Habaraduwa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON ANDRIS WIJEWICKRAMA VIDHANAPATRANA to act as Registrar of Births and Deaths of Poranagampalata division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for thirteen days from May 6, 1924, during the absence of the Registrar, D. E. A. VIDHANAPATRANA, on leave. His office will be at Kolongahawatta in Kehelwatta.

The Provincial Registrar, Jaffna, has appointed SINNAIYA AIYAMPILLAI to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province for six days from May 5, 1924, during the absence of the Registrar, V. M. MUTTUKKUMARU, on sick leave. His office will be at Hemakada in Nallur.

The Assistant Provincial Registrar, Jaffna, has appointed KATIRITTAMPI SARAVANAMUTTU to act as Registrar of Marriages (General) of Pachchilaipalli division, in the Jaffna District of the Northern Province, for seven days from



May 6, 1924, during the absence of the Registrar, V. CHELLAIYA, on sick leave. His office will be at Mahesvarivasa in Periyapalai.

The Assistant Provincial Registrar, Mannar, has appointed SUPPER PONNIAH to act as Registrar of Births and Deaths of Perunkalipattu division, in the Mannar District of the Northern Province, for eight days from May 6, 1924, during the absence of the Registrar, M. S. HAMD, on leave. His office will be at Udayarvalavu in Vidattaltivu.

The Assistant Provincial Registrar, Mullaitivu, has appointed V. PUNCHI BANDA to act as Registrar of Births and Deaths of Kilakkumulai south (Sinhalese division) in the Mullaitivu District of the Northern Province, for thirty days from May 9, 1924, during the absence of the Registrar, T. M. T. WANNIHAMY, on sick leave. His office will be at Mamaduwa.

The Assistant Provincial Registrar, Mullaitivu, has appointed T. U. CHELLIAH to act as Registrar of Marriages (General) of Vavuniya south division, in the Mullaitivu District of the Northern Province, for seven days from May 16, 1924, during the absence of the Registrar, C. AMPALAVANAR, on leave. His office will be at Udayar's Walawu, Maha Rambaikulam.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed MARIMUTTU PONNUTHURAI to act as Registrar of Births and Deaths of Koralai pattu north division, and of Marriages (General) of Koralai pattu division, in the Batticaloa District of the Eastern Province, for thirty days from May 5, 1924, during the absence of the Registrar, M. MARIMUTTU, on leave. His office will be at Miravodai; Stations: Valaichenai and Kadiraveli.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed TAMBIMUTTU UDAYAR SIVASAMBU to act as Registrar of Births and Deaths of Koralai pattu south division, and of Marriages (General) of Koralai Pattu division, in the Batticaloa District of the Eastern Province, for two days from May 8, 1924, during the absence of the Registrar, L. PETER, on leave. His office will be at Koralkalimadu; Stations: Santiveli and Murakkodanchenai.

The Assistant Provincial Registrar, Trincomalee, has appointed ELIYATAMBY POOPALAPILLAI to act as Registrar of Marriages (General) of Trincomalee town and gravets division, in the Trincomalee District of the Eastern Province, for seventeen days from May 3, 1924, during the absence of the Registrar, S. VYTHIALINGAM, on leave. His office will be at the Land Registry and Unity Lodge, division No. 5, Trincomalee.

The Assistant Provincial Registrar, Trincomalee, has appointed PATTAKKUDDI KALIKKUDDI to act as Registrar of Births and Deaths of Koddiyar east division, and of Marriages (General) of Koddiyar pattu division, in the Trincomalee District of the Eastern Province, for twenty-eight days from May 9, 1924, during the absence of the Registrar, S. KATIRKAMATTAMPI, on leave. His office will be at Ichchilampattai.

The Assistant Provincial Registrar, Puttalam, has appointed WANASUNDERA MUHANDIRAMALAGE GUNAWARDENA WANASUNDERA to act as Registrar of Marriages (General) of Puttalam pattu and Gravets division, in the Puttalam District of the North-Western Province, for three days from May 5, 1924, during the absence of the Registrar, K. V. SUBRAMANIAM, on leave. His office will be at the Assistant Provincial Registrar's Office, Puttalam.

The Provincial Registrar, Anuradhapura, has appointed CHANDRASEKARA RAJAKARUNA MUDIANSSELAGE KANDAPPURALA to act as Registrar of Births and Deaths of Kunchuttu korale south division, and of Marriages (General) of Hurulu palata division, in the Anuradhapura District of the North-Central Province, for thirty days from May 10, 1924, during the absence of the Registrar, C. R. MALHAMY, on sick leave. His office will be at Delgahawatta in Kebitigollewa.

The Assistant Provincial Registrar, Kegalla, has appointed CHARLES SENANAYAKA to act as Registrar of Marriages (General) of Kegalla town within Local Board limits division, in the Kegalla District of the Province of Sabaragamuwa, for two days from May 9, 1924, during the absence of the Registrar, A. W. ROSA, on leave. His office will be at the Land Registry, Kegalla.

The Assistant Provincial Registrar, Kegalla, has appointed DON IRESS PERERA RAJAPAKSA SENANAYAKA to act as Registrar of Births and Deaths of Kitulgal palata division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for fourteen days from May 11, 1924, during the absence of the Registrar, D. B. PERERA, on leave. His office will be at Ilgotuellewatta in Uragala.

Registrar-General's Office, H. W. CODRINGTON,  
Colombo, May 14, 1924. Registrar-General.

IT is hereby notified that WALTER ALEXANDER UDUGAMA, Ratemahatmaya, Registrar of Marriages (Kandyan and General) of Matale south division, in the District of Matale of the Central Province, will, with effect from June 1, 1924, hold his office at house No. 74, King's street, Matale, instead of at Walawwewatta in Hulan-gomuwa, Matale, as notified in the *Government Gazette* No. 7,082 of February 6, 1920.

Registrar-General's Office, FRED. L. ANTHONISZ,  
Colombo, May 12, 1924. for Registrar-General.

IT is hereby notified that RATNAYAKA MUDIYANSELAGE DINGIRI BANDA, Registrar of Births and Deaths of Medagandahe korale and of Marriages (Kandyan and General) of Dewamedhi hatpattu, in the Kurunegala District of the North-Western Province, will, with effect from May 20, 1924, hold his office at Bogahamulawatta in Magulagama, instead of at Bogahamulawatta in Mamunuwa as notified in *Government Gazette* No. 7,370 of January 18, 1924.

Registrar-General's Office, FRED. L. ANTHONISZ,  
Colombo, May 12, 1924. for Registrar-General.

WITH reference to the notifications published in *Government Gazettes* Nos. 7,380 dated March 7, 1924, and 7,390 of May 2, 1924: It is hereby notified that S. M. APPUHAMY, Registrar of Births and Deaths of Dehiwini-palata east, and of Marriages (Kandyan and General) of the Udukinda division, in the Baddulla District of the Province of Uva, will, with effect from May, 1924, have a station at Ettampitiya town where he will hold office on the 9th and 10th of every month.

Registrar-General's Office, FRED. L. ANTHONISZ,  
Colombo, May 8, 1924. for Registrar-General.

## GOVERNMENT NOTIFICATIONS.

A MEETING of the Legislative Council will be held at the Council Chamber, Colombo, on Thursday, June 12, 1924, at 2.30 P.M.

Colonial Secretary's Office,  
Colombo, May 13, 1924.

By His Excellency's command,  
W. E. HORDAY,  
Clerk to the Council.

THE following rules governing the grant of pensions or gratuities to Road Committee Officers, framed by His Excellency the Governor, with the advice of the Executive Council, under section 9 of Ordinance No. 10 of 1902, are published for general information.

The Notifications dated September 7, 1903; April 28, 1904; January 4, 1911; and August 14, 1912, published in *Gazettes* dated September 11, 1903; May 6, 1904; January 6, 1911; and August 16, 1912, respectively, are hereby cancelled.

Colonial Secretary's Office,  
Colombo, May 12, 1924.

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

*Rules referred to.*

1. The Pension Minutes regarding the Civil Service of Ceylon shall be generally applicable to those officers of the Provincial and District Road Committees of the Island who receive a salary of not less than Rs. 400 a year which shall be the minimum pensionable salary. Provided, however, that the Provincial Road Committee may, with the approval of the Governor, prescribe a lower sum being not less than Rs. 250 a year as the minimum pensionable salary.

2. No pension will be granted to any officer of the Provincial or District Road Committees of the Island without the authority of the Governor, in order to obtain which certificates of service, age, good conduct, and of the ground of retirement must be submitted to the Colonial Secretary. In the case of officers of a District Road Committee, no pension shall be granted without the authority of the Provincial Road Committee.

3. Subject to the provisions of rule 2, all officers of the Provincial and District Road Committees of the Island on the Fixed Establishment drawing an annual salary not less than the minimum pensionable salary shall be entitled to pension as follows:—

“Any officer who shall have served for 120 months or less than 121 months may be granted an annual allowance equal to 180/720ths of the annual salary of his office; 121 months or less than 122 months an annual allowance equal to 181/720ths of such salary; and, in like manner, an addition may be granted of 1/720th for each additional month of service, until the completion of 420 months of service, when the maximum pension of 480/720ths may be granted; and no addition shall be made in respect of any service beyond 420 months.

Any officer retiring on account of illness or age after completing 120 months' gross service but before completing 120 months' service counting for pension, may receive an annuity calculated on 720ths as in the preceding sub-section, but based on the actual number of months counting for service under that sub-section with an addition of 1 month for each complete period of 2 months of such service.”

4. No officer of the Provincial or District Road Committees of the Island will be held to have an absolute right to compensation for past services or to any pension under these rules, and the Provincial Road Committees of the Island will retain power and authority to dismiss any such officer without compensation.

5. No pension shall be granted to any officer of the Provincial or District Road Committees who shall be under fifty-five years of age, unless upon certificate from the Chairman of the Provincial Road Committee and from two medical practitioners that he is incapable, from infirmity of mind or body, to discharge the duties of his situation, nor unless he shall have discharged those duties with diligence and fidelity to the satisfaction of the Chairman.

6. It will be competent to the Provincial Road Committee, with the authority of the Governor, in cases of peculiar and extraordinary merit in respect of duties outside of those for which the officer has received a salary, to grant special and higher rates of pension than those laid down in these rules.

7. The above-mentioned rates are only to be granted in cases of decidedly faithful and meritorious service, but when the testimony as to fidelity, diligence, and merit is in any respect defective, a deduction will be made from the apportioned rates. Where there has been obvious negligence, irregularity, or misconduct, the grant of allowance will be altogether withheld.

8. The claim of an officer to pension will be considered to have commenced from the date of his first permanent appointment to the Fixed Establishment of the District Road Committee or Provincial Road Committee.

9. Every officer on the Provisional and Temporary Establishment will, in the event of transfer to the Fixed Establishment, be entitled to reckon his provisional and temporary service, when it has been continuous, with his subsequent permanent service.

10. The pension or gratuity shall be computed upon the salary drawn by the officer at the time of his retirement in respect of the permanent office or offices then held by him provided that he shall have held such office or offices, or an office or offices to which the same fixed salary or incremental scale of salary is attached for at least three years; otherwise the pension shall be calculated upon the average of the salaries attached to the permanent offices held by such person during the three years next preceding the commencement of such pension. Provided that where an officer retires within three years of his promotion to a higher office, class or grade, he shall have the option of claiming either a pension calculated in manner aforesaid or a pension calculated on the salary he would have been receiving had he not been promoted to the higher office, class, or grade.

11. The pension shall be computed upon the salary of the permanent office held by an officer at the time of his retirement, provided he shall have held such appointment for at least three years, otherwise the pension shall be calculated upon the

average of the salaries attached to the permanent offices held by such person during the three years next preceding the commencement of such pension.

12. In case of suspension or reduction or abolition of office, temporary allowances may be assigned, agreeably to the specified rates, on condition, however, that the parties receiving the same will be liable to be recalled into service, and with the understanding that they are to be re-employed, as opportunity may offer, in preference to new applicants for office.

13. In case of abolition of office, if the officer has completed 120 months' gross service, he may be granted a pension of  $\frac{1}{720}$ th of his salary for each month of his service counting for pension with an addition to such service of one month for each completed period of two months' service, the addition in no case exceeding 120 months.

If the officer has not completed 120 months' gross service he may be granted a gratuity of  $\frac{1}{12}$ th of a months' salary for each month of service counting for pension, plus an addition of 50 per cent thereon.

In no case shall the number of months to be added to the actual service exceed that which, if added to the age of the retiring officer, would make that age up to sixty, except that one year may be added in the case of an officer of sixty or more, unless the officer was quite disqualified for further service.

14. In case of abolition of office, where the actual service of an officer amounts to twenty years and upwards, a period of ten years may be added to his actual service in computing his retiring allowance.

Where the actual service amounts to less than twenty years and not less than fifteen years a period of seven years may be added.

To person who shall have served under fifteen years and not less than ten years, a period of five years may be added.

Where the actual service amounts to less than ten years and not less than five years a gratuity may be granted, calculated at the rate of one month's pay for each year's service, with an additional allowance of three months' pay.

Where the actual service amounts to less than five years a gratuity may be awarded calculated at the rate of one month's pay for each year's service, with one month's pay added.

The number of years to be added to actual service on abolition of office should not be more than that which, if added to the age of the retiring officer, would make that age up to sixty, except that one year may be added in the case of an officer of sixty or more, unless the officer was quite disqualified for further service.

15. In the case of persons who, if they served the time granted by rule 14 for compensation, would be over fifty-five years, and who may retire through abolition of office, the provisions in rule 14 will not be binding on the Provincial Road Committee, but each particular case will be decided according to the view that may be taken after a full consideration of all the circumstances attending it.

16. Should the term of office not warrant the assignment of an annual allowance, a gratuity may be granted at the rate of one-twelfth of a month's salary for each month of service.

17. Should the term of service not warrant the assignment of an annual allowance, a gratuity may be granted at the rate of one month's salary for each year of service. For a fractional part of a year's service *exceeding six months* half a month's salary will be added to the gratuity.

18. If any person being in the receipt of any pension or superannuation allowance from the Provincial Road Committee shall be convicted of any offence in any court of justice in this Island, for which he shall be sentenced to death or any term of imprisonment with hard labour exceeding twelve months, such pension or superannuation allowance shall forthwith determine and cease to be payable, unless such person shall, within three months after his conviction, receive a free pardon or unless the Provincial Road Committee shall otherwise order.

19. Every person hereafter appointed to any office under a District Road Committee or under the Provincial Road Committee, in which a pension is granted on retirement, may be required to retire from the service of such District Road Committee or Provincial Road Committee on or after attaining the age of fifty-five upon the receipt of twelve months' notice to that effect.

20. The above rules shall not apply to officers who at the time of the passing of these rules have been continuously in the service of a District or of the Provincial Committee for a period exceeding fifteen years. The cases of such officers shall be specially considered, and they may be allowed such pension or gratuity as the Provincial Committee may determine and His Excellency the Governor may approve of.

20 A. In exceptional cases the Provincial Committee may, subject to the approval of His Excellency the Governor, allow a gratuity to the widow or orphans of an officer or servant after his death, whether it takes place hereafter or has occurred already, provided that he has not received from the Committee any gratuity in lieu of pension during his lifetime.

21. As a contribution to the pension fund a deduction of two per cent. shall be made from the salary of each officer entitled to pension.

22. All sums so deducted shall be deposited monthly in the Government Savings Bank pending permanent investment or other disposal by the Road Committee.

23. Any employe of a District or Provincial Road Committee drawing an annual salary less than the minimum pensionable salary, on retiring after serving continuously for a period of twenty years and upwards, may be awarded by vote of the Committee a long service allowance not exceeding Rs. 7.50 per mensem.

Those in receipt of daily pay with continuous service of twenty years and upwards retiring in similar circumstances may be awarded gratuities calculated at the rate of  $\frac{1}{36}$  of a month's pay for each completed month's service.

## "THE BIRTHS AND DEATHS REGISTRATION ORDINANCE, 1895."

WHEREAS by Notification dated July 1, 1899, His Excellency the Governor, with the advice of the Executive Council, divided the Western Province of the Island for the purposes of the registration of births and deaths into the divisions specified in Part I. of the schedule to the said Notification :

And whereas it is expedient to amend and alter divisions 18, 19, 55, and 58 of the Revenue District of Colombo :

It is hereby notified that His Excellency the Governor, in exercise of the powers vested in him by section 6 of "The Births and Deaths Registration Ordinance, 1895," as amended by "The Births and Deaths Registration (Amendment) Ordinance, 1900," and with the advice of the Executive Council, has been pleased to amend and alter, with effect from June 1, 1924, the said divisions 18, 19, 55, and 58 of the Revenue District of Colombo, in the first column of the schedule hereto more fully described, in the manner specified in the second column of the said schedule.

By His Excellency's command,

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

CECIL CLEMENTI,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

*Western Province, Colombo District.*

Divisions as defined by Notification  
of July 1, 1899.

18.—*Kottawa in Palle Pattu of  
Hewagam Korale Division.*

Boundaries: North by the villages Koratota, Pore and Walgama; east by the villages Walgama and Homagama; south by the villages Dampe, Talagalla, Kiriwattuduwa, and Magamma; and west by the villages Depanama, Madiwala, and Kotte or the limit of Salpiti korale.

19.—*Ranale in Palle Pattu of  
Hewagam Korale Division.*

Boundaries: North by Kelani-ganga; east by the village Jaltara in Meda pattu; south by the villages Koratota and Hokandara; and west by the villages Battaramulla, Walpola, and Mulleriyawa.

55.—*Udugampola in Dasiya Pattu of  
Alutkuru Korale North Division.*

Boundaries: North by the villages Helakandana, Ganimulla, Pamunuwa, Matamma, and Welhena; east by the villages Doranagoda, Magalegoda, Naiwala, Walpitamulla, Dewalepola, and Gallegedera; south by Attanagalu-oya; and west by Weliya and Yagodamulla.

58.—*Mabodale in Dasiya Pattu of  
Alutkuru Korale North Division.*

Boundaries: North by the villages Alutepola, Hapuwalana, Kelopitimulla, and Barawawila; east by Hapitigam korale; south by Siyane korale west, Wigoda, Marapola, Pedipola, and Udugampola; and west by the villages Goigama, Hendmahara, Helakandana, Bulugahamulla, Pamunuwa, and Wegouwa.

Divisions as defined by this Notification.

18.—*Kottawa in Palle Pattu of  
Hewagam Korale Division.*

Boundaries: North by the villages Gotatuwa, Angoda, Mulleriyawa-Himbutana; east by the villages Talanagama North, Malabe, Pore, Walgama, and Homagama; south by the villages Magamma, Mattegoda, and Siddamulla; and west by the villages Welikada, Kotte, Madiwala, Talapatpitiya, Depanama, Pannipitiya, Erawwala, Pelenwatta and Siddamulla.

19.—*Ranale in Palle Pattu of  
Hewagam Korale Division.*

Boundaries: North by Kelani-ganga; east by the villages Henpita and Galtara; south by the villages Dedigomuwa, Oruwala, Koratota, Hokandara North, and Kalalgoda; and west by the villages Mulleriyawa, Kalapaluwawa, Battaramulla, and Talangama South.

55.—*Udugampola in Dasiya Fattu of  
Alutkuru Korale North Division.*

Boundaries: North by the villages Pathanduwana, Welhena, Matamma, Helakandana, Makalandana, Welikada, Gallegedera, and Balabowa; east by the villages Wigoda, Marapola, and boundary of Siyane korale west; south by the boundary of Alutkuru korale south; and west by the villages Kotugoda, Urukallana, Opata, and Yagodamulla.

58.—*Mabodale in Dasiya Pattu of  
Alutkuru Korale North Division.*

Boundaries: North by the villages Alutepola, Hapuwalana, Kelapitamulla, and Barawawila; east by Hapitigam korale; south by the villages Korasse, Petiyagoda and Goigama; and west by the villages Goigama, Hendmahara, Helakandana, Pamunuwa, Bulugahamulla, Wegouwa and Medemulla.

## "THE LOCAL GOVERNMENT ORDINANCE, NO. 11 OF 1920."

**BY-LAWS** made by the Panadure Urban District Council, under sections 164, 168 (4) (b), (e), 173, and 174 of "The Local Government Ordinance, No. 11 of 1920," approved by the Local Government Board, confirmed by the Governor in Executive Council, and published as required by section 166 (1).

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

By His Excellency's command,

CECIL CLEMENTI,  
Colonial Secretary.

