

# Ceylon Government Gazette

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## Part I. — General.

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### PROCLAMATIONS.

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

#### PROCLAMATION.

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

CECIL CLEMENTI.

KNOW Ye that We, the Officer Administering the Government of Ceylon, in the exercise of the powers vested in Us by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village community of Haldanduwana, Bujjampola, Mohottimulla, Katukenda, Katukende Duraya's division, Bandirippuwa, Gonawila, Godella, and Dankotuwa, in Otara palata central of Pitigal korale south of the Chilaw District, in the North-Western Province.

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

By His Excellency's command,

E. B. ALEXANDER,  
Acting Colonial Secretary.

GOD SAVE THE KING.

#### SCHEDULE.

Lots 13A and 13B in preliminary plan 4,812, called Urukanukele, containing in extent 17 acres 3 roods and 10 perches, situated in the villages Haldanduwana and Bujjampola, in Otara palata, in Pitigal korale south of Chilaw District, in the North-Western Province; and bounded on the north by the Gansabhawa road from Kirimetiya to Etiyawala, on the east by lot 13c in preliminary plan 4,812, on the south by lot 13 in preliminary plan 4,812, and on the west by lot 17 in preliminary plan 4,812, title plan 146,162, and lot 16 in preliminary plan 4,812.

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

PROCLAMATION.

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

CECIL CLEMENTI.

KNOW Ye that We, the Officer Administering the Government of Ceylon, in exercise of the powers in Us vested by section 256 (g) of "The Criminal Procedure Code, 1898," as amended by Ordinances No. 8 of 1913 and No. 31 of 1919, do hereby exempt from service as Jurors in the Supreme Court the persons for the time being holding the following offices in the Government Analyst's Department:—

Government Analyst, Assistant Government Analyst, Clerks, and Sub-Assistants.

Given at Colombo, in the said Island of Ceylon, this Eighteenth day of July, in the year of our Lord One thousand Nine hundred and Twenty-five.

By His Excellency's command,

E. B. ALEXANDER,  
Acting Colonial Secretary.

GOD SAVE THE KING.

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

PROCLAMATION.

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

CECIL CLEMENTI.

KNOW Ye that We, the Officer Administering the Government, by virtue of the powers in Us vested by section 55 of "The Courts Ordinance, No. 1 of 1889," have been pleased to appoint that an Additional District Court for the District of Kalutara shall be holden at the Town Hall, Kalutara, on July 24, 1925.

Given at Colombo, in the said Island of Ceylon, this Eighteenth day of July, in the year of our Lord One thousand Nine hundred and Twenty-five.

By His Excellency's command,

E. B. ALEXANDER,  
Acting Colonial Secretary.

GOD SAVE THE KING.

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

PROCLAMATION.

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

CECIL CLEMENTI.

WHEREAS by sub-section (4) of section 94 of Ordinance No. 10 of 1861, as amended by section 7 of Ordinance No. 23 of 1910, it is enacted that it shall be lawful for the Governor, with the advice of the Executive Council, by Proclamation to declare that the provisions of the said sub-section (4) of the aforesaid Ordinance shall extend and be applicable to any road in this Colony, or to any section of such road, whenever it shall appear to the Governor and Council that a sufficient number of halting places have been constructed along the same:

And whereas it appears to Us, the Officer Administering the Government and Council, that a sufficient number of halting places have been constructed along the roads, or sections of roads, specified in the schedule hereto and lying within the Colony.

Now know Ye that We, the Officer Administering the Government, in exercise of the powers in Us vested as aforesaid, and with the advice of the Executive Council, do hereby declare that the provisions of sub-section (4) of section 94 of the said Ordinance shall extend and be applicable to the roads or sections of roads mentioned in the said schedule as from and after the date hereof.

Given at Kandy, in the said Island of Ceylon, this Twenty-second day of July, in the year of our Lord One thousand Nine hundred and Twenty-five.

By His Excellency's command,

E. B. ALEXANDER,  
Acting Colonial Secretary.

GOD SAVE THE KING.

## SCHEDULE.

List of Roads on which there are sufficient Halting Places for Proclamation in terms of Sub-section (4) of Section 94 of Ordinance No. 10 of 1861.

WESTERN PROVINCE.  
*Colombo District.*

- (1) Grandpass to 34th mile, Kandy road.
- (2) Grandpass to Toppu road.
- (3) Grandpass to Avissawella road.
- (4) Urugodawatta road.
- (5) Veyangoda-Bulatwedeniya road.
- (6) Galle road.

*Negombo District.*

- (7) Ja-ela to Kotadeniya road.
- (8) Girulla to Pasyala road.
- (9) Negombo-Veyangoda road.
- (10) Minuwangoda to Henaratgoda.
- (11) Walbotale to Keenadeniya road.

*Kalutara District.*

- (12) 25th mile, Galle road to Bentota.
- (13) Horana-Pelawatta road.
- (14) Nagoda-Kalawellawa road.
- (15) Anguruwatota ferry to Alutgama.

CENTRAL PROVINCE NORTH.

*Kandy District.*

- (16) Peradeniya to Lewella ferry as far as Malabar street.
- (17) Katugastota to Queen's Hotel.
- (18) Approach roads to railway stations, Kandy District.

*Katugastota District.*

- (19) Gonawatta ferry to Rajawella.
- (20) Katugastota to Madulkele as far as Panwila, 13th milepost.
- (21) Madawela to Teldeniya and Nugatenna Gap.
- (22) Teldeniya to Duckwari bazaar.

*Matale District.*

- (23) Katugastota to Palapatwela.
- (24) Matale to Rattota.
- (25) Katugastota to Galagedara.
- (26) Wattagama to Ukuwela.
- (27) From junction of Hunasgiriya to Iriyagastenna.
- (28) Dotale road.

*Nalanda District.*

- (29) Palapatwela to Habarana.
- (30) Beligamuwa to Mirisgoni-oya.
- (31) Palapatwela to Galawela.
- (32) Galahenwatta to Yattawatta.

CENTRAL PROVINCE SOUTH.

*Pussellawa District.*

- (33) Peradeniya-Ramboda road.
- (34) Gampola to Nawalapitiya.
- (35) Pupuressa road.

*Dimbulla District.*

- (36) Dimbulla road, Nawalapitiya to Craigie Lea.
- (37) Craigie Lea to Lindula.
- (38) Lindula to Preston junction.
- (39) Preston junction to end of Agras road.
- (40) Talawakele-Watagoda road.
- (41) Lindula to Nanu-oya road.

*Dikoya District.*

- (42) Approach road to railway stations.
- (43) Carolina road.
- (44) Dikoya road, Nawalapitiya to Hatton bridge junction.
- (45) Dimbulla-Dikoya junction road.
- (46) Gimigathena to boundary of Province.
- (47) Strathdon-Fruithill road.
- (48) Dikoya-Maskeliya road from 21-27 to 33rd mile-stone.
- (49) Glenugie-Upcot road.
- (50) Dikoya road, Norwood bridge to Campion.
- (51) Bathford Valley road.
- (52) Maskeliya road, Maskeliya to Cruden.
- (53) Norwood-Upcot road.
- (54) Wanarajah road.
- (55) Annfield road.

NORTHERN PROVINCE.

*Pallai District.*

- (56) Kaitadi-Mankulam road.
- (57) Point Pedro-Kodikamam road.

EASTERN PROVINCE.

*Batticaloa District.*

- (58) Kalkudah road.
- (59) Madura-oya to Eravur.

*Trincomalee District.*

- (60) Trincomalee towards Anuradhapura.
- (61) Trincomalee to Kuchchaveli.

NORTH-WESTERN PROVINCE.

*Maho District.*

- (62) Wariyapola to Nikaweratiya, 13th to 26th miles inclusive.

*Puttalam District.*

- (63) Puttalam-Darmapola road, 1st to 17th miles inclusive.

*Chilaw District.*

- (64) Toppu to Battuluoya road, 27th to 50th miles.
- (65) Toppu to Madampe road.
- (66) Marawila to Dulkanawa road.
- (67) Wennappuwa to Kirimetiya road.

NORTH-CENTRAL PROVINCE.

*Anuradhapura District.*

- (68) Anuradhapura to Siyambalagama.
- (69) Kala-oya to Galagodahena, 22½ to 49½ miles.
- (70) Mirisgoni-oya to Galkandamadu (Anuradhapura to Rambawa, 1½ to 10½ miles).

*Mihintale District.*

- (71) Kala-oya to Galagodahena.
- (72) Mirisgoni-oya to Galkandamadu (76 to 83 miles) and Rambawa to Galkandamadu (88 to 105 miles).

*Maradankadawala District.*

- (73) Habarana-Topawewa road.
- (74) Habarana to Kituluttu.
- (75) Mirisgoni-oya to Galkandamadu (Mirisgoni-oya to Galkulam).
- (76) Kekirawa to Galawela.
- (77) Maradankadawala to Habarana.
- (78) Kekirawa-Ganewalpole road.

PROVINCE OF UVA.

*Badulla District.*

- (79) Badulla-Bandarawela road.
- (80) Kumbalwela-Passara road, miles 3, 5, 8, 11.
- (81) Naula-Spring Valley road, 1st mile only.
- (82) Taldena road, 7th mile.

*Passara District.*

- (83) Road from Badulla to Batticaloa, miles 0-12 and 38-47.
- (84) Road from Bibile to Medagama and Muppane, miles 1-3 and 23-25.
- (85) Road from Passara to Dunedin Factory, miles 1-2.
- (86) Road from Passara to Nakkala, miles 1-3.

*Koslanda District.*

- (87) Haputale-Halpe road.
- (88) Haldumulla-Wellawaya road.
- (89) Wellawaya-Muppane towards Pottuvil road.

*Province of Sabaragamuwa.*

- (90) Colombo-Kegalla-Peradeniya road.
- (91) Ellearawa-Pinnawela branch road.
- (92) Karawanella-Glenella road.
- (93) Polgahawela-Kegalla road.
- (94) Ratnapura-Pelmadulla-Balangoda road up to Ellearawa-Pinnawela road junction on 86th mile.
- (95) Ratnapura-Pelmadulla-Rakwana road.
- (96) Avissawella-Ginigathena road.
- (97) Avissawella-Ratnapura road.
- (98) Balangoda-Chetnole road.
- (99) Dela-Karawita road.
- (100) Kegalla-Bulatkohupitiya road.
- (101) Kendangamuwa-Woodend road.
- (102) Malyala ferry road.
- (103) Ratnapura-Nambapana road.
- (104) Watapota road.

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

PROCLAMATION.

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

CECIL CLEMENTI.

WHEREAS by section 12 of "The Maintenance Orders (Facilities for Enforcement) Ordinance, No. 15 of 1921," as amended by "The Maintenance Orders (Facilities for Enforcement) Amendment Ordinance, No. 11 of 1922," it is enacted that where the Governor is satisfied that reciprocal provisions have been made by the Legislature of any British Possession or any territory under His Majesty's protection for the enforcement within such possession or territory of maintenance orders made by courts in Ceylon, the Governor may by Proclamation published in the *Government Gazette* extend that Ordinance to maintenance orders made by courts within such possession or territory, and thereupon the said Ordinance shall apply to such maintenance orders as if they had been made in England or Ireland:

And whereas We are satisfied that reciprocal provisions as aforesaid have been made by the Legislature of the British Possession appearing in the schedule hereto for the enforcement within the said possession of maintenance orders made by courts in Ceylon.

Now know Ye that We, the Officer Administering the Government, in exercise of the powers in Us vested as aforesaid, do hereby extend "The Maintenance Orders (Facilities for Enforcement) Ordinance, No. 15 of 1921," to maintenance orders made by courts within the said possession.

Given at Colombo, in the said Island of Ceylon, this Twenty-second day of July, in the year of our Lord One thousand Nine hundred and Twenty-five.

By His Excellency's command,

E. B. ALEXANDER,  
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Grenada.

APPOINTMENTS, &c.

No. 326 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT having received instructions from the Right Honourable the SECRETARY OF STATE FOR THE COLONIES directing him to cause Letters Patent to be passed under the Public Seal of the Colony constituting and appointing the Hon. Sir CHARLES ERNEST ST. JOHN BRANCH, Kt., to be Chief Justice of this Island has caused Letters Patent to be passed accordingly.

By His Excellency's command,

Colonial Secretary's Office, E. B. ALEXANDER,  
Colombo, July 18, 1925. Acting Colonial Secretary.

No. 327 of 1925.

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

Mr. L. M. MAARTENSZ to act as a Puisne Justice of the Supreme Court of the Island, with effect from July 20, 1925, until further orders.

Mr. G. C. STEPHENS to act, in addition to his own duties, as Extra Office Assistant, Puttalam Kacheheri, from July 15 to 19, 1925, inclusive, or until further orders.

Mr. E. W. JAYEWARDENE, K.C., to act as District Judge, Colombo, and Visitor of the Welikada, Mahara, and Negombo Prisons, with effect from July 18, 1925, during the employment of Mr. L. M. MAARTENSZ as Acting Puisne Justice, or until further orders.

Mr. E. W. KANNANGARA, Police Magistrate, Jaffna, to act, in addition to his own duties, as Additional District Judge, Jaffna, on July 23 and 24, 1925.

Mr. A. CATHIRAVELU to act as Additional District Judge, Jaffna, on July 31 and August 1, 1925.

The Hon. Mr. N. J. MARTIN to act as Commissioner of Requests and Police Magistrate, Chilaw, and Additional District Judge, Chilaw, during the absence of Mr. H. L. HOPPER, on July 21, 1925, or until the resumption of duties by that officer.

Mr. T. B. PANABOKKE to act as Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, during the absence of Mr. V. P. REDLICH, from July 24 to 26, 1925, inclusive, or until the resumption of duties by that officer.

Mr. N. DE ALWIS to act as Commissioner of Requests, and Police Magistrate, Balapitiya, during the absence of Mr. A. G. RANASINHA, on July 22, 1925, or until the resumption of duties by that officer.

Mr. G. P. KEUNEMAN to act as Commissioner of Requests and Police Magistrate, Matara, during the absence of Mr. C. E. DE PINTO, on July 12, 1925.

Mr. S. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chavakacheheri, during the absence of Mr. M. H. KANTAWALA, on July 23 and 24, 1925, or until the resumption of duties by that officer.

Mr. S. M. MUDALIHAMY, Inquirer, Ganga Ihala korale, in Udapalata of Kandy District, to act, in addition to his own duties, as Inquirer for Kandukara Ihala korale, in Udapalata, on June 25, 1925.

By His Excellency's command,

Colonial Secretary's Office, E. B. ALEXANDER,  
Colombo, July 23, 1925. Acting Colonial Secretary.

No. 328 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under the provisions of section 4 of Ordinance No. 37 of 1921, to appoint Mr. R. J. BATEMAN to be a Member of the Food Products Committee of the Board of Agriculture, *vice* Mr. M. K. T. SANDYS.

By His Excellency's command,

Colonial Secretary's Office, E. B. ALEXANDER,  
Colombo, July 22, 1925. Acting Colonial Secretary.

No. 329 of 1925.

**HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT** has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint **PILAMETALAWA MADURAWA WALAUWE LOKU BANDA**, Arachchi of Angamma, to be an Inquirer for Kandukara Ihala korale of Udapalata division, in the District of Kandy, *vice* **DISSANAYAKE MUDIYANSELAGE UKKU BANDA**, resigned.

By His Excellency's command,  
Colonial Secretary's Office, E. B. ALEXANDER,  
Colombo, July 16, 1925. Acting Colonial Secretary.

No. 330 of 1925.

**HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT** has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint **SWAMINATHER ELIATAMBY**, Udaiyar, to be an Inquirer for the Udaiyar's division of Chettiakurichchi in Punakari, in place of **ARUMUGAM KANAPATHIPILLAI**, dismissed.

By His Excellency's command,  
Colonial Secretary's Office, E. B. ALEXANDER,  
Colombo, July 22, 1925. Acting Colonial Secretary.

No. 331 of 1925.

**HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT** has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint **MR. PACKIR BAWA SULTAN MARKAR**, Town Arachchi of Ratnapura, to be an Inquirer within the Urban District Council limits of Ratnapura, in Uda pattu of Kuruwiti korale, in the District of Ratnapura, Province of Sabaragamuwa.

By His Excellency's command,  
Colonial Secretary's Office, E. B. ALEXANDER,  
Colombo, July 23, 1925. Acting Colonial Secretary.

No. 332 of 1925.

**HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT** has been pleased to accept the resignation by Honorary Second-Lieutenant **ROBERT WRIGHT** of his Commission in the Ceylon Cadet Battalion.

By His Excellency's command,  
Colonial Secretary's Office, E. B. ALEXANDER,  
Colombo, July 22, 1925. Acting Colonial Secretary.

No. 333 of 1925.

**IT** is hereby notified that **Mr. E. F. HAWKE**, having returned to the Island, has resumed duties as Justice of the Peace and Unofficial Police Magistrate for the District of Matara.

Notification No. 303 appearing in the *Gazette* of July 3, 1925, is cancelled.

By His Excellency's command,  
Colonial Secretary's Office, E. B. ALEXANDER,  
Colombo, July 17, 1925. Acting Colonial Secretary.

No. 334 of 1925.

**WITH** reference to Notification No. 302 dated June 26, 1925, appearing in the *Gazette* of July 3, 1925, it is hereby notified that **Mr. F. FOWLER** is appointed as a Hospital Visitor for "Lunugala" and not for "Moneragala" as stated therein.

By His Excellency's command,  
Colonial Secretary's Office, E. B. ALEXANDER,  
Colombo, July 24, 1925. Acting Colonial Secretary.

No. 335 of 1925.

**HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT** has been pleased to appoint **MR. CECIL HERBERT SPENCE BLATCH**, of Colombo, to be a Notary Public throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,  
Colonial Secretary's Office, E. B. ALEXANDER,  
Colombo, July 21, 1925. Acting Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

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

**MR. MAILVAGANAM SANMUGAM** to act as Registrar of Lands, Mullaittivu, for six days from July 17, 1925, during the absence of the Registrar, **MR. R. K. ARULAMPALAM**, on leave.

**MR. MOOTATAMBY SUBRAMANIAM** to act as Registrar of Lands, Trincomalee, for July 17, 1925, during the absence of the Registrar, **MR. K. V. SUBRAMANIAM**, on leave.

Registrar-General's Office, A. W. SEYMOUR,  
Colombo, July 20, 1925. Registrar-General.

**IT** is hereby notified that I have appointed **DONULDU WILLIAM HADDAGODA** as Deputy Medical Registrar of Births and Deaths of Kandy Municipality division, in the Kandy District of the Central Province, with effect from July 20, 1925, *vice* **JOHN COYDEEN ANGHIE**, deceased. His office will be at the Outdoor Dispensary, Kandy.

Registrar-General's Office, A. W. SEYMOUR,  
Colombo, July 20, 1925. Registrar-General.

**IT** is hereby notified that I have appointed **HERAT-MUDIYANSELAGE LOKU BANDA** to act as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Uduuwara No. 3 division, in the Kandy District of the

Central Province, for one month, with effect from July 20, 1925, *vice* **HERATMUDIYANSELAGE TIKIRI BANDA**, on leave. His office will be at Kumbaldeniye-watta in Ambanwala.

Registrar-General's Office, A. W. SEYMOUR,  
Colombo, July 18, 1925. Registrar-General.

**IT** is hereby notified that I have appointed **JOHANIS DIAS GUNARATNE** (provisionally) as Registrar of Births and Deaths of Kananke division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, with effect from July 29, 1925, *vice* **DON YADIAS GUNARATNE**, retired. His office will be at Kanattewatta *alias* Appadira in Porambakananke.

Registrar-General's Office, A. W. SEYMOUR,  
Colombo, July 21, 1925. Registrar-General.

**IT** is hereby notified that I have appointed **HENRY JOSEPH PERERA** to be Deputy Medical Registrar of Births and Deaths of Tangalla town division, in the Hambantota District of the Southern Province, with effect from July 20, 1925, *vice* **HENADIRA ARACHCHIGE DON JIMONIS TISSERA**, transferred. His office will be at the Government Civil Hospital, Tangalla.

Registrar-General's Office, A. W. SEYMOUR,  
Colombo, July 20, 1925. 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 SAMARATUNGA GUNAWARDANAKORALLAGE DON SEBASTIAN APPUHAMY to act as Registrar of Births and Deaths of Dalugama division, and of Marriages (General) of Adikari pattu of Siyane korale west division, in the Colombo District of the Western Province, for thirty days from July 18, 1925, *vice* Registrar, GURUNANSELAGE PAULU DE SILVA, dismissed. His office will be at Kongahawatta in Nungomugoda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON SIMON KOTALAWALA to act as Registrar of Births and Deaths of Dodangoda division, and of Marriages (General) of Iddagoda pattu division, in the Kalutara District of the Western Province, for fourteen days from July 13, 1925, during the absence of the Registrar, UDAWATTEKANKANANGE DON SIADORIS, on sick leave. His office will be at Munamalgahawatta in Dodangoda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed EDWIN GUNATILAKE to act as Registrar of Births and Deaths of Haltota division, and of Marriages (General) of Munwattebage pattu division, in the Kalutara District of the Western Province, on July 17, 1925, during the absence of the Registrar, UNUGODAGE FRANCIS RODRIGO, on leave. His office will be at Alubogahawatta in Raddegoda; station at Delgahawatta in Milleniya on first and third Fridays of every month.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON CHARLES EDIRIMANNE to act as Registrar of Births and Deaths of Uduwara division, and of Marriages (General) of Munwattebage pattu division, in the Kalutara District of the Western Province, on July 20, 1925, during the absence of the Registrar, CECIL TILLAKARATNE, on leave. His office will be at Ampitigalawalauwa in Ampitigala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MATOTA-ARACHCHIGE DON PEDRICK WAIDYARATNE SAMARAWEERA to act as Registrar of Births and Deaths of Pelpola division, and of Marriages (General) of Munwattebage pattu division, in the Kalutara District of the Western Province, for two days from July 20, 1925, during the absence of the Registrar, LIYANAGE DON AWUNERIS, on leave. His offices will be at Mahawatta in Pelpola and Pelawatta in Panagoda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON DAVID KARUNATILLEKE to act as Registrar of Births and Deaths of Bellapitiya division, and of Marriages (General) of Munwattebage pattu division, in the Kalutara District of the Western Province, for four days from July 22, 1925, during the absence of the Registrar, DON PULLERIS KARUNATILLEKE, on leave. His office will be at Kottunnewatta in Dombagoda.

The Assistant Provincial Registrar, Kandy, has appointed WATUPOLA KANDURE BANDARALAGE DORANEGAMA HIN BANDA SENEVIRATNA to act as Registrar of Births and Deaths, and of Marriages (General) of Harispattuwa No. 1 division, in the Kandy District of the Central Province, for four days from July 15, 1925, during the absence of the Registrar, TIKIRI BANDA SENEVIRATNA, on leave. His office will be at Alutwalawwa in Doranegama.

