

THE CEYLON GOVERNMENT GAZETTE

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Published by Authority.

PART I.—GENERAL.

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

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COLOMBO :

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PROCLAMATIONS BY THE GOVERNOR.

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

P R O C L A M A T I O N .

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

HUGH CLIFFORD.

K NOW Ye that We, the Governor of Ceylon, in exercise of the power in Us vested 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 Communities of Diganwewa, Karukkuliya, Pahala Palugaswewa, and Bangadeniya in the Munnessaram pattu north, in the District of Chilaw, in the North-Western Province.

Given at Colombo, in the said Island of Ceylon, this Twenty-seventh day of January, in the year of our Lord One thousand Nine hundred and Twenty-six.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

G O D S A V E T H E K I N G .

SCHEDULE.

Lots 8, 9, 10, and 11 in preliminary plan 4,741, called Pusmorakele; containing in extent 40 acres and 23 perches, situated in the village of Diganwewa, in the Munnessaram pattu north of the Chilaw District, in the North-Western Province, and bounded as follows:—

On the north by lot 5 in P. P. 4,741 (T. P. 359,435) and T. Ps. 238,309 and 259,055; on the east by Kohombagahawatta claimed by Jacob de Mel, Kadurugahawatta claimed by W. Appu Sinno, Kohombagahawatta claimed by C. H. Pelis Sinno, Kongahawatta claimed by Jeewat Appuhamy, Vel-Vidane, T. P. 244,149, Kongahawatta claimed by Jeewat Appuhamy, Vel-Vidane; on the south by lot 12 in P. P. 4,741; on the west by lot 4 in P. P. 4,741.

BY HIS EXCELLENCY THE GOVERNOR.

A P R O C L A M A T I O N .

K NOW Ye that We, the Governor in Executive Council, in pursuance of the powers in Us vested by section 1 of "The Batticaloa Waterworks Ordinance, No. 6 of 1925," do hereby appoint the 1st day of February, 1926, as the date on which the aforesaid Ordinance shall come into operation.

Colombo, January 29, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

G O D S A V E T H E K I N G .

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 40 of 1926.

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

Mr. H. A. BURDEN to the office of Assistant at Kalutara to the Government Agent, Western Province; Deputy Fiscal for the Kalutara District; Additional Police Magistrate for the judicial divisions of Kalutara and Panadure; Assistant Collector of Customs, Beruwala; Local Authority under the Petroleum Ordinance for the District of Kalutara; and Receiver of Wrecks for the District of Kalutara, with effect from January 27, 1926, until further orders.

Mr. H. W. ABEYWARDENA to act as Office Assistant to the Assistant Government Agent, Puttalam, from January 25, 1926, to February 13, 1926, inclusive.

Mr. E. NAVARATNAM to act as Crown Counsel from February 1 to 13, 1926, inclusive, or until further orders.

Mr. J. A. FERNANDO to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Kalutara, during the absence of Mr. W. H. B. CARBERY, on January 25, 1926, or until the resumption of duties by that officer.

Mr. F. N. DANIELS to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. G. FURSE ROBERTS, from February 15 to 19, 1926, inclusive, or until the resumption of duties by that officer.

Mr. C. C. A. BRITO-MUTUNAYAGAM to be Additional District Judge, Kandy, from February 1 to 13, 1926, inclusive, or until further orders.

Mr. J. A. COREA to act as Commissioner of Requests and Police Magistrate, Chilaw, and Additional District Judge, Chilaw, during the absence of Mr. H. L. HOPPER, from February 2 to 7, 1926, inclusive, or until the resumption of duties by that officer.

Mr. AELIAN ONDAATJE to act as Additional District Judge, Kegalla, on January 30, 1926.

Mr. N. DE ALWIS to act as Commissioner of Requests and Police Magistrate, Balapitiya, during the absence of Mr. A. G. RANASINHA, from January 26 to 28, 1926, inclusive, or until the resumption of duties by that officer.

Mr. S. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, during the absence of Mr. M. H. KANTAWALA, from January 24 to 29, 1926, inclusive, or until the resumption of duties by that officer.

Mr. C. F. DHARMARATNE to act as Police Magistrate and Commissioner of Requests, Ratnapura, during the absence of Mr. H. E. JANSZ, on January 23 and 24, 1926, or until the resumption of duties by that officer.