## BY LAWS REFERED TO.

1. Sub-sections (1) and (2) of section 27 of Schedule VIII. of the Ordinance No. 11 of 1920 shall be abrogated, and the following by-laws shall be substituted in lieu thereof, with effect from May 1, 1924 :—

27. (1) Any person arrested under the provisions of these rules shall be taken without delay before the Chairman of the District Council, according to the terms of the warrant, and the Chairman before whom such person shall be brought shall inquire into the charge on which such person was arrested, and upon being satisfied that the party arrested is the person against whom the warrant was issued, and that the offence mentioned in such warrant was committed by such person, shall adjudge him to pay a penalty not exceeding Rs. 10, and if such sum be paid forthwith or within such time as the Chairman may allow, such person shall be released and discharged. In default of payment of such sum, the Chairman shall and is hereby required by warrant substantially in the Form B in the Appendix to these rules to commit such person to prison, there to be detained at hard labour for such period as the Chairman thinks proper, not exceeding one month.

(2) Provided that the Chairman may in his discretion release and discharge such person and exempt him from the performance of labour for life or for such period as the Chairman thinks fit, if he is satisfied that such person is, owing to poverty or bodily or mental infirmity or disease or any other cause, unable to pay a penalty or to perform labour.

2. Rule 18, line 2, delete the word "may" and substitute the word "shall."

3. Rule 18, line 6, insert the word "who" after the word "person."

## "THE LOCAL GOVERNMENT ORDINANCE, NO. 11 OF 1920."

**BY-LAWS** made by the Chilaw Urban District Council, under sections 164, 168 (4) (b), (e), 173, and 174 of "The Local Government Ordinance, No. 11 of 1920," approved by the Local Government Board, confirmed by the Governor in Executive Council, and published as required by section 166 (1).

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

By His Excellency's command,

CECIL CLEMENTI,  
Colonial Secretary.

## BY-LAWS REFERED TO.

1. Sub-sections (1) and (2) of section 27 of Schedule VIII. of the Ordinance No. 11 of 1920 shall be abrogated, and the following by-laws shall be substituted in lieu thereof, with effect from May 1, 1924 :—

27. (1) Any person arrested under the provisions of these rules shall be taken without delay before the Chairman of the District Council, according to the terms of the warrant, and the Chairman before whom such person shall be brought shall inquire into the charge on which such person was arrested, and upon being satisfied that the party arrested is the person against whom the warrant was issued, and that the offence mentioned in such warrant was committed by such person, shall adjudge him to pay a penalty not exceeding Rs. 10, and if such sum be paid forthwith or within such time as the Chairman may allow, such person shall be released and discharged. In default of payment of such sum, the Chairman shall and is hereby required by warrant substantially in the Form B in the Appendix to these rules to commit such person to prison there to be detained at hard labour for such period as the Chairman thinks proper, not exceeding one month.

(2) Provided that the Chairman may in his discretion release and discharge such person and exempt him from the performance of labour for life or for such period as the Chairman thinks fit, if he is satisfied that such person is, owing to poverty or bodily or mental infirmity or disease or any other cause, unable to pay a penalty or to perform labour.

2. Rule 18, line 2, delete the word "may" and substitute the word "shall."

3. Rule 18, line 6, insert the word "who" after the word "person."

## "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

**BY-LAWS** made by the Matale Urban District Council, under sections 164, 168 (4) (b), (e), 173, and 174 of "The Local Government Ordinance, No. 11 of 1920," approved by the Local Government Board, confirmed by the Governor in Executive Council, and published as required by section 166 (1).

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

By His Excellency's command,

CECIL CLEMENTI,  
Colonial Secretary.

## BY-LAWS REFERRED TO.

1. Sub-sections (1) and (2) of section 27 of Schedule VIII. of the Ordinance No. 11 of 1920 shall be abrogated, and the following by-laws shall be substituted in lieu thereof, with effect from May 1, 1924 :—

27. (1) Any person arrested under the provisions of these rules shall be taken without delay before the Chairman of the District Council, according to the terms of the warrant, and the Chairman before whom such person shall be brought shall inquire into the charge on which such person was arrested, and upon being satisfied that the party arrested is the person against whom the warrant was issued, and that the offence mentioned in such warrant was committed by such person, shall adjudge him to pay a penalty not exceeding Rs. 10, and if such sum be paid forthwith or within such time as the Chairman may allow, such person shall be released and discharged. In default of payment of such sum, the Chairman shall and is hereby required by warrant substantially in the Form B in the Appendix to these rules, to commit such person to prison there to be detained at hard labour for such period as the Chairman thinks proper, not exceeding one month.

(2) Provided that the Chairman may in his discretion release and discharge such person and exempt him from the performance of labour for life or for such period as the Chairman thinks fit, if he is satisfied that such person is, owing to poverty or bodily or mental infirmity or disease or any other cause, unable to pay a penalty or to perform labour.

2. Rule 18, line 2, delete the word "may" and substitute the word "shall."

3. Rule 18, line 6, insert the word "who" after the word "person."

## "RUBBER RESTRICTION ORDINANCE, No. 24 OF 1922."

**IT** is hereby notified for general information that His Excellency the Governor in Executive Council has, in exercise of the powers vested in him by section 20 of the "Rubber Restriction Ordinance, No. 24 of 1922," been pleased to make the rule set out in the schedule hereto.

Colonial Secretary's Office,  
Colombo, May 15, 1924.

By His Excellency's command,

CECIL CLEMENTI,  
Colonial Secretary.

## RULE.

All applications made to the Rubber Controller for licenses to export rubber imported into Ceylon shall contain a declaration to be signed by the applicant, that the rubber to be exported consists entirely of imported rubber and was not produced in Ceylon.

## "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

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

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

By His Excellency's command,

CECIL CLEMENTI,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lots situate in the village Kuda Hammillewa, in the Alutkadawat tulana of the Kadawat korale of the Nuwaragam palata of the Anuradhapura District, in the North-Central Province :—

Lot.	Name of Land.	Extent.		
		A.	R.	P.
1 O ..	Kudahammillewakele ..	109	2	3
1 P ..	Do. ..	141	3	3
		251	1	6



## “ THE VILLAGE COMMUNITIES ORDINANCE, 1889.”

IT is hereby notified for general information that (a) His Excellency the Governor has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that the inhabitants of Tibbotupitiya village in Kuda Galboda korale, in Weudawili hatpattu of the District of Kurunegala, North-Western Province, may use the said lots as a pasture reserve for their cattle, in accordance with the rules made by the village Committee, under the provisions of section 6 and 16 of the Ordinance No. 24 of 1889; and (b) that His Excellency the Governor reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 13, 1924.CECIL CLEMENTI,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lots situated at Oggomuwa, in Kuda Galboda korale in Weudawili hatpattu, in the District of Kurunegala, North-Western Province:—

## (1) Lot 1 in preliminary plan 4,980.

Name of land : Polkotuwa.  
Boundaries : North, Gansabhawa road ; east, Ethumalekumbura ; south, Polkotuwa estate ; west, lot 3 in P. P. 4,980.

## (2) Lot 3 in preliminary plan 4,980.

Name of land : Polkotuwa.  
Boundaries : North, Gansabhawa road ; east, Lot 1 in P. P. 4,980 ; south, Polkotuwa estate ; west, Crown land Nikagollehena.

## “ THE COLOMBO MUNICIPAL COUNCIL WATERWORKS ORDINANCE, 1907.”

IT is hereby notified that the Municipal Council of Kandy, under the provisions of section 17 of Ordinance No. 18 of 1907, read together with Ordinance No. 12 of 1918, has with the consent of the Governor in Executive Council revoked the exemption from water-rate, notified by Notification dated September 26, 1923, in *Government Gazette* No. 7,352 of September 28, 1923, of the parts of the divisions numbered 1, 3, 4, and 5 of the Kandy Municipality and defined in the schedule annexed to the said Notification :

It is further notified that the Municipal Council of Kandy has, under the provisions of the said section 17 of the said Ordinance, read together with Ordinance No. 12 of 1918, and with the consent of the Governor in Executive Council exempted the parts of the said divisions numbered 1, 3, 4, and 5 of the Kandy Municipality, in which the general facilities afforded by the water supply are not fully available, and which said parts are defined in the schedule hereto annexed, from the payment of water-rate leviable under the provisions of Ordinance No. 6 of 1910, with effect from 1924.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 13, 1924.CECIL CLEMENTI,  
Colonial Secretary.

## SCHEDULE.

The Municipal area as defined in the Proclamation dated February 19, 1902, appearing in *Government Gazette* No. 5,834 of February 21, 1902, excluding therefrom:—

## (a) The area as defined by the following boundaries:—

North-east and east : A straight line from a point 300 yards to the east of the first milestone on the Katugastota road to the point where the Municipal limits cross the Badulla road, and thence to the bridge on the Hanguranketa road at the head of the lake, thence along the northern boundary of Hermitage estate (title plan 43,322).

South : From the northern boundary of the Hermitage estate to the eastern boundary of the land acquired for a conduit, thence along the eastern boundary of the said conduit to the Hal-oya, thence along the Hal-oya and a portion of the northern boundary of the Richmond Hill estate to the western boundary of the Borawadeniya or the Ambagahakumbura paddy fields, thence along the western boundary of the said fields to the railway bridge over the Meda-ela to the west of the slaughter-house, thence along the Meda-ela to the railway bridge over the Meda-ela at Getambe, and thence along the southern boundary of the railway line to the Mahaweli-ganga.

West : The Mahaweli-ganga to the Getambe ferry.

North : From a point near the Getambe ferry 100 yards north of the Peradeniya road along a line parallel to the said road to a point opposite the junction of the Peradeniya road and the road to Ellagalla, and thence in a straight line to the gap on the Halloluwa road near the boundary of the Primrose Hill estate, and thence to the western redoubt, and thence to the western boundary of the Mahaiyawa cemetery and along the western boundary to a point 300 yards to the west of the 1st milestone on Katugastota road, and thence along a line parallel to and 300 yards from the centre of the said road to the southern bank of the Mahaweli-ganga, and thence along the bank of the Mahaweli-ganga to the east to a point 300 yards to the east of the Katugastota road from its centre, and thence along a line to the east of the said road parallel to it and 300 yards from its centre to the point 300 yards to the east of the 1st milepost in the above road.

(b) The suburbs of Katugastota as defined in the Proclamation dated February 19, 1902.

## "THE OPIUM ORDINANCE No. 5 of 1910."

IT is hereby notified that under section 2 of Ordinance No. 5 of 1910, His Excellency the Governor has been pleased to direct that the following medicinal preparation be added to the schedule to the said Ordinance under Proprietary Patent Medicines:—

Femel's Syrup.

Colonial Secretary's Office,  
Colombo, May 15, 1924.

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

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

HIS Excellency the Governor has been pleased, in terms of rule 3 (xviii.) of Excise Notification No. 85, to nominate Rev. C. H. S. Ward to be a member of the Excise Advisory Committee for the Badulla Local Board area for the remaining period ending September 30, 1924, *vice* Rev. W. H. Noble, resigned.

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

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

## "THE SMALL TOWNS SANITARY ORDINANCE, 1892."

IT is hereby notified that His Excellency the Governor, with the advice of the Executive Council, has been pleased, under section 9B of "The Small Towns Sanitary Ordinance, 1892," to fix a water-rate of 2 per centum on the annual value of all houses, buildings, lands, and tenements within the limits of the town of Teldeniya, Kandy District, with effect from July 1, 1924, and to exempt wholly from the payment of such rate the premises appearing in the schedule hereto.

Colonial Secretary's Office,  
Colombo, May 15, 1924.

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

## SCHEDULE.

Premises bearing numbers:—21, 22, 22A, 23, 23A, 25, 26, 144, 145, 146, 147, 147A, 167, 168, 169, 170, 170A, 171, 172, 173, 174, 174A, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 200A, 200B, 201, 202, 202A, 202B, 203, 204, 204A, 205, 206, 206A, 206B, 206C, 207, 208, 209, 210, 211, 212, 212A, 212B, 212C, 213, 214, 215, 216, 217, 217A, 218, 219, 220, 221, 222, 223, 224, 225, 225A, 225B, 225C, 225D, 225A, 226, 226A, 227, 228, 229, 230, 231, 232, 232A, 233, 234, 234A, 235, 235A, 236, 236A, 237, 237A, 237B, 237C, 237D, 237E, 237F, 238, 238A, 238B, 238C, 239, 239A, 239B, 240, 240A, 241, 241A, 242, 243, 244, 244A, 244B, 245, 246, 247, 248, 249, 250, 251, 252, 252A, 253, 254, 255, 256, 256A, 256B, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 279A, 279B, 279C, 280, 280A, 281, 281A, 282, 282A, 282B, 282C, 282D, 282E, 282F, 282G, 283, 284, 285, 286, 287, 288, 289, 290, 290A, 291, 292, 293, 294, 295, 296, 297, 297A, 298, 300, 300A, 300B, 300C, 301, 301A, 303, 303A, 303B, 303C, 303D, 304, 305, 305A, 305B, 306, 306A, 307, 308, 308A, 308B, 308C, 309, 309A, 310, 310A, 310B, 310C, 310D, 311, 311A, 312, 312A, 313, 313A, 313B, 313C, 313D, 314, 314A, 315, 315A, 316, 317, 318, 319, 320, 321, 322, 323, 324, 326, 326A, 325, 332, 334, 335, 335A, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 347A, 347B, 348, 349, 350, 354, 355, 353, 356, 357, 359, 359A, 360, 360A, 360B, 360C, 361, 362, 362A.

NOTICE is hereby given, in terms of sections 59 and 60 of rules concerning land sales and leases, that an application has been received from the Ceylon Fishing Club, Nuwara Eliya, for the lease to the Club, without competition, of the under-mentioned lots situated within the Board of Improvement limits of Nuwara Eliya, Nuwara Eliya District, Central Province, and described as lots 1 and 2 in preliminary plan 7,630:—

No. of Lot.	Extent. A. R. P.	Name of Applicant.	Nature of Disposal.
1	0 3 31.7	The Ceylon Fishing Club	For lease
2	0 0 4.2	do.	do.

It is proposed to lease the above-mentioned lots of land to the said Club for a period of 30 years at an annual rental of Rs. 10 for the purpose of constructing a stew pond, unless within six weeks from the date hereof valid reasons to the contrary are adduced in writing.

Colonial Secretary's Office,  
Colombo, May 15, 1924.

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

## "THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897."

**R**EGULATIONS defining the conditions under which imported rice may be stored or kept within the Local Board limits of Nawalapitiya, made by His Excellency the Governor, with the advice of the Executive Council under the provisions of sections 4 and 5 of the above-named Ordinance, and published under section 13 of the said Ordinance.

Colonial Secretary's Office,  
Colombo, May 16, 1924.

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

## REGULATIONS.

1. Any person desirous of storing or keeping more than  $2\frac{1}{2}$  bushels and less than 25 bushels of imported rice in any place within the Local Board limits of Nawalapitiya must keep the same in a rat-proof bin approved by the Chairman of the Local Board.

2. Any person desirous of storing or keeping or having in his possession at any time or in any place within the limits of the Local Board of Nawalapitiya imported rice in excess of 25 bushels shall keep the same in a rat-proof building approved by the Chairman of the Local Board to whom plans of the building must first be submitted for approval.

**I**N 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. R. M. Davies	Officer in Class III. of the Civil Service	Deputy Rubber Controller

Colonial Secretary's Office,  
Colombo, May 12, 1924.

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

**I**N 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 1129, 1129, 1129 $\frac{1}{2}$ , 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 1129, 1129, 1129, and 1129 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, Polgaspitiyalandanda 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."

**R**ULE 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."

**R**ULE 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.

## "THE STAMP ORDINANCE, 1909."

**I**T 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."

**I**T 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."

**I**T 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.

## NOTICES CALLING FOR TENDERS.

**TENDERS** are hereby invited for the supply of 205 round "Na" posts 30 feet long, and other sizes to dimensions shown in the sketch below:—

2. The posts should be straight and free from cracks and other imperfections and the lower section adzed to dimensions shown

3. After the posts have been inspected and passed by the Electrical Engineer, they are to be delivered loaded into trucks at any Railway Station.

4. The posts may be delivered in lots of not less than 40 at a time, and all the 205 posts should be delivered within four months of the date of signing the contract.

5. All tenders must be in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Director of Public Works, Colombo and the duplicate addressed to the Electrical Engineer, Public Works Department, Colombo.

6. Tenders must be marked "Tender for the Supply of 205 'Na' Posts," on the left hand top corner of the envelope, and should reach the offices of the foregoing officers on or before 12 noon on June 25, 1924.

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

8. The successful tenderer on receiving notice in writing that his tender has been accepted will be required to enter into an agreement for the supply of the "Na" posts within the above stated period.

9. For the due and faithful performance of the agreement a deposit of Rs. 250 will be required to be made at the Ceylon Savings Bank in the name of the Hon. the Colonial Treasurer, and the Bank Book produced for the same before the agreement is entered into.

10. Further information may be obtained on application at the Office of the Electrical Engineer, Public Works Department, Colombo.

11. 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 Director of Public Works, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

12. Government does not bind itself to accept the lowest or any tender, nor to give the order for the supply of all the posts to any one contractor.

Public Works Office, E. W. BARTHOLOMEW,  
Colombo, May 12, 1924. for Director of Public Works.

**TENDERS** are hereby invited for the supply of the publications shown in schedules A and B, to be delivered at the Railway Stores as may be required for the use of the Railway Department from the date of acceptance of tender to September 30, 1925.

2. Each tenderer should specify the amount for which he is prepared to undertake the entire production of those publications quoting separately in respect of any reprints that may be necessary and the period required for delivery. All materials and labour are to be supplied by the tenderer. Specimens of the current issue may be inspected at the Office of the Railway Storekeeper. Tenderers must forward in sealed packets samples of the paper they propose to use and also a specimen page showing the type they propose to use for the printing.

3. 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.

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

5. Tenders must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract. The documents must be sealed under one cover marked "Tender for Printing, Railway Department," in the left hand top corner of the envelope, and should reach the Controller of Revenue not later than midday on Tuesday, June 10, 1924.

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

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

8. Applications from outside Ceylon accompanied by a draft on a Colombo Bank in favour of the Hon. the Treasurer of Ceylon will be considered on intimation being received from the Bank that such a draft has been placed to the credit of the Government.

9. The amount of security required will be Rs. 1,000 in cash. All other necessary information can be ascertained upon application at the office referred to in section 6.

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

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

12. Any offers received containing conditions not mentioned in the specifications will be rejected without question.

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

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

15. 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.

16. Applicants must satisfy the General Manager that they are in a position to execute the contract in a satisfactory manner, documentary or other evidence being produced for the purpose if called for, and in the case of tenderers who are not resident in the Colony, by a duly constituted agent specially empowered in that behalf.

17. Tenders from tenderers not resident in the Colony will not receive consideration, unless submitted by a duly constituted agent resident in the Colony specially empowered to tender for the same, and to execute a valid contract in that behalf and to fulfil all the terms of the contract.

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

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

20. 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 General Manager, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

21. All tenders for imported articles will be accepted only on the condition that the tenderer shall give the Government the benefit of any decrease in the Customs Duties made after the signing of the tender and up to the expiry of the contract entered into hereafter, and the Government likewise undertakes to pay over and above the tendered rate such sum as shall adequately compensate the tenderer for any increase in the Customs Duties during the period aforesaid.

General Manager's Office,  
Colombo, May 12, 1924.