The Assistant Provincial Registrar, Kandy, has appointed WANISEKERAMUDIYANSELAGE PALAYANA WALAWWE PUNCHI BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Pata Dumbara No. 5 division, in the Kandy District of the Central Province, for ten days, from July 21, 1925, during the absence of the Registrar, HERATMUDIYANSELAGE TIKIRI BANDA, on leave. His office will be at Giddawa; station: Aswedumewattegedara in Rambukwella.

The Additional Assistant Provincial Registrar, Galle, has appointed HENRY AMARASINGHE to act as Registrar of Births and Deaths of Talpe division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on July 7, 1925, during the absence of the Registrar, MASAKORALLAYEGE LUWINTS DE SILVA, resigned. His office will be at Arambewatta in Unawatuna.

The Additional Assistant Provincial Registrar, Galle, has appointed DHARMACHANDRA WICKRAMASINHA to act as Registrar of Births and Deaths of Kataluwa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on July 16, 1925, during the absence of the Registrar, WILLIAM WARNASURIYA, on leave. His office will be at Nala-arambewatta in Kataluwa.

The Additional Assistant Provincial Registrar, Galle, has appointed ANDRAYAS EDWARD WICKRAMASURIYA SENEVIRATNE to act as Registrar of Births and Deaths of Baddegama division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, on July 17, 1925, during the absence of the Registrar, WILLIAM WICKRAMASURIYA SENEVIRATNE, on leave. His office will be at Mudiyansegeewatta at Baddegama.

The Additional Assistant Provincial Registrar, Galle, has appointed HALUKIRTI BENNETT PAULAS WIJEGUNAWARDENA to act as Registrar of Births and Deaths of Balapitiya division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for thirty days from July 20, 1925, during the absence of the Registrar, OJIYAS DE SILVA WIJEGUNAWARDENA, on leave. His office will be at Mahawatta in Rاندombe.

The Additional Assistant Provincial Registrar, Matara, has appointed JAYASUNDERA ARACHCHIGE DON ANDRAYAS to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, on July 14, 1925, during the absence of the Registrar, DON SAMEL SEDARA SENARAT, on leave. His office will be at Gorakawatta in Kebaliyapola.

The Additional Assistant Provincial Registrar, Matara, has appointed JOHANIS DIAS GUNARATNA to act as Registrar of Births and Deaths of Kananke division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for fourteen days from July 15, 1925, *vice* DON YADIAS GUNARATNA, retired. His office will be at Kanattewatta *alias* Appadira in Porambakananke.

The Additional Assistant Provincial Registrar, Matara, has appointed LOUIS DISSANAYAKA SEDARA to act as Registrar of Births and Deaths of Kamburupitiya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for seven days from July 17, 1925, during the absence of the Registrar, DIAS MARTIN WANIGASEKERA, on leave. His office will be at Godawakandewatta in Kamburupitiya.

The Additional Assistant Provincial Registrar, Matara, has appointed DON SAMEL PERERA WIJAYADORU to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for two days from July 17, 1925, during the absence of the Registrar, PETER PERERA MHINDUKULASEKERA WIJEDORU, on leave. His office will be at Kalegewatta in Gandara.

The Additional Assistant Provincial Registrar, Matara, has appointed DAYANOLIS WILLIAM SEPALA RATNAYAKA to act as Registrar of Births and Deaths of Bengamuwa division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for two days from July 17, 1925, during the absence of the Registrar, ROBERT WILLIAM SEPALA RATNAYAKA, on leave. His office will be at Walawwewatta in Beifgamuwa.

The Additional Assistant Provincial Registrar, Matara, has appointed DAYANOLIS WILLIAM SEPALA RATNAYAKA to act as Registrar of Births and Deaths of Bengamuwa division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for three days from July 29, 1925, during the absence of the Registrar, ROBERT WILLIAM SEPALA RATNAYAKA, on leave. His office will be at Walawwewatta in Bengamuwa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ABEYWICKRAMA WIJESUNDERA MOHOTTI APPUHAMY to act as Registrar of Births and Deaths of Kanuketiya Lower division, and of Marriages (General)

of East Giruwa pattu division, in the Hambantota District of the Southern Province, for fourteen days from July 18, 1925, during the absence of the Registrar, MALLAWARAJA DON ANDRIS SAMARAWICKRAMA ABEYSEKARA, on leave. His office will be at Walawwewatta in Lunama.

The Additional Assistant Provincial Registrar, Batticaloa, has appointed EDMUND WALTER DAVID SOMANADER to act as Registrar of Marriages (General) of Manimunai pattu north division, in the Batticaloa District of the Eastern Province, for six days from July 11, 1925, during the absence of the Registrar, S. THEVASAGAYAM, on leave. His office will be at the Batticaloa Kachcheri; station: "Field House," Batticaloa.

The Provincial Registrar, Badulla, has appointed YAPABANDARALAGE APPUHAMY to act as Registrar of Births and Deaths of Aralupitiya division, and of Marriages (General) of Bintenna division, in the Badulla District of the Province of Uva, for fifteen days from July 15, 1925, *vice* Registrar, YAPABANDARALAGE TISSAHAMY, resigned. His office will be at Aralupitiya.

The Assistant Provincial Registrar, Kegalla, has appointed HERAT MUDIYANSELAGE BANDARA APPOO to act as Registrar of Births and Deaths of Kitulgopalata division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for five days from July 15, 1925, during the absence of the Registrar, WIJESINHA MALAPATRANNEHELAGE UWANERIS WIJESINHA, on leave. His office will be at Udahawatta in Polatagama.

The Assistant Provincial Registrar, Kegalla, has appointed RATNAYAKA MUDIYANSELAGE UKKU BANDA to act as Registrar of Births and Deaths of Ganhatapalata division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for five days from July 23, 1925, during the absence of the Registrar, EDIRISURIYA MUDIYANSELAGE KIRI BANDA EDIRISURIYA, on leave. His office will be at Peramunerallagewatta in Kalwana.

Registrar-General's Office,  
Colombo, July 21, 1925.

A. W. SEYMOUR,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

### "THE LABOUR ORDINANCE, NO. 1 OF 1923."

HIS Excellency the Officer Administering the Government has been pleased, under the provisions of section 9 (1) of Ordinance No. 1 of 1923, to appoint Mr. J. J. Dickson to be a Member of the Board of Indian Immigrant Labour, *vice* Mr. W. Coombe.

Colonial Secretary's Office,  
Colombo, July 21, 1925.

By His Excellency's command,

E. B. ALEXANDER,  
Acting Colonial Secretary.

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

WITH reference to *Gazette* Notification dated May 16, 1925, His Excellency the Officer Administering the Government has been pleased, under section 3 of Ordinance No. 34 of 1921, to appoint Mr. Godfrey Harbord to be Assistant Registrar of Co-operative Societies, Central Division, in place of Mr. George Edward Jayatileke Hulugalle, with effect from June 15, 1925, until further orders, and to authorize him, subject to the general supervision of the Registrar, to exercise within the Central Province and the District of Kegalla in the Province of Sabaragamuwa all the powers conferred on the Registrar by the Ordinance, save and except such as are defined in sections 7, 8, 9, 27 (2), 31 (2), 32 (4), 33 (1), 34, and 36 of the Ordinance.

Colonial Secretary's Office,  
Colombo, July 16, 1925.

By His Excellency's command,

E. B. ALEXANDER,  
Acting Colonial Secretary.

### "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

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

Colonial Secretary's Office,  
Colombo, July 21, 1925.

By His Excellency's command,

E. B. ALEXANDER,  
Acting Colonial Secretary.

#### SCHEDULE REFERRED TO.

The following lots situated in the village of Diullewa, in the Pahalawisideke korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province:—

Block survey preliminary plan 1,854.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
55A	Wewaihalahena	20	1	5
65	Meegahamulahena	75	2	11
		95	3	16

## NOTICES CALLING FOR TENDERS.

**TENDERS** are hereby invited for the under-mentioned supply of firewood to the Jaffna Depôt during 1925-26. The work is to commence within two weeks of intimation of acceptance of tender. Details of work and the area of exploitation are given in the schedule below.

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

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

4. Tenders should be marked "Tender for Supply of Firewood to Jaffna Depôt, Northern Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday, on Tuesday, August 11, 1925.

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

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

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other information can be ascertained on application to the office referred to in section 5. A further security in cash of Rs. 500 will be required of the contractor when entering into the bond.

9. A rate per ton of firewood must be quoted, both in words and figures.

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

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

12. The contractor's obligations and rights under this contract shall not be assigned or otherwise transferred or sublet without the consent and authority of the Conservator of Forests previously obtained in writing.

13. 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 Conservator of Forests, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

14. Tenderers before tendering should inspect the areas of operation as shown in the schedule.

15. For further information and for inspection of the draft contracts, application should be made to the Divisional Forest Officer, Northern Division, Jaffna.

16. Tenderers, who have not previously held Government contracts, when applying for tender forms, should furnish the officer issuing the forms with a written statement giving their full names and permanent addresses, stating in which district or districts they own landed property or other interests. The extent of landed property, and the nature and extent of other interests should also be given.

In the case of persons who have carried out contracts with the Forest Department, but not in the division or district

concerned in the notice calling for tenders, they should state in which division or district or divisions or districts they held contracts.

In the case of persons who have carried out Government contracts with Departments other than the Forest Department, the name of such Department and the district in which the service was rendered should be stated.

*General Conditions.*

(a) The firewood shall be in lengths of 3 feet to 5 feet and not less than 2 inches in diameter.

(b) Any tree pointed out by a Forest Officer as one to be felled for firewood, shall, without question, be felled, and any tree pointed out or marked by a Forest Officer as not to be felled shall not be felled or injured.

(c) The contractor will be responsible for the safety of firewood stacked on the seashore, in the forest, and in transit, until delivered to Depôt-keeper.

(d) The contractor may be required at times to increase supplies should the depôt requirements necessitate, and at times also decrease supplies, but the average output will be as described in the schedule.

(e) It must be clearly understood that, for failure to deliver monthly supplies as required, a penalty of Rs. 2 for every ton short will be levied.

(f) Payments may be made by the Divisional Forest Officer for firewood delivered at the Jaffna Depôt on production of a receipt from the Depôt-keeper showing the amount of firewood delivered.

## SCHEDULE.

*Veddukadu-Pallikuda Area.*

(a) To clear fell all trees 6 inches from the ground with axe in Veddukadu-Pallikuda area, north of the Mandakalar old reserve boundary.

(b) To cut into firewood every tree so felled and every other dead or fallen tree, whatsoever sufficient to yield 2,000 tons of firewood, more or less, with the least amount of wastage. All firewood immediately after conversion to be transported to the seashore, and thence by boats to Jaffna Customs and taken to Jaffna Depôt, weighed and stacked in the Jaffna Depôt in such a manner as the Depôt-keeper may direct at a minimum rate of 500 tons per mensem. Final delivery in Jaffna Depôt to be made on or before December 15, 1925, when the balance remaining, if any, out of the total quantity to be supplied should be delivered.

(c) Felling must proceed steadily and systematically in one direction straight across the area, every tree being cut and the area stripped clean of all firewood.

(d) Distance of transport by cart to seashore is up to 2 miles, and by boats to the Jaffna Depôt 18 miles.

R. M. WHITE,  
Acting Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, July 14, 1925.

**TENDERS** are hereby invited for the services described in the schedule and general conditions annexed.

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

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

4. Tenders should be marked "Tender for the Supply of Timber in the Log, Sleepers, and Telegraph Posts to Government Departments, Central Division, 1925-26," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than Tuesday, August 11, 1925.

5. The tenders are to be made upon forms which will be supplied upon application to the Divisional Forest Office, Nuwara Eliya, and no tender will be considered unless it is on the recognized form. All alterations must be initialled, otherwise the tenders may be treated as informal and rejected.



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

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

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

9. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of cash security required is Rs. 1,000. All other necessary information can be ascertained, and the draft contract inspected, upon application at the office referred to in section 5.

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

11. Separate rates (1) per cubic foot of timber in the log, (2) per broad gauge sleeper, (3) per narrow gauge sleeper, (4) per cubic foot of telegraph pole should be quoted, written both in words and figures.

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

13. 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 other person whose name is on the list of Crown defaulting contractors, or any other person to whom the Conservator of Forests, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

#### General Conditions.

(a) All trees stamped for felling shall be felled by the contractor and utilized to the best possible advantage.

Close utilization, avoidance of wastage, and adequate outturn will be insisted on, and the contractor will be liable to pay the royalty value of any timber wasted by inefficient utilization, together with any compensation the Conservator of Forests may demand in respect thereof.

(b) No tree, not previously stamped for felling by a Forest Officer, shall be felled, and any breach of this rule renders the contractor liable in the same way as if such felling were an illicit felling, as defined by the rules of the Forest Ordinance, No. 16 of 1907.

(c) Trees felled shall be converted as under:—

(i.) Into not less than 250 logs of which 100 shall be of not less than 18 feet in length, 100 shall be of not less than 15 feet, and the balance shall be of not less than 12 feet. All measurements to be taken after trimming as below—Logs shall be 4 feet 6 inches and upwards in girth, and shall be of any of the following species, viz., satin, palu, ranai, milla, halmilla, and na.

*Note.*—Out of the above species na trees over 5 feet in minimum girth and over 16 feet in minimum length, which admit of a volume capable of yielding large baulks of 16 feet by 12 inches by 12 inches, should only be felled as a rule, unless the contractor is called upon to do otherwise where and when necessary. The minimum girth of halmilla trees should be 3 feet, provided there exists no halmilla trees of larger dimension in these forests.

Payments in respect of halmilla logs will only be made for straight logs or parts of straight logs not less than 10 feet in length. The girth of a log for the purposes of this contract means the girth measurements taken at the middle of the log.

Logs shall be trimmed before delivery at the Habarana Station Depot, as follows:—Each end shall be sawn with a

clean face at right angles to the axis of the tree. These faces shall be covered with a coating of tar or suitable paint to eliminate the risk of splitting.

All logs shall be barked before delivery, and payment will only be made on measurements taken after such operations. Transport of logs from the felling area to Habarana shall be by means of double sling carts for logs of 18 feet and over, and double or single sling carts for logs under 18 feet in length. However, the contractor will be at liberty to make any other mode of transport with the approval of the Conservator of Forests.

(ii.) Into not less than 2,500 broad gauge sleepers—Broad gauge sleepers shall be of sound material, sapwood or parts rendered defective by fungus or by any other cause shall not be sawn for this purpose. They shall be sawn parallel on all sides and be rectangular in shape. They shall be of the following dimensions, viz.:—

Nine feet in length by 10 inches by 5 inches cross section, and shall be of the following species, viz., milla and of suitable portions and branchwood of palu, satin, na, and ranai not utilizable for log supply.

(iii.) Into not more than 1,000 narrow gauge sleepers—They shall be similar in all respects to broad gauge sleepers, with the exception that they shall be of one of the following dimensions, viz.:—

Five feet in length by 10 inches by 5 inches cross section or 5 feet in length by 9 inches by 4½ inches cross section.

*Note.*—End faces of all sleepers shall be covered with a coating of tar or suitable paint to eliminate the risk of splitting.

(iv.) Into not more than 500 telegraph posts—They shall be of parts of trees of any one of the following species not capable of conversion for logs or sleepers, viz.:—Satin, palu, na, or milla, and of the following dimensions, viz.:—

(a) Twenty-one feet in length by 6 inches by 6 inches, (b) 24 feet in length cross section, and (c) 30 feet in length by 8 inches by 8 inches cross section at the base tapering to 6 inches by 6 inches cross section at the top.

The number of each length will be intimated to the contractor at the commencement of the contract, but it is estimated that the following percentages will be required:—

Eighty-five per cent. of 21 feet length, 12 per cent. of 24 feet length, 3 per cent. of 30 feet length.

(d) Logs or other converted material rejected as unsuitable for delivery to Government Departments will not be paid for, but will lapse to Government, and the contractor shall have no claim in any material so rejected, whether sold or not.

(e) The contractor shall from time to time receive payment from the Divisional Forest Officer, Central Division, Nuwara Eliya, for all material delivered and stacked at the Habarana Railway Station Depot and passed by him as suitable for delivery to Government Departments.

(f) Failure on the part of the contractor to carry out the work efficiently and to maintain deliveries as specified below shall render him liable to have his contract closed and to be fined a sum which shall not exceed the sum deposited by him as security.

(g) All material felled and converted shall be stacked and delivered at the Habarana Railway Station Depot not later than October 31, 1926, and 66 per cent. of such material shall be so stacked and delivered not later than July 31, 1926.

(h) Work shall be started within 15 days of signing the contract, and the contract shall be in force till October 31, 1926. No extension will be granted.

#### Schedule.

To fell by saw and axe or by saw alone within 6 inches of the ground all the trees (700 more or less) of satin, palu, ranai, milla, halmilla, and na standing within the Crown forests called Talkotewewa, Poluttewa, and Kibissa, in the Matale District, and which have been stamped for felling by a Forest Officer empowered so to do.

(2) To convert all such trees as specified in the general conditions above.

(3) To transport all such converted material and stack it neatly under suitable shelter at the Habarana Railway Station Dépôt.

(4) No material whatever can be removed from the area of exploitation to the final delivery dépôt, including inter-

mediate dépôts, unless they are duly stamped by a Forest Officer and unless cart notes are obtained in respect thereof.

(5) The distance of transport is about 15 to 18 miles.

R. M. WHITE,

Acting Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, July 15, 1925.

## SALE OF UNSERVICEABLE ARTICLES, &c.

THE following unclaimed and condemned articles will be sold by public auction at the Railway premises at Maradana, at 2 P.M., on Wednesday, August 5, 1925:—

### Lot No.

- 1 .. 1 pinchbeck bead necklace
- 2 .. 1 silver neck chain with pendant
- 3 .. 1 pair silver bangles set with stones (gilt)
- 4 .. 2 silver brooches (gilt) set with stones and 1 ring set with stones
- 5 .. 1 watch with gilt chain and 2 pendants
- 6 .. 1 silver watch chain with 2 pendants
- 7 .. 1 watch (damaged)
- 8 .. 2 pairs silver-rimmed spectacles
- 9 .. 1 pair silver-rimmed sunglasses
- 10 .. 2 fountain pens
- 11 .. 2 cigarette mouthpieces and 2 cigarette cases
- 12 .. 1 parcel, 2 bent tortoise-shell combs
- 13 .. Do.
- 14 .. 1 pair scissors and 2 folding knives
- 15 .. 2 ladies' handbags, 2 high combs, and 2 hair slides
- 16 .. 1 lady's "Cutex" manicure set
- 17 .. lot 2 table knives, 1 penknife, 2 spoons, 1 fork, and 1 razor
- 18 .. lot part of a stove
- 19 .. 2 packets wire nails
- 20 .. 1 piece Lion soap, 1 cigar case, 1 purse, and 2 packets anglers
- 21 .. 1 box Lion soap and 1 box Famora toilet powder
- 22 .. 1 bottle quinine tablets
- 23 .. 1 bottle fruit syrup and 1 pint invalids' port wine (Cutler Palmer)
- 24 .. lot 3 tins Navy Cut cigarettes
- 25 .. lot tins biscuits
- 26 .. lot 2 tins milk, 1 tin butter, and 1 tin jam
- 27 .. 1 parcel percussion gun-caps (21 boxes)
- 28 .. 1 damaged violin in case
- 29 .. 1 parcel emery cloth and 2 small coils thin wire
- 30 .. 1 case containing 6 dessert plates, 6 cheese plates, 6 soup plates, 1 sauce boat, 1 parted dish with tray, 1 large dish
- 31 .. 1 box containing clothes and 1 lot new books on religious subjects
- 32 .. 1 box containing Tamil clothes
- 33 .. 1 trunk Tamil clothes, vetties, &c.
- 34 .. 1 lot aluminium kettle and porcelain teapot
- 35 .. 1 lot 4 enamel trays and 3 wire net baskets (new)
- 36 .. 1 lot 2 cushions
- 37 .. 1 satin covered cushion
- 38 .. 1 lot pillows
- 39 .. 1 coir mattress
- 40 .. 1 lot military haversack, putties, and water bottle
- 41 .. 1 lot tin Jeyes fluid, tins paint, and tin castor oil
- 42 .. 1 lot enamel plates, dishes, tumblers, &c.
- 43 .. 1 lot plates and cups
- 44 .. 1 breakfast basket
- 45 .. 1 wicker bag containing small new phials
- 46 .. 1 thermos flasks with leather strap
- 47 .. 1 lot 2 thermos flasks and bottle in wicker cover
- 48 .. 1 lot 2 inflators and 1 bicycle lamp
- 49 .. 1 lot 2 inflators and pair trouser clips
- 50 .. 1 suitcase (empty)
- 51 .. 1 lot suitcase and handbag (empty)
- 52 .. 1 lot 2 suitcases and 2 handbags (empty)
- 53 .. 1 lot parts of a lamp and painted tin number plates
- 54 .. 1 lot old newspaper
- 55 .. 1 lot books

### Lot No.

- 56 .. 1 lot smoking pipes
- 57 .. 1 lot old pruning knives, &c.
- 58 .. 1 lot 4 hammer heads and 1 hammer
- 59 .. 1 lot 3 coconut scrapers and 1 wooden mortar
- 60 .. 1 lot old hats
- 61 .. 1 lot shoes, boots, and sandals
- 62 .. 1 parcel containing canvas hold-all and 4 pieces motor hood cloth
- 63 .. 1 lot washed linen marked "A"
- 64 .. Do. "B"
- 65 .. Do. "C"
- 66 .. 1 woollen dressing gown
- 67 .. 1 Indian tussore suit
- 68 .. 1 Muslim cap
- 69 .. 1 felt hat marked "A"
- 70 .. Do. "B"
- 71 .. Do. "C"
- 72 .. Do. "D"
- 73 .. 1 Panama hat
- 74 .. 1 lady's hat and boy's hat
- 75 .. 1 racquet with press
- 76 .. Do.
- 77 .. parts of a perambulator
- 78 .. 1 lot deer horns
- 79 .. 1 lot winnows
- 80 .. 1 lot mats and baskets
- 81 .. 1 lot empty tins
- 82 .. 1 lot empty bottles
- 83 .. 1 lot empty boxes
- 84 .. 1 bundle canes for cart hoods and bundle coir yarn
- 85 .. 1 lot iron and galvanized pipes
- 86 .. 1 lot galvanized sheets
- 87 .. 1 lot tea shooks and venesta chests
- 88 .. 1 lot empty bags
- 89 .. 1 lot empty coir bags
- 90 .. 1 lot ceiling boards, a rafter, and 3 "dun" logs
- 91 .. 1 screw jack (iron, large size)
- 92 .. 5 bags manure
- 93 .. 1 lot barrels and drums
- 94 .. 1 hackery in parts
- 95 .. 1 lot 2 drums and zinc buckets
- 96 .. 1 lot scale and weights
- 97 .. 1 lot brass utensils including a hanging lamp
- 98 .. 1 lot tin kettle and enamel teapot
- 99 .. 1 lot katties and mammoties
- 100 .. 1 lot 2 dozen new mammoties
- 101 .. 1 lot wooden spades and 2 katties
- 102 .. 1 lot mats
- 103 .. 1 lot 2 old beds, wooden rack, 3 chairs, &c.
- 104 .. 1 lot parts of wooden bed, 1 lounge, 1 table, and deck chair
- 105 .. 1 lot parts of wooden bed
- 106 .. 1 lot folding camp bed and 2 hat pegs
- 107 .. 1 lot camp bed and 2 small chairs
- 108 .. 1 lot 2 camp beds
- 109 .. 1 package deck chair in canvas case (new)
- 110 .. 1 lot picture frames
- 111 .. 1 lot parts of sewing machine stand
- 112 .. 1 lot 2 wooden crates
- 113 .. 1 raincape marked "A"
- 114 .. 1 raincoat marked "B"
- 115 .. Do. "C"
- 116 .. Do. "D"
- 117 .. Do. "E"
- 118 .. Do. "F"
- 119 .. Do. "G"
- 120 .. Do. "H"

Lot No.	Description	Quantity	Mark
121	2 jerseys		
122	1 overcoat marked	1	
123	Do.	2	
124	Do.	3	
125	Do.	4	
126	1 lady's umbrella marked		"A"
127	Do.		"B"
128	1 lot ladies' umbrellas		
129	1 lot 2 parasols, 1 Japanese lady's umbrella		
130	1 lot 1 parasol and 1 Burmese umbrella		
131	1 gent's umbrella (new)		
132	1 gent's umbrella with broken handle		
133	1 lot 2 gents' umbrellas marked	1	
134	Do.	2	
135	Do.	3	
136	Do.	4	
137	Do.	5	
138	Do.	6	
139	Do.	7	
140	Do.	8	
141	Do.	9	
142	Do.	10	
143	Do.	11	
144	Do.	12	
145	Do.	13	
146	Do.	14	
147	Do.	15	
148	Do.	16	
149	Do.	17	
150	Do.	18	
151	Do.	19	
152	Do.	20	
153	Do.	21	
154	Do.	22	
155	Do.	23	
156	Do.	24	
157	1 bundle 2 ladies' umbrellas marked		"A"
158	Do.		"B"
159	Do.		"C"
160	1 bundle 4 ladies' umbrellas (old) marked		"D"
161	Do.		"E"
162	Do.		"F"
163	Do.		"G"
164	Do.		"H"
165	Do.		"I"
166	Do.		"J"
167	Do.		"K"
168	Do.		"L"
169	Do.		"M"
170	Do.		"N"
171	Do.		"O"
172	Do.		"P"
173	Do.		"Q"
174	Do.		"R"
175	Do.		"S"
176	Do.		"T"
177	Do.		"U"
178	1 bundle 2 ladies' umbrellas marked		"V"
179	1 bundle 4 walking sticks marked	1	
180	Do.	2	
181	Do.	3	
182	Do.	4	
183	Do.	5	
184	Do.	6	
185	Do.	7	
186	Do.	8½	
187	Do.	9	
188	Do.	10	
189	Do.	11	
190	Do.	12	
191	Do.	13	
192	Do.	14	
193	Do.	15	
194	Do.	16	
195	Do.	17	
196	Do.	18	
197	Do.	19	

## Condemned Articles.

One typewriting machine.