Mr. F. A. C. TIRIMANE to act as Additional Police Magistrate, Panadure, on February 19, 1926.

Mr. N. DE ALWIS to act as Additional Police Magistrate, Balapitiya, on January 27, 1926.

Mr. C. F. DHARMARATNE to act as Additional Police Magistrate, Ratnapura, on January 29, 1926.

Mr. J. W. E. D. PERERA to act as Additional Itinerating Police Magistrate, Western Province, on February 4, 1926.

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

Mr. O. T. NETTELTON to be an Official Member of the Local Board of Batticaloa, *vice* Mr. H. L. GROCOCK, transferred.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 28, 1926. Colonial Secretary.

No. 41 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to place Captain FREDERICK NELL DANIELS on the retired list of the Ceylon Light Infantry with the rank of Honorary Major.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 25, 1926. Colonial Secretary.

No. 42 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate Mr. A. H. G. DAWSON to be a Member of the Local Government Board during the absence of Mr. A. J. WICKWAR from the Island.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 22, 1926. Colonial Secretary.

No. 43 of 1926.

IT is hereby notified for general information that the following gentlemen have been appointed Commissioners of Oaths for the judicial district of Colombo:—

Mr. O. A. JAYASEKERA, Proctor.
Mr. C. T. KANDAIYA, Proctor.
Mr. E. G. GRATIAEN, Proctor.
Mr. A. C. MOHAMMADU, Proctor.
Mr. M. R. AKBAR, Proctor.
Mr. MERRILL W. PEREIRA, Proctor.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 23, 1926. Colonial Secretary.

No. 44 of 1926.

IT is hereby notified that **HIS EXCELLENCY THE GOVERNOR**, under section 5 (1) (c) of Ordinance No. 18 of 1892, has been pleased to nominate Mr. C. F. DOWKER, of Ragalla estate, Halgranoya, to be a Member of the Sanitary Board of the Nuwara Eliya District in place of Mr. GORDON WINDUS, who will be absent from the Island on leave.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 22, 1926. Colonial Secretary.

No. 45 of 1926.

IT is hereby notified that Mr. E. B. CREASY has returned to the Island and resumed duties as Consul for Norway at Colombo.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 22, 1926. Colonial Secretary.

No. 46 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. G. K. LOGAN provisionally as Acting Consul for Belgium at Colombo from January 27, 1926, until the return of Mr. J. A. HENDERSON or Mr. H. J. HANSCOMB to the Island.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 23, 1926. Colonial Secretary.

No. 47 of 1926.

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

(1) HERAT RAJAKARUNA ABAKON BANDARA WASALA MUDIYANSELAGE LOKU BANDA WIJARATNA, Gandeke korale in Uda Dumbara.

(2) EKANAYAKE RAJAPAKSE NISIWASLE MUDIYANSELAGE MADUGALLA WALAWWA LOKU BANDA, Gampaha West in Uda Dumbara.

(3) BANDARANAYAKE GAMAWALAWWA HEEN BANDA, Gampaha East in Uda Dumbara.

(4) HERAT EKANAYAKE MUDIYANSELA IDAMAGEDERA KIRI BANDA, Udispattu South in Uda Dumbara.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 21, 1926. Colonial Secretary.

No. 48 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint Mr. WOODFORD HOOLE CANAGARATNA to act as Inquirer for Wewgam pattu in Batticaloa District for one month from January 26, 1926, during the absence of Mr. M. B. WETTEWE, on leave.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 23, 1926. Colonial Secretary.

No. 49 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. GREGORY WILBERFORCE DE SILVA, of Gampola, to be a Notary Public throughout the judicial division of Kandy, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 26, 1926. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to sanction the following appointments, with effect from February 1, 1926:—

(1) Mr. KADIRKAMATAMBY SITTIRAVEL CHANDRASEGARAM PILLAI Registrar of Lands, Batticaloa, to be an Additional Registrar of Lands of the Colombo District, *vice* Mr. S. A. SUPRAMANIAM, transferred.

(2) Mr. RICHARD KUNARATNAM ARULAMPALAM, Registrar of Lands, Mullaitivu, to be Registrar of Lands of the Batticaloa District, *vice* Mr. K. S. CHANDRASEGARAM PILLAI, transferred.

(3) Mr. APPAPILLAI KANAGASABAPATHY to be Registrar of Lands of the Mullaitivu District, *vice* Mr. R. K. ARULAMPALAM, transferred.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 23, 1926. Colonial Secretary.