T. E. DUTTON,  
General Manager.

## SCHEDULE A.

*Posting Bills, Handbills, Circulars, Pamphlets, Minutes, Notices, Lists, et cetera, printed in black ink on Standard Paper F. and N.*

Description.		Rate per Page for						
		100	500	1,000	2,000	3,000	4,000	5,000
Royal octavo ..	F							
Demy, printed one side ..	N							
Demy folio	{ printed one side .. { printed both sides ..	F						
		N						
Demy quarto	{ printed one side .. { printed both sides ..	F						
		N						
Demy octavo	{ printed one side .. { printed both sides ..	F						
		N						
Foolscap, printed— One side ..	F							
Foolscap folio	{ printed one side .. { printed both sides ..	F						
		N						
Foolscap quarto	{ printed one side .. { printed both sides ..	F						
		N						
Foolscap octavo	{ printed one side .. { printed both sides ..	F						
		N						

## SCHEDULE B.

*Time Tables, Instruction Books, etc., Varying Matter.*

Pattern Number.	Description.	Paper.	Size.	Possible Number printed at each Issue.	Per Page.
1	Weekly Notice ..	M	10 in. by 6½ in.	2,000	
2	Working Time Tables ..	I	10 in. by 6 in.	3,000	
3	Appendix to Working Time Tables ..	I	10 in. by 6 in.	5,000	
4	Pocket Time Tables ..	N	7½ in. by 4½ in.	10,000	
5	Sheet Time Tables ..	N	39 in. by 28 in.	10,000	
6	Rules and Regulations ..	O	9½ in. by 6 in.	5,000	
7	Railway Code Book ..	O	9½ in. by 6 in.	1,000	
8	Fares and Rates ..	P	9½ in. by 7½ in.	2,500	
9	Regulations re stores and materials for the Way and Works Department ..	O	9½ in. by 6 in.	500	
10	Accounts Instruction Book ..	O	9½ in. by 6 in.	4,000	
11	Telegraph Code Book ..	O	7½ in. by 5 in.	1,000	



**TENDERS** are hereby invited for unloading and stacking firewood at Badulla on Week Days and Sundays from October 1, 1924, to September 30, 1925:—

2. Not less than 100 cubic yards per hour are to be unloaded and stacked.
3. Loaded firewood wagons when detached at out-stations should be unloaded and the wood re-stacked within 4 hours' time after arrival at their destination.
4. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Controller of Revenue, Colombo.
5. Tenders should be deposited in the Office of the Controller of Revenue, or be sent through the post.
6. Tenders should be marked "Tender for Loading, Unloading, and Stacking Firewood" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue, Colombo, not later than midday on Tuesday, May 27, 1924.
7. The tenders are to be made upon forms which will be supplied upon application at the Office of the General Manager of the Railway, and no tender will be considered unless it is on the recognized form.
8. A deposit of Rs. 20 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Colombo Bank, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.
9. The amount of security required will be Rs. 50 in each. All other necessary information can be ascertained upon application at the office referred to in section 7.
10. The security should be furnished within ten days of acceptance of tender being notified.
11. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders may be treated as informal and rejected.
12. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offer received containing conditions outside the specification will be rejected without question.
13. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender.
14. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence if called for.
15. Contracts may not be assigned or sublet without the authority of the General Manager.
16. A Government contractor must not issue a power of attorney to a person whose name is in the defaulting contractors' list authorizing him to carry on the contract.
17. 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 General Manager, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

General Manager's Office,  
Colombo, May 3, 1924.

T. E. DUTTON,  
General Manager.

4. The supply is required at any point on the railway north of Battulu-oya between that place and Puttalam Station.

5. The ballast must be delivered and stacked on railway land within 30 ft. of the railway line, and level with the railway to facilitate loading.

6. The ballast is to be stacked in separate cubes permitting of easy measurement.

7. 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.

8. Tenders should be marked "Tender for the Supply of Screened Cabook Gravel Ballast" 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, May 27, 1924.

9. Tenders are to be made upon forms which will be supplied upon application to the Chief Construction Engineer, and no tender will be considered unless it is on the recognized form.

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

11. A deposit of Rs. 100 will be required to be made either at the 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, within ten days of receiving notice from the Chief Construction Engineer, 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.

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

13. Further information regarding the terms of the contract and any other information can be obtained on application to the Chief Construction Engineer.

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

15. 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 Chief Construction Engineer, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

17. 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.

18. The work is to be completed by September 30, 1924.

19. 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.

M. C. BOWEN,  
Railway Extension Office, Chief Construction Engineer,  
Colombo, May 13, 1924. Railway Extensions.

**TENDERS** are invited for the supply of 3,000 cubes (more or less) of screened cabook gravel ballast for the Puttalam Railway Extension.

2. The ballast must be well screened and consist of clean hard nodules free from earth, mud, or other dirt.

3. Samples must be supplied to the Office of the Chief Construction Engineer and tenders offered without such samples being submitted will not be considered.

**TENDERS** are hereby invited for the services named in the schedule hereunder for the period of one or two or three years commencing from October 1, 1924.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Principal Civil Medical Officer, Colombo.

3. Tenders should either be deposited in the tender box in the Office of the Principal Civil Medical Officer, or be sent through the post.

4. Tenders should be marked "Tender for the transport of Stores from \_\_\_\_\_" in the left hand top corner of the envelope, and should reach the Office of the Principal Civil Medical Officer not later than midday on June 5, 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 contractors 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. 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 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.

8. 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.

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

10. 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 one, two, or three years.

11. 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.

12. 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 10, 1924.

SCHEDULE REFERRED TO.

Services.	Amount of Tender Deposit. Rs.	Amount of Security. Rs.
Transport of stores from—		
(1) Aranayaka ..	50	100
(2) Anuradhapura ..	50	100
(3) Matale ..	50	100

TENDERS are hereby invited for the service named in the schedule hereunder for the period of one or two or three years commencing from October 1, 1924.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Hon. the Controller of Revenue.

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 transport of Stores from Civil Medical Stores, Colombo." in the left hand top corner of the envelope, and should reach the Office of the Hon. the Controller of Revenue not later than midday on June 5, 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 contractors 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. 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 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.

8. 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.

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

10. 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 one, two, or three years.

11. 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.

12. 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 10, 1924.

SCHEDULE REFERRED TO.

Services.	Amount of Tender Deposit. Rs.	Amount of Security. Rs.
Transport of stores from the Civil Medical Stores, Colombo ..	50	100

**TENDERS** are hereby invited for the service named in the schedule hereunder for the period of one or two or three years commencing from October 1, 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 Purchase of Coconut, Leper Asylum, Hendala," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 5, 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 contractors 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. 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.

8. 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.

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

10. 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 one, two, or three years.

11. 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.

12. 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 10, 1924.

*Schedule referred to.*

Service.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Purchase of coconuts, Leper Asylum, Hendala	50	100

**TENDERS** are hereby invited for the service named in the schedule hereunder for the period of one or two or three years commencing from October 1, 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 \_\_\_\_\_" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 5, 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 contractors 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. 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 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.

8. 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.

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

10. 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 one, two, or three years.

11. 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.

12. 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 10, 1924.

*Schedule referred to.*

Service.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Supply of calves on hire for vaccination to the Government Vaccine Establishment at Kanatta	150	300

**TENDERS** are hereby invited for the services named in the schedule hereunder for the period of one or two or three years commencing from October 1, 1924.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Principal Civil Medical Officer Colombo.

3. Tenders should either be deposited in the tender box in the Office of the Principal Civil Medical Officer, or be sent through the post.

4. Tenders should be marked "Tender for the ———" in the left hand top corner of the envelope, and should reach the Office of the Principal Civil Medical Officer not later than midday on June 5 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 contractors 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. 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 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.

8. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Principal Civil Medical Officer. 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.

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

10. 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 one, two, or three years.

11. 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.

12. 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 10, 1924.

*Schedule referred to.*

Services.	Amount of Tender Deposit. Rs.	Amount of Security. Rs.
Supply of ice and aerated waters to Medical Institutions in Colombo	50	100

**TENDERS** are hereby invited for the work of thatching the roof of the Officers' quarters and Patrols' huts in the Southern Salt Depôt, Puttalam.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words "Tender for thatching the roofs of the Officers' Quarters and Patrols' Huts in the Southern Salt Depôt, Puttalam," and it should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 1 P.M. on May 29, 1924.

3. A duplicate of the tender should also be sent under a sealed cover to the Hon. the Controller of Revenue, Colombo, so that he may receive it before the same hour.

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

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

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

7. The work should be completed within six weeks after the contract was entered into.

8. Further particulars may be obtained from the Salt Superintendent, Puttalam.

*Description of the Work to be done.*

The roofs to be rethatched with new cadjans and pootus to be placed on the top of the roofs to serve as weights.

Puttalam Kachcheri, E. R. SUDBURY,  
May 9, 1924. for Assistant Government Agent.

**TENDERS** are hereby invited for the exclusive privilege of selling arrack for a period of 4 months from June 1, 1924, to September 30, 1924, in the tavern mentioned below, subject to the Arrack Rent Sale Conditions published in the *Government Gazette* No. 7,334 of June 15, 1923.

2. Tenders which must be in sealed envelopes, superscribed "Tenders for Rent of Arrack Tavern No. 3, Welapura Kalutara," should be addressed to the Assistant Government Agent, Kalutara, and should reach the Kalutara Kachcheri not later than 10 A.M. on Friday, May 23, 1924. The tenderers must be present at the Kachcheri at the time.

3. The Assistant Government Agent shall have power in his discretion to refuse to accept any tender, subject to which power the highest tenderer shall be the grantee of the rent, and shall conform to and perform all the conditions under which the privilege is sold. If two or more tenders are equal or if there are no satisfactory tenders, the Assistant Government Agent, may forthwith put up the rents for sale by public auction.

4. The rent will subject to condition 3 above, be sold to the person who offers the highest price (exclusive of duty and cost price) for every gallon of arrack removed from the Warehouse for sale in the tavern. Separate prices should be quoted as rent (a) for arrack in bulk and (b) for arrack in sealed bottles.

5. Arrack shall be purchased from the Warehouse established by Government at Kalutara. The duty and cost price to be paid per gallon at 32° u. p. at the Warehouse are—

	Duty. Rs. c.	Cost Price. Rs. c.
Toddy arrack..	4 50	2 50

6. The tavern shall open and close as follows:—

Open 8 A.M. Close 3 P.M.

7. Further particulars can be obtained on application at the Kalutara Kachcheri.

The Kachcheri, H. A. BURDEN,  
Kalutara, May 12, 1924. Assistant Government Agent.

*Arrack Tavern referred to.*

No. 3, Welapura Kalutara.

**TENDERS** are hereby invited for the service named in the schedule hereunder for the period of one or two or three years commencing from October 1, 1924.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Principal Civil Medical Officer, Colombo.

3. Tenders should either be deposited in the tender box in the Office of the Principal Civil Medical Officer, or be sent through the post.

4. Tenders should be marked "Tender for the \_\_\_\_\_" in the left hand top corner of the envelope, and should reach the Office of the Principal Civil Medical Officer not later than midday on June 5, 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 contractors 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. 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 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.

8. Contractors may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Principal Civil Medical Officer. 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.

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

10. 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 one, two, or three years.

11. 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.

12. 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  
Colombo, May 10, 1924. Inspector-General of Hospitals.

*Schedule referred to.*

Service.	Amount of	Amount of
	Tender Deposit.	Security.
	Rs.	Rs.
(2) Conveyance of soiled linen from Hospitals in Colombo to Welidada Jail	50	100

**TENDERS** are hereby invited for the service named in the schedule hereunder for the period of one or two or three years, commencing from October 1, 1924.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Principal Civil Medical Officer, Colombo.

3. Tenders should either be deposited in the tender box in the Office of the Principal Civil Medical Officer or be sent through the post.

4. Tenders should be marked "Tender for Rattaning Furniture," in the left hand top corner of the envelope, and should reach the Office of the Principal Civil Medical Officer not later than midday on June 5, 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, 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 contractors 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. 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 be transferred to security account.

8. 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.

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

10. 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 one, two, or three years.

11. 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.

12. 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  
Colombo, May 10, 1924. Inspector-General of Hospitals.

SCHEDULE REFERRED TO.

Service.	Tender	Security.
	Deposit.	Rs.
	Rs.	Rs.
Rattaning furniture of Medical Institutions in Colombo	25	50

### SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction at the Police Headquarters, Maradana, on the 23rd instant at 3.30 P.M.

- 400 pairs boots, Constables.
- 3 pairs boots English leather.
- 1 pair breeches blue serge.
- 4 pairs breeches khaki, riding.
- 60 overcoats.
- 3 shirts khaki.
- 40 pairs socks.
- 500 tunics, serge Constables.
- 500 pairs trousers serge Constables.
- 20 tunics khaki.
- 25 pairs trousers khaki.
- 1 pair trousers thin serge.
- 1½ cwt. hoop iron.
- 4 banians flannel.

Police Headquarters, Colombo, May 12, 1924. E. F. L. WRIGHT,  
for Inspector-General of Police.

A SALE of unserviceable articles, including single-headed empty oil barrels, empty iron oil drums, empty paint kegs, and old motor car tyres, &c., will be held by public auction at the Railway Stores, Maradana, on Wednesday, May 28, 1924, at 2.30 P.M.

General Manager's Office, Colombo, May 12, 1924. T. E. DUTTON,  
General Manager.

NOTICE is hereby given that the following unserviceable articles of the Kachcheri Police Store, will be sold by public auction at the Kachcheri premises on Friday, June 6, 1924, at 10.30 A.M.

2 clocks. W. C. C. KING,  
Superintendent of Police, W. P.

### VITAL STATISTICS.

#### Registrar-General's Health Report of the City of Colombo for the Week ended May 10, 1924.

*Births.*—The total births registered in the city of Colombo in the week were 138 (7 Burghers, 85 Sinhalese, 19 Tamils, 17 Moors, 6 Malays, and 4 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1924, viz., 251,824) was 28·7, as against 25·7 in the preceding week, 29·3 in the corresponding week of last year, and 28·3 the weekly average for last year.

*Deaths.*—The total deaths registered were 104 (5 Burghers, 59 Sinhalese, 20 Tamils, 14 Moors, 4 Malays, and 2 Others). The death-rate per 1,000 per annum was 21·6, as against 28·7 in the previous week, 31·0 in the corresponding week of last year, and 35·6 the weekly average for last year.

*Infantile Deaths.*—Of the 104 total deaths, 18 were of infants under one year of age, as against 30 in the preceding week, 27 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 12.

1. (a) *Principal Causes of Death.*—Thirteen deaths from *Pneumonia* were registered, 10 in Maradana hospitals (including 4 deaths of non-residents), and 1 each in San Sebastain, Maradana South, and Wellawatta North, same as in the previous week, and against 24 the weekly average for last year.

(b) Five deaths from *Influenza* were registered, 2 in New Bazaar, and 1 each in San Sebastian, Kotahena South, and Wellawatta North, as against 4 in the previous week and 6 the weekly average for last year.

(c) Five deaths from *Bronchitis* were registered, 1 each in St. Paul's, San Sebastian, Kotahena North, New Bazaar, and Slave Island, as against 3 in the previous week and 4 the weekly average for last year.

2. Nine deaths from *Phthisis* were registered, 5 in Maradana hospitals (including 4 deaths of non-residents), 2 in Kollupitiya, and 1 each in St. Paul's and Kotahena South, as against 16 in the previous week and 15 the weekly average for last year.

3. Six deaths from *Enteric Fever* were registered, 2 in Wellawatta North, and 1 each in Pettah, San Sebastian, Maradana hospitals (of a non-resident), and Maradana North, as against 5 in the previous week and 5 the weekly average for last year.

4. Two deaths from *Plague* were registered, 1 each in San Sebastian and Maradana North, as against 3 in the previous week and 4 the weekly average for last year.

5. Eight deaths were registered from *Debility*, 6 from *Infantile Convulsions*, 5 from *Diarrhoea*, 2 each from *Enteritis* and *Puerperal Septicæmia*, 1 each from *Dysentery* and *Worms*, and 39 from *Other Causes*.

6. Nineteen cases of *Measles*, 12 of *Enteric Fever*, 6 of *Plague*, and 4 of *Chickenpox* were reported during the week, as against 32, 4, 2, and 12, respectively, of the preceding week.

*State of the Weather.*—The mean temperature of air was 82·2°, against 83·5° in the preceding week and 81·5° in the corresponding week of the previous year. The mean atmospheric pressure was 29·768 in., against 29·788 in. in the preceding week and 29·853 in. in the corresponding week of the previous year. The total rainfall in the week was 2·51 in., against 0·28 in. in the preceding week and nil in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, May 13, 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, and 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 (NEILGERRY 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.

"Capita" 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 purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees One hundred thousand (Rs. 100,000).

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.

[Third 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 to the right 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 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, 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 900 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 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 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 S. awlonds 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 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 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.

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

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

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

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

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

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

45. (a) *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 or 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 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 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 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 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 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 days and dates hereinafter mentioned.

D. C. WILSON.

W. H. MILES.

ROY WILLIAMS.

TOM VILLIERS.

JAMES J. PARK.

LESLIE W. F. DE SARAM.

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 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.

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

1. THE name of the Company is "THE UVA KETAWELLA TEA COMPANY, LIMITED."
2. The registered-office of the Company is to be established in Colombo.
3. The object for which the Company is to be established are—
  - (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 shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable, or immovable, of any kind, and any contracts, rights, easements, patents, licenses, or privileges, in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
  - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
  - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactures, erections, buildings, 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 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. PARFETT, 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 produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but only if at all, upon the transferee.

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

#### TRANSMISSION OF SHARES.

35. The executors, or administrators, or the heirs of a deceased 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 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, 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.

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 aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

H. F. PARFITT.

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.

[*Secord Publication.*]

## Ceylon Coconut Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at the registered office, Lloyds building, No. 7A Prince's Street, Fort Colombo, on Friday, May 30, 1924, at 11.30 in the forenoon, for the purpose of confirming as a special resolution the subjoined resolution which was duly passed by the requisite majority at the Extraordinary General Meeting of the Company held on May 8, 1924.

"That Article No. 77 of the Company's Articles of Association be deleted and in lieu thereof the following article be inserted:—

"77. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him up to ten, and an additional vote for every ten shares beyond the first ten."

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

Colombo, May 16, 1924.

## The Nawalapitiya Buildings Syndicate, Limited.

NOTICE is hereby given that the Fifth Annual General Meeting of the Shareholders of this Company will be held at 11.30 A.M. on Friday, May 23, 1924, at the registered office of the Company, Gasworks Street, Pettah, Colombo.

*Business.*

1. To receive the report of the Directors and accounts to December 31, 1923.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. To transact any other business that may be duly brought before the Meeting.

(The Transfer Book of the Company will be closed from May 20 to 27, both days inclusive.)

By order of the Directors,  
BOUSTEAD BROS.,  
Agents and Secretaries.

May 10, 1924.

**The North-Western Rubber Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the North-Western Rubber Company, Limited, will be held at the registered office of the Company, Chatham street, Fort, Colombo, on May 29, 1924, at 3 P.M., when the subjoined resolution will be proposed.

"That each of the existing Rs. 100 shares be divided into 10 fully paid-up Rs. 10 shares."

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

By order of the Directors,  
BOSANQUET & Co., LTD.,  
Colombo, May 14, 1924. Agents and Secretaries.

**The Kirklees Estate Company, Limited.***First Meeting.*

NOTICE is hereby given that an Extraordinary General Meeting of the Kirklees Estate Company, Limited, will be held at the Company's registered office, No. 14, Queen street, Fort, Colombo, on Friday, May 23, 1924, at noon for the purpose of considering, and if thought fit, passing the following resolutions:—

*Resolution.*

That the Articles of Association be altered in manner following:—

1. The following Articles shall be substituted for Article 78, namely:—

"78. (a) Previously to the Directors recommending any dividend, they may set aside out of the profits of the Company, such a sum as they think proper as a reserve fund, and shall invest the same in such securities as they shall think fit, or place the same on fixed deposit in any bank or banks.

78. (b) The Directors may from time to time apply such portion as they think fit of the reserve fund to meet contingencies, or for equalizing dividends, or for working the business of the Company, or for repairing, or maintaining or extending the factories, buildings, and premises, or for the repair or renewal or extension of the property, machinery, or plant connected with the business of the Company, or any part thereof, or for any other purposes of the Company which they from time to time deem expedient.

78. (c) 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."

2. That Articles 24 (a), (b), (c), (d), and (e) and 25 be deleted and in lieu thereof that the following Article be substituted, namely:—

"24. (a) *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.

24. (b) *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.

24. (c) *How carried into Effect.*—Subject to the provisions of Article 78 (c) hereof and to any direction to the contrary that may be given by the Meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares, to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such a manner as the Directors may determine. Provided that the Director 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, or by way of remuneration 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.

24. (d) *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."

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

By order of the Board,  
14, Queen street, Fort, GEORGE STEUART & Co.,  
Colombo, May 13, 1924. Agents and Secretaries.

**The Templestowe Estate Company of Ceylon, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Templestowe Estate Co. of Ceylon, Ltd. will be held at the registered office of the Company, No. 6, Prince street, Colombo, on May 31, 1924, at 12 noon when the subjoined resolution, which was passed at the Extraordinary General Meeting of the Company held on May 14, 1924, will be submitted for confirmation as a special resolution:—

That the Articles of Association be altered by substituting the following article for article 105, namely:—

"The seal of the Company shall not be affixed to any instrument except in the presence of two or more 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."

By order of the Board,  
No. 6, Prince street, J. M. ROBERTSON & Co.,  
Colombo, May 13, 1924. Secretaries.

**Auction Sale.**

In the District Court of Colombo.