Colombo, July 17, 1925.

S. E. GREVE,  
for General Manager.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction at 3 P.M., on Thursday, July 30, 1925, at the Government Printing Office premises:—

- 25 latrine buckets.
- 7 fire buckets.
- 4 dry-earth closets.
- 1 cwt. scrap of brass rules.

Government Printing Office,  
Colombo, July 23, 1925.H. ROSS COTTLE,  
Government Printer.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Friday, July 31, 1925, at 12 noon, at the premises of the Office of the Inspector-General of Prisons:—

- |                            |                        |
|----------------------------|------------------------|
| 1 bicycle bell, "Lucas"    | 1 map of Ceylon        |
| 3 notice boards            | 3 rubber stamps (jail) |
| 1 commode with latrine keg | 3 rubber stamps (paid) |
| 3 pieces blue table cloth  |                        |

Prisons Office,  
Colombo, July 17, 1925.A. F. G. WALKER,  
Inspector-General of Prisons.

LIST of unclaimed articles found in Postal packets at the Returned Letter Office up to the period ended March 31, 1925, to be sold by public auction at 2.30 P.M., on Thursday, July 30, 1925, at the General Post Office, Colombo:—

- |  |  |
|--|--|
| 2 paper cutters  | 1 knitted tie and 2 skeins wool                                |
| 1 shawl, 1 teapoy cover, 2 pairs baby's socks, and 3 babies' dresses | 1 muslin jacket  |
| 1 leather wrist band   | 1 copy "Encyclopedia of Needlework"                            |
| 1 pocket diary   | 1 Sinhalese book "Bookkeeping in Ceylon"                       |
| 1 piece flowered muslin  | 2 sample bottles sauce   |
| 1 bottle medicinal oil   | 6 umbrella handle samples                                      |
| 1 Sinhalese book   | 1 lot religious cards  |
| 1 leather purse with pocket diary and pencil                         | 1 rope-soled slipper   |
| 1 pair stockings   | 2 packets ink powder   |
| 1 pair boots   | 1 book "Transactions"  |
| 5 padlocks   | 2 books  |
| 1 roll string and 2 measuring tapes                                  | 1 brush in leather case  |
| 1 pendant and silver chain   | 3 typist's note books  |
| 1 celluloid powder box and puff, and 2 pairs babies' socks           | 1 lot cardamoms  |
| 1 pillow case and some pieces of cloth                               | 1 Sinhalese book   |
| 3 bottles oil  | 1 sample bottle "Incarnis"                                     |
| 3 calendars  | 1 piece tweed cloth  |
| 1 sample bottle lavender and 1 phial scent                           | 1 lady's handbag, 1 handkerchief, 1 pipe, and 5 bundles cigars |
| 1 sample bottle malted milk  | 1 piece of a sovereign, 1 small pendant, and a medal           |
| 1 Bibendum sketch book   | 1 lot picture post cards and Christmas cards                   |
| 2 women's jackets  | 2 sample bottles Harlene and 5 rilliantine                     |
| 1 tin biscuit and 3 bars Sun-light soap                              | 1 lot samples of soaps and ointments                           |
| 1 miniature picture album  | 1 lot tea  |
| 1 book "The Wonderland"  | 1 lot cut samples  |
| 1 brooch   | 1 lot sundries   |
| 1 cushion cover  | 16 sample bottles "randy"                                      |
| 1 sample bottle Huxley's Nerve Vigour                                | 20 bags paper  |

Colombo, July 8, 1925.

EDWIN S. DISSANAIKE,  
for Postmaster-General.

THE following articles will be sold by public auction at the District Court premises at 9.30 A.M., on July 31, 1925:—

- |                |                  |
|----------------|------------------|
| 1 bottle lamp  | 6 iron rods      |
| 1 rice pounder | 3 screen clothes |
| 5 coconuts     |                  |

District Court,  
Negombo, July 22, 1925.By order, C. EMMANUEL,  
Secretary.

NOTICE is hereby given that the following unserviceable articles will be sold by public auction at the boat-shed, Master Attendant's Department, adjoining the Wharf Station, on Tuesday, July 28, 1925, at 1 p.m., subject to the following conditions:—

The successful bidders will be required to deposit the full sum with the officer who conducts the sale, no sooner the sale is over.

All articles should be removed by the purchasers immediately after the sale, and will be at the risk of the purchasers until removed.

2 admirals, broken	7 soap dishes
3 basins with stands	10 empty tins
1 iron drum	2 oil drums, empty
17 barrels, empty	3 blocks, wooden
1 roller with handle	1 box corks
4 drawers	2 spring mattresses, 3 ft.
2 brackets	2 sideboards
4 chimneys, round beacon	

Colombo Museum, July 17, 1925.

JOSEPH PEARSON,  
Director, Colombo Museum, and  
Marine Biologist.

NOTICE is hereby given that the under-mentioned private property of long-sentenced and deceased prisoners of the Welikada Prison will be sold by public auction at the Welikada Prison premises at 11 A.M. on Friday, July 31, 1925:—

106 cloths	3 mufflers
118 sarongs	1 pair putties
36 coats	1 shawl
85 banians	1 cap
50 handkerchiefs	1 tiger tooth
71 belts	5 amulets
21 towels	1 waist-chain
25 shirts	1 bangle
4 pairs trousers	1 eardrop
2 pairs shoes	4 rings
2 pairs socks	6 studs
2 ties	24 buttons
1 collar	1 watch and chain with
2 hats	2 coins
11 vetties	1 looking-glass

Welikada Prison,  
July 16, 1925.

A. F. G. WALKER,  
Superintendent.

## VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended July 18, 1925.

**Births.**—The total births registered in the city of Colombo in the week were 119 (1 European, 7 Burghers, 65 Sinhalese, 19 Tamils, 18 Moors, 7 Malays, and 2 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1925, viz., 256,049) was 24.2, as against 26.7 in the preceding week, 27.3 in the corresponding week of last year, and 27.6 the weekly average for last year.

**Deaths.**—The total deaths registered were 141 (1 European, 5 Burghers, 78 Sinhalese, 32 Tamils, 18 Moors, 4 Malays, and 3 Others). The death-rate per 1,000 per annum was 28.7, as against 30.5 in the previous week, 22.7 in the corresponding week of last year, and 29.8 the weekly average for last year.

**Infantile Deaths.**—Of the 141 total deaths, 29 were of infants under one year of age, as against 38 in the preceding week, 27 in the corresponding week of the previous year, and 32 the average for last year.

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

**Principal Causes of Death.**—1. (a) Eighteen deaths from *Pneumonia* were registered, 7 in Maradana hospitals (including 1 death of a non-resident), 3 in St. Paul's, 2 each in Maradana East and Wellawatta South, and 1 each in New Bazaar, Maradana North, Maradana South, and Kollupitiya, as against 17 in the previous week, and 18 the weekly average for last year.

(b) Seven deaths from *Influenza* were registered, 3 in Maradana hospitals (including 1 death of a non-resident), and 1 each in Pettah, Kotahena North, Kotahena South, and New Bazaar, as against 8 in the previous week, and 4 the weekly average for last year.

(c) Four deaths from *Bronchitis* were registered, 2 in Maradana hospitals, and 1 each in St. Paul's and Maradana South, as against 8 in the previous week, and 4 the weekly average for last year.

2. Nine deaths from *Phthisis* were registered, 2 each in New Bazaar, Maradana hospitals (including 1 death of a non-resident), and Kollupitiya, and 1 each in St. Paul's, Kotahena South, and Maradana North, as against 19 in the previous week, and 13 the weekly average for last year.

3. Five deaths from *Enteric Fever* were registered, 2 each in Maradana hospitals, (including 1 death of a non-resident), and Maradana North and 1 in New Bazaar, as against 4 in the previous week, and 5 the weekly average for last year.

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

5. Twelve deaths were registered from *Enteritis*, 11 from *Debility*, 8 from *Worms*, 7 each from *Diarrhoea* and *Infantile Convulsions*, 3 from *Dysentery*, 1 from *Tetanus*, and 48 from *Other Causes*.

6. Fourteen cases, each of *Chickenpox* and *Measles*, 9 of *Enteric Fever*, and 3 of *Plague* were reported during the week, as against 19, 8, 13, and 1, respectively, of the preceding week.

**State of the Weather.**—The mean temperature of air was 80.7°, against 82.3° in the preceding week, and 79.3° in the corresponding week of the previous year. The mean atmospheric pressure was 29.844 in., against 29.848 in. in the preceding week, and 29.837 in. in the corresponding week of the previous year. The total rainfall in the week was 3.04 in., against nil in the preceding week, and 6.97 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, July 21, 1925.

E. R. DE SILVA,  
for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF THE LUGALOYA TEA AND RUBBER COMPANY, LIMITED.

1. THE name of the Company is "THE LUGALOYA TEA AND RUBBER 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 Uva and Arawa estates, situate in Madulsima, about 22 miles from Badulla, 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, licences, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret), which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
  - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
  - (e) To clear, open, plant, cultivate, improve, and develop the said properties or any portions thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee-curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
  - (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
  - (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
  - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
  - (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
  - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company, or as agents for others, and on commission or otherwise.
  - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
  - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
  - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
  - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
  - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
  - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.

- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests 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 part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (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 Seven hundred thousand Rupees (Rs. 700,000), divided into 20,000 cumulative preference shares of Rs. 10 each and 50,000 ordinary shares of Rs. 10 each, with power to increase or reduce the capital. Such preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of seven and a half per cent. per annum on the capital for the time being paid up thereon and shall rank as regards return of capital in priority to the ordinary shares, but shall not confer the right to any further participation in profits or assets. The shares forming the capital (original, increased, or reduced) of the Company other than the said preference shares may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being; or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
W. E. DRURY, Colombo .. .. .	One
A. M. COOPER, Dimbula .. .. .	One
G. R. BACOT, Colombo .. .. .	One
J. M. SOUTER, Colombo .. .. .	One
G. A. ATKINSON, Colombo .. .. .	One
M. J. CARY, Colombo .. .. .	One
N. DRU DRURY, Colombo .. .. .	One
Total Shares taken ..	Seven

Witness to all the above signatures, this Seventeenth day of June, 1925, at Colombo :

CECIL H. S. BLATCH,  
Proctor, Supreme Court, Colombo.

## ARTICLES OF ASSOCIATION OF THE LUGALOYA TEA AND RUBBER COMPANY, LIMITED.

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

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

## INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

## BUSINESS.

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

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

## CAPITAL.

4. The nominal capital of the Company is Seven hundred thousand Rupees (Rs. 700,000), divided into 20,000 cumulative preference shares of Ten Rupees (Rs. 10) each and 50,000 ordinary 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, and they shall have power to add to such new shares such an amount of premium as may be considered expedient, provided, however, that such new shares shall have no preferential rights over the 20,000 cumulative preference shares aforewritten.

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 forming the capital of the Company or any of them.

## 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 as nearly as may be 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 as nearly as may be 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 one partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies in respect of shares registered in the name of the firm.

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 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. Provided that in 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 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 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 Shareholder (other than one of several joint-Shareholders) 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 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 effected 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 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 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 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.

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 or Secretaries that the power of sale given by Article 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, provided that no such shares shall have any preference over the cumulative preference shares issued in pursuance of clause 5 of the Memorandum of Association.

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 including the aforewritten cumulative preference shares may by a special 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 affected 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 member personally present and entitled to vote at such 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, 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 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.

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 at 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 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.

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

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 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 except resolutions submitted under Article 62.

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 two 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, 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.

74. 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 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 Shareholder 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 of 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 Lugloya Tea and Rubber Company, Limited.*

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

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

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

87. 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.

88. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two 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. The Directors may repay to any Director all reasonable travelling and hotel expenses incurred by him in or about the *bona fide* performance of his duties as a Director including all reasonable travelling expenses to and (or) from Board Meetings.

89. The first Directors shall be Arthur Murray Cooper, Sydney George Alexander Julius, Maurice John Cary, and Wilfrid Arthur Cole 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, Manager, Managing Director, and (or) Agent, Visiting Agent or Superintendent 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, Manager, Managing Director, and (or) Agent, Visiting Agent, or Superintendent.

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

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

#### POWERS OF DIRECTORS.

104. The Directors shall have power to carry into effect the acquisition of the said Uva and Arawa estates, and the lease, purchase, or acquisition of any other 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 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. In furtherance and not in limitation of, and without prejudice to, the general powers conferred or implied in any of the preceding clauses, and of the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the powers following (that is to say) :—

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, 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 or otherwise, 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 remuneration as they in their absolute discretion shall think fit.

## PROCEEDINGS OF DIRECTORS.

113. The Directors may meet for the dispatch 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 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.

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. The firm of Darley, Butler & Company, Limited, shall be the first Agents and Secretaries of the Company.

## 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 thereasons 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 should 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.

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 notices 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 the 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.

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

## 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, 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 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:—

W. E. DRURY, Colombo.  
A. M. COOPER, Dimbula.  
G. R. BACOT, Colombo.  
J. M. SOUTER, Colombo.  
G. A. ATKINSON, Colombo.  
M. J. CARY, Colombo.  
N. DRU DRURY, Colombo.

Witness to the above signatures at Colombo, this Seventeenth day of June, 1925:

CECIL H. S. BLATCH,  
Proctor, Supreme Court, Colombo.

[Third Publication]

## MEMORANDUM OF ASSOCIATION OF THE EASTERN RIVERS TANNERIES COMPANY, LIMITED.

1. THE name of the Company is "THE EASTERN RIVERS TANNERIES COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
  - (a) To carry on the business of manufacturers, traders, planters, importers, exporters, and merchants in Ceylon or elsewhere.
  - (b) To acquire as a going concern and carry on the business or businesses, assets, and liabilities of Frank Ronald Alford and Noel William Bentley Buckle carried on at Kosgama under the name, style, and firm of The Eastern River Tanneries.
  - (c) To acquire and deal with the property following:—
    - (1) The business property and liabilities of any company, firm, or person carrying on any business within the objects of this Company.
    - (2) Lands, buildings, rights, and other interests in immovable property.
    - (3) Plant, machinery, live and dead stock, stores, effects, and other movable property.
    - (4) Patents, patent rights, or inventions, copyrights, designs, trade marks, or secret processes.
    - (5) Shares or stocks or securities in or of any company or undertaking, the acquisition of which may promote or advance the interests of this Company.
  - (d) To perform and do all or any of the following operations, acts, or things:—
    - (1) To pay all the costs, charges, and expenses of the promotion and establishment of the Company, and to procure the Company to be registered or incorporated in Ceylon, and if and when necessary or thought advisable elsewhere.
    - (2) To clear, open, plant, cultivate, improve, and develop any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, and generally to carry on the business of planters, manufacturers, and exporters of agricultural produce.
    - (3) To work mines or quarries, and to find, work, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products.
    - (4) To build, construct, equip, maintain, improve, alter and work tanneries, factories, 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.



- (5) To purchase skins, rubber, or other raw products or produce for manufacture, manipulation, or sale.
  - (6) To erect or manufacture plant, machinery, tools, goods, and things in connection with any business of the Company.
  - (7) To make experiments in connection with any business of the Company, and to protect any inventions of the Company by letters patent or otherwise.
  - (8) To grant licences to use patents, copyrights, designs, or secret processes of the Company.
  - (9) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
  - (10) To act as agents, attorneys, brokers, or trustees for any person, firm, or company, and to undertake and perform subcontracts, and also to act in any of the business of the Company through or by means of agents, attorneys, brokers, subcontractors, or others.
  - (11) 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.
  - (12) To draw, accept, and negotiate bills of exchange, promissory notes, and other negotiable instruments.
  - (13) To sell, let, dispose of, or grant rights over all or any property of the Company.
  - (14) To sell the undertaking and all or any of the property of the Company for cash, or for stock, shares, or securities of any other company, or for other consideration.
  - (15) To enter into arrangements for joint working in business or for sharing profits, or for amalgamation with any other company, firm, or person which may seem directly or indirectly calculated to benefit this Company.
  - (16) To borrow money or to receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage, or other security charged on the undertaking or all or any of the assets of the Company, including uncalled capital.
  - (17) To lend money, with or without security, and to invest money of the Company in such manner as the Directors think fit.
  - (18) To promote companies.
  - (19) To underwrite the shares, stock, or securities of any other company, and to pay underwriting commissions and brokerage on any shares, stock, or securities issued by this Company.
  - (20) To pay for any lands and real or personal, immovable and 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 however with power to issue any shares either fully or partly paid up for such purpose.
  - (21) 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.
  - (22) To provide for the welfare of persons employed or formerly employed by the Company, or any predecessors in business of the Company, and the wives, widows, and families of such persons by grants of money or other aid, or otherwise as the Company shall think fit.
  - (23) To subscribe to, or otherwise aid, benevolent, charitable, national, or other institutions or objects of a public character, or which have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.
  - (24) To distribute in specie assets of the Company properly distributable amongst its members.
- (e) To do all or any of the things hereinbefore authorized either alone, or in conjunction with, or as factors, trustees, or agents for others, or by or through factors, trustees, or agents.
- (f) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the members is limited.

5. The share capital of the Company is Rs. 250,000, divided into 25,000 shares of Rs. 10 each, with power for the Company to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without any preference, priority or special privilege, or subject to any postponement of rights, or to any conditions or restrictions, and so that unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

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 Addressés of Subscribers.	Number of Shares taken by each Subscriber.
RONALD ALFORD, Colombo .. .. .	One
N. W. BENTLEY BUCKLE, Kosgama .. .. .	One
FRANK R. ALFORD, Colombo .. .. .	One
H. S. BOYD, Colombo .. .. .	One
R. N. WATKINS, Colombo .. .. .	One
JOHN HOOD, Colombo .. .. .	One
W. K. S. HUGHES, Colombo .. .. .	One
Total Shares taken .. .. .	Seven

Witness to all the above signatures, this 20th day of June, 1925, at Colombo:

SYDNEY JULIUS,  
Proctor, Supreme Court, Colombo

**ARTICLES OF ASSOCIATION OF THE EASTERN RIVERS TANNERIES 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 Eastern Rivers Tanneries 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 Ordinances, 1861 to 1918," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

Words importing 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 Two hundred and Fifty thousand Rupees, divided into 25,000 shares of Ten Rupees 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 as nearly as may be 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 lands, property, rights, or privileges being acquired by the Company in payment of the whole or any part of the purchase price of any such property, rights, or privileges, 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 as nearly as may be 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 lands, property, rights, or privileges being acquired by the Company in payment of the whole or any part of the purchase price of any such lands, property, rights, or privileges, 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 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 declination 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 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 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-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.

45. 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.

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 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 rights 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 affected 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 as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's business, or of erecting, maintaining, improving, or extending buildings, machinery, 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 Twenty thousand (Rs. 20,000).

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 fourteen 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. Fourteen 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 whatever 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 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, except resolutions submitted under Article 62.

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 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.

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, 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.

74. 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 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 Shareholder 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 one month 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 Eastern Rivers Tanneries 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 twenty 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 Two 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 R. Alford, F. R. Alford, N. W. Bentley Buckle, and H. S. Boyd. 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, Manager, Managing Director, and (or) Agent, Visiting Agent, or Superintendent 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, Manager, Managing Director, and (or) Agent, Visiting Agent, or Superintendent.

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 the one who has 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 the same happen through his own wilful act or default.

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

## DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Superintendent, Manager, Managing Director, Agent, Visiting Agent, or Secretary of the Company, or trustee for debenture holders.
- (b) If he become bankrupt or insolvent, or suspends payment, or file 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 business, and the lease, purchase, or acquisition of any lands, property, rights, or privileges 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 purchase or acquisition of the said licence 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, 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 any of the preceding clauses, and of the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the powers following (that is to say):—

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (f) To delegate 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 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 dispatch 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 thereat 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 regulation 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 (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.

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 Messrs. Alford Buckle and Company 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 First General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the Auditor or Auditors appointed at such meeting shall hold office only until the First Ordinary General Meeting after his or their appointment or until otherwise ordered by a General Meeting.

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 profit 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, 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 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.