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

Mr. REGINALD SYDNEY VERNON POULIER as Additional Assistant Provincial Registrar of Births, Deaths, and of Marriages (General) of the Colombo District of the Western Province, with effect from January 19, 1926, *vice* Mr. PAKKIASOTHY SARAVANAMUTTU, transferred. His office will be at the Kachcheri, Colombo.

Mr. NICHOLAS WILFRED MORGAPPAH (Jr.) as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of the Hambantota District of the Southern Province, with effect from January 19, 1926, *vice* Mr. R. N. BOND, transferred. His office will be at the Hambantota Kachcheri.

Mr. VELUPPILLAI VISWALINGAM to act as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of the Batticaloa District of the Eastern Province, with effect from January 21, 1926, until further orders, *vice* Mr. DIONYSIUS BARTHOLOMEW SENEVIRATNE, on other duties. His office will be at the Kachcheri, Batticaloa.

Mr. GEORGE CLEMENT STEPHENS to act as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of Puttalam and Chilaw Districts of the North-Western Province, for two days from January 23, 1926, *vice* Mr. KANDIAH SOMASUNDERAM, on leave. His office will be at the Kachcheri, Puttalam.

Mr. HENRY WILKIN ABEYWARDENA to act as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of Puttalam and Chilaw Districts of the North-Western Province, for twenty days, with effect from January 25, 1926, *vice* Mr. KANDIAH SOMASUNDERAM, on leave. His office will be at the Kachcheri, Puttalam.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 23, 1926. Colonial Secretary.

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

Mr. CARTHIGESU CANAPATHIPPILLAI to act as Registrar of Lands, Mullaitivu, for six days from January 22, 1926, during the absence of the Registrar, Mr. R. K. ARULAMPALAM, on leave.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, January 25, 1926. Registrar-General.

IT is hereby notified that I have appointed Dr. PETER BRINLEY FERNANDO to be Medical Registrar of Births and Deaths of Tangalla town division, in the Hambantota District of the Southern Province, with effect from January 30, 1926, *vice* Dr. KUPPASAMY TERUMANI NATH, transferred. His office will be at the Civil Hospital, Tangalla.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, January 26, 1926. Registrar-General.

IT is hereby notified that I have appointed PANIKIPODY KARUVALTAMBY to act as Registrar of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, for five months from February 19, 1926, *vice* KATHIRAMAPPODY NALLATAMBY, on leave. His office will be at Kalmunai.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, January 23, 1926. Registrar-General.

IT is hereby notified that I have appointed BOGAHAPATANE SAUKENDA MUDIYANSELAGE UKKU BANDA provisionally as Registrar of Births and Deaths of Dehiwimalpata East division, and of Marriages (Kandy and General) of Udukinda division, in the Badulla District of the Province of Uva, with effect from January 23, 1926, *vice* SAUKENDA MUDIYANSELAGE APPUHAMY, dismissed. His office will be at Idamegama, with an additional office at Etampetia on the first Monday of every week.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, January 21, 1926. Registrar-General.

IT is hereby notified that I have confirmed PARAMACCUDI IYAMPILLAI in his appointment as Registrar of Births and Deaths of Manmunai East, South-Central division, and of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, January 23, 1926. Registrar-General.

IT is hereby notified that I have confirmed SENANAYAKA-RALLAGE CHARLES BANDA in his appointment as Registrar of Births and Deaths of Kandua pattu division, and of Marriages (Kandy and General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, January 22, 1926. Registrar-General.

THE following appointments, under section 3 of Ordinance No. 23 of 1909 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 seven days from January 20, 1926, during the absence of the Registrar, DON SIMON JAYATILAKA, on leave. His office will be at Kongahawatta in Petiyagoda.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON DANIEL RANASINGHE to act as Registrar of Births and Deaths of Dompe division, and of Marriages (General) of Gangaboda pattu of Siyane korale east division, in the Colombo District of the Western Province, for fourteen days from January 25, 1926, during the absence of the Registrar, HANDAPANGODA MUDALIGE DON ANTHONY GUNASEKERA, on leave. His office will be at Munamalgahawatta in Palugama.