UNDER decree entered and by virtue of commission issued to me in case No. 11,726 of the District Court of Colombo, I shall sell by public auction on Monday, June 9, 1924, at 11 P.M. at No. 5, Hulsdorp:—An undivided ½ share from and out of all that and those the estate, plantation, and premises called "Palachola" comprising the following allotments of land which adjoin each other and form one property: (1) All that allotment of land called Maiyadi, situated in the village Tettapola in Akkarai pattu,



in the District of Puttalam, North-Western Province; containing in extent 100 acres; (2) all that portion of land (being the southern portion of the land described in Government title plan No. 10,675), situated in the village Tettapola and marked letter A in the said title plan: and containing in extent 22 acres.

131, Hulftsdorp.

C. P. AMERASINGHE,  
Auctioneer and Broker.

#### Auction Sale under Mortgage Decree.

UNDER and by virtue of the commission issued to me in case No. 9,584 of the District Court of Colombo, I shall sell by public auction on Saturday, June 7, 1924, at 3 P.M. at the spot:

All that house and ground bearing assessment No. 50, Elie House road, with the buildings thereon, situated at Alutnawatta in Mutwal, Colombo; containing in extent about  $\frac{1}{2}$  of an acre more or less.

For further particulars apply to Messrs. Saffrukalsinghe & Joseph, Proctors and Notaries, Hulftsdorp, Colombo, or to me:

H. D. JOHN PERIS,  
Auctioneer and Broker.

No. 8, Hulftsdorp street, Colombo.

#### Auction Sale.

A Valuable Property at Welikada, under Primary Mortgaged Decree in case No. 9,220 of the D. C. Colombo, at the risk of the defaulting Purchaser and his Surties.

I SHALL sell by public auction on Saturday, June 7, 1924, at 4.30 P.M. at the spot: All that divided three-fourth parts of portions of the land called Delgahawatta marked letter A, with the buildings and plantations thereon, bearing assessment No. 33, situated at Welikada in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; containing in extent 34  $\frac{62}{100}$  perches.

Under commission re-issued to me in the above case.

For further particulars apply to Messrs. Julius & Creasy, Proctors and Notaries, Colombo, or to me:

No. 115, Hulftsdorp.

A. V. PERERA,  
Auctioneer and Broker.

#### Auction Sale.

Valuable Land at Potupitiya, known as Moodillagahawatta.

UNDER instructions received from the executor in the testamentary case No. 1,463, D. C. Kalutara, and with leave of court, I shall sell by public auction on Saturday, May 24, 1924, at 3 P.M. at the spot:

The lots Nos. 1 and 2 appearing in plan No. 2,706 dated June 17, 1913, with the soil, buildings, and plantations of the land called Moodillagahawatta, situated at Potupitiya in the Kalutara District; containing in extent 2 acres 1 rood and 29  $\frac{2}{10}$  perches.

For further particulars apply to Cyril de Zoysa, Esq., Proctor, Supreme Court, Kalutara, or—

Kalutara.

G. ABEYESINHE,  
Auctioneer.

#### Auction Sale under Partition Decree.

BY virtue of the commission issued to me in case No. 9,992, D. C. Kalutara, I shall sell by public auction at the spot on Friday, July 12, next, at 2.30 P.M., the land called Tarigahawatta alias Chugewatta, situated at Desestra Kalutara, in Kalutara, in Kalutara District; and containing in extent 1 rood and 24  $\frac{1}{2}$  perches. The land will be first put up for sale among the co-owners at the upset price, and if not purchased by any of them, the same will immediately thereafter be put up for sale to the highest bidder among the public.

For further particulars apply to—

H. O. SCHARENQUIVEL,  
Commissioner,  
or C. E. A. PERERA,  
Proctor and Notary.

Kalutara.

#### Auction Sale under Primary Mortgage.

UNDER and by virtue of the order to sell issued to me in case No. 11,098, D. C., Kalutara, I shall sell by public auction on Saturday, June 7, 1924, at the respective spots, commencing at 9.15 A.M., the following property, to wit:

1. Undivided  $\frac{2}{7}$  shares of the remaining soil and of all the trees and plantations and of the tiled house standing on the southern  $\frac{3}{4}$  portion of the land called Bulugahawatta (exclusive of the Government high road that passes through the land), situated at Molligoda in Waddubadda of Panadura totamune, in the District of Kalutara, Western Province; containing in extent 1 rood and 13 perches.

2. Undivided  $\frac{3}{70}$  shares of the soil and of all the trees and plantations standing on another portion of Bulugahawatta, situated at Molligoda aforesaid; containing in extent 2 roods.

3. Undivided  $\frac{2}{7}$  shares of the soil and of all the trees and plantations standing thereon of a portion of the land called Kahatagahawatta, situated at Molligoda aforesaid; containing in extent about 1 rood.

4. Undivided  $\frac{2}{7}$  shares of the soil and of all the trees and plantations standing thereon of another portion of the land called Kahatagahawatta, situated at Molligoda aforesaid; containing in extent 20 perches.

5. Undivided  $\frac{6}{35}$  shares of the soil and an undivided  $\frac{2}{7}$  shares of the trees and plantations standing thereon of another portion of the land called Kahatagahawatta, situated at Molligoda aforesaid; containing in extent 2 roods.

6. Undivided  $\frac{13}{210}$  shares of the soil and of all the trees and plantations standing thereon of the land called Kahatagahawatta, situated at Molligoda aforesaid; containing in extent about 5 acres.

7. Undivided  $\frac{37}{112}$  shares of the soil and of all the remaining trees and plantations (excluding the planter's  $\frac{1}{4}$  share of the trees of the 2nd plantation), together with the entire tiled tavern house and the Kadage built by the defendant standing thereon of a portion of Moonamalgahawatta, situated at Molligoda aforesaid; containing in extent 1 acre and 13 perches.

8. Undivided  $\frac{9}{224}$  shares of the soil and of all the trees and plantations standing thereon of another portion of Moonamalgahawatta, situated at Molligoda aforesaid; containing in extent 2 acres.

For further particulars please apply to me:

Moratuwa.

LIONEL J. J. PEIRIS,  
Auctioneer and Broker.

#### Auction Sale.

Valuable Properties at Katuwellegama, Mulyaya, Dinatawita in Kadawala and Dagonna, in the District of Negombo, including several fertile and regularly cultivated Fields, Blocks of Lands fully planted with Coconut trees in bearing, and a Splendid Coconut Estate of 67 acres and 33 perches in extent.

UNDER decree entered in case No. 16,390, D. C., Negombo, in favour of the plaintiff, Segia Kania Runa Awanna, Ana Runa Supperamaniam Chetty of Negombo, against the defendants (1) Richard Senarath Dassanaikie and wife (2) Padmawathie Senarath Dassanaikie, both of Katuwellegama, and (3) Edward Senarath Dassanaikie of Ratnapura, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 42,873, with interest thereon at the rate of 15 per cent. per annum from November 5, 1923, to January 31, 1924, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, and costs of suit, from the above-named 1st and 2nd defendants, we shall sell the under-mentioned properties mortgaged by bond No. 2,059 dated March 29, 1923, and attested by S. K. Wijayarathnam, Notary, by public auction, at the respective spots on the dates hereinafter mentioned, viz.:

On Friday, June 6, 1924, commencing at 3 P.M.

(1) All that allotment of field called Nedungahakumburapanguwa, situate at Katuwellegama in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province; containing in extent  $4\frac{1}{2}$  beras of paddy sowing.



(2) All that allotment of field called Nedungahakumburekebella, situate at Katuwellegama aforesaid; containing in extent 1 bushel of paddy sowing.

(3) All that allotment of field called Narangahakumburekebella, situate at Katuwellegama aforesaid; containing in extent 3 bushels of paddy sowing.

(4) All that allotment of field called Meegahakumburukebella, situate at Katuwellegama aforesaid; containing in extent about 2 bushels of paddy sowing.

(5) All that allotment of field called Nedungahakumburekebella, situate at Katuwellegama aforesaid; containing in extent about  $4\frac{1}{2}$  beras of paddy sowing.

(6) All that allotment of field called Nedungahakumburekebella, situate at Katuwellegama aforesaid; containing in extent about 1 bushel of paddy sowing.

(7) All that allotment of field called Narangahakumburakebella, situate at Katuwellegama aforesaid; containing in extent about 1 bushel of paddy sowing.

(8) All that portion of field called Nedungahakumbura, situate at Katuwellegama aforesaid; containing in extent 3 beras of paddy sowing.

(9) An undivided  $\frac{1}{2}$  share of the field called Nedungahakumbura, situate at Katuwellegama aforesaid; containing in extent about 4 beras of paddy sowing.

(10) The field called Dawatagahakumbura, situate at Katuwellegama aforesaid; containing in extent 1 acre and 25 perches.

On Saturday, June 7, 1924, at 1.30 P.M.

(11) All that undivided  $11\frac{1}{12}$  shares of all that undivided  $17\frac{1}{40}$  shares of that land called Ketakellagahaowita, situate at Mulyaya in Dunagaha pattu aforesaid; containing in extent about 2 acres, together with the buildings and plantations.

At 1.45 P.M.

(12) All that undivided  $\frac{5}{6}$  shares excluding a portion along the southern length of the land and in breadth 6 feet of all that undivided  $\frac{1}{2}$  share of all that undivided  $\frac{1}{2}$  share of all that land called Kukuluapayawelaowita *alias* Maragahawatta, situate at Mulyaya aforesaid; containing in extent about 6 acres of the land, together with the buildings trees, and plantations thereon.

At 3 P.M.

(13) All those three contiguous portions of land called Ketakellagahawatta *alias* Daminnagahawatta and Millagahawatta, situate at Demataowita in Kadawala, in Dunagaha pattu aforesaid; containing in extent about 6 acres, together with the buildings standing thereon.

At 3.15 P.M.

(14) All that divided  $\frac{1}{2}$  share of the land called Paragahawatta, situate at Demataowita aforesaid; in extent about 2 roods, with the buildings standing thereon.

At 3.30 P.M.

(15) All that land called Diyaparagahawatukebella *alias* Kahambiliyawewattapanguwa, situate at Demataowita aforesaid; containing in extent about 1 rood or 2 roods more or less, with the buildings standing thereon.

At 4.30 P.M.

(16) All that land called Gorakagahanda *alias* Mahagodella in extent 67 acres and 38 perches, comprised of the following contiguous allotments and other portions, viz. :—(a) All that allotment of land called Mahagodella, situate at Dagonna and Katuwellegama aforesaid, in extent about 54 acres; (b) all that lot C of the land called Millagahawatta, situate at Dagonna aforesaid, in extent 3 roods and 19 perches; (c) all that lot M of the land called Millagahawatta, situate at Dagonna aforesaid, in extent 1 acre; (d) all that lot E of the land called Paragahalanda, situate at Dagonna aforesaid, in extent 3 roods and 38 perches; (e) all that lot K of the land called Millagahawatta, situate at Dagonna aforesaid, in extent 3 acres and 29.8 perches; and (f) all that lot L of the land called Millagahawatta, situate at Dagonna aforesaid, in extent 3 acres 1 rood and 19.6 perches.

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

Negombo, May 13, 1924.

M. P. KURERA & Co.,  
Auctioneers.

### Auction Sale.

Properties at Madampe and Anaivilundawa, in the District of Chilaw.

In the District Court of Negombo.

N. K. N. T. Nachchiappa Chetty by his attorney M. U. L. Sellian of Negombo . . . . . Plaintiff.

No. 16,014. . . . . Vs.

(1) Johnston Amerasekera, (2) Nathaniel Cornelius Goonarathna (dead), both of Madampe . . . Defendants.

UNDER decree in the above case and by virtue of the order to sell issued to us for the recovery of the sum of Rs 4,075, with interest on Rs 2500 at 21 per cent. per annum from March 31, 1923, to December 14, 1923, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, and costs of suit, from the above-named 1st defendant, we shall sell the under-mentioned properties mortgaged as a primary mortgage by bond 970 dated March 31, 1914, and attested by D. L. E. Amarasinghe, Notary, by public auction, at the respective spots on Wednesday, June 11, 1924, viz. :—

At 10.30 A.M.

1. All the contiguous allotments of land called Kapugahawatta, Ambagahawatta, and Midellagahawatta, now forming one land, situate at Madampe in Yagam pattu of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent 6 measures of kurakkan sowing, with all plantations and buildings thereon.

At 3.30 P.M.

2. All that land called Talgahamulawatta, situated at Anaivilundawa, in Anaivilundawa pattu of the Pitigal korale north, in the District of Chilaw aforesaid; containing in extent about 5 acres and 26 perches.

At 3.45 P.M.

3. The undivided  $\frac{1}{40}$  share of the land called Talgahamulawatta, situate at Anaivilundawa aforesaid; containing in extent about 5 acres and 24 perches.

At 4 P.M.

4. The undivided  $\frac{1}{40}$  share of the allotment of land called Talgahamulakele marked No. 1,930/9,825, situate at Anaivilundawa aforesaid; containing in extent 4 acres 2 roods and 25 perches, exclusive of the water-course called agara running through the land.

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

M. P. KURERA & Co.,  
Negombo, May 14, 1924. Auctioneers.

### Auction Sale.

Property at 3rd Division Kurana within the Gravets of Negombo.

UNDER decree in case No. 16,493 D. C., Negombo entered in favour of the plaintiff D. L. W. Ramnaden Chetty of Negombo, against the defendants (1) Sangarajage Albanu Silva and wife (2) Badupaha Mohottige Roberthina, both of 3rd Division, Kurana, Bolawalana, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned property mortgaged as primary mortgage by bond No. 24 dated September 29, 1921, and attested by C. Yagaratnam, Notary, by public auction at the spot at 4 P.M. on Monday, June 9, 1924, to wit :—

A portion of the land called Meegahawatta of several contiguous lots, situated at 3rd Division Kurana, within the gravets of Negombo, in the District of Negombo, Western Province; containing in extent 2 roods and 24 perches, with the buildings standing thereon.

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

Negombo, May 14, 1924.

M. P. KURERA & Co.,  
Auctioneers.

**Auction Sale.***Properties at Tihariya in the District of Colombo.*

**U**NDER decree entered in case No. 13,971, D. C., Negombo, in favour of the plaintiff Moona Roona Una Pana Lana Moona Roona Murugappa Chetty, by his attorney Moona Roona Una Pana Lana Moona Roona Saminada Palle of Negombo, against the defendants (1) Eisi Lebbe Seimadeen and (2) Abdulla Lebbe Abdul Caffoor, both of Tihariya, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,825, with interest on Rs. 1,000 at 30 per cent. per annum from October 15, 1919, till December 13, 1923, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 8,935 and dated January 14, 1914, and attested by T. H. de Silva, Notary, by public auction, at the respective spots on Thursday, June 12, 1924, viz. :—

At 4 P.M.

1. The eastern portion of Kekunagahawatta, situate at Tihariya in Meda pattu of Siyane korale, in the District of Colombo, Western Province; containing in extent about 1½ bushels of paddy sowing ground. Of this land undivided half share and the undivided half share of the buildings thereon.

At 4.15 P.M.

2. The land called Kahatagahalanda, situate at Tihariya aforesaid; containing in extent 3 acres 1 rood and 23½ perches. Of this land the undivided ¼ share. Further particulars from D. L. E. Amarasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,  
Auctioneers.

Negombo, May 14, 1924.

**Auction Sale.**

*Three Valuable and Well-situated Blocks of Land at Uraliyagala near the Madampe Railway Station, in the District of Chillaw, and St. John's Estate in the Kinyama Korale, Kurunegala District.*

**U**NDER decree entered in case No. 5,998, D. C., Negombo, in favour of the plaintiff Seena Ana Runa Sidemban Chetty by his attorney Vena Arumugam Ambalam of Negombo, against the defendants (1) Garumuni Robert de Zoysa of Union place, Colombo, and (2) Nicholas Emmanuel de Groos of Negombo, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 58,275, with interest thereon at 18 per cent. per annum from October 10, 1923, till payment in full, and costs, we shall sell the under-mentioned properties mortgaged by bond No. 278 dated May 27, 1921, and attested by E. R. Samarasekera, Notary, by public auction at the respective spots, on Saturday, June 14, 1924, viz. :—

At 10.30 A.M.

(1) All that allotment of land comprised of the contiguous blocks A, B, and C, situated at Uraliyagala in Yagam pattu of the Pitigal korale, in the District of Chillaw, North-Western Province; and bounded on the north by the road leading to Kurunegala, west by the property belonging to the 1st defendant, south by a tank, and east by the railway and cart track; containing in extent 4 acres and 6 perches, with the buildings standing thereon, as primary mortgage.

At 10.45 A.M.

(2) All that undivided 13/20 shares of all that land depicted as lot O 178 in plan 111,651 and of the buildings thereon, situated near about the bo-tree at Uraliyagala aforesaid; bounded on the north-east by lands in plans Nos. 111,618 and 111,643, south-east by a water-course, (ela) and land in plan No. 111,644, south-west by the water-course (ela), and land in plan No. 111,852, and north-west by the high road; in extent 6 acres 3 roods and 28 perches, as primary mortgage.

At 11 A.M.

(3) All that allotment of land called Mangahawatta depicted as lot P 178 in plan No. 111,644 and the buildings thereon, situated at Uraliyagala aforesaid; bounded on the north-west and north-east by land in plan No. 111,651, south-east and south-west by a water-course (ela); in extent 1 rood and 30 perches, as primary mortgage.

At 4 P.M.

(4) All that estate plantations and premises called and known as St. John's estate, situate in the villages Karambe, Verapokuna, Henagaspitiya, and Oogodapola in Kinyama korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province; bounded on the north by half of Walahawetcha-agara of Ambara Aratchi and others, Danwilagamkadamma of Mitiya and others, Walahana of Podi Appu and others, and Kudamirissa of Punchietana and others, east by the half of Mahapatahenyaya and Codigomuwa-agara of Punchietana and others, south by Oogodapola of Bandirala and others, Vekanda Crown land, Marudapitiyawewa, Marudapitiyakumbura, and Thallawalla of Ambara Aratchi and others, and west by the village road; containing in extent 616 acres and 39.60 perches as per figure of survey dated February 19, 1897, made by L. D. Silva, Surveyor, but now said to contain in extent only 577 acres 2 roods and 24½ perches according to the plan and survey dated February, 1916, made by M. D. M. Silva, Surveyor, as secondary mortgage.

For further particulars please apply to S. K. Wijeratnam, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA &amp; Co.,

Negombo, May 14, 1924.

Auctioneers.

**Public Auction Sale under Mortgage Decree.**

In the District Court of Galle.

Marthenis de Silva Rupasinghe of Beratuduwa in Balapitiya ..... Plaintiff.  
No. 20,850. Vs.

(1) Don Martin Dias Jayaweera Abeysekera, (2) Don Hendrick Dias Jayaweera Abeysekera, both of Brahamanawatta ..... Defendants.

**U**NDER decree in the above case and by virtue of a commission issued to me thereunder, I shall sell on Wednesday, June 4, 1924, at 3 P.M., on land Uranwalamanana described 1 in the schedule, the following properties declared bound and executable for the recovery of the sum of Rs. 2,000, with interest thereon at 9 per cent. per annum from August 23, 1923, till payment in full, and costs, to wit :—

1. The entire soil and all the trees of and the buildings standing on the land called Uranwalamanana in extent 3 acres 3 roods and 4 perches, situated at Igala in Bentota, Walallawiti korale of Galle District, Southern Province.

2. The entire soil and all the trees and all the things appertaining thereto of the land called Uranwalamanana; in extent 1 rood and 22 perches, situated at Igala aforesaid.

3. The entire soil and all the trees and all things appertaining thereto of the land called Milla-addaralangaduwa; in extent 1 acre 3 roods and 25 perches, situated at Igala aforesaid.

Ambalangoda.

W. KODIKARA,  
Auctioneer and Broker.**Sale under Mortgage Decree.**

**U**NDER and by virtue of the decree entered in case No. 20,088, D. C., Galle, in favour of Kana Nana Suna Pana Kana Nana Saminathan Chetty of Galle, against (1) Omer Lebbe Markar Abdul Rasheed, (2) Ismail Lebbe Markar Subyha Umma, both of Dangedara in Galle, and (3) Patchi Abdul Samadu of Talapitiya in Galle, and the order to sell issued therein, I shall sell by public auction at the spots on June 7, 1924, commencing at 2.30 P.M., the following property declared bound and executable for the recovery of Rs. 1,599.94, with interest at 9 per cent. per annum from November 11, 1922, and costs of suit.

1. An undivided  $\frac{1}{4}$  part of all the soil and trees of the land Bakmeegahawatta *alias* Kandutotam (exclusive of the house standing thereon), situate at Galupiadda, within the Four Gravets of Galle; in extent about 3 roods and 4.27 perches.