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 notice 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 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:—

RONALD ALFORD, Colombo.

N. W. BENTLEY BUCKLE, Kosgama.

FRANK R. ALFORD, Colombo.

H. S. BOYD, Colombo.

R. N. WATKINS, Colombo.

JOHN HOOD, Colombo.

W. K. S. HUGHES, Colombo.

Witness to the above signatures this Twentieth day of June, 1925:

SYDNEY JULIUS,  
Proctor, Supreme Court, Colombo.

## MEMORANDUM OF ASSOCIATION OF THE HALLINA TEA AND RUBBER COMPANY, LIMITED.

- Publication*
1. The name of the Company is "THE HALLINA TEA AND RUBBER 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 from Messrs. P. D. G. Clark and A. J. Ingram 709 acres of land, more or less, situated in the Hunuwella village, Pelmadulla district, in the Province of Sabaragamuwa.
    - (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 informations as 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 tea and rubber 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 interests; 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, licences, 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, and 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 Nine hundred thousand Rupees (Rs. 900,000), divided into Ninety thousand (90,000) 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.
JAMES LOCHORE, Colombo .. .. .	One
ALFRED WARDEN, Colombo .. .. .	One
ROBERT ALEXANDER SHARROCKS, Colombo .. .. .	One
ERIC LIONEL FRASER, Colombo .. .. .	One
THOMAS HUNT, Colombo .. .. .	One
ALEXANDER PHILIP HAMILTON, Colombo .. .. .	One
THOMAS CUMING, Colombo .. .. .	One
Total Number of Shares taken .. .. .	Seven

Witness to the above signatures at Colombo, this Fifteenth day of June, 1925:

P. G. COOKE,  
Proctor, Supreme Court, Colombo.

## ARTICLES OF ASSOCIATION OF THE HALLINA TEA AND RUBBER COMPANY, LIMITED.

It is agreed as follows :—

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

## INTERPRETATION.

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

*Company.*—The word “Company” means “The Hallina Tea and Rubber 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 Nine hundred thousand Rupees (Rs. 900,000), divided into Ninety thousand (90,000) 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, 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 of 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 Clause 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 Clause 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 or such amount per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct.

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

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

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

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

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

#### SHARE CERTIFICATES.

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

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

25. *Renewal of Certificate.*—If any certificate be worn out or defaced, then upon production thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof ; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors may 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 rights of a Shareholder until his name shall have been entered in the register of Shareholders, and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

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 of by them.

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

34. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2-50, or such other sum as the Directors shall from time to time determine, must be paid ; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

#### TRANSMISSION OF SHARES.

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

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares, in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon 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 Clause 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 12 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; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

45. (a) *Certificates of Surrender or Forfeiture.*—A certificate in writing, under the hands of two of the Directors and of the Agent or Secretary or Agents or Secretaries, that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture; and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company; such purchaser thereupon shall be deemed the holder of such share, discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to 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, 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. 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 the 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 Clause 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 affected 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 Three hundred thousand Rupees (Rs. 300,000). With the sanction of a General Meeting, the Directors shall be entitled to borrow 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*The Hallinā Tea and Rubber 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 Four thousand Rupees (Rs. 4,000) 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 William Coombe of Colombo; Robert Alexander Sharrocks of Colombo; and Harold Frederick Pearson of Ratnapura; and also Alexander James Ingram of Pelmadulla estate, Ratnapura, who will join the Board after allotment; the Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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 the Directors subsequently 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 Clause 95.

95. *Retiring Directors how determined.*—The Director to retire from office at the Second, Third, and Fourth 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 relationship 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 Directors 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.

*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 block of land in the Hunuwella village aforesaid.

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 a 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 block 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, 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 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, 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 sublease 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, assignment, sublease, 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 Meeting of Directors.*—A Director may at any time summon a meeting of Directors.

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

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

118. *Board may appoint Committees.*—The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such committee, either wholly or in part, and either as to persons or purposes, but every committee so formed shall, in exercise of the powers delegated to it, conform to all 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 Inotwithstanding Informal Appointment.*—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 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 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 receipts 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 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 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 to 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 the Shareholders.*—A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

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

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

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 rights of all parties.

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

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

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

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

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

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

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

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

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

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

#### AUDIT.

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

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

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

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

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

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

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

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

#### NOTICES.

149. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the agent or secretary, agents or secretaries, or other persons appointed by the Board to do so.

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

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

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

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

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

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

## ARBITRATION.

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

## EVIDENCE.

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

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

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Colombo, this Fifteenth day of June, One thousand Nine hundred and Twenty-five.

J. LOCHORE.  
A. WARDEN.  
R. A. SHARROCKS.  
E. L. FRASER.  
T. HUNT.  
A. P. HAMILTON.  
T. CUMING.

Witness to the above signatures:

P. G. COOKE,  
Proctor, Supreme Court, Colombo.

[Second Publication]

## MEMORANDUM OF ASSOCIATION OF THE POLGASWILA ESTATE COMPANY, LIMITED.

1. The name of the Company is "The POLGASWILA ESTATE COMPANY, LIMITED."
2. The registered office of the Company is to be established at Deniyaya.
3. The objects for which the Company is to be established are—
  - (a) To purchase lands situate in the District of Morawak korale in Ceylon or in any other District in Ceylon or elsewhere.
  - (b) To carry on in Ceylon or elsewhere the business of growers of and dealers in coconuts, arecanuts, plantains, bananas, papaws, tea, rubber, coffee, cacao, cinnamon, citronella, and other Ceylon produce, estate, land, and house owners, builders, and dealers in lands, houses, and buildings of every description.
  - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties, and rights, machinery, implements, tools, live and dead stock, stores, effects and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licences, 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 land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, with any products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, arecanuts, plantains, bananas, papaws, coffee, cinchona, cinnamon, cacao, cardamoms, citronella, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (f) To erect, build, make, construct, equip, maintain, improve or alter buildings, factories, machinery, plants, roads, ways, or other works or methods of communication or transport, and to work such buildings, erections, roads, 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, coffee, coconuts, arecanuts, plantains, papaws, cinnamon, citronella, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coffee, coconuts, arecanuts, plantains, papaws, cinnamon, citronella oil, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient; to manufacture and prepare for market all residual and by-products resulting from any manufacture that the Company may be engaged in, and to sell such produce.
- (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, arecanuts, 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, arecanuts, cinnamon, citronella oil, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, and any other goods, wares, and merchandise, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, houses, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits 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 or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares, or debentures or debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.

- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares (the shares whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Seventy-five thousand Rupees (Rs. 75,000), divided into Seven thousand five hundred (7,500) 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.
F. O. PEAKE, Galle .. .. .	One
N. D. TILLEKERATNE, Galle .. .. .	One

Witness to the above signatures at Galle, this 7th day of March, 1925:

R. A. H. DE VOS,  
Proctor, Supreme Court, Galle.

R. C. KANNANGARA, Deniyaya .. .. .	One
H. G. PABILIS, Deniyaya .. .. .	One

Witness to the above signatures at Deniyaya, this 23rd day of April, 1925:

D. M. RAJAPAKSA,  
J.P. & U.P.M., Deniyaya.

A. DE ZILVA ADIHETTY, Galle .. .. .	One
MARY DE ZILVA ADIHETTY, Galle .. .. .	One

Witness to the above signatures at Galle, this 18th day of March, 1925:

P. A. ADIHETTY,  
Proctor and Notary, Galle.

W. D. LINDSAY, Kandy .. .. .	One
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Witness to the signature of W. D. Lindsay, this 15th day of May, 1925:

F. LIESCHING,  
Proctor, Supreme Court, Kandy.

#### ARTICLES OF ASSOCIATION OF THE POLGASWILA ESTATE COMPANY, LIMITED.

The regulations contained in the Table C in the schedule annexed to "The Joint Stock Companies Ordinance, 1861," shall apply with the following additions and alterations.

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.

##### BUSINESS.

1. 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.

2. 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.

3. 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 Shareholders 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.

##### TRANSFER OF SHARES.

4. Subject to the restrictions contained in these Articles, any Shareholder may transfer all or any of his shares by instrument in writing, and the first offer shall be made to the Company.

5. 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.

6. 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.

#### BORROWING POWERS.

7. The Directors shall have power 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 thousand.

8. 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.

9. 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 credit, 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.

10. 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.

11. 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.

12. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, specifying the place, date, hour of meeting, and the object and business of meeting, shall be given by post or in such other manner as may be prescribed by the Company in General Meeting.

13. Article 32 in Table C shall be read as: No business shall be transacted at any General Meeting, except the declaration of a dividend 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, and three Shareholders shall form a quorum.

14. Article 37 in Table C shall be read as: At any General Meeting, unless a poll is demanded by any one or more Shareholders, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the book of proceedings of the Company, shall be sufficient evidence of the fact without any other proof.

#### VOTING AT MEETINGS.

15. 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.

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

17. Article 39 in Table C shall be read as: Every Shareholder shall have one vote for every share he holds in the Company.

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

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

#### DIRECTORS.

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

The qualification of a Director shall be his holding in his own right at least fifty 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.

21. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Five hundred Rupees annually to be divided between them in such manner as they may determine, but no such fee shall be paid to any Director until the Company reaches a dividend paying stage; 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.

22. The first Directors shall be F. O. Peake, W. D. Lindsay, and R. Chas. Kannangara. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

23. 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. It shall also be lawful for the Directors to appoint any person who is not a Director or Shareholder to act as Secretary.

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.

24. 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.

25. Article 48 in Table C shall be read as : The office of Director shall be vacated—

- (a) If he becomes insolvent.
- (b) If he is concerned in or participates in the profits of any contract with the Company.
- (c) If he participates in the profits of any work done for the Company.

But the above rules shall be subject to the following exceptions—

That no Director shall vacate his office by reason of his being a Shareholder in any incorporated company which has entered into contracts with or done any work for the Company of which he is a Director. Nevertheless he shall not vote in respect of such work or contract, and if he does so vote, his vote shall not be counted, and he shall incur a penalty not exceeding Fifty Rupees.

#### POWERS OF DIRECTORS.

26. 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.

27. It shall not be lawful for the Directors to sell any land or lands belonging to the Company without the previous sanction of a General Meeting of the Company.

#### PROCEEDINGS OF DIRECTORS.

28. 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.

#### ARBITRATION.

29. 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.

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 :—

F. O. PEAKE.

N. D. TILLEKERATNA.

Witness to the above signatures at Galle, this 7th day of March, 1925 :

R. A. H. DE VOS,  
Proctor, Supreme Court, Galle.

R. C. KANNANGARA.

H. G. PABILIS.

Witness to the above signatures at Deniyaya, this 23rd day of April, 1925 :

D. M. RAJAPAKSA,  
J.P. & U.P.M., Deniyaya.

A. DE ZILVA ADIHETTY.

MARY DE ZILVA ADIHETTY.

—Witness to the above signatures at Galle, this 18th day of March, 1925 :

P. A. ADIHETTY,  
Proctor and Notary, Galle.

W. D. LINDSAY.

Witness to the signature of W. D. Lindsay, this 15th day of May, 1925 :

F. LIESCHING,  
Proctor, Supreme Court, Kandy.

[First Publication]

### MEMORANDUM OF ASSOCIATION OF THE MURRAYTHWAITE RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE MURRAYTHWAITE RUBBER 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 the Murraythwaite estate, situate in the Avissawella District, 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, licences, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret), which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
- (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.

- (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
- (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee-curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
- (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
- (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company, and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory, erected or leased, as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconut, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconut, 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, improvements, 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 purposes 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 reborrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.

- (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 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 One hundred and Fifty thousand Rupees (Rs. 150,000), divided into Fifteen thousand (15,000) 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:—

Name and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
A. J. C. LINTOTT, Colombo .. .. .	One
E. MASTERS, Colombo .. .. .	One
R. J. HARTLEY, Colombo .. .. .	One
CECIL H. S. BLATCH, Colombò .. .. .	One
F. F. ROE, Colombo .. .. .	One
G. T. HALE, Colombo .. .. .	One
J. O'CONNEL, Colombo .. .. .	One
Total Shares taken ..	Seven

Witness to the above seven signatures at Colombo, this Twenty-second day of June, 1925.

W. K. S. HUGHES,  
Proctor, Supreme Court, Colombo.

#### ARTICLES OF ASSOCIATION OF THE MURRAYTHWAITE RUBBER COMPANY, LIMITED.

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

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

#### INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

#### BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire the Murraythwaite 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 One hundred and Fifty thousand Rupees (Rs. 150,000), divided into 15,000 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 as nearly as possible 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 as nearly as possible 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 certificates 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 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 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 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 of 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 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.

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 affected 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 member 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 moneys so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Fifty thousand (Rs. 50,000).

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 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 except resolutions submitted under Article 62.

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 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.

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, 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.

74. 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 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 Shareholder, 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 one month 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 of 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 Murraythwaite Rubber Company, Limited.*

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

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

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 Two 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. F. F. Roe and Ernest Masters, both 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, Manager, Managing Director, and (or) Agent, Visiting Agent, or Superintendent 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, Manager, Managing Director, and (or) Agent, Visiting Agent, or Superintendent.

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 the same happen through his own wilful act or default.

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

#### DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, 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, solicitor, or broker, or being a member of a firm who are agents, or secretaries, solicitors, or brokers 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 Murraythwaite 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) 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.

112. The Directors may meet for the dispatch 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 thereat 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 Gordon Frazer 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 Director 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 cases, 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 First General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the Auditor or Auditors appointed at such meeting shall hold office only until the First Ordinary General Meeting after his or their appointment, or until otherwise ordered by a General Meeting.

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, 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 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.

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, Agent 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 notice 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*.

#### EVIDENCE.

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

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

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

156. 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 hereto set and subscribed their names at the places and on the dates hereafter written :—

- A. J. C. LINTOTT, Colombo.
- E. MASTERS, Colombo.
- R. J. HARTLEY, Colombo.
- CECIL H. S. BLATCH, Colombo.
- F. F. ROE, Colombo.
- G. T. HALE, Colombo.
- J. O'CONNELL, Colombo.

Witness to the above seven signatures at Colombo, this Twenty-second day of June, 1925 :

W. K. S. HUGHES,  
Proctor, Supreme Court, Colombo.

[First Publication.]

**The Ceylon Safety Matches Manufacturing Company, Limited.**

NOTICE is hereby given that the Seventh Ordinary General Meeting of the above Company will be held at the registered office of the Company, 54, Keyzer street, Pettah, Colombo, on Wednesday, August 5, 1925, at 4.30 P.M.

Business.

1. To receive the report of the Directors and accounts for the financial year ended February 28, 1925.
2. To declare a dividend.
3. To fix remuneration to Agents and Secretaries for the current year.
4. To elect a Director.
5. To appoint Auditors.
6. To transact any other business that may be duly brought before the meeting.

The Transfer Books of the Company will be closed from July 22 to August 5, 1925, both days inclusive.

By order,  
H. DON CAROLIS & SONS,  
Agents and Secretaries.

Colombo, July 18, 1925.

**The Indo-Malay Estates, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at the registered office, Ambewatte House, Slave Island, Colombo, on Tuesday, August 4, 1925, at 12 noon, when the subjoined resolution which was passed at the Extraordinary General Meeting of the Company held on July 20, 1925, will be submitted for confirmation as a special resolution :—

Resolution.

"That each of the existing Rs. 50 shares of the Company be divided into 5 shares of Rs. 10 each of which shall be credited as fully paid up."

By order of the Board,  
CUMBERBATCH & Co.,  
Agents and Secretaries.

Colombo, July 24, 1925.

**Auction Sale in D. C. No. 14,481, Colombo.**

A Valuable Residential Bungalow known as Glencroft, situated at Messenger Street, Colombo.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Tuesday, August 18, 1925, at 5 P.M., at the spot—

All those two contiguous allotments of land now forming one property, with the buildings standing thereon, bearing

assessment No. 45 and Ward No. 698, known as Glencroft, situated at Messenger street, within the Municipality and District of Colombo, Western Province; containing in extent 3 roods and 10 25/100 square perches.

For inspection of deeds and other particulars please apply to Messrs. de Vos & Gratiaen, Proctors and Notaries, Colombo, or to—

A. Y. DANIEL,  
4, Baillie street, Fort, of A. Y. DANIEL & SON,  
Phone: 289. Auctioneers and Brokers.

**Auction Sale.**

A Valuable Residential Bungalow known as Villa Carmen, situated at Wellawatta, Colombo.

In the District Court of Colombo.

Antony Zarephe of Colombo ..... Plaintiff.  
No. 15,231. Vs.

- (1) Oduma Lebbe Marikar Ahamado Lebbe Marikar,
- and (2) Oduma Lebbe Marikar Noordeen, both of 11, 3rd Cross Street, Pettah, Colombo. .... Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Friday, August 21, 1925, at 5 P.M., at the spot—

All that divided portion of land, with the buildings standing thereon, called and known as Villa Carmen, bearing assessment No. 445c, situated at Wellawatta, within the Municipality and District of Colombo, Western Province; containing in extent 1 acre and 1 rood.

For inspection of deeds and other particulars please apply to Messrs. de Vos & de Saram, Proctors and Notaries, Colombo, or to—

J. G. VANDERSMAGT,  
4, Baillie street, Fort. of A. Y. DANIEL & SON,  
Phone: 289. Auctioneers and Brokers.  
Telegrams: "Lions," Colombo.

**Auction Sale under Mortgage Decree in D. C., Colombo, No. 16,337.**

UNDER and by virtue of the commission issued to me in the above case, I shall offer for sale by public auction on Saturday, August 29, 1925, at 3 P.M., at the spot, the following property :—

All that allotment of land called Busiyabadugokurunduwatta alias Kosgahahena in Maggonabadda of the Kalutara totamune, in the District of Kalutara, Western Province; bounded on the north by land said to belong to the Crown and land described in plan No. 97,531, on the north-east



by land described in plan No. 97,531, on the east by land described in plan No. 79,220, on the south by land said to belong to the Crown and land described in plan No. 79,223, on the west by land described in plan Nos. 76,819 and 76,818, and on the north-west by the property of B. A. Fernando and others; and containing in extent 19 acres and 30 perches.

For deeds, &c., apply to Messrs. Wilson & Kadrigamar, Colombo.

R. G. KOELMAN,  
of JENSEN & Co.,  
Commissioners and Auctioneers.

Phone: 733.

#### Auction Sale.

*The Entire Stock-in-trade, consisting of Hardware, Crockery, Drapery, Millinery, Superior Fittings, Iron Safe, &c., and Goodwill of the Business carried on by M. C. M. M. Lafir, under the Name, Style, and Firm of Q. L. M. M. Lebbe Bros. in Premises Nos. 17, 18, and 19, Colombo Street, Kandy, in Lots to suit Buyers.*

HAVING obtained authority of court in case No. 1,702, District Court, Kandy (Insolvency), I shall sell the above by public auction at the said premises on Monday, August 3, 1925, and subsequent days, till completion of sale.

Sale each day from 9 A.M. to 1 P.M., and delivery from 3 to 6 P.M.

Condition of Sale.—Payment in cash, and removal the same day.

A. C. KOELMEYER,  
Auctioneer and Broker.

Belmont street, Hulftsdorp, Colombo.

#### Auction Sale.

(1) A Commodious Bungalow with Large Garden; (2) Six Tenements, both facing Kandy Road, Colombo.

BY virtue of the primary mortgage decree entered in case No. 14,521, District Court, Colombo, and the commission issued to me in the said case, I shall sell by public auction for the recovery of the amount stated in the decree on Monday, August 17, 1925, at the respective spots, at the time mentioned herein, viz. :—

At 4 P.M.

All that allotment of land, with the commodious bungalow standing thereon, bearing assessment No. 100B, 2nd Division, Maradana, Colombo, in extent 1 rood and 14  $\frac{24}{100}$  perches. This bungalow is presently occupied by Dr. E. T. Saravanamuttu.

At 4.30 P.M.

A portion of an allotment of land, with the tenements standing thereon, bearing assessment No. 100A, 2nd Division, Maradana, Colombo, in extent 4  $\frac{78}{100}$  perches.

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

#### Auction Sale under Mortgage Decree.

*A Valuable Property with the Boutiques therein situated at Kalubowita.*

UNDER and by virtue of the commission issued to me in case No. 9,423 of the District Court of Colombo, I shall sell by public auction on Tuesday, August 18, 1925, at 5 P.M., at the spot, the following property, to wit :—

All those two allotments of land now forming one property called Meegahawatta alias Delgahawatta, with the boutiques and plantations thereon, situated at Kalubowita in the Palle pattu of Salpiti korale; containing in extent 3 roods and 4  $\frac{38}{100}$  perches.

For further particulars apply to L. A. Wanigasuriya, Esq., Proctor and Notary, Hulftsdorp, Colombo, or to me—

H. D. JOHN PIERIS,  
8, Hulftsdorp street, Colombo. Auctioneer and Broker.

#### Auction Sale under Mortgage Decree.

*Lands at Kanduboda, Siyane Korale, Fully planted with Coconuts.*

UNDER and by virtue of the commission issued to me in case No. 13,649, D. C., Colombo, for the recovery of the amount of the decree, I shall sell by public auction on Saturday, August 22, 1925, commencing at 2 P.M. at the respective spots, the following lands, to wit :—

(1) All that land called Kandubodakande alias Kandubodalanda, situated at Kanduboda in the Adikari pattu of Siyane korale, in extent 5 acres 1 rood and 14 perches; and (2) undivided  $\frac{1}{2}$  of all that portion of land called Kandubodakande, situated at Kanduboda aforesaid, in extent 5 acres 2 roods and 4 perches.

Further particulars from—

60, Belmont street,  
Colombo, July 22, 1925.

H. J. F. RODRIGO,  
Auctioneer and Broker.

#### Auction Sale under Mortgage Decree.

*Valuable House Properties at Mattakkuliya, Colombo.*

UNDER instructions issued to me by the District Court of Colombo in case No. 9,923, I shall put up for sale by public auction at the spot on Saturday, August 22, 1925, at 5 P.M. :—

All that undivided  $\frac{3}{4}$  part or share from and out of all that portion of the garden called Vuystwyk and of the plantations and buildings standing thereon, bearing assessment No. 1,207/6, situated at Vuystwyke road in Mattakkuliya, within the Municipality of Colombo; containing in extent 17  $\frac{25}{100}$  square perches.

For further particulars from W. J. C. Fernando, Esq., Proctor, Colombo, or—

FRANCIS F. KRISHNAPILLAI,  
119, Hulftsdorp street, Colombo. Auctioneer and Broker.

#### Auction Sale.

*Properties at Girakethikumbura and Udugama, in the District of Kurunegala.*

UNDER decree in case No. 16,926, D. C., Negombo, entered in favour of the plaintiff S. P. R. M. Supparamaniam Chetty of Negombo, against the defendant Vayyapuri Thevar Mariappa Thevar Ramasamy Thevar of Kottaramulla, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,800 with interest on 9 per cent. per annum from November 26, 1924, till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged by bond No. 3,761 dated October 25, 1917, and attested by M. B. W. Jayasekera, Notary, by public auction at the respective spots on Tuesday, August 18, 1925, to wit :—

At 2.30 P.M.