The Additional Assistant Provincial Registrar, Kalutara, has appointed EDWIN GUNATILAKE to act as Registrar of Births and Deaths of Haltola division, and of Marriages (General) of Munwattebage pattu division, in the Kalutara District of the Western Province, for thirty days from

January 18, 1926, during the absence of the Registrar, UNUGODAGE FRANCIS RODRIGO, on leave. His office will be at Alubogahawatta in Raddegoda; station at Delgahawatta in Milleriya on first and third Fridays of every month.

The Additional Assistant Provincial Registrar, Kalutara, has appointed BOLANNEGE ARTHUR BOLANNE to act as Registrar of Births and Deaths of Waddubadda division, and of Marriages (General) of Panadure totamune division, in the Kalutara District of the Western Province, on January 20, 1926, during the absence of the Registrar, PULAHINGA WILLIAM RODRIGO GUNAWARDANE, on leave. His office will be at Alubogahakurunduwatta in Morontuduwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PETIKIRIARACHCHIGE HENRY PETER GUNATILAKE to act as Registrar of Births and Deaths of Kumbuke division, and of Marriages (General) of Kumbuke pattu division, in the Kalutara District of the Western Province, for eleven days from January 23, 1926, during the absence of the Registrar, DON PROLIS DASSANAYAKE, on sick leave. His office will be at Kahatagahawatta in Kumbuke.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MATOTA ARACHCHIGE DON PEDRICK WAI-DYARATNA SAMARAWEEERA 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 ten days from January 27, 1926, during the absence of the Registrar, LIYANAGE DON AWUNERIS, on leave. His offices will be at Mahawatta in Pelpola and Pelawatta in Panagoda.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MAYAKADUWAGE CORNELIS APPUHAMY to act as Registrar of Births and Deaths of Medapane korale division, and of Marriages (General) of Kotmale (excluding the portion in Gravets) division, in the Nuwara Eliya District of the Central Province, for eight days from February 3, 1926, during the absence of the Registrar, WARAHENE LIYANAGE SUGATHADASA DE ALWIS GUNETILAKA, on leave. His office will be at Hedunawa in Kalapitiya.

The Additional Assistant Provincial Registrar, Matale, has appointed RAJAPAKSHA WASALA MUDIYANSE RALAHAMILLAGE HALANGODA UDAWALAWWE PUNOHI BANDA HALANGODA to act as Registrar of Births and Deaths of Kohonsiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for two days from January 22, 1926, during the absence of the Registrar, RANPANHINDA DIWAKARA ALAHAKOON MUDIYANSELAGE NIYAREPOLA WALAWWE MEDDUMA BANDA, on leave. His office will be at Nikawellewalawwa in Udupihilla.

The Additional Assistant Provincial Registrar, Galle, has appointed KARIYAWASAN MAJUWANE GAMAGE CHARLES DIAS to act as Registrar of Births and Deaths of Telikada division, and of Marriages (General) of Gangaboda division, in the Galle District of the Southern Province, for five days from January 19, 1926, during the absence of the Registrar, DON FRANCIS DIAS JAYASIRI GUNAWARDANA SENEVIRATNE, on leave. His offices will be at Ambagahawatta in Keradewala and Ambagahaowitatotupalewatta in Majuwana.

The Additional Assistant Provincial Registrar, Galle, has appointed HINIDUMA LIYANAGE AYANORIS GUNAWARDANA to act as Registrar of Births and Deaths of Hiniduma division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for thirty days from January 19, 1926, during the absence of the Registrar, ROBERT PETER KARUNARATNE, on leave. His office will be at Ussalagodawatta at Hiniduma.

The Additional Assistant Provincial Registrar, Galle, has appointed ALBERT MENDIS WICKRAMASINGHE to act as Registrar of Births and Deaths of Welitara division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, on January 21, 1926, during the absence of the Registrar, DEMUNI CORNELIS DE ZOYSA ABAYASRIWARDANA, on leave. His office will be at Mawatabadawatta in Welitara.

The Additional Assistant Provincial Registrar, Galle, has appointed DON JAMES DISSANAYAKA to act as Registrar of Births and Deaths of Dellawa division, and of Marriages

(General) of Hinidum pattu division, in the Galle District of the Southern Province, for eight days from January 22, 1926, during the absence of the Registrar, PIERIS ABBYGUNAWARDENA, on leave. His office will be at Thinawala-godellewatta in Andolagama.