2. An undivided  $\frac{1}{2}$  of  $\frac{1}{2}$  part of the defined  $\frac{1}{4}$  portion of Uralawatta, together with an undivided  $\frac{1}{4}$  of  $\frac{1}{4}$  share or portion of the tiled house, now bearing assessment No. 264, situate at Dangedara, within the Four Gravets of Galle; in extent about 1 acre.

3. An undivided  $\frac{5}{24}$  parts or share of the soil and trees of the land Don Naidawatta, situate at Galupiadda aforesaid, in extent about 1 acre and 2 roods.

Galle, May 12, 1924.

CHAS. M. GOONASEKERA,  
Auctioneer.

#### Auction Sale.

BY virtue of a commission issued to me by the District Court of Galle, in case No. 5, '35, testamentary, I shall put up for sale by public auction on May 28, 1924, at 2 P.M. at the spot, all that the following property belonging to the estate of the late Ginige Ruinis de Silva of Ambalangoda:—

1. Lot B of Maradanewatta, with plantations and buildings standing thereon; in extent 1 rood 7-6 perches.

2. Undivided  $\frac{1}{9} + \frac{1}{36}$  shares of Muhandrangewatta *alias* Maradanewatta; in extent 2 roods with the masonry built, tiled, and whitewashed 15 cubits house, and the incomplete building constructed by the said deceased, and the planter's half share of the young plantation thereon.

3. Undivided  $\frac{1}{225} + \frac{1}{45}$  share of the land called Welawatta; in extent 3 acres with the planter's half share of the plantation on the undivided western portion of the said land, all situate at Ambalangoda.

For further particulars please apply to G. T. E. de Silva Esq., Proctor and Notary, Galle, or to me:—

Galle, May 1, 1924.

W. E. A. SAMARAWETRA,  
Licensed Auctioneer.

#### Auction Sale under Mortgage Decree.

In the District Court of Matara.

Suna Vana Ena Meena Ramanathan Chetty of Chetty street in Colombo. . . . . Plaintiff.

No. 610.

Vs.

(1) Mohammad Asim Maththichcham Mohammadu Buhari and (2) Asana Marikkar Pathumma Natchia of Watagedaramulla. . . . . Defendants.

UNDER and by virtue of the decree entered in the above case, and the commission 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 10 A.M. at the office of Alfred Gunaratna, Esq., at Weligama, to wit:—

1. An undivided  $\frac{1}{4}$  share of Paragahawatta (except planter's shares), in extent about  $1\frac{1}{2}$  acres, situated at Denepitiya, in the Weligam korale of Matara District, Southern Province.

2. The entire soil, plantations, and buildings of the land Wannaratottam; in extent 1 acre and 16 perches, situated at Watagedaramulla, in the Weligam korale aforesaid.

3. An undivided  $\frac{1}{3}$  share of the field Pallamaladeniya *alias* Karagodagedeniya of 1 amunam 4 kurunies and  $\frac{1}{2}$  seer of paddy sowing extent, situate at Beraleliya, in the Weligam korale aforesaid.

The purchaser shall immediately after the sale pay  $\frac{1}{4}$  of the purchase amount and expenses of sale, and commissioner's fees in cash.

The conditions of sale will be read and explained before the sale.

For further particulars please apply to Alfred Gunaratna Esq., Proctor, Supreme Court, and Notary Public, or to me:

Matara, May 5, 1924.

A. P. KARUNARATNA,  
Commissioner.

#### Auction Sale.

In the District Court of Kurunegala.

(1) S. P. V. Kannappa Chetty, (2) S. P. A. V. Annamalai Chetty, by their attorney Suna Pana Arumogampulle of Narammala. . . . . Plaintiff.  
No. 9,773. Vs.

Patiraja Mudiyanse of Kiri Mudiyanse of Ambakadawara, the administrator of the estate of the late Patiraja Mudiyanse of Kapuruham. . . . . Defendant.

UNDER and by virtue of decree entered in the above case, and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree on Saturday, June 7, 1924, commencing at 2 P.M. on the first land herein below:—

1. Boraluwalehena, now garden of 6 lahas kurakkan sowing, the eastern 3 lahas 3 seers and 3 chunda kurakkan, situate at Medagama in Dewamedde korale.

2. An undivided  $\frac{1}{2}$  share of Dangahamulahena or watta of 3 lahas kurakkan sowing, situate at Rambawewa in the said korale.

3. An undivided  $\frac{1}{3}$  share of Kongahamula-alutwatta of about 3 lahas kurakkan sowing, situate at Rambawewa aforesaid.

4. An undivided  $\frac{1}{4}$  share of Dangahamulahena of about 1 timba kurakkan sowing.

5. An undivided  $\frac{1}{4}$  share of Kahatagahamulahena of 1 timba kurakkan sowing.

6. An undivided  $\frac{1}{4}$  share of Morapanduragawahena and Puhudivulgahamulahena of about 12 lahas kurakkan sowing.

7. An undivided  $\frac{1}{4}$  share of Kolongahamulahena of about 6 lahas kurakkan sowing.

8. An undivided  $\frac{1}{4}$  share of Boraluwalehena of about 6 lahas kurakkan sowing, all situate at Kanattewewa in Dewamedde korale.

9. A  $\frac{1}{2}$  share of the extent of 1 pela paddy sowing of Bogahakumbura of 2 pelas paddy sowing, a  $\frac{1}{2}$  share of the extent of 5 lahas paddy sowing of Munamalgahakumbura of 1 pela paddy sowing, a  $\frac{1}{2}$  share of the extent of 1 pela paddy sowing extent of Ihalawelamigahakumbura of 2 pelas paddy sowing, and Duntumadalagahamulahena of 7 lahas kurakkan sowing out of the 12 high land chenas appertaining to the said fields, all situate at Gallehepitiya in Tissowa korale, and undivided  $\frac{1}{2}$  share of the said high and low lands.

10. An undivided  $\frac{1}{4}$  share of Nabadapokuna of 2 kurunies kurakkan sowing.

11. An undivided  $\frac{1}{2}$  share of Kongahamulahena of about 6 lahas kurakkan sowing.

12. An undivided  $\frac{1}{2}$  share of Mailagahamulahena and thereto adjoining Wewpitiyehena, both about 9 lahas kurakkan sowing.

13. An undivided  $\frac{1}{2}$  share of Morapanduragawahena of 5 lahas kurakkan sowing.

14. An undivided  $\frac{1}{4}$  share of Nabadapokunehena of 2 kurunies kurakkan sowing, all situate at Gallehepitiya aforesaid.

15. An undivided  $\frac{1}{2}$  share of the land called Wagolla, situate at Kiriwana-agara in Dewamedde korale, of about 1 pela kurakkan sowing, and mud lands of about 3 amunams paddy sowing, together with all the houses, buildings, and plantations on all the aforesaid high and low lands.

Further particulars from me:

Kurunegala, May 13, 1924.

T. B. AMUNUGAMA,  
Licensed Auctioneer.

**Sale by Auction under Mortgage Decree.**

In the District Court of Puttalam.

Mena Yana Awanna Annamalai Chetty, by his attorney  
Mena Yana Awanna Sithembaram Mudalya of  
Puttalam . . . . . Plaintiff.

No. 3,542. . . . . Vs.

Peer Kando Kuppe Pitche of Vintodai in Akkarai-  
pattu . . . . . Defendant.

BY virtue of the order that has been directed to me by the District Court of Puttalam in the above case, I hereby give notice that I will put up for sale by public auction the following properties on the date and at the hour mentioned below, at the spot :—

June 2, 1924, at 10 A.M.

(a) The coconut garden called Kulattady Totam, situate at the village Nallandaluwe in Akkaraipattu south in Puttalam pattu division, in Puttalam District, North-Western Province, containing in extent about 7½ acres; a divided portion in extent about 1½ acres on the northern side for 1/5 share and the coconut trees within; it is bounded on the north by the tank bund and tamarind tree, east by Kulattu Tannepidikkarai (the edge of the water bordering the tank), south by the adjacent portion of this

belonging to Sinna Wappu Pariyary, and west by reservation. An undivided ½ share of the entirety within these boundaries.

June 2, 1924, at 10.15 A.M.

(b) The coconut garden called Kulattadikany, situate at the village Nallandaluwe aforesaid; containing in extent about 5 acres; and bounded on the north by the tank bund and tamarind tree, east by Thannirpidi Vittal (place where water borders), south by the garden belonging to the heirs of Sinnathamby, and west by reservation called Maniakaran vovna. Out of an undivided 1/5 share of the entirety within these boundaries the ½ share belonging to the defendant.

June 2, 1924, at 10.30 A.M.

(c) Out of the coconut garden called Periakulattadykany, situate at the village Nallandaluwe in Akkaraipattu aforesaid; a divided portion on the northern side in extent about one acre and the coconut trees within its boundaries; north by the bund of Periakulam, east by the land belonging to Miskin Marakar Sellathamby Marakar, south by the adjacent portion of this belonging to the defendant and west by reservation. The entirety within these boundaries.

Secondary mortgage: Lands (a) and (b)

P. M. M. KADER SAIBO MARIKAR,  
Puttalam, May 9, 1924. Auctioneer.**APPLICATION FOR FOREIGN LIQUOR LICENSES, &c.**

We hereby give notice that we have on May 9, 1924, applied to the Government Agent, Ceylon, for the licenses shown in the schedule hereto annexed, for the licensing period ending September 30, 1924 :—

Schedule referred to.

Name and address of applicant: Messrs. K. Rastomjee & Co., 3, Canal Row, Fort Colombo.  
Description of license or licenses applied for: Wines, spirits, beers, stout, cyder, and liquors.  
State whether application is for renewal of existing license or for a new license: For new license.  
Situation of premises to be licensed: 3, Canal Row, Fort, Colombo.

P. T. PEARCE.

**NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."****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	Dc.	Within the town of Alut-gama

The Kachcheri,  
Kalutara, May 3, 1924. H. A. BURDEN,  
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 Kachcheri,  
Hambantota May 2, 1924. G. L. D. DAVIDSON,  
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 Excise 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, Tharakankodai, Painter's street, and Valaiyakadu.

Mannar Kachcheri,  
April 29, 1924.C. L. WICKREMESINGHE,  
Assistant Government Agent.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## PUBLICATIONS FOR SALE at the Government Record Office, Colombo:—

	Rs.	c.
Legal.		
LEGISLATIVE ENACTMENTS OF CEYLON.		
VOLUME IV.—Part II, containing Ordinances Nos. 1 to 42 of 1916	0	90
Part III., containing Ordinances Nos. 1 to 45 of 1917	2	0
General Index to the Ordinances contained in the Revised (1913) Edition of the Legislative Enactments of Ceylon		
	1	0
The Acts of the Imperial Parliament applicable to Ceylon	2	50
Special Editions of the following, with tables of Sections and Indices, in paper covers, are obtainable:—		
*Criminal Procedure Code (Revised)	5	0
Civil Procedure Code (Revised Edition)	3	75
Penal Code (2 of 1883), revised edition	2	50
*The Courts Ordinance (1 of 1889)	0	75
*Evidence Ordinance	2	0
Separate copies of Ordinances (in English where available, and, where translations have been published, in Sinhalese and Tamil) may be obtained at 1 cent for each page.		
Laws of Ceylon (second edition)	17	50
Tiruwilangam's Digest of Cases, 1820-1895:—		
Parts 8 to 14	7	50
Parts 15 to 21	7	50
Parts 22 to 26	7	50
Balasingham's Digest, 1903 to 1908	12	50
Do. 1908 to 1910	12	50
Do. 1910 to 1913	12	50
Colonial and Departmental Papers.		
Copies of Government Minutes, Notifications, Regulations, &c., for every 8 pages octavo or 4 pages quarto	0	5
Epitome of Government Minutes, Circulars, and Notifications, 1872-1887		
Do. 1888-1895	1	0
Do. 1896-1905	0	50
Epitome of Proclamations, Notifications, &c., promulgated during 1894		
Do. 1895	1	0
Do. 1896	0	40
Do. 1897	0	75
Do. 1898	0	70
Do. 1899	0	70
Do. 1900	0	80
Do. 1915	1	0
Do. 1916	1	0
Estimates of Revenue and Expenditure, 1922-23 & 1923-24	3	50
Index to Proclamations, Regulations, &c., 1860-1908	0	50
Ceylon Civil List, 1919-22	2	0
Ceylon Blue Book (annual)	10	0
Hansard, 1909-11, 1912-13, 1913-16, 1916-21, 1922 each	10	0
Administration Reports (annual), bound volumes	10	0
Administration Reports: single reports, each page	0	2
Report on the Colombo Observatory for 1910-11, 1911-12, 1915-19, 1922	1	75
Sessional Papers, bound volumes	Rs. 7	50 and 10
Do. single papers, each page	0	2
Reports of the Temple Lands Commissioners, 1857 to 1858	1	0
Census of Ceylon, 1901, in 4 Volumes, each Volume	10	0
Census of Ceylon, 1911:—		
Review of the results of the Census	10	0
The Town and Village Statistics	5	0
Tables showing the Population by Sex, Race, Religion, Age, Civil Condition, Education, &c.	5	0
Occupation Statistics	5	0
Statistics of the Estate Population	1	0
Census of Ceylon, 1921, Vol. I., Part I.	7	50
Do. Vol. I., Part II.	5	0
Do. Vol. II.	7	50
Turner's Handbook of Commercial and General Information for Ceylon	10	0
Bingham's History of the Public Works Department, Ceylon, Vols. I., II., and III., each	13	50

	Rs.	c.
Selected Tables and Diagrams, by L. J. B. Turner	2	50
Governors' Addresses, Vol. III., 1877-1890	10	0
Do. Vol. IV., 1890-1903	16	0
Reviews of the Administration of Ceylon:—		
1896-1903, by Governor Sir West Ridgeway	2	0
1904-1907, by Governor Sir H. A. Blake	1	0
1907-1913, by Governor Sir H. E. McCallum	1	0
Report and Proceedings of the Labour Commission, 1908	9	0
Report and Proceedings of the Sabaragamuwa Labour Commission	2	50
Register of Books printed in Ceylon and registered under Ordinance No. 1 of 1885:—		
Part I., 1885-1888	1	20
Part II., 1888-1892	1	40
Part III., 1892-1894	1	50
Part IV., 1894-1897	1	50
Part V., 1898-1901	2	0
Part VI., 1902-1905	2	0
Headmen's Commission with Notes of Evidence	5	75
Final Report, St. Louis Exhibition	1	0
Instructions from the Governor-General and Council of India, 1656-1665		
Dutch Memoir, Van Goens, 1675-79	0	50
Do. Zwaardcroon, 1697	1	0
Do. Gerrit de Heere, 1697	0	50
Do. Thomas van Rhee, 1697	1	0
Do. Cornelis Joan Simons, 1707	0	75
Do. Hendrick Becker, 1716	0	75
Do. Pietat, 1734	0	25
Do. Van Imhoff, 1740	1	0
Do. Mooyart, 1766	0	25
Report on Dutch Records	1	0
Conquista Temporal, e Espiritual de Ceilão, by Padre Fernão de Queyroz (in Portuguese)	21	0
Inscriptions on Tombstones and Monuments in Ceylon, by J. P. Lewis, C.M.G.	5	0
List of Taluqs and Districts, Madras Presidency	0	25
Pharmacopœia of the Ceylon Hospitals	0	50
Simple Medical Directions	1	0
Alphabetical List of Villages in Ceylon, Southern Province	1	50
Gazetteers, Maps, &c.		
Mannar Gazetteer	2	50
Puttalam Gazetteer	2	50
Trincomalee Gazetteer	1	0
District Manuals:—		
Nuwara Eliya, by C. J. R. LeMesurier, C.C.S.	5	0
Puttalam District, by F. Modder, F.R.G.S.	2	50
District Maps:—		
Jaffna	0	15
Mannar, Matara, Kurunegala, and Puttalam, each	1	50
Kandy, Nuwara Eliya, Ratnapura, and North-Central Province, each	2	0
Kegalla and Hambantota, each	2	50
Western Province	5	0
Itinerary of Roads, Part I. (Principal Roads), with a Map	5	0
Industries Commission Report	2	75
Town Planning in Ceylon, by Professor Geddes	3	0
Hydro-Electric Scheme (Ceylon)	1	50
Hydro-Electric Scheme (Laxapana)	0	50
Archæology, &c.		
Dr. Müller's Report on Inscriptions of Ceylon:—		
Text	5	0
Plates	5	0
Architectural Remains of Anuradhapura (with Plates), by J. G. Smither, F.R.I.B.A.:—		
In boards	40	0
In cloth	60	0
Return of Architectural and Archæological Remains and other Antiquities in Ceylon	1	20

\* Out of stock at present.

	Rs. c.
<b>Reports on the Archæological Survey of Ceylon:—</b>	
Kegalla District .. .. .	6 0
Anuradhapura (I.) .. .. .	0 50
Do. (II.) .. .. .	1 0
Do. (III.) .. .. .	1 60
Do. (IV.) .. .. .	1 5
Do. (V.) .. .. .	2 20
Annual Reports on the Archæological Survey of Ceylon, 1890-1901, each .. .. .	0 50
Ditto, 1902 .. .. .	2 50
Summary of operations, Archæological Survey, 1890-1900, with Maps and Plans .. .. .	2 50
Archæological Report for 1903 .. .. .	3 0
Do. for 1904 .. .. .	1 0
Do. for 1905 to 1909, each .. .. .	4 0
Do. for 1910-11 .. .. .	6 0
Do. for 1911-12 .. .. .	7 50
Do. for 1912-13 .. .. .	1 0
Do. for 1920-21 .. .. .	2 25
Do. for 1921-22 .. .. .	0 75
Archæological Survey of Ceylon, Plans and Plates for Annual Reports, 1892-1894 .. .. .	21 0
Do. 1895-1902 .. .. .	21 0
Do. 1903-1912 .. .. .	10 50
Report on a Visit to the Maldive Islands .. .. .	10 0
Epigraphia Zeylanica. Vol. I., Parts 2 to 6, and Vol. II., Parts 1, 2, 3, 4, and 5, each Part .. .. .	4 0
<b>Natural History, &amp;c.</b>	
The Flora of Ceylon, by Dr. Triman: Parts III., IV., and V. (with Plates), each Part .. .. .	20 0
Coconut Cultivation (in Sinhalese) .. .. .	0 50
Lepidoptera of Ceylon, in 13 Parts (with coloured Plates), each Part .. .. .	14 50
Report on the Ceylon Pearl Fisheries .. .. .	1 35
Professor Herdman's Report on the Ceylon Pearl Fisheries, in 5 Volumes, each Volume .. .. .	15 0
Marine Biological Reports, Parts IV., V., and VI., each Part .. .. .	2 0
<b>Oriental Literature.</b>	
The Mahawansa Tika, with Mahawansa Pali .. .. .	7 50
The Mahawansa, English, by Turnour & Wijesinha .. .. .	7 50
The Mahawansa, Sinhalese translation, Part I, .. .. .	5 0
Do. do. Part II. .. .. .	5 0
The Mahawansa, English translation of Chapters I. to XXXVII., by Dr. W. Geiger .. .. .	10 0
The Dipavansa and Mahavamsa, and their Historical Development in Ceylon .. .. .	1 50
Index to Mahawansa, together with a Chronological Table of Wars and Genealogical Trees, by John Still .. .. .	1 0
Extract from the Pujawaliya (English) .. .. .	1 0
Do. (Sinhalese) .. .. .	0 75
The Rajawaliya: or, a Historical Narrative of Sinhalese Kings (English) .. .. .	0 75
Nitinighanduwa (Sinhalese) .. .. .	1 0
Nikaya-Sangraha, or Sasanawataraya (English) .. .. .	0 50
Do. do. (Sinhalese) .. .. .	0 50
Rajaratnayakaraya (Sinhalese) .. .. .	0 50
Kawsilumina (Sinhalese) .. .. .	1 50
Mugdhabodha Wyakarana (Sanskrit Grammar) .. .. .	5 0
Catalogue of Pali, Sinhalese, and Sanskrit Manuscripts in Temple Libraries .. .. .	0 50
Catalogue of Pali, Sinhalese, and Sanskrit Manuscripts in the Colombo Museum Library .. .. .	1 0
Catalogue of the Colombo Museum Library: Printed Books .. .. .	1 0
Supplement No. 1 .. .. .	0 75
Supplement No. 2 .. .. .	0 75
Alwis's Descriptive Catalogue of Sanskrit, Pali, and Sinhalese Works (Vol. I.) .. .. .	5 0
The Tesawalama .. .. .	0 50
Pybus's Mission to Kandy .. .. .	0 50
Papers on the Custom of Polyandry as practised in Ceylon .. .. .	0 15
Old Sinhalese Embroidery: a short account of .. .. .	0 45
Notes on Kandyan Chiefs and Headmen, and their Dresses, by H. W. Codrington, C.C.S. .. .. .	2 0
<b>Rules, Tables, Tariffs, &amp;c.</b>	
Regulations under the Trade Marks Ordinance .. .. .	0 20
Patents Rules and Patents Instructions, each .. .. .	0 15
Customs Monthly Returns (single copy) .. .. .	2 0
Do. (12 months' subscription) .. .. .	20 0
Tables of the Public Service Mutual Guarantee Association .. .. .	0 10

	Rs. c.
Tables for calculating Pensions under the Widows' and Orphans' Pension Fund .. .. .	0 50
Prize Court Rules .. .. .	0 25
Prize Acts .. .. .	0 50
Documents respecting the International Naval Conference held in London, December, 1908, to February, 1909: (1) Declaration concerning the Laws of Naval War; (2) General Report presented to the Naval Conference on behalf of its Drafting Committee .. .. .	0 50

Application for any publication in the above List should be made to the *Government Recordkeeper*, at the Colonial Secretary's Office, Colombo, and should be accompanied by payment in advance. Payment should be made by Post Office Order, Government Draft, or Cheque on a Colombo Bank. *Postage stamps will not be accepted in payment.*

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

J. A. MAYBIN,  
Government Recordkeeper.

## THE CEYLON GOVERNMENT GAZETTE.

*Published every Friday.*

Rs. 12 per annum for any separate Part. Copy of each Part, 25 cents.