1. The land Bulugahamulahena, situate at Girakethikumbura in Mayurawathi korale in Dambadeni hatpattu, in the District of Kurunegala, North-Western Province; in extent 7 acres 1 rood and 32 perches. This land, plantations, and buildings, and all appurtenances thereof as primary mortgage.

At 4 P.M.

2. The land Bogahamulahena bearing 296 2, 2A, & 2B in plan No. 276,384, situate at Udugama in Meda pattu, Basnairi korale in Katugampola hatpattu, in the District of Kurunegala aforesaid; in extent 1 acre 3 roods and 29 perches. Of this land, plantations, and all appurtenances thereof, the undivided  $\frac{1}{2}$  share as secondary mortgage.

At 4.30 P.M.

3. The land Gorakagahamulawatta bearing 296 26M, 26N in plan No. 277,024, situate at Udugama aforesaid; in extent 3 acres 2 roods and 18  $\frac{1}{2}$  perches. Of this land and plantations and all appurtenances thereof, the undivided  $\frac{1}{2}$  share as secondary mortgage.

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

M. P. KURERA & Co.,  
Negombo, July 21, 1925. Auctioneers.

## Auction Sale.

*Properties at 1st Division, Tammita, and 2nd Division, Udayartoppu, within the Gravets of Negombo.*

UNDER decree in case No. 16,959, D. C., Negombo, entered in favour of the plaintiff Kawanna Suna Pana Suna Kadiresan Chetty, by his attorney Ana Nana Seena Thana Rawanna Mana Ramanaden Chetty of Negombo, against the defendants (1) Kawanna Kana Nana Kana Vena Velaiden Chetty of Negombo and (2) Seena Kana Runa Munda Vallappa Chetty of Negombo, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 5,450 with interest thereon at 9 per cent. per annum from September 4, 1924, till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 776 dated November 14, 1921, and attested by Gregory de Zoysa, Notary, by public auction at the respective spots on Thursday, August 20, 1925, to wit:—

At 4 P.M.

(a) All that portion marked lot H in plan No. 598A dated January 20, 1915, made by J. C. Fernando, Surveyor, of the land called Dehimalwatta, situate at 1st Division, Tammita, within the Gravets and in the District of Negombo, Western Province; the said lot H is in extent 1 rood and 36.75 perches, together with the rights of roadway reserved in the aforesaid plan No. 598A.

(b) All that divided portion of the premises called and known as Dehimalwatta comprised of portions of land called Tilladigewatta and Tilladigekumbura, situate at 1st Division, Udayartoppu, and 1st Division, Tammita, within the Gravets and in the District of Negombo aforesaid; which said divided portion is depicted in plan No. 598A dated January 20, 1915, made by Mr. J. C. Fernando, Surveyor, as lot O; in extent 1 rood and 30 perches, together with the rights of roadway reserved in the said plan No. 598A.

(c) All that portion marked lot P in the aforesaid plan No. 598A of the land called Dehimalwatta, situate at 1st Division, Tammita, within the Gravets of Negombo aforesaid; lot P is in extent 1 rood and 34 perches, together with the rights of roadway reserved in the aforesaid plan.

1. The said three allotments are contiguous to each other forming one property called and known as Dehimalwatta which could be included in one survey, situate as aforesaid; containing in extent 1 acre 1 rood and 20.75 perches according to plan No. 598A dated January 20, 1915, made by J. C. Fernando, Surveyor.

At 4.30 P.M.

2. All that lot marked B in the plan No. 1,614 dated July 18, 1912, made by R. F. Fernando, Surveyor, called Lolugahawatta, with the buildings and trees standing thereon, situate at 2nd Division, Udayartoppu, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo aforesaid; containing in extent 1 rood and 5½ perches.

Further particulars from P. A. Fernando, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,  
Auctioneers.

Negombo, July 21, 1925.

## Auction Sale under Partition Ordinance.

BY virtue of the commission issued to me in case No. 21,912 of the District Court of Galle, I shall sell by public auction on Saturday, September 5, 1925, commencing from 1 P.M. at the spot, the following property in terms of Ordinance No. 10 of 1863, viz.:—

The entire soil and trees of lot C of the land called Mawatabodawatta, situated at Randombe in Ambalangoda, in extent 39.7 perches; bounded on the north by lot B of Mawatabodawatta, on the east by Kandaettannewatta alias Wellabodawatta whereon W. Aron de Silva resides, south by Kalinga Endiris Padinchiwainhooganagalagawawatta, and west by high road from Colombo to Galle, together with all the buildings standing thereon, and more fully described in the plan of survey No. 342 made by Mr. H. B. Goonewardena, Surveyor, and filed of record.

The said property will be first put up for sale by public auction among the co-owners at the appraised value thereof, and if any of them failing to buy in advance, the same will be immediately put up for sale among the public.

Further particulars from A. J. Panditagunawardena, Esq., Proctor, Supreme Court, and Notary Public, or from me—

H. B. GOONEWARDENE,  
Commissioner.

Galle, July 22, 1925.

## Auction Sale.

*Lands at Vaddukoddai in the District of Jaffna.*

UNDER decree in case No. 19,590, D. C., Jaffna, entered in favour of the plaintiff Sanmugam Ambalavanar of Vaddukoddai East, against the defendant Sinnappah Ramasamy of Vaddukoddai West, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned lands by public auction on Saturday, August 15, 1925, at 9 A.M., at the respective spots:—

(a) Land called Paruththi Ollai, situated at Vaddukoddai West in Vaddukoddai, Valikamam West, Jaffna District, Northern Province, in extent 5 lachams v.c., with house and other sheds, well, spontaneous and other cultivated plants; and bounded on the east, Ponnachchy, wife of Sithamparapillai; north, lane; west, Kathiravelu Velupillai; south, Sellammah, wife of Ramasamy, and sister. Of this exclusive of ½ share of the well and water-course, the rest hereof.

(b) Land called Parayanpulam, situated at Moolai in Sankana, Valikamam West, Jaffna District, Northern Province, in extent 7 lachams p.c. and 7 kulies with share of kerney; and bounded on the east, Saravanap Perumal Ambalavanar; north, Velauthar Kanapathipillai; west, Sinnappu Appapillai and shareholders; south, Annapillai, wife of Sinnathambu, and Sinnathambu, Vaithilingam. The whole hereof.

(c) Land situated at Moolai aforesaid called Parayanpulam Metku, in extent 10 lachams p. c., with the share of water of the well; and bounded on the east, Achikuddy, wife of Kanthappu; north, Kathiravelu Velupillai and Thangam, wife of Kumaravelu; west, Katpagam, wife of Sithampary, and Nagappan Sithampary; south, Thangam, wife of Kathiravelu, and Kanapathiar Nagamuttu. The whole hereof.

S. EHAMPARAM,  
Commissioner.

## Auction Sale.

*Land at Kilali in the District of Jaffna.*

UNDER decree in case No. 18,788, D. C., Jaffna, entered in favour of the plaintiff Velayuther Visuvanather of Manippa against the defendant Ramanathar Kanapathipillai of Chundikuly, Jaffna, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned lands by public auction on Friday, August 14, 1925, at 3 P.M. at the spot:—

All that allotment of land, situated at Kilali in the division of Pachchilaipalli called Tharavai Vaddichiththavaikal Tharavai Kachchapuliadi and other parcels, in extent 521 acres and 7½ kulies; and bounded on the east by Crown land, north by Crown land and the property of C. R. Tambyah, west by the property of Santhiapillai Savarimuttu and another, and south by seashore.

Jaffna, July 21, 1925.

B. EMMANUEL,  
Commissioner.

## Auction Sale.

*Lands and Movable in the District of Jaffna.*

UNDER decree in case No. 20,182, D. C., Jaffna, entered in favour of the plaintiffs Cargills, Limited, General Merchants, Colombo, against the defendants (1) Swampillai Francis Xavier Annasampillai of Jaffna town and (2) Philip Moses of Jaffna town, and by virtue of the order

issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned land and movables on Saturday, August 15, 1925, at the time specified under each item.

1. All that allotment of land situated at Thayiddy called Kutunthankaladdy, containing in extent 12 lachams varagu culture, with a share in the margosa trees standing on the northern and western boundary lands, and all other appurtenances belonging thereto; and bounded on the east by lane, on the north by the property of Chinnachchy, wife of Kanapathy, and others, on the west by the property of Theivanai, wife of Arumugam, and others, and the property of Kanthar Kanapathy and others, and on the south by the property of Sethupillai, wife of Rajasingam.

This land will be sold at 2 P.M.

2. Soda factory consisting of the soda machine furniture, fittings, effects, and things now lying and being at No. 94, Main street, in the Jaffna town, and all other accessories belonging to the said soda factory, and all such other goods, wares, and merchandise as shall from time to time be additions to or renewals to the said soda factory, whether the same shall be in the present place kept by the 1st defendant or elsewhere, and all the estate, right, title, interest, claim, and demand whatsoever of the 1st defendant in and to the same.

3. Twenty horse-power Ford lorry bearing index mark and number L. 7 and all the accessories thereunto belonging, and all the right, title, interest, claim, and demand whatsoever of the 1st defendant in and to the said lorry.

4. Twenty horse-power Ford car bearing index mark and number H. 171 and all the accessories thereunto belonging, and all the right, title, interest, claim, and demand whatsoever of the 1st defendant in and to the said motor car.

Items 2, 3, and 4 will be sold at No. 94, Main street, Jaffna town, at 4 P.M.

Jaffna, July 21, 1925.

B. EMMANUEL,  
Commissioner.

Auction Sale.

In the District Court of Kurunegala.

(1) M. A. S. Nagoor Meera Saibo and (2) M. A. S. Kader Meera Saibo, both of Kurunegala..... Plaintiffs.

No. 10,725. Vs.

Weragoda Maralande Tikiri Rumihamy of Mahapitiye Walaunya..... Defendants.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree on Saturday, August 15, 1925, commencing at 2 P.M. on the seventh land herein below:—

1. An undivided  $\frac{1}{2}$  share of Muttettuwemukalana alias Hulanhikgahamulamukalana of 2 amunams kurakkan sowing extent, with the plantations and everything thereon, situate at Barigoda in Yatikaha korale.

2. An undivided  $\frac{3}{4}$  shares of Nettipolaralagewela alias kumbura of 3 pelas paddy sowing extent and the adjoining pillewa of 3 seers kurakkan sowing, situate at Karagahagedera in Meddeketiya korale.

3. Ranhegewewa of 1 pela paddy sowing extent, situate at Karagahagedera aforesaid.

4. All those contiguous allotments of land called Obberiyakotuwakumbura of  $1\frac{1}{2}$  amunam paddy sowing extent, Kongahamulahena of 1 timba kurakkan sowing extent, and Galagawahena of 3 lahas kurakkan sowing extent, now forming one property, situate at Wewella in Meddeketiya korale.

5. Dewalewatta of 3 lahas kurakkan sowing extent, situate at Wewella aforesaid.

6. Ranhegewewa of 1 pela paddy sowing extent, situate at Karagahagedera aforesaid.

7. The land called and known as Mahapitiya estate, situate in the villages Ahugoda and Mailla in Recopattu korale and in the village Yatihena in Udapola Medalasse korale; containing in extent of 161 acres 1 rood, and described as lots Nos. 1, 2, and 3 in the figure of survey made by Mr. J. A. Goonasekera, Licensed Surveyor, on August 5 and 6, 1924.

Further particulars from Messrs. Gomis & Jayasundera, Proctors, Kurunegala, or from me—

T. B. AMUNUGAMA,  
Kurunegala, July 21, 1925. Licensed Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Kegalla.

Haturusinhage Sundarasekera of Kadugannawa... Plaintiff.

No. 6,918. Vs.

(1) Asmadalagedera Tikiri Menika of Diyasunnata and others..... Defendants.

UNDER and by virtue of the decree entered in the above case and commission issued to me, I shall sell by public auction at the spot on Saturday, August 15, 1925, the following premises declared bound and executable for the recovery of the sum of Rs. 5,334.10 with legal interest on Rs. 5,075 from April 8, 1925, till payment in full.

The sale will commence with the first land at 1.30 P.M., and will be continued in order as the lands are numbered, to wit:—

1. All those lands called Agalapallekumbura and pillewa forming one land of 1 amunam paddy sowing, situated at Diyasunnata in Meddemediya pattu of Kinigoda korale in Kegalla District.

2. All that land called Asseddumtennemakulagahamulawatta of 12 lahas paddy sowing, situated at Diyasunnata aforesaid.

3. An undivided  $\frac{1}{2}$  share of the field called Agalapalle-aswedduma and its pillewa forming one land of 1 pela paddy sowing, situated at Diyasunnata aforesaid.

4. All that allotment of land called Alakoladeniya of 1 acre 1 rood and 22 perches, situated at Diyasunnata aforesaid.

5. All that allotment of land called Kongahamulahena of 1 acre and 3 roods in extent, situated at Diyasunnata aforesaid.

6. An undivided extent of 3 pelas and  $2\frac{1}{2}$  lahas paddy sowing out of the lands Welipelakumbura, Hadupelakumbura, and Karanduponekumbura forming one land of 1 amunam paddy sowing, situated at Eriyawa in Meddemediya pattu aforesaid.

The machinery erected by the 3rd defendant in the above lands and the buildings appertaining thereto are excluded from above sale.

D. S. WICKRAMASINGHE,  
Kegalla, July 17, 1925. Auctioneer.

Cancellation and Revocation of Power of Attorney.

THIS is to inform the general public that the Power of Attorney bearing No. 903 dated June 28, 1920, and attested by Mr. W. P. D. Vanderstraaten of Colombo Notary Public, whereby I appointed Pudiaveettill Oommer of Colombo as my attorney has been cancelled and revoked as from this date. The said Pudiaveettill Oommer is no longer my attorney.

Colombo, July 15, 1925. P. B. UMBICHY.

## APPLICATIONS FOR FOREIGN LIQUOR LICENCES, &amp;c.

*Post*  
I hereby give notice that I have on June 3, 1925, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1926 :—

*E 23/11*  
Schedule referred to.

Name and address of applicant: H. H. Heinemann, High Cross, Colpetty.

Description of licence applied for: Private residential hotel.

State whether application is for renewal of existing licence or for a new licence: For a new licence.

Situation of premises to be licensed: Isabel Court, Colpetty.

H. H. HEINEMANN.

*Post*  
I hereby give notice that I have on July 19, 1925, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1926, in compliance with Excise Notification No. 75 of June 15, 1918 :—

*E 23/11*  
Schedule referred to.

Name and address of applicant: B. M. P. Mendis, Nugegahawatta, Moratuwa.

Description of licence or licences applied for: Retail and tavern for the sale of foreign liquor not to be consumed and to be consumed on the premises, respectively.

State whether application is for renewal of existing licence or licences or for a new licence or licences: Renewal.

Situation of premises to be licensed: 163, Nugegahawatta, Moratuwa.

B. M. P. MENDIS.

*Post*  
We hereby give notice that we have on July 1, 1925, applied to the Assistant Government Agent, Matale, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1926, in compliance with Excise Notification No. 75 of June 15, 1918 :—

*E 23/11*  
Schedule referred to.

Name and address of applicants: Kandasamy & Co., General Merchants, Matale.

Description of licence applied for: Retail licence for the sale of foreign liquor not to be consumed on the premises.

State whether application is for renewal of existing licence or licences or for a new licence or licences: Renewal of existing licence.

Situation of premises to be licensed: The western portion facing Prince street of the building, assessment No. 681 of Trincomalee street, Matale.

KANDASAMY & Co.

## NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."

## Toddy Rents, Western Province, Colombo District, 1925-26.

SEALED tenders will be received by the Government Agent, Western Province, at the Colombo Kachcheri, up to 12 noon on August 12, 1925, for the purchase of the privilege of selling fermented toddy by retail, subject to the Toddy Rent Sale Conditions published in *Government Gazette* No. 7,542 of March 27, 1925, for a period of one year from October 1, 1925, to September 30, 1926, at Toddy Tavern No. 8, Demanhandiya, situated at Godakaha palata in Alutkuru korale north in Negombo District, at a site to be approved by the Government Agent.

2. Tenders should be superscribed "Tender for Toddy Rent" in red ink on the left hand top corner of the envelope.

3. No tender will be considered unless the person making such tender be present in person.

4. The Government Agent reserves to himself the right of rejecting any or all tenders, and the right of accepting any tender.

5. The hours during which the toddy tavern will be allowed to be kept open will be 7 A.M. to 7 P.M.

6. Further information can be obtained on application to the Government Agent.

The Kachcheri,  
Colombo, July 17, 1925.

R. N. THAINE,  
Government Agent.

## Notice of Sale of Foreign Liquor Tavern, Jaffna Town.

TENDERS are hereby invited for the purchase of the privilege of selling foreign liquor by retail to be consumed on the premises at a suitable place within the Jaffna Urban District Council limits for a period of twelve months from October 1, 1925, to September 30, 1926, subject to the existing general conditions applicable to all Excise licences, and to those which will be published in the *Government Gazette* in due course.

2. Tenders, which must be in sealed envelopes superscribed "Tender for Foreign Liquor Tavern," should be addressed to the Government Agent, Northern Province, and should reach the Jaffna Kachcheri not later than 11 A.M. on Thursday, August 20, 1925. The tenderers must be present at the Kachcheri at that time.

3. The successful tenderer will be required immediately to pay to the Government Agent the full amount tendered in stamps.

4. The Government Agent reserves to himself the right of rejecting any tender.

5. Any further particulars can be obtained on application at the Jaffna Kachcheri.

6. "Off sales" will not be allowed.

The Kachcheri,  
Jaffna, July 18, 1925.

F. J. SMITH,  
Government Agent.

## Toddy Rents, Kegalla District, 1925-26.

NOTICE is hereby given that the exclusive privilege of selling fermented toddy from October 1, 1925, to September 30, 1926, in the taverns mentioned in the attached schedule, will be put up for sale by public auction by the Assistant Government Agent, Kegalla, at the place mentioned in the schedule.

The Kachcheri,  
Kegalla, July 20, 1925. Assistant Government Agent.

## SCHEDULE.

Sale at Kegalla Kachcheri on Wednesday, August 19 1925, at 10.30 a.m.

No. and Name of Tavern.	Division.	Locality or Range.
1 Ussapitiya*	Galboda korale	Within the villages of— Asmadala, Diwela, Udagama, Patte- gama, and Ussa- pitiya
2 Weligomuwa	Kinigoda korale	Gabbala, Hewadiwela, and Weligomuwa
3 Ambalanpitiya*	Three Korales	Ambalanpitiya and Godagampola
4 Pelenpitiya*	do.	Pelenpitiya
5 Debatgama *	Paranakuru korales	Debatgama Udabage
6 Deyanwela*†	do.	Deyanwela
7 Ambalakanda*†	do.	Ambalakanda

\* Subject to the prohibition of "off sales."

† Subject to the approval of the Excise Advisory Committee.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

### Applications for Grants in Aid of Schools.

NOTICE is hereby given that applications have been received for grants in aid of the following schools:—

The Superintendent, Hinxton Estate	..	Hinxton Estate Vernacular Mixed School, which is situated in the Hinxton estate, Tebuwana, Kalutara District of the Western Province.
The Superintendent of Aldie Estate	..	Aldie Estate Vernacular Mixed School, which is situated on Aldie estate, Dikoya Group of the Central Province.
The General Manager, Buddhist Schools, Colombo		Ananda (Wijayaraja) Boys' English School, which is situated in Vine street, Mutwal, within the Colombo Municipality of the Western Province.

Observations will be received not later than August 23, 1925.

Education Office,  
Colombo, July 16, 1925.

L. MACRAE,  
Director of Education.

### Change of Management.

NOTICE is hereby given that Mr. R. Kandiah has been appointed Manager of the School mentioned below, in place of Mr. R. Kathirkamathamby:—

*School referred to.*

Karanavay Ilagama School.

Education Office,  
Colombo, July 21, 1925.

L. MACRAE,  
Director of Education.

### Closure of Area for Application Surveys in North-Central Province.

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

2. The Province is divided into 3 areas:—

Area No. 1, which includes Kunchuttu, Kalpe, Mahapotana, Kanadara, and Uddiyankulam korales.

Area No. 2, which includes Ulagalla, Kalagam, Negampaha, Unduruwa, Kiralowa, Maminiya, and Matombuwa korales, and Tamankaduwa and Egoda pattuwa.

Area No. 3, which includes Willachchiya, Nuwaragam, Kadawat, Eppawala, and Kende korales.

3. Area No. 2 will be closed on August 21, 1925, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again reopened. This, however, will not preclude applicants from submitting to me for registration, applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

4. The next area to be closed for survey will be area No. 3 followed in due course by area No. 1. Applications for the purchase or lease of Crown land in these two areas should be forwarded to me as early as possible.

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

July 14, 1925.

F. BARTLETT,  
Government Agent.

### Sale of Building Materials.

NOTICE is hereby given that the following building materials lying at the Technical Schools premises will be sold by public auction on the spot, on Tuesday, August 4, 1925, at 2 P.M.:—

#### List of Materials.

22 jak joists 6 ft. 2 in. × 8 in. × 2 in.  
32 jak joists 4 ft. × 8 in. × 2 in.  
91 teak planks 6 ft. 4 in. × 6 in.  
7 teak planks 11 ft. × 6 in.  
6 teak planks 7 ft. × 6 in.

2. The articles may be inspected at the site on permit of the Provincial Engineer, Western Province, Colombo.

3. The purchasers will be required to deposit the full amount of the purchase money with the Provincial Engineer, Western Province, Colombo, at the close of the auction, when the articles become the property of the respective buyers at their risk. All articles must be removed within three days from the date of sale.

Public Works Office,  
Colombo, July 20, 1925.

E. W. BARTHOLOMEW,  
for Director of Public Works.

### Gemming in Crown Land.

NOTICE is hereby given that the Assistant Government Agent of Kalutara will receive sealed tenders for permission to gem for one year in the under-mentioned Crown land in the District of Kalutara.

2. The tenders, which must be in sealed envelopes superscribed "Tender for Gemming in Crown land," will be received at the Kalutara Kacheheri until 1 P.M. on Friday, August 14, 1925, when they will be opened, and all persons submitting tenders will be required to be present, or to satisfy the Assistant Government Agent by some duly accredited agents that the tender is *bona fide*.

3. The Assistant Government Agent reserves to himself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender.

4. The successful tenderer should deposit Rs. 100 as security for filling up pits.

5. Further information can be obtained from the Assistant Government Agent, Kalutara.

**Land.**

An allotment of land called Kanakōtaliya at Dewamulla in Pasdun korale east; containing in extent 1 acre, and bounded on the north by Crown land called Horaketikele, east by leased Crown land called Horaketikele, west by private land called Amokanda, and on the south by private land called Palugedarawatta.

The Kachcheri, N. W. MORGAPPAH, JR.,  
Kalutara, July 21, 1925. for Assistant Government Agent.