Subscriptions booked in advance by the Government Printer to the end of a half-year only.

*Charges for approved Advertisements (payable in advance to the Government Printer).*

	Rs. c.
For notices not exceeding 18 lines of single column .. .. .	5 0
19 lines to 36 lines .. .. .	8 0
37 lines to 45 lines .. .. .	10 0
46 lines to 54 lines .. .. .	12 0
55 lines to 63 lines .. .. .	14 0
64 lines to 72 lines .. .. .	16 0
73 lines to 84 lines (one column) .. .. .	18 0
One page .. .. .	36 0

For second consecutive insertion, two-thirds of the above rates; for third, fourth, fifth, &c., consecutive insertion, one-half of the above rates.

Advertisements for the current week's issue must reach the Government Printer *not later than Wednesday.*

Cheques on outstation Banks must include the usual Bank commission.

Postage stamps are not accepted in payment for advertisements.

## THE NEW LAW REPORTS.

(Volumes I. and II. are out of print.)

Volumes III. to XIII., price Rs. 10 per unbound volume of twelve Parts and a Digest.

Volumes XIV. to XXIV. (Vol. XXV. is in course of publication), price Rs. 13.50 per unbound volume of sixteen Parts and a Digest.

Single Parts of the above, when available, price Re. 1 each; the Digests price Rs. 2 each.

Subscriptions are payable in advance to the Government Printer.

## THE SUPREME COURT CIRCULAR.

(Discontinued December, 1891.)

	Rs. c.
Volume I., unbound .. .. .	original price 3 25
Volumes II., III., IV., and V., unbound, each .. .. .	original price 6 50

The above may be had at the reduced price of Rs. 14.50 for the set of five unbound volumes (original price Rs. 29.25).

## FOR ALL OTHER GOVERNMENT PUBLICATIONS

application should be made to the *Government Recordkeeper*, Secretariat, Colombo.

May, 1924.

A. C. RICHARDS,  
Acting Government Printer.



## Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying in No. 15 Warehouse, beyond the time allowed by law, will be sold by public auction on Tuesday, June 24, 1924, at 1 P.M., unless previously cleared. Goods must be cleared on or before Friday, June 27, 1924 :—

No.	Vessel.	Date of Landing.	Marks.	Number of Packages and Description.
1924.				
99	ss. Sardinia	February 22	Nil	1 bar angle iron
101	ss. Hakodate Maru	February 25	Nil	15 bundles tea shooks
103	ss. Baroda	February 22	Various	3 bags broken rice
109	ss. Yorkshire	March 6	Nil	1 bag rice.
110	ss. Argenfels	February 29	Nil	1 bag manure
112	ss. Meerkerk	February 28	C. or Nil	1 coil iron hoops
114	ss. Normahal	March 5	National Bank of India	3 parcels sugar samples
			A. L. S. P.	1 do.
118	ss. Yorkshire	February 23	A. H. S.	1 bag gingelly seed
			O. C. L.	36 earthenware pipes
119	ss. Hakodate Maru	February 22	Dorai Arul & Co.	1 case porcelain ware
120	ss. Ridderkerk	March 15	C. H. V.	1 case wine
			H. T. in a diamond	1 bag Moong (mixed)
121	ss. Jalapalaka	March 13	Various	20 bags broken rice
			Nil	8 bags boiled rice
122	ss. Warfield	February 28	I N upon a triangle	1 case merchandise
			Walker in a rectangular upon	
			S. O. in a triangle	1 cask cement
125	ss. Nawab	March 10	Nil	2 bags ground nut manure
126	ss. Garbeta	February 14	Various	3 bags white rice
				1 bag boiled rice
129	ss. M. S. Hamid	March 8	Nil	3 pieces rosewood logs
130	ss. Amiral Neilly	March 23	B F upon C in a triangle	1 case brandy
135	ss. Argenfels	March 1	Nil	1 bundle nails
				1 keg nails
				1 bag manure
139	ss. Nagoya	March 26	Nil	1 drum paint (damaged)
140	ss. Begum	March 28	Various	12 parcels sugar samples
143	ss. Numidia	March 11	SS in a rectangular upon I in a triangle	8 jars (empty) acetic acid
147	ss. Colaba	March 27	O. L. M.	4 cases wearing apparel
		March 28	do.	1 case mineral waters
148	ss. Lima Maru	March 24	E B c c in four corners of a slanting cross	1 bundle tea shooks
151	ss. Margha	March 14	Nil	1 case merchandise
152	ss. Argenfels	March 1	72 upon Hassim in a diamond	1 case merchandise
154	ss. Margha	March 15	Nil	1 barrel cement
159	ss. Alpine Range	March 20	Nil	1 bag pollard
		1923.	A. H. J.	1 bag gingelly seed
162	ss. Sturnfels	November 26	H. & Co., Ltd. in a diamond	3 kegs wire nails

H. M. Customs,  
Colombo, May 14, 1924.

F. C. GIMSON,  
for Principal Collector.

## Sale of Goods.

NOTICE is hereby given that the under-mentioned packages, which have been lying at the Baggage Office beyond the time allowed by law, will be sold by public auction on June 10, 1924, at 1 P.M., unless previously cleared. Goods must be cleared on or before Friday, June 13, 1924.

Date, 1924.	S. R. No.	Names.	Vessel.	Number and Description of Packages.
January 2	61	Mr. Finlinson	ss. Gloucestershire	1 revolver
January 9	362	Mr. W. R. Giddings	ss. Ormuz	1 chair
January 21	678	Rev. Bro. Leander	ss. Gloucestershire	1 case
January 29	1116	Mr. C. V. Newton	ss. Lancashire	1 hand bag

H. M. Customs,  
Colombo, May 14, 1924.

F. C. GIMSON,  
for Principal Collector.

Statement showing the Importation of Rice into the different Ports of Ceylon during the Week ended May 10, 1924.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Calcutta	41,824
Do.	Karikal	4,126
Do.	Negapatam	1,448
Do.	Singapore	9
Do.	Dhanushkodi	6,311
Kayts	Akyab	5
Do.	Adirampatam	318

Ceylon Port.	Port of Origin.	Number of Bags.
Galle	Akyab	2,800
Do.	Negapatam	898
Point Pedro	Akyab	52
Talaimannar	Negapatam	80
Other Ports	Nil	Nil

(3,313 bags of rice were shipped during the week.)

H. M. Customs,  
Colombo, May 14, 1924.

F. C. GIMSON,  
for Principal Collector.

**Change of Management.**

NOTICE is hereby given that Mr. G. Ariyaratne has been appointed Manager of the School mentioned below in place of Rev. Dhammissara :—

*School referred to.*

G/Telwatte Vernacular Boys' School.

Education Office,  
Colombo, May 8, 1924.

L. MACRAE,  
Director of Education.

**Change of Management.**

NOTICE is hereby given that Rev. T. D. Sathianather has been appointed Manager of the Schools mentioned below in place of Rev. T. S. Johnson :—

*Schools referred to.*

Dikoya Vernacular Mixed School.  
Norwood Vernacular Mixed School.  
Maskeliya Vernacular Mixed School.  
Kotiyagala Vernacular Mixed School.

Education Office,  
Colombo, May 12, 1924.

L. MACRAE,  
Director of Education.

**Change of Management.**

NOTICE is hereby given that Rev. A. Pakkianathen has been appointed Manager of the Schools mentioned below in place of Rev. T. S. Johnson :—

*Schools referred to.*

Middleton Vernacular Mixed School.  
Kotagala Vernacular Mixed School.

Education Office,  
Colombo, May 12, 1924.

L. MACRAE,  
Director of Education.

**Change of Management.**

NOTICE is hereby given that Rev. G. D. Thomas has been appointed Manager of the Schools mentioned below in place of Mr. R. P. Robert:—

*Schools referred to.*

Punnalai and Tholpuram Vernacular Mixed Schools.

Education Office,  
Colombo, May 12, 1924.

L. MACRAE,  
Director of Education.

**Change of Site.**

NOTICE is hereby given that an application has been received from the General Manager of Buddhist Schools for the removal of his Ng/Mabima Mixed School to a new site which is about 200 yards west of the present site.

Observations will be received not later than June 16, 1924.

Education Office,  
Colombo, May 8, 1924.

L. MACRAE,  
Director of Education.

**Change of Site.**

NOTICE is hereby given that an application has been received from Rev. W. O. Bevan for the removal of his c/Raddoluwa School to a new site adjoining the Wesleyan Church which is about  $\frac{1}{4}$  mile from the present site.

Observations will be received not later than June 16, 1924.

Education Office,  
Colombo, May 8, 1924.

L. MACRAE,  
Director of Education.

**Registration of Branch Schools.**

NOTICE is hereby given that the Thamaravil and Valaithotam Schools have each been registered as a branch school of Alankerni and Anaitivu schools, respectively, which are in the Trincomalee District under the management of the Roman Catholic Mission.

Education Office,  
Colombo, May 8, 1924.

L. MACRAE,  
Director of Education.

**Summary of Accounts of the District School Committee, Nuwara Eliya, for the Year 1923.**

RECEIPTS.	Rs.	c.
Balance brought forward .. ..	7,832	41
Government grant (special) .. ..	500	0
School fines .. ..	2,852	15
School collections .. ..	363	30
Miscellaneous .. ..	144	38
	<b>11,697</b>	<b>24</b>

EXPENDITURE.	Rs.	c.
Erection of new buildings and extensions .. ..	4,866	48
Repairs to buildings .. ..	1,064	92
Wells and school gardens .. ..	50	7
Latrines .. ..	1,000	79
Garden implements .. ..	50	0
Salaries .. ..	385	0
Acquisition of lands for schools and gardens .. ..	35	0
Printing and stationery .. ..	107	6
Miscellaneous .. ..	291	10
Balance on December '31, 1923 .. ..	3,846	82
	<b>11,697</b>	<b>24</b>

The Kachcheri,  
Nuwara Eliya, May 12, 1924.

E. T. DYSON,  
Chairman.

**Summary of Accounts of the District School Committee, Puttalam, 1923. (Section 12 of No. 8 of 1907.)**

RECEIPTS.	Amount.	Total.
	Rs. c.	Rs. c.
Balance on January 1, 1923 .. ..	—	484 95
Government contribution .. ..	2,700 0	
Village Committee contribution .. ..	175 0	
School fines .. ..	348 0	
Miscellaneous .. ..	18 80	
		<b>3,241 80</b>
Total .. ..	<b>3,726</b>	<b>75</b>

PAYMENTS.	Amount.	Total.
	Rs. c.	Rs. c.
Salaries .. ..	121 35	
Repairs to buildings .. ..	979 77	
Making and repairing fences, wells &c. .. ..	271 40	
Garden implements .. ..	50 0	
Erection of new buildings .. ..	875 0	
Miscellaneous .. ..	189 95	
		<b>2,487 47</b>
By balance on January 1, 1924 .. ..	—	1,239 28
		<b>3,726 75</b>

District School Committee,  
May 6, 1924.

R. N. BOND,  
for Chairman.

## Summary of Accounts of the District School Committee, Chilaw, 1923. (Section 12 of No. 8 of 1907.)

RECEIPTS.	Amount.		Total. Rs. c.	PAYMENTS.	Amount.		Total. Rs. c.
	Rs.	c.			Rs.	c.	
Balance on January 1, 1923	—	—	885 41	Salaries	197	65	
Government contribution	1,500	0		Repairs to buildings	1,260	39	
Village Committee contribution	1,500	0		Making and repairing fences, wells &c.	272	35	
School fines	1,143	30		Garden implements	100	0	
Miscellaneous	525	55		Erection of new buildings	—	—	
			4,668 85	Miscellaneous	633	63	
				By balance on January 1, 1924	—	—	2,464 2
							3,090 24
			5,554 26				5,554 26

District School Committee,  
May 6, 1924.

R. N. BOND,  
for Chairman.

## Licensed Surveyor and Leveller.

IT is hereby notified under Ordinance No. 26 of 1909, that the under-mentioned has been licensed to practise as Surveyor and Leveller for the current year:—

Date of License.	Registration No.	License No.	Name.	Address.
May 10, 1924	364	A 988	Perera, W. B.	Government Factory Bungalow, Colombo.

Surveyor-General's Office,  
Colombo, May 12, 1924.

C. R. LUNDIE,  
for Surveyor-General.

## Auction Sale.

THE following produce of the Experiment Station, Peradeniya, will be sold by public auction on Tuesday, May 27, 1924, at 9 A.M., on the spot:—

Coconuts approximately 5,000	Yams
Dry coffee	Pepper
Iron pulleys and old iron	Dadap firewood

A deposit of Rs. 50 in case of coconuts, and Rs. 10 for other produce will be required to be made with the Manager, Experiment Station, by the purchasers of each of the articles purchased. Should any person fail to remove the produce within seven days, inclusive of the date of purchase, such deposit will be forfeited to the Crown. All other deposits will be returned when the articles purchased have been removed.

Payment must be made before delivery.

The produce will be delivered at the Store of the Experiment Station, Peradeniya, except in the case of the logs, where it can be seen by intending purchasers.

The Government reserves to itself the right, without question, of accepting or rejecting the highest offer.

F. A. STOCKDALE,  
Peradeniya, May 9, 1924. Director of Agriculture.

## Destruction of a Rogue Elephant.

NOTICE is hereby given that, in terms of section 9 (1) (b) of Ordinance No. 1 of 1909, the Government Agent of the Province of Uva will issue a free license to any person desiring to shoot a dangerous wild elephant which frequents the road from Wellawaya to Tanamalwila between the 50th and 48th mileposts, the road from Wellawaya to Muppene between the 1st and 3rd mile posts, the road from Wellawaya to Koslanda between the 130th and 129th mileposts, and the road from Wellawaya to Randeniya between 1st and 3rd mileposts, and the jungle bordering these roads. It frequently crosses Wellawaya-Muppene and Wellawaya-Randeniya roads. The animal is about 8 feet high, male, and has white spots on both sides of the ears. The foot-prints measure 16 inches in diameter and 2½ feet in circumference.

Huduhamy, ex Village Tribunal Courtkeeper, Wellawaya, can point out the animal.

Badulla Kachcheri,  
May 8, 1924.

R. A. G. FESTING,  
Government Agent.

## 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 Drivers of Mechanically-propelled Vehicles for the North-Central Province in terms of section 4 of Ordinance No. 4 of 1916.

The Kachcheri, Anuradhapura, May 5, 1924. A. W. SEYMOUR,  
Government Agent.

## Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 51, situated at Silversmith street, Colombo; Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from May 4, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, May 8, 1924. Municipal Veterinary Surgeon.

## Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 98, situated at Panchikawatta road, Colombo; Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from May 1, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, May 8, 1924. Municipal Veterinary Surgeon.

## Rinderpest.

WHEREAS by proclamation dated January 31, 1924, published in the Government Gazette No. 7,374 of February 8, 1924, the premises bearing assessment No. 1A, situated at Prince's gate, 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 March 15, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, May 8, 1924. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS by proclamation dated February 16, 1924, published in the *Government Gazette* No. 7,378 of February 22, 1924, the premises bearing assessment No. 131A, situated at Layard's Broadway, 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 March 1, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, May 8, 1924. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS by proclamation dated March 21, 1924, published in the *Government Gazette* No. 7,384 of March 28, 1924, the premises known as Rotherfield, Albert Crescent, 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 12, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, May 8, 1924. Municipal Veterinary Surgeon.

**Rinderpest.**

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

This declaration shall take effect from May 5, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, May 13, 1924. Municipal Veterinary Surgeon.

**Rinderpest.**

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

This declaration shall take effect from May 6, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, May 13, 1924. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS rinderpest has broken out in the premises bearing assessment No. 72, situated at Bambalapitiya Road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from May 6, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, May 13, 1924. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS by proclamation dated March 18, 1924, published in the *Government Gazette* No. 7,384 of March 28, 1924, the premises bearing assessment No. 22, situated at Glennie 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 16, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, May 13, 1924. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS by proclamation dated April 29, 1924, published in the *Government Gazette* No. 7,390 of May 2, 1924, the grass field in Bloemendhal Swamp, 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 premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from May 6, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, May 13, 1924. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS by proclamation dated April 25, 1924, published in the *Government Gazette* No. 7,390 of May 2, 1924, the premises bearing assessment No. 40, 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 May 6, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, May 13, 1924. Municipal Veterinary Surgeon.

**Rinderpest.**

NOTICE is hereby given that the areas declared infected at Mutuwadiya, Thimbrigasyaya, Peliyagodawatta, and Mabile in Alutkuru Korale south 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 March 14, 1924, March 28, 1924, and April 4, 1924, are now free from rinderpest.

The Kachcheri, K. VAITHIANATHAN,  
Colombo, May 8, 1924. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Kahapola in Salpiti 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 *Gazette* of May 2, 1924, is now free from rinderpest.

The Kachcheri, R. J. PEREIRA,  
Colombo, May 13, 1924. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the areas declared infected at Kottawa 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 March 28, 1924, April 4, 1924, and May 2, 1924, are now free from rinderpest.

The Kachcheri, R. J. PEREIRA,  
Colombo, May 13, 1924. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the areas declared infected at Kirikitta, Kanduboda and Delgoda, Yakkala, Henaratgoda, Yakkala, and Ihala Karagahamuna in Siyane korale west 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 March 7, 1924, March 14, 1924, March 28, 1924, April 4, 1924, and April 25, 1924, are now free from rinderpest.

The Kachcheri,  
Colombo, May 13, 1924.

R. J. PEREIRA,  
for Government Agent.

**Rinderpest.**

WHEREAS rinderpest has broken out in the village Kelanimulla, in Colombo Mudaliyar's division, in the District of Colombo of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5 (1) of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, published in the *Government Gazette* of January 4, 1924.

The area is bounded on the east by land of S. A. Gunasekera, west and north by Kelani river, south by land of E. R. D. Bandaranayaka.

This declaration is to take effect from this date.

Colombo Mudaliyar's Office, D. E. WIJESEKERA,  
May 3, 1924. Colombo Mudaliyar.

**Rinderpest.**

WHEREAS rinderpest has broken out at Wataddara, in Siyane korale west of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5 (1) of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, viz. :—

The area bounded on the north by the village boundary of Eluwapitiya, east by lands belonging to James Perera and Arthur Weerakoon, south by Negombo road, and west by the road leading to Eluwapitiya quarry from Negombo road.

This declaration is to take effect from this date.

D. C. R. WIJEYESINGHE,  
Mudaliyar, Siyane Korale West.  
Henaratgoda, May 5, 1924.

**Rinderpest.**

WHEREAS rinderpest has broken out at Hendala, 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 Millagahawatta; bounded on north by land belonging to R. H. D. Alwis, east by Kosgahakumbura and land belonging to H. Paulu Appu, south by dewata road, west by land belonging to M. Siman Appu.

This declaration is to take effect from this day.

TIMOTHY F. ABEYAKOON,  
Mudaliyar, Alutkuru Korale South.  
Wattala, April 30, 1924.

**Rinderpest.**

WHEREAS rinderpest has broken out at Batagama South, in Alutkuru korale south of Western Province: It is declared that the under-mentioned area is infected in terms of section 5 and sub-sections (1) and (2) of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, viz. :—

The land called Hikgahawatta; bounded on north by cart road, east by land belonging to Francina Disanayaka,

south by land belonging to Charles Pinto, and west by land belonging to Aron Sinno.