**Foot-and-Mouth Disease.**

WHEREAS by proclamation dated June 6, 1925, published in the *Government Gazette* No. 7,468 of June 12, 1925, the premises bearing assessment No. 67, situated at Timbirigasyaya road, 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 foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from June 29, 1925.

The Municipal Office, CHAS. W. PATE,  
Colombo, July 15, 1925. Municipal Veterinary Surgeon.

**Foot-and-Mouth Disease.**

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

This declaration shall take effect from July 14, 1925.

The Municipal Office, CHAS. W. PATE,  
Colombo, July 15, 1925. Municipal Veterinary Surgeon.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 43, situated at Wekanda, 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 July 16, 1925.

The Municipal Office, CHAS. W. PATE,  
Colombo, July 20, 1925. Municipal Veterinary Surgeon.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the premises known as the Old Conservancy Depôt, Narahenpita, 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 July 14, 1925.

The Municipal Office, CHAS. W. PATE,  
Colombo, July 21, 1925. Municipal Veterinary Surgeon.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out on Paragahawatta at Weligampitiya in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land belonging to Angeltina Fernando, south by land belonging to A. Pabilis Gomis, east by land belonging to M. Kelamenti Peris, west by land belonging to Sam Soysa.

This declaration shall take effect from the date hereof.

TIMOTHY F. ABAYAKOON,  
July 13, 1925. Mudaliyar, Alutkuru Korale South.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out on Wettukurunduwatta at Weligampitiya in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land belonging to Elaris Rodrigo, south by land belonging to A. D. A. Seneviratna, east by the field, west by land belonging to Don Vitorianu Singho.

This declaration shall take effect from the date hereof.

TIMOTHY F. ABAYAKOON,  
July 13, 1925. Mudaliyar, Alutkuru Korale South.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out on Delgahawatta at Maeliya in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land belonging to Thiborsianu Gomis, south by land belonging to B. Marthinu Perera, east by the field, west by dewata road leading to Weligampitiya.

This declaration shall take effect from the date hereof.

TIMOTHY F. ABAYAKOON,  
July 13, 1925. Mudaliyar, Alutkuru Korale South.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Narahenpita in Colombo Mudaliyar's division, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Kirillapone-ela, south by high road to Nawala and Kelani Valley Railway line, east by high road to Nawala, west by Kelani Valley Railway line.

This declaration shall take effect from the date hereof.

MAURICE PERERA,  
July 13, 1925. Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Narahenpita in Colombo Mudaliyar's division, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Government dairy, south by Nawala road, east by Kelani Valley Railway line, west by Kirillapone-oya.

This declaration shall take effect from the date hereof.

MAURICE PERERA,  
July 15, 1925. Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Midellewala division No. 29, in Yatigaha pattu south, Hapitigam korale of the Negombo District of the Western Province: It is hereby declared in terms of

section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by village boundary of Walbolana, south by boundary of Siyane korale west, east by Dulle-oya, west by boundary of Siyane korale west.

This declaration shall take effect from the date hereof.

A. F. SAMARASINGHE,  
Chief Headman.

July 13, 1925.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Mangedara division No. 34, in Yatigaha pattu south, Hapitigam korale of the Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by village boundary of Gaspe, south by village boundary of Patagama, east by boundary of Siyane korale, west by tract of paddy fields.

This declaration shall take effect from the date hereof.

A. F. SAMARASINGHE,  
Chief Headman.

July 13, 1925.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Hanchapola division No. 33, in Yatigaha pattu south, Hapitigam korale of the Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by village boundary of Datgama, south by boundary of Alutkuru korale, east by village boundary of Hirikuluwa, west by boundary of Alutkuru korale.

This declaration shall take effect from the date hereof.

A. F. SAMARASINGHE,  
Chief Headman.

July 14, 1925.

#### Foot-and-Mouth Disease.

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

The area bounded on the north by high road, south by land belonging to the heirs of D. C. Perera and others, east by tract of fields, west by land belonging to Sadris Perera and others.

This declaration is to take effect from this date.

C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.

July 14, 1925.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the under-mentioned area described below, in Pitigal korale north of the North-Western Province: I do hereby declare in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909, that the said area is an infected one, viz. :—

Area referred to.  
Kadkapalliya.

Boundaries.—North, village boundary of Pahala Ollidaluwa; east, village boundary of Kapugegama; south, village boundary of Pambala; west, Pambala lake.

This proclamation takes effect from July 15, 1925.

J. E. COREA,  
Mudaliyar, Pitigal Korale North.

July 15, 1925.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the under-mentioned area described below, in Pitigal korale north of the North-Western Province: I do hereby declare in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909, that the said area is an infected one, viz. :—

Area referred to.

Siyambalagaswela.

North, village boundary of Maradankulama; east, Pitawalayagama District Road Committee road; south, village boundary of Pambala; west, village boundary of Kakkapalliya.

This proclamation takes effect from July 15, 1925.

J. E. COREA,  
Mudaliyar, Pitigal Korale North.

July 15, 1925.

#### Foot-and-Mouth Disease.

WHEREAS by the proclamation dated June 12, 1925, the areas Arachchikattuwa, Rajakadaluwa, Kuda Manaweriya and Maha Manaweriya in Pitigal korale north, were declared infected areas; and whereas foot-and-mouth disease no longer exists in the said areas, they are hereby declared free from foot-and-mouth disease, and to be no longer infected areas.

J. E. COREA,  
Mudaliyar, Pitigal Korale North.

July 18, 1925.

#### Foot-and-Mouth Disease.

WHEREAS by proclamation dated June 16, 1925, published in *Government Gazette* No. 7,472 of July 3, 1925, Pitihuma, in the Mawata pattu of Kegalla District, Province of Sabaragamuwa, was proclaimed an infected area, in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said area, it is now declared under section 5 (5), of the said Ordinance, free from foot-and-mouth disease, and no longer an infected area.

This declaration shall take effect from to-day.

The Kachcheri, L. J. SENEVIRATNE,  
Kegalla, July 15, 1925. for Assistant Government Agent.

#### Foot-and-Mouth Disease.

WHEREAS by proclamations dated June 26 and 27, 1925, published in *Government Gazettes* Nos. 7,472 of July 3, and 7,473 of July 10, 1925, Polatagama and Uragala in Kitulgala palata, Kegalla District, were proclaimed as infected areas, in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said areas, it is now declared under section 5 (5), of the said Ordinance, free from foot-and-mouth disease, and no longer infected areas.

This declaration shall take effect from to-day.

The Kachcheri, L. J. SENEVIRATNE,  
Kegalla, July 17, 1925. for Assistant Government Agent.

#### Hoof-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Ganegoda in the Four Gravets of Galle District of the Southern 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* dated July 3, 1925, is free from hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from the date hereof.

The Kachcheri, J. A. MULHALL,  
Galle, July 16, 1925. for Government Agent.

July 16, 1925.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out at Paragammana and Dambagahagedara villages in Madige palata, in Medapattu korale west, in Katugampola hatpattu of the Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Hengawa village, south by Kitalahitiyawa village, east by Telambugammana village, west by Kankaniyamulla Crown forest.

This declaration shall take effect from the date hereof.

L. NUGAWELA,  
Ratemahatmaya, Katugampola Hatpattu.  
July 11, 1925.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the under-mentioned area in Pitigal korale south in Chilaw District of the North-Western Province: I do hereby declare in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909, that the said area is an infected area :—

**AREA REFERRED TO.***Nunjundankare Boundaries.*

North by the village limits of Angampitiya and Aluttota, east by Negombo-Chilaw road, south by Maha-oya river, and west by sea.

This declaration shall take effect from the date hereof.

C. G. DE ALWIS,  
Mudaliyar, Pitigal Korale South.

July 17, 1925.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out at Boyawalana palata in Udukaha korale south, in Dambadeni hatpattu of Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Nallure, south by Maha-oya, east by Henduwawa and Keppitiwalana, and west by Kuda-oya.

This declaration shall take effect from the date hereof.

T. W. MARALANDE,  
July 17, 1925. Ratemahatmaya, Dambadeni Hatpattu.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out at Wewala palata in Udukaha korale south, in Dambadeni hatpattu of Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Kiriwanapola, south and west by Maha-oya, and east by Bowala.

This declaration shall take effect from the date hereof.

T. W. MARALANDE,  
July 17, 1925. Ratemahatmaya, Dambadeni Hatpattu.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out at Ihala Kalalpiti palata in Udukaha korale south, in Dambadeni hatpattu of Kurunegala District of the North-Western Province: It is hereby declared in terms

of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Pahala Kalalpiti palata, south by Paramaulla, Urulemulla, and Kebellawita, east by Udukaha korale east, and west by Imbulgoda, Abbowa, and Madawala.

This declaration shall take effect from the date hereof.

T. W. MARALANDE,  
July 18, 1925. Ratemahatmaya, Dambadeni Hatpattu.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out at Keppitiwalana palata in Udukaha korale south, in Dambadeni hatpattu of Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Nebodawatura, Bogomuwa, and Boyawalana, south by Tumbulla, and Imbulgoda, east by Patayala and Henduwawa, and west by Bogahawatta, Galdeniya, and Kanamiwala.

This declaration shall take effect from the date hereof.

T. W. MARALANDE,  
July 20, 1925. Ratemahatmaya, Dambadeni Hatpattu.

**Hoof-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Makandura palata in Pitigal korale, in Katugampola hatpattu of the Kurunegala District of the North-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* dated May 22, 1925, is free from hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, H. W. ABEYWARDENE,  
Kurunegala, July 20, 1925. for Government Agent.

**Hoof-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Katugampola palata in Meda pattu korale east, in Katugampola hatpattu of the Kurunegala District of the North-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* dated May 24, 1925, is free from hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, H. W. ABEYWARDENE,  
Kurunegala, July 21, 1925. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out at Waradola and Kotamuduna wasamas in Kandukara korale in Buttala division: I, J. G. Rambukpota, Ratemahatmaya, Buttala, do hereby declare under sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the area, within the following boundaries, is an infected area, viz. :—

*Boundaries.*—North, boundary of Passara korale; east, village boundary of Wekumbura and Gallobe; south, Hunukotuwe-ara and Parapa-oya; west, Ritigahadova and Hingurukaduwa village boundaries.

This declaration shall take effect from the date hereof.

J. G. RAMBUKPOTA,  
July 9, 1925. Ratemahatmaya, Buttala.



**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out at Alupota town, Waspane, and Bogahapelessa wasamas in Kandukara korale in Buttala division: I, J. G. Rambukpota, Ratemahatmaya of Buttala, do hereby declare under sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the area, within the following boundaries, is an infected area, viz. :—

*Boundaries.*—North, Hunukotuwe-ara and Parapa-oya; east, village limits of Wekumbura, Tallanda, and Gedivile; south, Ambalanpota-ara, Pussellawa, and Madugahapattiya village boundaries; west, Keliwessa, Kehelagale village boundaries.

This declaration shall take effect from the date hereof.

July 9, 1925.

J. G. RAMBUKPOTA,  
Ratemahatmaya, Buttala.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out at Batugammana wasama in Buttala Wedirata korale in Buttala division: I, J. G. Rambukpota, Ratemahatmaya, Buttala, do hereby declare under sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the area, within the following boundaries, is an infected area, viz. :—

*Boundaries.*—North, village limit of Bolgallegama; east, village limit of Obekota; south, village limit of Muppane; west, Kumbukkan-oya.

This declaration shall take effect from the date hereof.

July 10, 1925.

J. G. RAMBUKPOTA,  
Ratemahatmaya, Buttala.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out at Udumulla hamlet in Magandana village, in Dambagalla korale of the Province of Uva: I, Charles William Bible, Ratemahatmaya of Wellassa, do hereby declare, under sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the area, within the following boundaries, is an infected area, viz. :—

*Boundaries.*—North, Namal-oya; east, Provincial Road Committee road to Deliva; south, Provincial Road Committee road to Deliva; west, village boundary of Magandana.

This declaration shall take effect from the date hereof.

July 11, 1925.

C. W. BIBLE,  
Ratemahatmaya, Wellassa.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Weligepola in Helapalla palata of Meda korale, Ratnapura District of the Province of Sabaragamuwa, bounded on the north by Imbulamune and Welanga village boundaries, east by Balimaliyedda and Urawala village boundaries, south by Atakalan korale boundary, west by Panana wasama boundary, is declared an infected area in terms of section 5 (1) and (2) of Ordinance No. 25 of 1909.

This declaration will take effect from July 12, 1925.

July 12, 1925.

BARNES RATWATTE,  
Ratemahatmaya, Kadawata and  
Meda Korales.

**Rinderpest.**

WHEREAS rinderpest has broken out among black cattle on Ihalagederawatta, within the division of the Police Officer of Babarenda south in the Wellaboda pattu of the Matara District, Southern Province: It is

hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, that the under-mentioned area is infected, viz. :—

*Limits of Infected Area.*

North by the Public Works Department road from Matara to Tangalla.

South by the Sea.

East by the Tondillakalapuwa.

West by Paluwatta dewata road.

This proclamation takes effect from July 8, 1925.

The Kachcheri, A. N. STRONG,  
Matara, July 20, 1925. Assistant Government Agent.

**Rinderpest.**

WHEREAS rinderpest exists in the village of Pannagamuwuwa in Magam pattu, Hambantota District, Southern Province: It is hereby proclaimed under the provisions of section 5 (1) and (2) of Ordinance No. 25 of 1909, that the area, the limits of which are specified below, is an infected area, viz. :—

*Boundaries of the Area referred to.*

North by the southern boundary of village Lunuganvehera, east by Kirinde-oya, south by northern boundary of Wirawila and Wirawila-Tissa road, west by eastern boundary of Mid-Walakada west.

This proclamation shall take effect from date hereof.

July 8, 1925.

H. E. AMARASEKARE,  
Mudaliyar, Magam Pattu.

**Rinderpest.**

WHEREAS rinderpest exists in the village of Keligama in Magam pattu, Hambantota District, Southern Province: It is hereby proclaimed under the provisions of section 5 (1) and (2) of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, that the area, the limits of which are specified below, is an infected area, viz. :—

*Boundaries of the Area referred to.*

North: Northern boundary of Keligama.

East: Malala-ara.

South: Hambantota-Tanamalwila road.

West: Old Badulla road.

This proclamation shall take effect from date hereof.

July 15, 1925.

H. E. AMARASEKARE,  
Mudaliyar, Magam Pattu.

**Rinderpest.***Protective Zone.*

WHEREAS rinderpest exists in Sittarama village in Province of Uva: Notice is hereby given under section 6 of Ordinance No. 25 of 1909, that the area, the limits of which are specified below, is established a protective zone.

North: Province of Uva.

East: Katagamuwa tank; footpath from Katagamuwa to Palatupana.

South: the sea.

West: the Kirindi-oya.

This proclamation shall take effect from the date hereof.

The Kachcheri, R. M. M. WORSLEY,  
Hambantota, July 20, 1925. Assistant Government Agent.

**Rinderpest.**

I, EDWARD TURNER MILLINGTON, Government Agent of the Province of Uva, by virtue of the powers vested in me by section 7 (1) of Ordinance No. 25 of 1909, do hereby proclaim that the road from Wellawaya to Tanamalwila shall be closed to all cattle and animal traffic for a further period of ten days from the date hereof.

The Kachcheri,  
Badulla, July 18, 1925.

E. T. MILLINGTON,  
Government Agent.

**Rinderpest.***Protective Zone.*

WHEREAS rinderpest exists in Hunuwala South and North in Medakorale, and Dandawa and Kattange in Uda pattu, Nawadun korale, Ratnapura District, Province of Sabaragamuwa: Notice is hereby given under section 6 (1) of Ordinance No. 25 of 1909, that the under-mentioned wasama called Hapurudeniye wasama in Pannil pattu, Atakalan korale, limits of which are specified below, is established a protective zone, viz. :—

North by We-ganga (Dandawa and Hunuwala).  
South by Buluwana, Panawala, and Atakalanpanna.  
East by Hattella, Narissa, and Makandura.  
West by Welandura, Nugawela, and Eluwana.

This notice shall take effect from the date hereof.

The Kachecheri,  
Ratnapura, July 15, 1925.

T. A. HODSON,  
Government Agent.

**Anthrax.**

WHEREAS anthrax has broken out at Yati Hanguranketa village in Diyatileke korale of Uda Hewaheta, in the Nuwara Eliya District, Central Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, the under-mentioned area is infected, viz. :—

Area bounded on the north by the cart road to Kurunduya, east by the Harakgama village boundary and Illuk-talawa, south by Udamaluwa and Hanguranketa town boundary, and west by Ma-oya and Goonamaditta.

This declaration shall take effect from July 13, 1925.

C. HARRISON-JONES,  
Assistant Government Agent.

The Kachecheri,  
Nuwara Eliya, July 20, 1925.

**ABSTRACTS OF SEASON REPORTS.****SEASON REPORTS FOR THE MONTH OF JUNE, 1925.****WESTERN PROVINCE.****COLOMBO DISTRICT.**

Paddy: paddy plants of the yala season are growing well. Fields are being prepared for the maha season.

Dry grains: kurakkan has been sown in some villages of Siyane korale west and Hewagam korale.

Coconuts: prospects of the coming crop are good. Flowering is good and the crop harvested for the month is about 67,000,000 nuts.

Other products: pineapples, oranges, mangoes, jak, and breadfruit can be had at reasonable prices.

Prices of foodstuffs: country rice, Rs. 5 to Rs. 6.50 per bushel; imported rice, Rs. 6.50 to Rs. 9 per bushel; paddy, Rs. 2 to Rs. 3 per bushel; kurakkan, Rs. 4 to Rs. 5 per bushel; coconuts, Rs. 5 to Rs. 6 per 100 nuts; salt, 12 to 14 cents per measure.

Health of inhabitants: satisfactory, but there were some cases of chickenpox and measles in the district.

Health of cattle: satisfactory, except for some cases of foot-and-mouth disease in Hapitigam korale, Alutkuru korale north, Siyane korale east, and Salpiti korale.

Weather: rainy weather prevailed during the month.

**KALUTARA DISTRICT.**

Paddy: the yala paddy is thriving.

Dry grain: there is very little dry grain cultivation in the district.

Coconuts: the month's yield of coconuts is estimated at 2,452,000 nuts.

Other products: fruit and vegetables were, as usual, scarce.

Prices of foodstuffs: country rice is not available for sale; paddy, Rs. 2 to Rs. 3 per bushel; imported rice, Rs. 5 to Rs. 10 per bushel; kurakkan, Rs. 3.25 per bushel (not available for sale); maize, nil; coconuts, Rs. 5 to Rs. 10 per 100 nuts; salt, 10 to 12 cents per measure.

Health of inhabitants: good.

Health of cattle: foot-and-mouth disease prevailed in the totamunes.

Remarks applicable to particular districts: fish was scarce during the month.

Harvest prospects generally: too early to pronounce any opinion.

Weather: there was heavy rain during the month.

General: nil.

**CENTRAL PROVINCE.****KANDY DISTRICT.**

Paddy (prospects of coming crop, &c.): yala fields in ears. In some parts fields are being ploughed for the maha.

Dry grain (prospects of coming crop, &c.): kurakkan chenas are in blossom.

Coconuts (prospects of coming crop, &c.): flowering satisfactory.

Other products (prospects of coming crop, &c.): satisfactory.

Prices of foodstuffs: country rice, Rs. 5 to Rs. 7.50 per bushel; paddy, Rs. 2 to Rs. 3 per bushel; imported rice, Rs. 7 to Rs. 9 per bushel; kurakkan, Rs. 2 to Rs. 4 per bushel; maize, Rs. 2 to Rs. 5 per bushel; coconuts, Rs. 5 to Rs. 10 per 100 nuts; salt, 14 to 16 cents per measure.

Any other prices of interest: the rubber market has improved.

Health of inhabitants: satisfactory. Influenza prevailing in the district as well as measles, chickenpox, &c.

Health of cattle: good.

Remarks applicable to particular district, e.g., condition of tanks or fisheries, &c: nil.

Weather (general remarks only): a wet month.

Harvest prospects generally: satisfactory.

General (any other remarks of interest): fruits are somewhat scarce.

## MATALE DISTRICT.

Paddy (prospects of coming crop, &c.): paddy crops in plant. Prospects fair.

Dry grain (prospects of coming crop, &c.): in Matale South crops budding. In Matale North and East clearing of chenas for kurakkan cultivation has not begun.

Coconuts: fair.

Prices of foodstuffs: country rice, Rs. 5 to Rs. 7.25 per bushel according to locality; imported rice, Rs. 6 to Rs. 9.50 per bushel according to locality; paddy, Re. 1.75 to Rs. 2.75 per bushel according to locality; kurakkan, Re. 1.50 to Rs. 3 per bushel according to locality; salt, 14 to 20 cents per measure according to locality; chillies, 30 to 60 cents per pound according to locality; coconuts, Rs. 4 to Rs. 10 per 100 nuts according to locality.

Health of inhabitants: good, except for a few cases of measles, chickenpox, and influenza in some villages.

Health of cattle: good.

Remarks applicable to particular district, *e.g.*, condition of tanks, &c.: there was sufficient water in streams and rivers. Tanks partially full.

Weather: mostly dry. Rainfall: Matale, 5.13 in.; Dambulla, 1.30 in.

## NUWARA ELIYA DISTRICT.

Paddy: maha cultivation fields in Walapane have been harvested, and yala cultivation has commenced. In Uda Hewaheta some fields are being harvested and others have young plants. Cultivation in Kotmale has just commenced.

Dry grains: no work in the chenas.

Coconuts: estimated crop, 4,300 nuts.

Prices of foodstuffs: country rice, Rs. 7 to Rs. 8.25 per bushel; paddy, Rs. 2.50 to Rs. 3 per bushel; imported rice, Rs. 8 to Rs. 9.50 per bushel; kurakkan, Rs. 2.50 to Rs. 3.50 per bushel; coconuts, Rs. 9 to Rs. 12 per 100 nuts.

Health of inhabitants: satisfactory. There were a few cases of influenza, sore-eyes, dysentery, and fever in the villages.

Health of cattle: good, except for some cases of foot-and-mouth disease in Talawakele town.

Weather: It was wet in Kotmale and the Nuwara Eliya Gravets and dry in Uda Hewaheta and Walapane.

## SOUTHERN PROVINCE.

## GALLE DISTRICT.

Paddy (prospects of coming crop, &c.): the paddy crop is maturing under favourable weather. The last crop harvested yielded approximately 190,320 bushels.

Dry grain (prospects of coming crop, &c.): dry grain is not cultivated in this district to any appreciable extent.

Coconuts (prospects of coming crop, &c.): the estimated yield of the last crop is 30,228,000 nuts.

Other products (prospects of coming crop, &c.): other products are tea, rubber, cinnamon, citronella, arecanut, and a variety of fruits and vegetables. No estimate of their yield can be given.

Prices of foodstuffs: country rice, Rs. 6.40 to Rs. 8 per bushel; paddy, Rs. 2 to Rs. 4 per bushel; imported rice, Rs. 5.50 to Rs. 8 per bushel; kurakkan, Rs. 3 to Rs. 4 per bushel; maize, Rs. 2 to Rs. 5 per bushel; coconuts, Rs. 5 to Rs. 7 per 100 nuts; salt, 10 to 15 cents per measure.

Any other prices of interest: nil.

Health of inhabitants: satisfactory, except for a few cases of measles and chickenpox.

Health of cattle: satisfactory. Four cases of hoof-and-mouth disease were reported from the Ganegoda division, which has been proclaimed an infected area.

Remarks applicable to particular district, *e.g.*, condition of tanks or fisheries, &c.: nil.

Weather (general remarks only): generally wet.

Harvest prospects generally: good.

General (any other remarks of interest): nil.

## MATARA DISTRICT.

Paddy: the yala crop is blossoming.

Dry grain: cultivated in small patches.

Coconuts: prospects fair.

Other products: the other products are tea, rubber, cinnamon, citronella, arecanut, and a variety of fruit and vegetables. Prospects of crop, satisfactory.

Prices of foodstuffs: country rice, Rs. 6.39 per bushel; imported rice, Rs. 7.62 per bushel; kurakkan, Rs. 2.91 per bushel; Indian corn, Rs. 5.25 per bushel; coconuts, Rs. 6.25 per 100 nuts; salt, 15 cents per measure.

Health of inhabitants: satisfactory, except for a few cases of fever and influenza in Four Gravets and Gangaboda pattu, and dysentery in Weligam korale.

Health of cattle: satisfactory.

Tanks: full.

Weather: wet throughout the month.

Fisheries: fish was scarce during the month.

Harvest prospects generally: satisfactory.

General remarks: nil.

## HAMBANTOTA DISTRICT.

Paddy: yala crop, two months' old. Prospects favourable.

Dry grain: clearing for the ensuing maha will commence next month.

Cotton: clearing for maha begins next month.

Coconuts: flowering satisfactory; crop for the month is estimated at 408,200 nuts.

Other products: supply of vegetables poor.

Prices of foodstuffs: country rice, Rs. 5.76 to Rs. 7.50 per bushel; paddy, Rs. 2.50 to Rs. 2.75 per bushel; imported rice, Rs. 6.72 to Rs. 8.40 per bushel; kurakkan, Rs. 2.33 to Rs. 3 per bushel; maize, Rs. 3 to Rs. 5 per bushel; coconuts, Rs. 5 to Rs. 8 per 100 nuts; salt, 3½ to 7 cents per pound.

Any other prices of interest: nil.

Health of inhabitants: satisfactory.

Health of cattle: rinderpest and surra have broken out in several villages in Magam pattu.

Condition of tanks or fisheries: village tanks partly filled, fisheries poor.

Weather: maximum temperature, 94.1°; minimum temperature, 74.2°; rainfall, 1.63 inches.

Harvest prospects generally: good.

General: nil.

## NORTHERN PROVINCE.

## JAFFNA DISTRICT.

Paddy: the fields are being manured and ploughed.

Dry grains: maize and kurakkan on tobacco lands are growing well.

Coconuts: the trees are in good condition.

Other products: onions, chillies, and manioca are grown, all of which promise to yield a good crop.

Prices of foodstuffs: country rice Rs. 6.25 to Rs. 7.50 per bushel; country paddy, Rs. 3 to Rs. 3.75 per bushel; imported rice, Rs. 6.50 to Rs. 8.10 per bushel; kurakkan, Rs. 2.50 to Rs. 3 per bushel; maize, Rs. 2.50 to Rs. 3 per bushel; coconuts, Rs. 5 to Rs. 9 per 100 nuts; salt, 12 to 14 cents per measure.

Health of inhabitants : good, except for stray cases of fever.

Health of cattle : good.

Weather : light showers of rain fell in some parts during the month. The days are very hot in spite of the blowing of the south-west winds.

#### MANNAR DISTRICT.

Paddy (prospects of coming crop, &c.) : sirupokam is in progress and promises to yield a fair crop.

Dry grain (prospects of coming crop, &c.) : nil.

Coconuts (prospects of coming crop, &c.) : in good condition. Estimated crop 78,000.

Other products (prospects of coming crop, &c.) : nil.

Prices of foodstuffs : country rice, Rs. 6.50 to Rs. 8 per bushel ; paddy, Rs. 2.50 to Rs. 2.87 per bushel ; imported rice, Rs. 6 to Rs. 10 per bushel ; kurakkan, nil ; maize, nil ; coconuts, Rs. 6 to Rs. 15 per 100 nuts ; salt, 12 to 15 cents per measure.

Any other prices of interest : nil.

Health of inhabitants : good. Fever prevailed to some extent in the Mannar Island division.

Health of cattle : nil.

Remarks applicable to particular district, *e.g.*, condition of tanks or fisheries, &c. : most of the tanks are getting dry.

Weather (general remarks only) : dry.

Harvest prospects generally : good.

General (any other remarks of interest) : nil.

#### MULLAITTIVU DISTRICT.

Paddy : kalapokam crop is being thrashed. Idaipokam is maturing. Sirupokam is being sown.

Dry grain : nil.

Coconuts : prospects satisfactory.

Other products : vegetable gardens are doing well. Tobacco has been cured.

Prices of foodstuffs : paddy, Rs. 2.50 to Rs. 2.75 per bushel ; rice, Rs. 5.50 to Rs. 7.50 per bushel ; kurakkan, Rs. 2 to Rs. 2.75 per bushel ; coconuts, Rs. 5 to Rs. 14 per 100 nuts ; salt, 10 to 18 cents per measure.

Health of the inhabitants : not satisfactory ; pneumonia, influenza, and dysentery prevail.

Health of cattle : good ; pasture, fair.

Special remarks : village tanks are all dry. Fishing not very satisfactory in the Maritime pattus.

Weather : no rain ; days are hot.

Harvest prospects : not very encouraging ; considerable damage by flies is reported.

General remarks : nil.

#### EASTERN PROVINCE.

##### BATTICALOA DISTRICT.

Paddy : pinmari crops are being harvested and thrashing is going on in some pattus. Ethalai lands already sown are doing well. A block of land under Sagamam and low lands under Pattipola-aar are being prepared for a second pokam.

Dry grains : not in season. Chenas are being demarcated and cleared in some pattus.

Coconuts : trees appear to be in a healthy state.

Other products : vegetables, tapioca, chillies, and pine-apples are available.

Price of foodstuffs : paddy Re. 1.60 to Rs. 2.50 per bushel ; rice (country), Rs. 4.80 to Rs. 8.40 per bushel ; rice (imported), Rs. 9 per bushel ; kurakkan, Re. 1.50 to Rs. 3.50 per bushel ; maize, Re. 1.25 to Rs. 2.50 per bushel ; coconuts, Rs. 5.50 to Rs. 15 per 100 nuts ; salt, 3 to 4 cents per pound ; salt per measure, 25 cents in Wewgam pattu.

Health of inhabitants : there were a few cases of fever in Mannunai North and Karavaku divisions. An outbreak of influenza was also reported from Wewgam pattu.

Health of cattle : satisfactory. Hoof-and-mouth disease was prevailing in some villeges in Wewgam pattu.

Conditions of tanks or fisheries : good, catch of fish in sea was poor.

Weather : dry weather prevailed after the setting in of the kachchan. The rainfall for the month is 0.71 inches.

#### TRINCOMALEE DISTRICT.

Paddy : prospect of coming crop, satisfactory ; probable yield, 84,100 bushels ; estimated crop harvested, 47,055 bushels.

Dry grains : prospects of coming crop, nil ; probable yield, nil ; estimated crop harvested, nil.

Coconuts : prospects of coming crop, satisfactory ; probable yield, 221,375 nuts ; estimated crop harvested, 184,875 nuts.

Other products : prospects of coming crop, nil ; probable yield, nil ; estimated crop harvested, nil.

Prices of foodstuffs : country rice, Rs. 7 to Rs. 7.75 per bushel ; paddy, Rs. 2.80 to Rs. 3.75 per bushel ; imported rice, Rs. 9.25 per bushel ; kurakkan, nil ; maize, nil ; coconuts, Rs. 6 to Rs. 7 per 100 nuts ; salt, 4 to 8 cents per measure.

Health of people : not satisfactory. Cholera has been prevailing at Tamblegam since last part of this month.

Health of cattle : satisfactory.

Condition of tanks : not full.

Condition of fisheries : fair.

Weather : very warm.

Harvest prospects generally : fairly satisfactory.

General remarks : the cholera contact camp at Kiliveddi in Koddiiyar pattu has been closed, and contacts discharged.

#### NORTH-WESTERN PROVINCE.

##### KURUNEGALA DISTRICT.

Paddy (prospects of coming crop, &c.) : yala crops in young plants.

Dry grain (prospects of coming crop, &c.) : no cultivation, except in some parts of the district where the crops are maturing.

Coconuts (prospects of coming crop, &c.) : prospects, good ; estimated crop, 31½ million nuts.

Other products (prospects of coming crop, &c.) : nil.

Prices of foodstuffs : country rice, Rs. 5.50 to Rs. 8 per bushel ; paddy, Rs. 2 to Rs. 3 per bushel ; imported rice, Rs. 6.50 to Rs. 9 per bushel ; kurakkan, Rs. 2 to Rs. 3 per bushel ; maize, nil ; coconuts, Rs. 4.50 to Rs. 6 per 100 nuts ; salt, 12 to 14 cents per measure.

Any other prices of interest : nil.

Health of inhabitants : good, except for ordinary cases of fever and parangi ; and a few cases of chickenpox and measles in Weudawili hatpattu.

Health of cattle : there are cases of hoof-and-mouth disease in Katugampola and Dambadeni hatpattu.

Remarks applicable to particular district, *e.g.*, condition of tanks or fisheries, &c.: tanks in good order, and partly full.

Weather (general remarks only): there has been heavy rain during the month.

Harvest prospects generally: good.

General (any other remarks of interest): nil.

#### PUTTALAM AND CHILAW DISTRICTS.

Paddy: fields have been sown for yala. Prospects not good, partly owing to heavy rain and partly owing to caterpillar pest.

Dry grain: mun and meneri are being sown in some places. In others chenas have been cleared.

Coconuts: the crop during the month is estimated at 36,529,920 nuts. Prospects of the coming crop, satisfactory.

Other products: preparations are being made for tobacco and hemp cultivation. Supply of fruit and vegetables, fair.

Prices of foodstuffs: imported rice, Rs. 7 to Rs. 9.50 per bushel; country rice, Rs. 5.04 to Rs. 8 per bushel; paddy, Rs. 2 to Rs. 3 per bushel; kurakkan, Re. 1.50 to Rs. 2.50 per bushel; maize, nil; coconuts, Rs. 4.50 to Rs. 6 per 100 nuts; salt, 12 to 15 cents per measure.

Health of inhabitants: satisfactory on the whole, but fever, cold, and measles are prevalent in Demala hatpattu.

Health of cattle: foot-and-mouth disease is prevalent in some villages.

Condition of tanks and fisheries: tanks in order. Supply of fish unsatisfactory.

Weather: sultry.

General rainfall during the month: Puttalam, 2.00 in.; Chilaw, 7.55 in.

Harvest prospects generally: good.

#### NORTH-CENTRAL PROVINCE.

##### ANURADHAPURA DISTRICT.

Paddy: in some fields the yala crop is ripening, in some the plants are two or three months old, and some are just being sown. A shortage of water is feared under a few tanks. In Tamankaduwa many fields, which had been prepared for sowing, had to be abandoned for want of seed paddy. They had been sown twice, and the seeds were washed away by floods consequent on the unseasonable rains. The cholera epidemic also interfered with the cultivation.

Dry grains: a successful gingelly crop has been harvested.

Coconuts: the palm is flourishing, and the crop is fair.

Prices of foodstuffs: country rice, Rs. 5.50 to Rs. 10 per bushel; imported rice, Rs. 7 to Rs. 9 per bushel; paddy, Rs. 2 to Rs. 4 per bushel; kurakkan, Re. 1.50 to Rs. 2.50 per bushel; maize, Rs. 2 to Rs. 2.25 per bushel; coconuts, Rs. 6 to Rs. 14 per 100 nuts; salt, 15 to 25 cents per measure.

Health of people: influenza and fever prevail in some villages in the Province. There were 88 fatal cases of cholera in Tamankaduwa. There have been no cases since June 14.

Health of cattle: satisfactory, except for a few cases in one division, there is no hoof-and-mouth disease in the Province.

Weather: dry, accompanied with strong blowing.

Tanks: the smaller village tanks are dry. Others contain sufficient water for the present cultivation.

Harvest prospects: satisfactory.

#### PROVINCE OF UVA.

##### BADULLA DISTRICT.

Paddy (prospects of coming crop, &c.): crops are being harvested.

Dry grain (prospects of coming crop, &c.): permits for Crown chenas are being issued, but clearing has not commenced yet.

Coconuts (prospects of coming crop, &c.): flowering satisfactory, and prospects are fair.

Other products (prospects of coming crop, &c.): a moderate supply of fruits and vegetables is available.

Prices of foodstuffs: country rice, Rs. 6 to Rs. 8 per bushel; paddy, Rs. 2.50 to Rs. 3 per bushel; imported rice, Rs. 8.40 to Rs. 10 per bushel; kurakkan, Re. 1.75 to Rs. 3 per bushel; maize, Re. 1.50 to Rs. 3 per bushel; coconuts, Rs. 6 to Rs. 12.50 per 100 nuts; salt, 15 to 30 cents per measure.

Any other prices of interest: nil.

Health of inhabitants: satisfactory, except for a few cases of fever and influenza in Buttala, and a few cases of chickenpox in Udukinda.

Health of cattle: satisfactory, except for the prevalence of hoof-and-mouth disease in Wellawaya and Udukinda.

Remarks applicable to particular district, *e.g.*, condition of tanks or fisheries, &c.: tanks are half full.

Weather (general remarks only): dry.

Harvest prospects generally: fair.

General (any other remarks of interest): nil.

#### PROVINCE OF SABARAGAMUWA.

##### RAENAPURA DISTRICT.

Paddy (prospects of coming crop, &c.): in some parts yala fields are in young plants, and in others they are still being sown.

Dry grain (prospects of coming crop, &c.): chenas are under cultivation.

Coconuts (prospects of coming crop, &c.): prospects good.

Other products (prospects of coming crop, &c.): nil.

Prices of foodstuffs: country rice, Rs. 5.50 to Rs. 8 per bushel; paddy, Rs. 2.50 to Rs. 3.50 per bushel; imported rice, Rs. 6 to Rs. 9.50 per bushel; kurakkan, Re. 1.25 to Rs. 2.50 per bushel; maize, Re. 1 to Rs. 2 per bushel; coconuts, Rs. 6 to Rs. 15 per 100 nuts; salt, 10 to 28 cents per measure.

Any other prices of interest: nil.

Health of inhabitants: chickenpox prevails in Kuruwiti and Atakalan korales.

Health of cattle: hoof-and-mouth disease and rinderpest are still prevailing in some villages.

Remarks applicable to particular district, *e.g.*, condition of tanks or fisheries, &c.: tanks almost full.

Weather (general remarks only): wet and windy.

Harvest prospects generally: fair.

General (any other remarks of interest): nil.

##### KEGALLA DISTRICT.

Paddy: fields for maha are being ploughed.

Dry grains: el chenas are being sown.

Coconuts: prospects good.

Prices of foodstuffs: country rice, Rs. 6.50 per bushel; paddy, Rs. 2.50 per bushel; imported rice, Rs. 7 to Rs. 10 per bushel; kurakkan, Re. 1.50 per bushel; coconuts, Rs. 5 per 100 nuts; salt, 16 cents per measure.

Health of inhabitants: good.

Health of cattle: cases of hoof-and-mouth disease occurred in Three Korales, Beligal korale, and Paranakuru korale.

Weather: wet.











SUMMARY.

	Area Exempted.		Total Amount due.
	A.	R. P.	
Private lands paying an irrigation rate in perpetuity of Rs. 2 per acre per annum revisable .. .. .	1,005	3 21½	2,012 5
Lease lands .. .. .	8	0 22	16 28
Lands exempted .. .. .	35	0 19	—
<b>Total .. .. .</b>	<b>1,049</b>	<b>0 22½</b>	<b>2,028 33</b>

The Kachcheri,  
Anuradhapura, February 25, 1925.

F. BARTLETT,  
Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of rates due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

July 22, 1925.

VIVIAN PEREIRA,  
Acting Municipal Treasurer.

SCHEDULE.

Date and Place of Sale : Tuesday, August 4, 1925, at the Municipal Council Stores, Darley Road.

Premises No.	Street.	Quarter and Year.	Property Seized.	Time of Sale. A.M.
61	Maradana road	2nd to 4th quarter, 1924, and 1st quarter, 1925	4 jakwood armchairs, 2 nadun armchairs, 1 jakwood round chair, 1 nadun easychair, 1 nadun arm square-shaped chair	8. 0

Street Widening Scheme.

IN pursuance of the resolution of the Colombo Municipal Council, dated March 4, 1925, I, Hubert Ernest Newnham, hereby give notice as provided for in section 51 of the Housing and Town Improvement Ordinance, No. 19 of 1915, that a Street Widening Scheme has been made for that area of Kollupitiya road, lying between Turret road and Deal place; and that particulars of the scheme, the estimated cost thereof, a map of the area comprised therein, and a statement of the properties to be acquired under the scheme may be seen at all reasonable hours in the office of the Municipal Assessor, Town Hall, Colombo.

H. E. NEWNHAM,  
Chairman, Municipal Council, and  
Mayor of Colombo.

The Municipal Office,  
Colombo, July 20, 1925.

Sale of Land by Private Treaty.

AS required by section 69 of Ordinance No. 6 of 1910, notice is hereby given that with the consent in writing of His Excellency the Governor, the Colombo Municipal Council intends to sell by private treaty to Mr. Reginald John, an undivided 5.91 perches of the land described as lot 1 in preliminary plan 18,528 dated September 1, 1924, and lying to the east of the premises known as the Lawn, Colpetty.

H. E. NEWNHAM,  
Chairman, Municipal Council, and  
Mayor of Colombo.

The Town Hall,  
Colombo, July 21, 1925.

Prices of Foodstuffs, &c., in Colombo, on July 22, 1925.

	Per	Wholesale.	Per	Retail.
		Rs. c.		Rs. c.
Paddy, Country	.. Bushel	.. 2 75	.. Measure	.. —
Paddy, Imported	.. do.	.. 2 75	.. do.	.. —
Rice, Country	.. do.	.. —	.. do.	.. —
Rice, Kara	.. do.	.. 6 0	.. do.	.. 0 19
Rice, Kallunda	.. do.	.. 6 12	.. do.	.. 0 19
Rice, Sulai	.. do.	.. 6 25	.. do.	.. 0 20
Rice, Muttusamba	.. do.	.. 9 50	.. do.	.. 0 30
Raw Rice (Rangoon)	.. do.	.. 5 50	.. do.	.. —
Raw Rice (Singapore)	.. do.	.. 5 25	.. do.	.. —
Raw Rice (Batavia)	.. do.	.. 5 0	.. do.	.. —
Dhall (Tuvurai)	.. —	.. —	.. Seer	.. 0 25
Dhall (Mussouri)	.. —	.. —	.. do.	.. 0 18
Green Peas	.. —	.. —	.. do.	.. 0 20
Ulundu	.. —	.. —	.. do.	.. 0 15
Gram	.. —	.. —	.. do.	.. 0 18

	Per	Wholesale.	Per	Retail.
		Rs. c.		Rs. c.
Wheat Flour	.. —	.. —	.. lb.	.. 0 14
American Flour	.. —	.. —	.. do.	.. 0 15
Ghee, Cow	.. —	.. —	.. Bottle	.. 5 0
Ghee, Buffalo	.. —	.. —	.. Seer	.. 2 75
Milk	.. —	.. —	.. Bottle	.. 0 40
Potatoes (Indian)	.. —	.. —	.. lb.	.. 0 8
Potatoes (Bangalore)	.. —	.. —	.. do.	.. —
Onions (Bombay)	.. —	.. —	.. do.	.. 0 7
Onions, Red	.. —	.. —	.. do.	.. 0 7
Bread	.. —	.. —	.. 1-lb. loaf	.. 0 18
Tea	.. —	.. —	.. lb.	.. 1 25
Coffee	.. —	.. —	.. do.	.. 0 70
Limes	.. —	.. —	.. Dozen	.. 0 12
Coconut	.. —	.. —	.. Each	.. 0 7
Sugar, Soft	.. —	.. —	.. lb.	.. 0 22
Sugar, Crepe	.. —	.. —	.. do.	.. 0 15
Sugar, Ceylon	.. —	.. —	.. do.	.. —
Sugar, Candy	.. —	.. —	.. do.	.. 0 22
Sugar, Brown	.. —	.. —	.. do.	.. —
Salt	.. —	.. —	.. Measure	.. 0 12
Salt	.. —	.. —	.. lb.	.. 0 6
Dried Chillies	.. —	.. —	.. do.	.. 0 28
Coriander	.. —	.. —	.. do.	.. 0 18
Pepper	.. —	.. —	.. Measure	.. 0 50
Garlic	.. —	.. —	.. lb.	.. 0 40
Mustard	.. —	.. —	.. Measure	.. 0 35
Turmeric	.. —	.. —	.. lb.	.. 0 40
Fenugreek	.. —	.. —	.. do.	.. 0 20
Cummin	.. —	.. —	.. do.	.. 0 52
Aniseed	.. —	.. —	.. do.	.. 0 40
Tamarind	.. —	.. —	.. do.	.. 0 14
Jaggery	.. —	.. —	.. Bundle	.. 30-35c.
Gingelly	.. —	.. —	.. Seer	.. 0 28
Gingelly Oil	.. —	.. —	.. Bottle	.. 0 80
Coconut Oil	.. —	.. —	.. Measure	.. 0 60
Kerosine Oil, Daylight	.. —	.. —	.. Tin	.. 5 80
Kerosine Oil, Monkey Brand	.. —	.. —	.. Bottle	.. 0 19
Matches, Three Stars	.. —	.. —	.. Packet of 12 boxes	.. 0 16
Matches, Japanese	.. —	.. —	.. do.	.. 0 14
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, July 22, 1925.

VIVIAN PEREIRA,  
Acting Municipal Treasurer.

## NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted :—  
*No. 2,040 of March 24, 1924.*

*Eric Charles Cameron.*

"Improvements in and relating to machinery for the manufacture or treatment of tea and the like."

*Abstract.*—The nature of the invention is described in the claims as follows :—

1. In improvements to machinery for the treatment and separation of tea leaves and the like from sand and other foreign matter a container characterized in that a narrow opening or a series of holes are provided at the bottom of said container for the passage of tea leaves, sand and other foreign matter to pass through substantially as described in the specification.

2. In improvements to machinery for the treatment and separation of tea leaves and the like from sand and other foreign matter a wire mesh or sieve placed at the bottom of the container for the purpose specified.