This declaration is to take effect from this day.

TIMOTHY F. ABEYAKOON,  
Mudaliyar, Alutkuru Korale South.  
Wattala, April 30, 1924.

**Rinderpest.**

WHEREAS rinderpest has broken out on the land called Kadupitiyabodawatta at Moratumulla in the Salpiti korale, of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2) of the Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of January 4, 1923, viz. :—

The area bounded on the north by Kadupitiyabodawatta owned by S. J. Silva, Police Vidane, east by a portion of the same land owned by R. A. Mendis, south by a portion of the same land owned by Lambert Fernando, and west by a portion of same land owned by Wannakuwattawaduge Gabriel Fernando.

This declaration is to take effect from this date.

G. W. DE FONSEKA,  
Mudaliyar, Salpiti Korale.  
May 5, 1924.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in Giritale tulana No. 70 of Sinhalapattu in Tamankaduwa district of the North-Central Province: It is hereby declared in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said tulana is an infected area.

This declaration shall take effect from May 7, 1924.

The Kachcheri, A. W. SEYMOUR,  
Anuradhapura, May 12, 1924. Government Agent.

**Infectious Cattle Disease.***Hæmorrhagic Septicæmia.*

WHEREAS by notification dated March 25, 1924, published in *Government Gazette* No. 7,384 of March 28, 1924, the area comprising the village of Allaipiddy, in the Islands division of the Jaffna District of the Northern Province, was proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas Hæmorrhagic Septicæmia disease no longer exists in the said area, it is now declared free from Hæmorrhagic Septicæmia disease, and to be no longer an infected area.

This declaration shall take effect from the date hereof.

Jaffna Kachcheri, L. W. C. SCHRADER,  
May 6, 1924. Government Agent.

**Existence of Rabies.**

NOTICE is hereby given, in terms of section 9 of the Ordinance No. 7 of 1893, of the existence of rabies on Rahatungoda and Mooloya estates in the Gannawa korale of the Uda-Howaheta division, Nuwara Eliya District. Any dog found in public road or place unmuzzled or not under control by means of a collar and a chain is liable to be destroyed.

This notification shall be in force till revoked by Proclamation.

W. D. GODSALL,  
for Assistant Government Agent.  
The Kachcheri,  
Nuwara Eliya, May 12, 1924.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

Prices of Foodstuffs, &amp;c., in Colombo, on May 14, 1924.

	Per	Wholesale. Rs. c.	Per	Retail. Rs. c.
Paddy, Country	Bushel	2 25	Measure	—
Paddy, Imported	do.	3 0	do.	—
Rice, Country	do.	—	do.	—
Rice, Kara	do.	5 75	do.	0 18
Rice, Kallunda	do.	5 88	do.	0 19
Rice, Sulai	do.	6 0	do.	0 19½
Rice, Muttusamba	do.	7 50	do.	0 23½
Raw Rice (Rangoon)	do.	6 0	do.	—
Raw Rice (Singapore)	do.	5 50	do.	—
Raw Rice (Batavia)	do.	5 0	do.	—
Dhali (Tavarai)	—	—	Seer	3 25
Dhali (Mussouri)	—	—	do.	0 15
Green Peas	—	—	do.	0 15
Ulundu	—	—	do.	0 16
Gram	—	—	do.	0 15
Wheat Flour	—	—	lb.	0 18
American Flour	—	—	do.	0 15
Ghee, Cow	—	—	Bottle	5 0
Ghee, Buffalo	—	—	Seer	2 75
Milk	—	—	Bottle	0 40
Potatoes (Indian)	—	—	lb.	0 16
Potatoes (Bangalore)	—	—	do.	0 12
Onions (Bombay)	—	—	do.	0 8
Onions, Red	—	—	do.	0 8
Bread	—	—	1-lb. loaf	0 18
Tea	—	—	lb.	1 0
Coffee	—	—	do.	0 64
Limes	—	—	Dozen	0 8
Coconut	—	—	Each	0 10
Sugar, Soft	—	—	lb.	0 26
Sugar, Crepe	—	—	do.	0 21
Sugar, Ceylon	—	—	do.	—
Sugar, Candy	—	—	do.	0 30
Sugar, Brown	—	—	do.	—
Salt	—	—	Measure	0 12

	Per	Wholesale. Rs. c.	Per	Retail. Rs. c.
Salt	—	—	lb.	0 6
Dried Chillies	—	—	do.	0 32
Corriander	—	—	do.	0 20
Pepper	—	—	Measure	0 10
Garlic	—	—	lb.	0 40
Mustard	—	—	Measure	0 40
Turmeric	—	—	lb.	0 50
Fenugreek	—	—	do.	0 18
Cummin	—	—	do.	0 70
Aniseed	—	—	do.	0 40
Tamarind	—	—	do.	0 10
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	—	—	do.	—
Brand	—	—	do.	—
Kerosine Oil, Monkey	—	—	do.	0 19
Brand	—	—	do.	—
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, Nettali (Hal-messan)	—	—	lb.	0 30
Dry Fish (Maldiva)	—	—	do.	0 70

The Municipal Office,  
Colombo, May 14, 1924.G. H. N. SAUNDERS,  
Municipal Treasurer.

## ROAD COMMITTEE NOTICES.

## Padiapellella-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,  
Kandy, April 12, 1924. Chairman.

## 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,  
Kandy, May 6, 1924. for Chairman.



**Railway Gorge Branch Road.**(Between Caledonia Gap and the Railway Gorge.)  
(Kowlahena Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above bridge for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said bridge at the rate of .0108 per acre :—

Total acreage, 3,264.

(Estimate No. D 680, sanctioned February 23, 1924.)

Government moiety	Rs. 35.00
Private contributions	Rs. 35.35

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
F. A. & W. N. Fairlie, (G. H. Callander)	Kowlahena and Conon	366	3 96
The Alliance Tea Co. of Ceylon, Ltd.	Gleneagles	222	2 41
Sumatravale Estates Co., Limited	Maria	297	3 22
The Dimbula Valley Tea Co., Ltd.	Lippakele	206	2 24
The Ceylon Estates Investment Association, Ltd.	Macduff	221	2 40
Ceylon Tea Plantations Company, Limited (S. E. James)	Tangakelle	910	9 84
The Vellekelle Tea Co.	Ouvahkellie	593	6 41
The Dimbula Valley Tea Company	Elgin	291	3 15
Do.	Kellyhill	158	1 72
	<b>Total</b>	<b>35 35</b>	

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 25, 1924.

Amount to be recovered on account 1923-24 .. 35 35

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, May 12, 1924.

**Railway Gorge Branch Road.**(Between Caledonia Gap and the Railway Gorge.)  
(Henfold Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above bridge for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said bridge at the rate of .0116 per acre :—

Total acreage, 3,834.

(Estimate No. D 680, sanctioned February 23, 1924.)

Government moiety	Rs. 44.25
Private contributions	Rs. 44.69

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Geo. Beck (J. E. Baillie Hamilton)	Henfold and St. Regulas	570	6 63
F. A. & W. N. Fairlie (G. H. Callander)	Kowlahena and Conon	366	4 27
The Alliance Tea Co. of Ceylon, Ltd.	Gleneagles	222	2 60
Sumatravale Estates Co., Limited	Maria	297	3 47
The Dimbula Valley Tea Co., Ltd.	Lippakele	206	2 41

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
The Ceylon Estates Investment Association, Ltd.	Macduff	221	2 58
Ceylon Tea Plantations Company, Limited (S. E. James)	Tangakelle	910	10 58
The Vellekelle Tea Co.	Ouvahkellie	593	6 90
The Dimbula Valley Tea Company	Elgin	291	3 40
Do.	Kellyhill	158	1 85
	<b>Total</b>	<b>44 69</b>	

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 25, 1924.

Amount to be recovered on account 1923-24 .. 44 69

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, May 12, 1924.

**Norton-Carolina Branch Road.**(From Carolina Estate, 11th mile, Ambegamuwa to Norton Bridge.)  
(Norton Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Norton bridge on the 6th mile of the above road for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," has assessed the under-mentioned estates to make up the private contributions at the rate of .03935c. per acre :—

(Estimate No. D 680, sanctioned February 23, 1924.)

Government moiety	Rs. 217.50
Private contributions	Rs. 219.68

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Alliance Tea Co. (E. C. Cameron)	Aberdeen	480	18 89
H. E. Prettijohn (E. Ware)	Norton	336	13 22
Hon. Mr. T. E. de Sampayo and L. B. Fernando (B. J. A. Carrim)	Hardenhuish and Ellaoya	477	18 77
H. A. Grigg (S. H. Grigg)	Lammermoor	187	7 36
H. A. Grigg and W. J. Hamilton (S. H. Grigg)	Laxapanagalla	344	13 54
Do.	Theberton	191	7 52
Fred. Clark (S. H. Grigg)	Elfindale	640	25 19
H. A. Grigg	Galawatta	176	6 93
H. E. Prettijohn (E. Ware)	Donnybrook	375	14 76
Hon. Mr. T. E. de Sampayo (B. J. A. Carrim)	Glengariff	338	13 30
Eastern Produce & Estates Company, Ltd. (C. G. Spiller)	Dandakelewa and Vellaioya	1,881	74 2
T. R. de Jersey Lovell (C. E. Cameron)	Green Hayes	157	6 18
	<b>Total</b>	<b>219 68</b>	

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 25, 1924.

N.B.—Private contributions .. 219 68

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, May 12, 1924.

**Norton-Carolina Branch Road.**

(From Carolina Estate, 11th mile, Ambegamuwa to Norton Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions:—

(Estimate No. D 172, sanctioned on November 26, 1923.)

Government moiety	Rs. 2,340.00
Private contributions	Rs. 2,363.40

1st to 3rd section, 1½ mile.

Total acreage, 7,426—Moiety of cost, Rs. 689.68—  
Sectional rate, .09287c.—Total rate, .09287c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
T. E. Earle (R. Bennett)	St. Aubins	336	31 22
Carolina Tea Company (S. P. Blackmore)	Dotiagalla	181	16 81

1st to 5th section, 2½ miles.

Total acreage, 6,909—Moiety of cost, Rs. 459.80—  
Sectional rate, .6655c.—Total rate, .15942c.

Scottish Ceylon Tea Company, Limited (V. O. Fuller)	Lonach and Benachie	759	121 0
---	---------------------	-----	-------

1st to 8th section, 4 miles.

Total acreage, 6,150—Moiety of cost, Rs. 689.68—  
Sectional rate, .11214c.—Total rate, .27156c.

A. H. and E. P. Harding (R. H. Downall)	Killin	307	83 37
--	--------	-----	-------

1st to 9th section, 4½ miles.

Total acreage, 5,843—Moiety of cost, Rs. 229.90—  
Sectional rate, .03934c.—Total rate, .31090c.

A. H. and E. P. Harding (R. H. Downall)	Comar	261	81 16
--	-------	-----	-------

1st to 10th section, end of road, 5¼ miles.

Total acreage, 5,582—Moiety of cost, Rs. 344.84—  
Sectional rate, .06177c.—Total rate, .37267c.

Alliance Tea Co. (E. C. Cameron)	Aberdeen	480	178 90
H. E. Prettijohn (E. Ware)	Norton	336	125 22
Hon. Mr. T. E. de Sarnando (B. J. A. Carrim)	Hardenhuish and Ellaoya	477	177 78
H. A. Grigg (S. H. Grigg)	Lammermoor	187	69 70
H. A. Grigg and W. J. Hamilton (S. H. Grigg)	Laxapanagalla	344	128 20
Do.	Theberton	191	71 18
Fred. Clerk (S. H. Grigg)	Elfindale	640	238 52
H. A. Grigg	Galawatta	176	65 60
H. E. Prettijohn (E. Ware)	Donnybrook	375	139 76
Hon. Mr. T. E. de Sarnando (B. J. A. Carrim)	Glengariffe	338	125 97
Eastern Produce & Estates Company, Ltd. (C. G. Spiller)	Dandukelewa and Vellaioya	1,881	701 0
T. R. de Jersey Lovell (C. E. Cameron)	Green Hayes	157	58 51
<b>Total</b>		<b>2,413</b>	<b>90</b>

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 25, 1924.

N.B.—Private contributions	Rs. c.
Add excess, 1922-23	2,363 40
	94 70
	2,458 10
Deduct balance unexpended 1922-23	44 20
	2,413 90

W. L. KINDERSLEY,

Provincial Road Committee's Office,  
Kandy, May 12, 1924.

**Norton-Carolina Branch Road.**(From Carolina Estate, 11th mile, Ambegamuwa to Norton Bridge.)  
(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," have assessed the under-mentioned estates to make up the private contributions:—

(Estimate No. 68, sanctioned on November 27, 1923.)

Government moiety	Rs. 800.00
Private contributions	Rs. 820.00

Total acreage, 7,426—Rate per acre, .11042c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
T. E. Earle (R. Bennett)	St. Aubins	336	37 10
Carolina Tea Company (S. P. Blackmore)	Dotiagalla	181	19 99
Scottish Ceylon Tea Company, Limited (V. O. Fuller)	Lonach and Benachie	759	83 81
A. H. and E. P. Harding (R. H. Downall)	Killin	307	33 90
Do.	Comar	261	28 82
Alliance Tea Co. (E. C. Cameron)	Aberdeen	480	53 0
H. E. Prettijohn (E. Ware)	Norton	336	37 10
Hon. Mr. T. E. de Sarnando (B. J. A. Carrim)	Hardenhuish and Ellaoya	477	52 67
H. A. Grigg (S. H. Grigg)	Lammermoor	187	20 65
H. A. Grigg and W. J. Hamilton (S. H. Grigg)	Laxapanagalla	344	37 99
Do.	Theberton	191	21 9
Fred. Clerk (S. H. Grigg)	Elfindale	640	70 67
H. A. Grigg	Galawatta	176	19 44
H. E. Prettijohn (E. Ware)	Donnybrook	375	41 41
Hon. Mr. T. E. de Sarnando (B. J. A. Carrim)	Glengariffe	338	37 32
Eastern Produce & Estates Company, Ltd. (C. G. Spiller)	Dandukelewa and Vellaioya	1,881	207 70
T. R. de Jersey Lovell (C. E. Cameron)	Green Hayes	157	17 34
<b>Total</b>		<b>820</b>	<b>0</b>

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 25, 1924.

W. L. KINDERSLEY,

Provincial Road Committee's Office,  
Kandy, May 12, 1924.

**Huluganga-Bambraela Branch Road.**  
(Lebanon-oya Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions at the rate of .0539c. Total acreage 2,199:—  
(Estimate No. D 649, sanctioned on December 14, 1923).

Government moiety	Rs. 122.60
Private contributions	Rs. 123.83

6th section.		Amount.	
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Heirs of Marie Kangany	Knuckles Group	1,349	72 72
G. G. Ross Clarke	Katoolya Gangamulla	850	45 82
Total			118 54

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 25, 1924.

N.B.—Private contribution	Rs. c.
Unexpended balance	123 83
	5 29
	118 54

W. L. KINDERSLEY,  
Provincial Road Committee's Office,  
Kandy, May 12, 1924. Chairman.

**Huluganga-Bambraela 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 above road for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 90 of November 11, 1923.)

Government moiety	Rs. 1,408.50
Private contributions	Rs. 1,422.58

1st section, ½ mile.		Amount.	
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
S. K. Dawood Saibo	Tharnagala Group	28	0 62
I. I. Vanderspaar	Hulugangawatta and Galagoda- watta	121	2 63
C. B. Clay	Mahaousa	610	13 24
Messrs. Brooke Bond & Co.	Allacolla and Over- dale	650	14 11
Do.	Ratnatenna	460	9 99
Mrs. Woods	Kandekattia	600	13 3

1st to 3rd section, 2½ miles.

Total acreage, 6,322—Moiety of cost, Rs. 763—
Sectional rate, .12068c.—Total rate, .14237c.

Heirs of G. Punchi- hamine		Amount.	
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Marie Kangany	Wawakanatta- watta	22	3 14
Do.	Tallagoya Marie's Land and Florence	654	93 12

Proprietors or Agents.		Estates.		Acreage.		Amount.	
						Rs. c.	
General Ceylon Rubber and Tea Estates, Ltd. (M. Martin Smith, Agent; F. J. Littleohn, Manager)		Gomera Old and New		844		120 17	
Pana Sidambram Kangany		Galboda		230		32 76	
E. R. Cox		Baddegama		188		26 78	
E. C. Woolley		Old Tunisgala		435		61 94	

1st to 4th section, 3 miles.

Total acreage, 3,949—Moiety of cost, Rs. 190.75—
Sectional rate, .04830c.—Total rate, .19067c.

Maekwood & Co.	Halgalla and Madakelle	652	124 33
----------------	------------------------	-----	--------

1st to 5th section, 3½ miles.

Total acreage, 3,297—Moiety of cost, Rs. 190.75—
Sectional rate, .05785c.—Total rate, .24852c.

Heirs of Marie Kangany	Lebanon Group	1,098	272 88
------------------------	---------------	-------	--------

1st to 6th section, 4½ miles.

Total acreage, 2,199—Moiety of cost, Rs. 286.25—
Sectional rate, .13017c.—Total rate, .37869c.

Heirs of Marie Kan- gany		Amount.	
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
G. G. Ross Clarke	Knuckles Group Katoolya Gangamulla	1,349	510 86
		850	321 90
Total			16,21 50

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 25, 1924.

N.B.—Private contributions	Rs. c.
Excess, 1920-21	1,422 58
Excess, 1922-23	19 21
	7 59

Unexpended balance of flood damages, 1922-23	1,622 38
	0 88
	1,621 50

W. L. KINDERSLEY,  
Provincial Road Committee's Office,  
Kandy, May 12, 1924. Chairman.

**Huluganga-Bambraela 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," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 645 of January 1, 1924.)

Government moiety	Rs. 112.50
Private contributions	Rs. 115.31

Total acreage, 8,791—Rate per acre, .01311c.

Proprietors or Agents.		Estates.		Acreage.		Amount.	
						Rs. c.	
S. K. Dawood Saibo	Tharnagala Group	28	0 25				
I. I. Vanderspaar	Hulugangawatta and Galgoda- watta	121	1 60				
C. B. Clay	Mahaousa	610	8 1				
Messrs. Brooke Bond & Co.	Allacolla and Over- dale	650	8 53				
Do.	Ratnatenna	460	6 4				

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Mrs. Woods	Kandekettia	600	7 88
Heirs of G. Punchi-hamine	Wawakanattawatta	22	0 30
Marie Kangany	Tallagoya	654	8 59
Do.	Marie's Land and Florence		
General Ceylon Rubber and Tea Estates, Ltd. (M. Martin Smith, Agent; F. J. Littlejohn, Manager)	Gomera Old and New	844	11 8
Pana Sidambram Kangany	Galboda	230	3 3
E. R. Cox	Baddegama	188	2 48
E. C. Woolley	Old Tunisgala	435	5 71
Mackwood & Co.	Halgalla and Madakelle	652	8 56
Heirs of Marie Kangany	Lebanon Group	1,098	14 40
Heirs of Marie Kangany	Knuckles Group	1,349	17 70
G. G. Ross Clarke	Katoologya	850	11 15
Do.	Gangamulla		
Total			115 31

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 25, 1924.

Rs. c.  
Amount to be recovered on account, 1923-24 .. 115 31

W. L. KINDERSLEY,  
Provincial Road Committee's Office,  
Kandy, May 12, 1924. Chairman.

#### Huluganga-Bambraela Branch Road. (Huluganga and Dalook-oya Bridges.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridges for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions at the rate of .02442c. per acre. Total acreage 8,791:—

(Estimate No. D 629, sanctioned on December 14, 1923.)

Government moiety .. Rs. 227 40  
Private contributions .. Rs. 229 67

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
S. K. Dawood Saibo	Tharnagala Group	28	0 70
I. I. Vanderspaar	Hulugangawatta and Galgodawatta	121	3 2
C. B. Clay	Mahousa	610	15 20
Messrs. Brooke Bond & Co.	Allacolla and Overdale	650	16 20
Do.	Ratnatenna	460	11 47
Mrs. Woods	Kandekattia	600	14 95
Heirs of G. Punchi-hamine	Wawakanattawatta	22	0 55
Marie Kangany	Tallagoya	654	16 30
Do.	Marie's Land and Florence		
General Ceylon Rubber & Tea Estates, Ltd. (M. Martin Smith, Agent; F. J. Littlejohn, Manager)	Gomera Old and New	844	21 3

Proprietors or Agents.	Estate.	Acreage.	Amount. Rs. c.
Pana Sidambaran Kangany	Galboda	230	5 73
E. R. Cox	Baddegama	188	4 69
E. C. Woolley	Old Tunisgalla	435	10 84
Mackwood & Co.	Halgalla and Madakelle	652	16 25
Heirs of Maira Kangany	Lebanon Group	1,098	27 36
Do.	Knuckles Group	1,349	33 62
G. G. Ross Clarke	Katoologya	850	21 18
Do.	Gangamulla		
Total			219 9

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 25, 1924.