3. In improvements to machinery for the treatment and separation of tea leaves and the like from sand and other foreign matter a series of deflecting plates placed at different angles one underneath the other on to which the tea leaves and the like mixed with sand and other foreign matter is made to fall on : this process serves to cause the foreign and heavier matter such as sand, &c., to rebound further to a waste passage provided for same between the series of plates and the casing of the machinery, and the lighter matter such as tea leaves drops down through the passage provided for same and gets off the apparatus as cleaned leaves, substantially as described.

4. In improvements to machinery for the treatment and separation of tea leaves and the like from the sand and other foreign matter a case containing the deflecting plates capable of angular adjustment, substantially as described.

5. In improvements to machinery for the treatment and separation of tea leaves and the like from sand and other foreign matter a case containing the deflecting plates capable of vertical adjustment, substantially as described.

6. In improvements to machinery for the treatment and separation of tea leaves and the like from sand and other foreign matter a series of dampers or baffles to regulate the flow of air inside the passage or chute, substantially as described.

7. In improvements to machinery for the treatment and separation of tea leaves and the like from sand and other foreign matter as claimed in claims 1, 2, 3, 4, 5, and 6, substantially as described.

One sheet of drawings.

*No. 2,067 of June 27, 1924.*

*Bernard Wilkinson.*

"Improvements in or relating to the manufacture of rubber compositions from rubber latex."

*Abstract.*—The nature of the invention is described in the claims as follows :—

1. A process for the manufacture of rubber composition from rubber latex which consists in adding to the latex an oxide and/or a sulphide of one of the metals lead, antimony, magnesium, or zinc, or a mixture of oxides and/or sulphides of metals selected from those aforementioned, sulphur, and a filling material if desired, and coagulating the mixture so obtained by centrifugalization or stirring, but without the addition of acids.

2. A process according to claim 1, in which a colouring matter is also added to the latex before the latex mixture is coagulated.

3. A process according to claim 1 or 2, in which china clay is employed as the filling material for addition to the rubber latex.

4. A process according to claim 1, 2, or 3, in which the coagulum is separated from the residual liquor and there-after manufactured into sheets by one or other of the methods substantially as described.

5. A process according to claim 4, in which the sheets are treated with a solution of sodium silicate before the final drying and/or a solution of sodium silicate is added to the latex substantially as described for the purpose specified.

6. A process for the direct production from rubber latex of a solution for use in the impregnation and/or coating and/or treating of jute, fibres, cloth, thread, and any materials of cognate character, in which a solution of sodium silicate is added to the latex substantially as described for the purpose specified.

7. A process for the direct production from rubber latex of rubber composition suitable for use in the manufacture of articles employed as leather substitutes and for other purposes substantially as described.

8. A complete process for the manufacture of rubber compositions from rubber latex by one or other of the methods substantially as hereinbefore described.

9. A rubber composition when prepared in accordance with the process claimed in any one of the preceding claims.

No drawings.

E. HUMAN,  
Registrar of Patents.

## LOCAL BOARD NOTICES.

### Trade or Business of an Auctioneer.

THE under-mentioned person was licensed during July, 1925, to carry on the trade or business of an Auctioneer within the limits of the Local Board, Moratuwa, for the year 1925, and his name is published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922 :—

Lionel J. J. Peiris, of Lenvilla, Moratuwa.

Local Board Office,  
Moratuwa, July 13, 1925.

P. SARAVANAMUTTU,  
for Chairman.

## Statements of Revenue and Expenditure of the Small Towns in Ratnapura District for the Year 1924.

## BALANGODA.

REVENUE.		Rs. c.	EXPENDITURE.		Rs. c.
Taxes ..	..	2,946 65	Loans ..	..	247 50
Licences ..	..	1,685 90	Cost of administration ..	..	576 1
Fines ..	..	265 20	Office contingencies ..	..	75 0
Miscellaneous ..	..	1,239 70	Revenue services ..	..	283 0
			Education ..	..	183 60
			Sanitation ..	..	1,486 4
			Lighting ..	..	873 12
			Public works ..	..	1,263 53
			Upkeep of buildings ..	..	630 23
			New works ..	..	78 12
			Miscellaneous ..	..	370 92
Balance on December 31, 1923		6,137 45	Balance on December 31, 1924		6,067 7
		3,791 99½			3,862 37½
Total	..	9,929 44½	Total	..	9,929 44½

## RAKWANA.

REVENUE.		Rs. c.	EXPENDITURE.		Rs. c.
Taxes ..	..	2,527 35	Loans ..	..	209 0
Licences ..	..	1,155 87	Cost of administration ..	..	576 51
Fines ..	..	147 0	Office contingencies ..	..	74 4
Miscellaneous ..	..	829 20	Revenue services ..	..	273 62
			Education ..	..	253 59
			Sanitation ..	..	1,349 12
			Lighting ..	..	583 74
			Public works ..	..	1,126 75
			Upkeep of buildings ..	..	341 0
			Miscellaneous ..	..	441 49
Balance on December 31, 1923		4,659 42	Balance on December 31, 1924		5,228 86
		2,723 78½			2,154 34½
Total	..	7,383 20½	Total	..	7,383 20½

## KURUWITA.

REVENUE.		Rs. c.	EXPENDITURE.		Rs. c.
Taxes ..	..	864 89	Cost of administration ..	..	394 62
Licences ..	..	52 0	Office contingencies ..	..	38 75
Fines ..	..	36 0	Revenue services ..	..	71 76
Miscellaneous ..	..	210 75	Sanitation ..	..	438 0
			Upkeep of buildings ..	..	31 67
			Public works ..	..	307 0
			Miscellaneous ..	..	41 62
Balance on December 31, 1923		1,163 64	Balance on December 31, 1924		1,323 42
		550 18½			390 40½
Total	..	1,713 82½	Total	..	1,713 82½

## KENDANGOMUWA.

REVENUE.		Rs. c.	EXPENDITURE.		Rs. c.
Taxes ..	..	1,902 57	Loans ..	..	193 75
Licences ..	..	120 0	Cost of administration ..	..	327 94
Fines ..	..	51 50	Office contingencies ..	..	35 50
Miscellaneous ..	..	904 87	Revenue services ..	..	139 95
			Sanitation ..	..	1,163 85
			Public works ..	..	1,040 0
			Upkeep of buildings ..	..	134 38
			New works ..	..	488 0
			Miscellaneous ..	..	65 73
Balance on December 31, 1923		2,978 94	Balance on December 31, 1924		3,589 10
		2,268 95			1,658 79
Total	..	5,247 89	Total	..	5,247 89

## PELMADULLA.

REVENUE.		EXPENDITURE.	
	Rs. c.		Rs. c.
Taxes .. .. .	1,270 1	Cost of administration .. ..	377 51
Licences .. .. .	147 50	Office contingencies .. ..	29 0
Miscellaneous .. .. .	10 0	Revenue services .. ..	97 39
		Sanitation .. .. .	270 0
		Public works .. .. .	155 25
		Miscellaneous .. .. .	69 20
	1,427 51		998 35
Balance on December 31, 1923 .. .	437 58½	Balance on December 31, 1924 .. .	866 74½
Total .. .. .	1,865 9½	Total .. .. .	1,865 9½

## WELANDURA.

REVENUE.		EXPENDITURE.	
	Rs. c.		Rs. c.
Taxes .. .. .	651 33	Cost of administration .. ..	287 51
Licences .. .. .	25 50	Office contingencies .. ..	10 0
Fines .. .. .	38 25	Revenue services .. ..	59 87
		Sanitation .. .. .	239 0
		Public works .. .. .	207 0
		Miscellaneous .. .. .	39 81
	715 8		843 19
Balance on December 31, 1923 .. .	292 50½	Balance on December 31, 1924 .. .	164 39½
Total .. .. .	1,007 58½	Total .. .. .	1,007 58½

## DELA.

REVENUE.		EXPENDITURE.	
	Rs. c.		Rs. c.
Taxes .. .. .	798 93	Cost of administration .. ..	317 51
Licences .. .. .	274 0	Office contingencies .. ..	20 0
Miscellaneous .. .. .	54 0	Revenue services .. ..	49 84
		Sanitation .. .. .	298 38
		Miscellaneous .. .. .	67 33
	1,126 93		753 6
Balance on December 31, 1923 .. .	1,526 11½	Balance on December 31, 1924 .. .	1,899 98½
Total .. .. .	2,653 4½	Total .. .. .	2,653 4½

## KAHAWATTA.

REVENUE.		EXPENDITURE.	
	Rs. c.		Rs. c.
Taxes .. .. .	1,142 64	Cost of administration .. ..	377 51
Licences .. .. .	265 25	Office contingencies .. ..	25 52
Fines .. .. .	102 50	Revenue services .. ..	91 70
Miscellaneous .. .. .	53 0	Sanitation .. .. .	466 0
		Public works .. .. .	528 20
		New works .. .. .	80 0
		Miscellaneous .. .. .	87 13
	1,563 39		1,656 6
Balance on December 31, 1923 .. .	748 41½	Balance on December 31, 1924 .. .	655 74½
Total .. .. .	2,311 80½	Total .. .. .	2,311 80½

## DUMBARA.

REVENUE.		EXPENDITURE.	
	Rs. c.		Rs. c.
Taxes .. .. .	784 2	Cost of administration .. ..	446 26
Licences .. .. .	42 50	Office contingencies .. ..	5 0
Fines .. .. .	2 50	Revenue services .. ..	100 63
Miscellaneous .. .. .	432 0	Sanitation .. .. .	642 0
		Miscellaneous .. .. .	42 95
	1,261 2		1,236 84
Balance on December 31, 1923 .. .	1 69	Balance on December 31, 1924 .. .	25 87
Total .. .. .	1,262 71	Total .. .. .	1,262 71

## OPANAKE.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
Taxes		664	70	Cost of administration		458	74
Licences		50	0	Office contingencies		30	0
Fines		10	0	Revenue services		41	83
Miscellaneous		40	35	Sanitation		216	0
				Public works		92	71
				Miscellaneous		22	0
						861	28
Balance on December 31, 1923		1,217	35½	Balance on December 31, 1924		1,121	12½
Total		1,982	40½	Total		1,982	40½

July 21, 1925.

G. L. DAVIDSON,  
for Government Agent.

## ROAD COMMITTEE NOTICES.

## Barnagala-Pen-y-lan Estate Cart Road.

(Acquisition of Land).

NOTICE is hereby given that the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, 1902," will on Saturday, August 8, 1925, at 10.15 a.m., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contribution of Rs. 547.86 for acquisition of land:—

Proprietors or Agents.	Estates.	Acreage
H. F. C. Philips ..	Pen-y-lan ..	1,021
H. W. Malcomson ..	Kellie Group ..	2,241
H. F. C. Philips ..	Tamaravelly ..	1,405
R. H. Coombs ..	Malgolla ..	481
C. A. Johnson ..	Cattarem ..	578
H. F. C. Philips ..	Doteloya ..	1,575

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,  
Chairman.Provincial Road Committee's Office,  
Kandy, July 13, 1925.

## Talatuoya-Kirimetiya Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee of the Central Province, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate interested in the above road for the private contribution of Rs. 2,200 on the estimate of maintenance amounting to Rs. 2,400 for the year ending September 30, 1925, as follows:—

1st section, 1 mile.

Total acreage, 1,994—Cost, Rs. 586.65—Sectional rate, 2942c.—Total rate, 2942c.

Proprietors or Agents.	Estates.	Acreage.	Amount due.
			Rs. c.
A. Govindasampillai ..	Narankaduwa ..	50 ..	14 72
Ramalingampillai ..	do. ..	44 ..	12 95
A. P. S. T. Sellambram-pillai ..	do. ..	43 ..	12 66
A. Salumburam Kangany ..	do. ..	21 ..	6 19

1st to 4th section, 3¼ miles.

Total acreage, 1,836—Cost, Rs. 1,613.35—Sectional rate, 8787c.—Total rate, 1729c.

Proprietors or Agents.	Estates.	Acreage.	Amount due.
			Rs. c.
H. G. Montgomarie ..	Kirimetiya ..	693 ..	812 83
Do. ..	Old Meddagama ..	299 ..	350 70
A. M. G. Trotter ..	Bellwood and Moragala ..	751 ..	880 86
P. Pelpola ..	Agallawatta ..	93 ..	109 9
Total ..		2,200	0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. A. M. G. Trotter, Chairman, Local Committee, Bellwood estate, Galaha, on or before August 31, 1925.

W. L. KINDERSLEY,  
Provincial Road Committee's Office,  
Kandy, July 13, 1925.

## Appointment of European Member, District Road Committee, Trincomalee.

IT is hereby notified that Rev. Mr. G. W. Harrison has been appointed as European Member of the District Road Committee, Trincomalee, for the remaining period of 1925, and for the years 1926 and 1927, vice Mr. A. Pearson who has left the district.

V. VISWALINGAM,  
Provincial Road Committee Office,  
Batticaloa, July 16, 1925.

## Flood Damages, Haputale-Dambatenna 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 temporary repairs to flood damages at 4¼ mile, Haputale-Dambatenna 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:—

Government moiety	Rs. 450.00
Private Contribution	Rs. 468.00

Total acreage, 3,016—Rate per acre, 15.517c.

Proprietors or Agents.	Estate.	Acreage.	Amount.
			Rs. c.
Ceylon Tea Plantation Co.	Pitaratmalie ..	1,605 ..	249 5
Liptons, Ltd.	Dambatenna ..	1,411 ..	218 95
		3,016	468 0

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 August 10, 1925.

E. T. MILLINGTON,  
Provincial Road Committee's Office,  
Badulla, July 15, 1925.

## Arandara-Morontota Estate Cart Road.

REFERRING to the notice dated May 30, 1925, and published in the *Government Gazettes* Nos. 7,467 and 7,468 of June 5 and 12, 1925, respectively, notice is hereby given that under section 14 of "The Estate Roads Ordinance, No. 12 of 1902," the under-mentioned gentlemen have been elected to form the Local Committee to perform the duties imposed upon such Committee by the said Ordinance in respect of the above road for two years, namely, from June 21, 1925, to June 21, 1927:—

Messrs. (1) A. A. Franklin (Chairman), (2) M. C. Lyde, (3) G. B. Harvey.

G. L. DAVIDSON,  
Provincial Road Committee,  
Ratnapura, July 10, 1925.

## Dehiowita-Deraniyagala Branch Road.

REFERRING to the notice dated May 28, 1925, and published in the *Government Gazettes* Nos. 7,467 and 7,468 of June 5 and 12, 1925, respectively, notice is

hereby given that under section 14 of the Branch Roads Ordinance, No. 14 of 1896, the under-mentioned gentlemen have been elected to form the Local Committee to perform the duties imposed upon such Committee by the said Ordinance in respect of the above road for two years, namely, from June 16, 1925, to June 16, 1927:—

Messrs. (1) A. F. B. Smeaton (Chairman), (2) J. D. Dunlop, (3) L. Archdale, (4) R. N. Rolfe (to act till his return from Europe, Mr. F. D. Fuge), (5) B. M. Selwayn (Mr. R. S. Dalgatty to act till his return from Europe).

Provincial Road Committee,  
Ratnapura, July 10, 1925.

G. L. DAVIDSON,  
for Chairman.

#### Balangoda-Chetnole Branch Road.

IN terms of section 14 of the Branch Roads Ordinance, No. 14 of 1896, I do hereby give notice of my intention to hold a General Meeting of the proprietors or resident managers of the estates interested in the Parakaduwa-Hemmingford Branch Road, in the District of Ratnapura, Province of Sabaragamuwa, for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members, to perform the duties imposed upon such Committee by the said Ordinance for the next two years, namely, from September 15, 1925, to September 15, 1927.

The General Meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

The meeting will be held at the Balangoda Resthouse on Wednesday, August 26, 1925, at 3.30 P.M.

K. VAITHIANATHAN,  
for Chairman.  
Provincial Road Committee's Office,  
Ratnapura, July 16, 1925.

#### Malwala Ferry-Wewelwatta Factory Estate Cart Road.

REFERRING to the notice dated May 28, 1925, and published in the *Government Gazettes* Nos. 7,467 and 7,468 of June 5 and 12, 1925, respectively, notice is hereby given that under section 14 of the Estate Roads Ordinance No. 12 of 1902, the under-mentioned gentlemen have been elected to form the Local Committee to perform the duties imposed upon such Committee by the said Ordinance in respect of the above road for two years, namely, from July 29, 1925, to July 29, 1927.

Messrs. G. Fellowes (Chairman); D. T. Angus; J. L. Henderson, J. T. Young Acting Superintendents of Galboda and Wewelketiya estates.

Provincial Road Committee,  
Ratnapura, July 17, 1925.

G. L. DAVIDSON,  
for 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. 3,352.
- (2) Date of Receipt: March 14, 1925.
- (3) Applicant (Proprietor of the Trade Mark): DON JULIS SANARATH PARANAYAPA APPUHAMY, Nos. 2 and 3, Kachcheri road, Colombo; Merchant.
- (4) Address for service in the Island, if any: —
- (5) Class: Three.
- (6) Goods: Medicine for human use.
- (7) Representation of the Trade Mark:



The essential particulars of the Trade Mark are the distinctive device and the words "VARNA VISADI," and no claim is made to the exclusive use of the added matter.

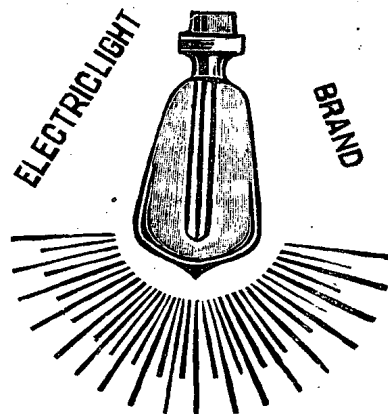
The translation of the Sinhalese words appearing on the mark is "VARNA VISADI BANGHA THILAYA."

Registrar-General's Office,  
Colombo, July 15, 1925.

A. W. SEYMOUR,  
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. 3,396.
- (2) Date of Receipt: May 14, 1925.
- (3) Applicant (Proprietor of the Trade Mark): S. M. A. SOMASUNDARAM CHETTYAR & COMPANY, 47, Sea street, Colombo; General Merchant.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-seven.
- (6) Goods: Bar soap.
- (7) Representation of the Trade Mark:



The essential particulars of the Trade Mark are the distinctive device and the words "ELECTRIC LIGHT," and no claim is made to the exclusive use of the word "BRAND."

Registrar-General's Office,  
Colombo, June 10, 1925.

A. W. SEYMOUR,  
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. 3,414.
- (2) Date of Receipt: June 17, 1925.
- (3) Applicant (Proprietor of the Trade Mark): VINOLIA COMPANY, LIMITED (a Company incorporated under the laws of England), Lever House, Blackfriars, London, E. C. 4, England; Soap Makers and Perfumers.
- (4) Address for service in the Island: T. I. Edwards, Gaffoor buildings, Main street, Fort, Colombo.
- (5) Class: Forty-eight.
- (6) Goods: Perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap).
- (7) Representation of the Trade Mark:

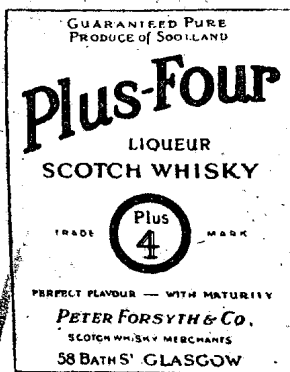


The essential particulars of the Trade Mark are the word "ARABY" and the device.

Registrar-General's Office, Colombo, July 1, 1925. A. W. SEYMOUR, 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. 3,397.
- (2) Date of Receipt: May 16, 1925.
- (3) Applicant (Proprietor of the Trade Mark): PHILIP FORSYTH LATIMER, trading as "PETER FORSYTH & CO.," 58, Bath street, Glasgow, Scotland; Merchant.
- (4) Address for service in the Island: Julius & Creasy, No. 2, Prince street, Fort, Colombo.
- (5) Class: Forty-three.
- (6) Goods: Whisky and other liqueurs.
- (7) Representation of the Trade Mark:



The essential particular of the Trade Mark is the distinctive label, with the words "PLUSFOUR."

Registrar-General's Office, Colombo, July 22, 1925. A. W. SEYMOUR, 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. 3,426.

- (2) Date of Receipt: July 9, 1925.

(3) Applicant (Proprietor of the Trade Mark): KONINKLIJKE WEEFGOEDERENFABRIEK VOORHEEN C. T. STORK & COMPANY (a Company incorporated under the laws of Holland), Hengelo, Province of Overijssel, Netherlands; registered office at Hengelo 11, Spoorstraat; Manufacturers.

(4) Address for service in the Island: Julius & Creasy No. 2, Prince street, Fort, Colombo.

(5) Class: Thirty-eight.

(6) Goods: Camboys and sarongs.

(7) Representation of the Trade Mark:



The essential particulars of the Trade Mark are the device of a star on a white surface within the octagonal figure, the octagonal figure, and the coat of arms in the centre of the star device, and no claim is made to the exclusive use of the added matter except in so far as it consists of the applicants' name.

Registrar-General's Office, Colombo, July 22, 1925. A. W. SEYMOUR, Registrar-General.

**Alteration of Registered Trade Mark.**

LEAVE has been given under section 30 of "The Trade Marks Ordinance, No. 14 of 1888," to WHITE HORSE DISTILLERS, LIMITED (a Company incorporated in England), 217, West George street, Glasgow, Scotland, Distillers, the proprietors of the Trade Mark No. 849 in Class 43 (advertised in *Ceylon Government Gazette* No. 6,207 of September 20, 1907) to alter the mark—vide Order dated June 26, 1925, by the District Judge of Colombo, in D. C., Colombo, Special Case No. 1,260. A representation of the said Trade Mark, as altered, is shown below:—





Registrar-General's Office, Colombo, July 22, 1925. A. W. SEYMOUR, Registrar-General.



## Alteration of Registered Trade Mark.

LEAVE has been given under section 30 of "The Trade Marks Ordinance, No. 14 of 1888," to WHITE HORSE DISTILLERS, LIMITED (a Company incorporated in England), 217, West George street, Glasgow, Scotland, Distillers, the proprietors of the Trade Mark No. 2,804 in class 43 (advertised in *Ceylon Government Gazette* No. 7,312 of February 16, 1923) to alter the mark—*vide* Order dated June 26, 1925, by the District Judge of Colombo, in D. C., Colombo, Special Case No. 1,259. A representation of the said Trade Mark, as altered, is shown below:—

GUARANTEE		<p>WE GUARANTEE <b>WHITE HORSE</b> TO BE VERY OLD PURE SCOTCH WHISKY AND IN ACCORDANCE WITH THE STANDARD OF PURE MALT AS CERTIFIED BY DR CLARK'S MONTHLY ANALYSIS OF EVERY BLEND 'T IS MATURED IN SCOTLAND, BOTTLED BY THE DISTILLERS AND EVERY BOTTLE CONFORMS TO THIS DESCRIPTION AS SENT OUT BY US</p> <p><b>WHITE HORSE DISTILLERS LTD.</b> ISLAND OF ISLAY, GLASGOW AND LONDON.</p>
	REGISTERED	

Registrar-General's Office,  
Colombo, July 22, 1925.

A. W. SEYMOUR,  
Registrar-General.