Rs. c.  
N. B.—Private contributions .. 229 67  
Deduct unexpended balance, 1922-23 .. 10 58  
Amount to be recovered on account, 1923-24 .. 219 9

W. L. KINDERSLEY,  
Provincial Road Committee's Office,  
Kandy, May 12, 1924. Chairman.

#### Wanarajah Branch Road (between Wanarajah Bridge and Claverton Store).

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 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. 1,890 00  
Private contributions .. Rs. 1,908 90

##### 1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Wanarajah Tea Company of Ceylon, Ltd.	Wanarajah	345

##### 1st and 2nd sections, 2 miles.

South Wanarajah Tea Estates Co. (A. F. White)	South Wanarajah	250
---	-----------------	-----

##### 1st to 4th section, 4 miles.

Ceylon Proprietary Company	Summerville	239
R. D. Kershaw	Blair Athol	306
Executors of M. V. Aranasalam		
Retty Cangany	Carfax	298
K. Rollo and Mrs. Mercer	Gorthie	308
Whittall & Co.	Dunkeld	237
Castlereagh Estate Company	Castlereagh	511
Whittall & Co.	Bauff	211
Do.	Elstree	167
Lethenty Tea Estates Company (E. H. B. Norrish)	Lethenty and Essex	320
Do.	Marlborough	258
Do.	Blairgowrie	114

##### 1st to 6th section, 4.50 miles.

Lethenty Tea Estates Company (E. H. B. Norrish)	Claverton	198
Uplands Tea Estates of Ceylon	Osborne	441
Lethenty Tea Estates Company (E. H. B. Norrish)	Broad Oak	306

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, May 12, 1924.

#### Alawatugoda-Ancoombra Estate Cart Road.

(Maintenance, 1924.)

NOTICE is hereby given that the report of the Local Committee having been received, and an estimate amounting to Rs. 8,876 having been approved for the maintenance of the above road for the year 1924, the Provincial Road Committee, in accordance with the provisions of sections 24 and 19 of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, June 14, 1924, at 10.15 A.M., at their office in Kandy, proceed to assess the proportion due by each of the following estates to make up the contribution:—

Proprietors or Agents.	Estates.	Acreage.
1st section, 26 chains.		
R. S. Agar and J. R. Hamilton; G. J. Carter (Superintendent).	Craingilt	.. 351½
1st and 2nd sections, 87 chains.		
Syston Estates Co. (George Steuart & Co., Agents; C. E. Hamilton, Superintendent)	Syston	.. 169
1st and 3rd sections, 106 chains.		
J. A. Mc A'listar (Aitkin, Spence & Co., Agents; J. Taylor, Superintendent)	Barton	.. 85
1st to 4th section, 160 chains.		
Syston Estate Company (George Steuart & Co., Agents; C. E. Hamilton, Superintendent)	Syston	.. 173
1st to 5th section, 200 chains.		
H. L. Cameron and R. R. Jenkyns (George Steuart & Co., Agents; W. H. L. Cameron, Superintendent)	Velana	.. 187
R. R. Jenkyns and H. L. Cameron (George Steuart & Co., Agents; W. H. L. Cameron, Superintendent)	Wallsend	.. 83
E. H. Wijenaike, Colombo street, Kandy	Hapugolla	.. 107*
1st to 9th section, 484 chains.		
Kandy Hills Co., Ltd. (Carson & Co., Ltd., Agents; M. E. Finlanson, Superintendent)	Pansalatenna	.. 234
1st to 10th section, 548 chains.		
Kandy Rubber and Tea Estates, Ltd. (Messrs. Lee, Hedges & Co., Ltd., Colombo, Agents; H. Orloff Combe, Superintendent)	Ancoombra Group	822
Doolgalla (Ceylon) Rubber Estates, Ltd. (Aitken, Spence & Co., Agents; A. C. Morgan, Superintendent)	Parawatta	.. 348
The Keppitiagalla Rubber Estates, Ltd., A. C. Morgan (Agents, Harrison & Crosfield, Ltd., Colombo)	Nargolla	.. 169
E. H. Wijenaike, Colombo street, Kandy	Hapugolla	.. 107†

\* Half assessment for 1st to 5th section.

† Half assessment for 1st to 10th section.

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, May 12, 1924.

#### Preston Junction-Agra Branch Road.

(Between Preston Junction and end of Agra Road.)  
(Waverly Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above bridge for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions at the rate of .0074 per acre:—

Total acreage, 5,609.

(Estimate No. D 680, sanctioned February 23, 1924.)

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Government moiety			Rs. 41 25
Private contributions			Rs. 41 66
Ceylon Tea Plantations Co., Limited (F. Lushington)	Waverly	.. 157	.. 1 18
Glasgow Estate Company, Ltd.	Nithsdale	.. 242	.. 1 80
Portmore Tea Estates Co., Ltd.	Portmore	.. 311	.. 2 32
Do.	Aldourie	.. 269	.. 2 0
Lutyens Bros. (A. L. Scott)	Mornington	.. 417	.. 3 10
Ceylon Tea Plantations Co., Limited	Ardallie	.. 209	.. 1 57
Heirs of T. Mackie and P. Moir (W. B. Bartlett).	Lot 112, 364 Powysland	.. 165	.. 1 24
Balmoral Ceylon Estates Co., Limited	Sandringham and Yavale	.. 542	.. 4 3
New Dimbula Company, Ltd.	Diyagama	.. 3,125	.. 23 14
Heirs of J. M. Sayres	Nuthourne	.. 172	.. 1 28
			Total .. 41 66

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 25, 1924.

Amount to be recovered on account 1923-24 . 41 66

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman,  
Kandy, May 12, 1924.

#### Ulapane-Riverside 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 sums for the maintenance of the above road for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 122, sanctioned November 26, 1923.)

Government moiety .. Rs. 1,314 00  
Private contributions .. Rs. 1,327 14

1st to 2nd section, 1 mile.

Total acreage, 2,142—Moiety of cost, Rs. 309 30—  
Sectional rate, .1443c.—Total rate, .1443c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Mahavilla	.. 321	.. 46 35
Do.	Weliganga and Halgolla	.. 204	.. 29 46

Proprietors or Agents.	Estates.	Acreage.	Amount.	
			Rs.	c.
Vailoo Cangany	Mahugahena..	65 ..	9	40
Messrs. Lee, Hedges & Co. and H. C. Lankester	Kanapediwatta	527 ..	76	7
Korale Estates Co., Messrs. Brooke Bond & Co. and R. Wynn Mayo	Riverside	.. 390 ..	56	30
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	.. 98 ..	14	16
Do.	Nugawella	.. 191 ..	27	59
Do. and T. A. Griffiths	Denmark	.. 150 ..	21	67
Messrs. Gordon Frazer & Co.	Oolapane	.. 196 ..	28	30
			309	30

3rd section,  $\frac{1}{2}$  mile.

Total acreage, 1,946—Moiety of cost, Rs. 154 65—  
Sectional rate, 0794c.—Total rate, 0794c.

Proprietors or Agents.	Estates.	Acreage.	Amount.	
			Rs.	c.
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Mahavilla	.. 321 ..	25	50
Do.	Weliganga and Halgolla	.. 204 ..	16	21
Messrs. Lee, Hedges & Co. and H. C. Lankester	Kanapediwatta	527 ..	41	87
Vailoo Cangany	Mahugahena..	65 ..	5	18
Korale Estates Co., Messrs. Brooke Bond & Co., and R. Wynn Mayo	Riverside	.. 390 ..	30	98
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	.. 98 ..	7	80
Do.	Nugawella	.. 191 ..	15	18
Do. and T. A. Griffiths	Denmark	.. 150 ..	11	93
			154	65

4th, 5th, and 6th sections,  $1\frac{1}{2}$  mile.

Total acreage, 1,271—Moiety of cost, Rs. 463 95—  
Sectional rate, 3650c.—Total rate, 3650c.

Proprietors or Agents.	Estates.	Acreage.	Amount.	
			Rs.	c.
Messrs. Lee, Hedges & Co. and H. C. Lankester	Kanapediwatta	527 ..	192	36
Vailoo Cangany	Mahugahena..	65 ..	23	73
Korale Estates Co., Messrs. Brooke Bond & Co., and R. Wynn Mayo	Riverside	.. 390 ..	142	36
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	.. 98 ..	35	78
Do.	Nugawella	.. 191 ..	69	72
			463	95

7th, 8th, and 9th sections, 1.32 mile.

Total acreage, 679—Moiety of cost, Rs. 408 33—  
Sectional rate, 6013c.—Total rate, 6013c.

Proprietors or Agents.	Estates.	Acreage.	Amount.	
			Rs.	c.
Korale Estates Co., Messrs. Brooke Bond & Co., and R. Wynn Mayo	Riverside	.. 390 ..	234	53
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	.. 98 ..	58	94
Do.	Nugawella	.. 191 ..	114	86
			408	33

Abstract.		Rs.	c.
Mahavilla estate	..	71	85
Weliganga and Halgolla	..	45	67
Kanapediwatta	..	310	30
Riverside	..	464	17
Dambagalla	..	116	68
		1,336	23

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 25, 1924.

	Rs.	c.
N.B.—Private contributions	..	1,327 14
Excess, 1922–23	..	9 9
Amount to be recovered on account 1923–24	..	1,336 23

W. L. KINDERSLEY,  
Provincial Road Committee's Office,  
Kandy, May 12, 1924.

#### Ulapane-Riverside Branch Road. (Ulapane Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge, situated on 2nd section of the road, for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions, as follows:—

(Estimate No. D 680, sanctioned February 23, 1924.)

Government moiety	..	Rs. 140 00
Private contributions	..	Rs. 141 40

Total acreage, 1,946—Rate per acre, 0715c.

Proprietors or Agents.	Estates.	Acreage.	Amount.	
			Rs.	c.
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Mahavilla	.. 321 ..	22	96
Do.	Weligama and Halgolla	.. 204 ..	14	60
Do.	Denmark	.. 150 ..	10	73
Messrs. Lee, Hedges & Co. and H. C. Lankester	Kanapediwatta	527 ..	37	69
Vailoo Cangany	Mahugahena	.. 65 ..	4	65
Korale Estates Co., Messrs. Brooke Bond & Co., and R. Wynn Mayo	Riverside	.. 390 ..	27	90
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	.. 98 ..	7	1
Do.	Nugawella	.. 191 ..	13	66
			139	20

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 25, 1924.

	Rs.	c.
Private contributions	..	141 40
Unexpended balance, 1922–23	..	2 20

Amount to be recovered on account 1923–24 .. 139 20

W. L. KINDERSLEY,  
Provincial Road Committee's Office,  
Kandy, May 12, 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

**1st section, 1 mile.**

Proprietors and Agents.	Estates.	Acreage.
D. M. Rajapakse	Deniyaya	609
1st & 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 638½
Do.	Gongalla	574
E. C. Gunatilleke	Longford	257
M. S. Furlong	Dambehene	70
W. Denoris Silva	Iluktenne	36
Total Acreage		6,006½

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

T. B. RUSSELL,  
Chairman.  
Provincial Road Committee Office,  
Galle, April 29, 1924.

**Flood Damages, Haputale-Dambattenne Branch Road.**

NOTICE is hereby given that the Governor, with the advice of the Legislative Council, having agreed to grant a moiety for the cost of removing slip on 2nd mile of the under-mentioned road, the Provincial Road Committee, Uva, acting under the provisions of "The Branch Roads Ordinance, 1896" have assessed the proportion due by each estate in the district interested in the said work as follows:—

**HAPUTALE-DAMBATTENNE ROAD.**

Government moiety	Rs. 255.25
Private contribution	Rs. 265.46

Total acreage, 3,572—Rate per acre 7.43c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
Lanka Tea Plantation Co.	Thotulagala	556	Rs. 41.32
Ceylon Tea Plantation Co.	Pitara malie	1,605	119.28
Liptons, Ltd.	Dambattenne	1,411	104.86
Total			265.46

The proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Provincial Road Committee, Uva, the above sums on or before May 31, 1924.

R. A. G. FESTING,  
Chairman.  
Provincial Road Committee's Office,  
Badulla, May 10, 1924.

**Election of European Member, District Committee, Kegalla.**

NOTICE is hereby given that under the 35th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European Member of the District Committee of Kegalla, for the remainder of the term ending December 31, 1924, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Province of Sabaragamuwa at least 10 days before the day of election. The election will be held on Friday, May 30, 1924, at 2 P.M., at the Kegalla Kachcheri.

G. F. R. BROWNING,  
Chairman.  
Provincial Road Committee,  
Ratnapura, May 12, 1924.

**NOTICE TO MARINERS.**

**Ceylon South Coast—Bell Buoy.**

WITH reference to notice to Mariners—Ceylon South Coast, Bell Buoy, of March 24, 1924, the latitude and longitude shown therein should be amended to read—

Latitude, 6° 0' 20" North.  
Longitude, 80° 13' 15" East.

Master Attendant's Office,  
Colombo, May 7, 1924.

G. F. HOLE, Lieut.-Commander, R.N.,  
Master Attendant.

THE following is published for general information:—

The Master, ss. "Umvuma" reports that at noon, May 7, 1924, D. R. position latitude 5° 31' N., longitude 78° 45' E., he noticed discolouration of the water. Three soundings were taken with the following results:—

(1) 38 fathoms—Dark sand and white shell with indications of rock.

(2) 34 fathoms—Dark sand and white shell with indications of rock.

(3) No bottom at 100 fathoms.

G. F. HOLE, Lieut.-Commander, R.N.,  
Master Attendant.

Master Attendant's Office,  
Colombo, May 12, 1924.

## LOCAL BOARD NOTICES.

LOCAL BOARD, KEGALLA.		
Estimate of Probable Revenue and Expenditure for 1924.		
REVENUE.	Amount.	Total.
	Rs. c.	Rs. c.
A.—General Revenue:—		
(1) Local taxation:—		
(a) Property tax ..	4,713 0	
(b) Vehicles and animals tax ..	1,060 0	
(c) Other, taxes and licenses ..	50 0	
		5,823 0
(2) Refunds and grants—		
(a) Stamp duties ..	1,547 0	
(b) Liquor licenses ..	705 0	
(c) Police tax ..	1,400 0	
(d) Opium ..	678 97	
(e) Other, fines by Court, &c. ..	295 0	
		4,625 97
B.—Thoroughfares:—		
(1) Labour tax ..	1,800 0	
		1,800 0
C.—Board lands and buildings ..	—	453 0
D.—Public Health:—		
(1) General, fines, &c. ..	15 0	
(2) Slaughter-houses and cattle pounds ..	450 0	
(3) Markets ..	943 0	
		1,408 0
E.—Parks and public recreation ..	—	74 0
F.—Cemeteries ..	—	70 0
G.—Dogs ..	—	50 0
		14,303 97
Balance brought forward ..		5,566 17
		19,870 14

Local Board Office,  
Kegalla, May 6, 1924.

EXPENDITURE.	Amount.	Total.
	Rs. c.	Rs. c.
General Expenditure:—		
(1) Salaries ..	2,067 96	
(2) Establishment expenses ..	1,399 66	
		3,467 62
B.—Thoroughfares:—		
(1) Maintenance, &c. ..	2,818 50	
(2) Lighting ..	1,335 0	
		4,153 50
C.—Board lands and buildings ..	—	1,710 0
D.—Public Health:—		
(1) General expenditure ..	870 0	
(2) Scavenging ..	1,655 0	
(3) Conservancy ..	640 0	
(4) Slaughter-houses and cattle pound ..	75 0	
(5) Water supply ..	25 0	
(6) Hospitals ..	75 0	
(7) Markets ..	100 0	
(8) Construction of new public latrine ..	2,000 0	
		5,440 0
E.—Parks and public recreation ..	—	441 0
F.—Cemeteries ..	—	200 0
G.—Education ..	—	90 0
		15,502 12
Estimated balance ..		4,368 2
		19,870 14

J. R. WALTERS,  
Chairman.

## TRADE MARKS NOTICES.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,118.
- (2) Date of Receipt: March 14, 1924.
- (3) Applicant (Proprietor of the Trade Mark): MULLA MUSAJEE HASENALLY & CO., 30 Old Butcher street, Colombo; Merchants.
- (4) Address for service in the Island, if any:—
- (5) Class: Forty-eight.
- (6) Goods: Perfumed scent, soap, and powder.
- (7) Mark:



The essential particular of the Trade Mark is the device.

Registrar-General's Office,  
Colombo, April 16, 1924.

H. W. CODDRINGTON,  
Registrar-General.

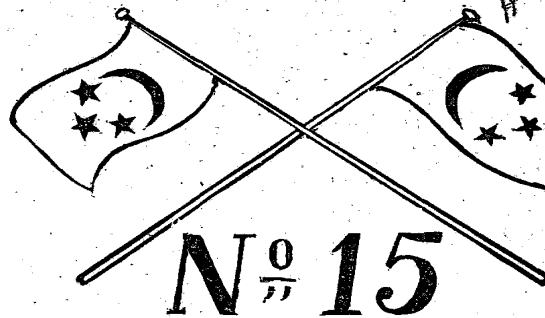
IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,117.

- (2) Date of Receipt: March 13, 1924.

(3) Applicant (Proprietor of the Trade Mark): DARLEY BUTLER & COMPANY, LIMITED (a Company incorporated under the Joint Stock Companies Ordinance, 1861), No. 9, Queen street, Fort, Colombo; Merchants.

- (4) Address for service in the Island, if any:—
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:



The essential particular of the Trade Mark is the distinctive device, and no claim is made to the exclusive use of the abbreviation and numerals "No. 15."

Registrar-General's Office,  
Colombo, May 7, 1924.

H. W. CODDRINGTON,  
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. 3,128.
- (2) Date of Receipt: April 17, 1924.
- (3) Applicant (Proprietor of the Trade Mark): FLANGER, WATSON, & HARRIS, LIMITED (a Company registered under the laws of the United Kingdom of Great Britain and Ireland), The Old Court-house, Wellesloe Square, London E., England; and Stoneferry Works, Hull, England; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: One.
- (6) Goods: Paints, colours, enamels, varnishes, stains, japans, lacquers, distempers, anti-corrosive and anti-fouling compositions, anti-corrosive oils, white lead, and white zinc.
- (7) Mark:



The essential particulars of the Trade Mark are the distinctive device, and the words "THE LADY," and no claim is made to the exclusive use of the word "BRAND."

Registrar-General's Office,  
Colombo, May 14, 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. 3,130.
- (2) Date of Receipt: April 28, 1924.
- (3) Applicant (Proprietor of the Trade Mark): D. & W. GIBBS, LIMITED (a Company registered under the laws of the United Kingdom of Great Britain and Ireland), City Soap Works, High street, Wapping, London E., England; Soap Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Forty-eight.
- (6) Goods: Perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap).
- (7) Mark:

The essential particular of the Trade Mark is the word "GIBBS."

Registrar-General's Office,  
Colombo, May 14, 1924.

H. W. CODRINGTON,  
Registrar-General.

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

### Trade or Business of Auctioneers.

THE following person was licensed during the month of April to carry on the trade or business of Auctioneers within the limits of the Panadure Urban District Council area for the year 1924, and his name is published, in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922:—

1. Tantarige Manis Ruberu.

The Urban District Council Office,  
Panadure, May 7, 1924.

M. H. JAYATILLEKE,  
for Chairman.

## SALES OF TOLL AND OTHER RENTS.

### Re-sale of Mannar Ferry Toll Rent.

NOTICE is hereby given that on Thursday, May 29, 1924, at 11 A.M., will be put for sale, at the Mannar Kachcheri, at the risk of the original purchaser, for the period mentioned below, the unde-mentioned toll rent of the Northern Province, the original purchaser of which may have failed to pay on or before the date the instalments for the months of March and April, 1924, or any part thereof that may be due and owing on that date.

The purchaser at the re-sale should deposit one-tenth of the purchase amount on the day of sale.

If the rent is not disposed of at the re-sale, action will be taken against the defaulter, in terms of the provision of the Ordinance No. 21 of 1905.

Period: From June 1 to September 30, 1924.

Ferry—Mannar.

C. L. WICKREMESINGHE,  
Assistant Government Agent.

Mannar, May 13, 1924.