The Additional Assistant Provincial Registrar, Galle, has appointed THOMAS PERERA MIHIPAGALA to act as Registrar of Births and Deaths of Poddala division, and of Marriages (General) of Four Gravets of Galle and Akmi-mana division, in the Galle District of the Southern Province, for nine days from January 26, 1926, during the absence of the Registrar, DON SIYADORIS JAYASUNDERA, on leave. His offices will be at Galagawatta at Kapuhempala and Gudamewatta *alias* Hingagodawatta in Mipawala.

The Additional Assistant Provincial Registrar, Galle, has appointed ELGIN DE SILVA WEERASURIYA 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, for four days from January 26, 1926, during the absence of the Registrar, WILLIAM WERNASURIYA, on leave. His office will be at Nalarambewatta in Kataluwa.

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 three days from January 20, 1926, during the absence of the Registrar, PETER PERERA MIHINDUKULASEKERA WIJEDORU, on leave. His office will be at Mekiliyagahawatta in Gandara.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON HENDRICK DISSANAYAKA to act as Registrar of Births and Deaths of Nakulugamuwa division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, on January 13, 1926, during the absence of the Registrar, DON CHARLES DISSANAYAKA, on leave. His office will be at Walawwewatte in Moraketiara.

The Additional Assistant Provincial Registrar, Hambantota, has appointed MARAKKALAGE CHARLES DE SILVA to act as Registrar of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for four days from January 16, 1926, during the absence of the Registrar, RICHARD JAYASINGHE, on sick leave. His office will be at the Police Court, Hambantota.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON ANDRIS WIJEWICKRAMA VIDHANAPATRANA to act as Registrar of Births and Deaths of Parānagampalata division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for eight days from January 18, 1926, during the absence of the Registrar, DON BASTIAN ABESIN VIDHANAPATRANA, on sick leave. His office will be at Kolongahawatta in Kehelwatta.

The Additional Assistant Provincial Registrar, Hambantota, has appointed EDIRIWIERA JAYASURIYA ARUKATTU PATABENDIGE KARONCHI APPU to act as Registrar of Births and Deaths of Tihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for six days from January 18, 1926, during the absence of the Registrar, ANDRAYAS DE SILVA WICKRAMANAYAKA, on leave. His office will be at Viharagodella in Tihawa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed SIRISENA SAMARAKOON SINGAPPULI to act as Registrar of Births and Deaths of Kahawatta Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for five days from January 19, 1926, during the absence of the Registrar, JOHANNES ABRAHAM SINGAPPULI, on leave. His office will be at Angahawatta in Mahahilla; additional office: Galhiressewatta in Waharaggoda.

The Additional Assistant Provincial Registrar, Hambantota, has appointed AHAMADU LEBBE MARIKAR JAINUDEEN to act as Registrar of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for four days from January 20, 1926, during the absence of the Registrar, RICHARD JAYASINGHE, on sick leave. His office will be at the Police Court, Hambantota.

The Additional Assistant Provincial Registrar, Hambantota, has appointed AUNERIS DE SILVA SUDUSINHA to act as Registrar of Births and Deaths of Western Walakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for five days from January 20, 1926, during the absence of the Registrar, DON JAMES DE SILVA SUDUSINHA, on leave. His office will be at Malittangahawatta in Wanduruppa.

The Assistant Provincial Registrar, Jaffna, has appointed SINNATAMPI VALLIPURAM to act as Registrar of Marriages (General) of Punakari division, in the Jaffna District of the Northern Province, for fourteen days from January 16, 1926, during the absence of the Registrar, PONNAYAPILLAI RAJAGOPAL, on leave. His office will be at Sepalappiddi in Madduvilnadu.

The Assistant Provincial Registrar, Jaffna, has appointed NAMASIVAYAM SUPPIAH to act as Registrar of Births and Deaths of Kachchay division, in the Jaffna District of the Northern Province, for seventeen days from January 20, 1926, during the absence of the Registrar, MAPPANA MODLUR KANAPATHIPILLAI SITAMPARAPPELLAI, on leave. His office will be at Kaddaiparittan in Chandampokkaddi, with station at Manavalpillaikeddanki in Kodikamam.

The Assistant Provincial Registrar, Batticaloa, has appointed PANIKIPODY KARUVALTAMBY to act as Registrar of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, for thirty days from January 20, 1926, during the absence of the Registrar, KATHIRAMAPPODY NALLATAMBY, on leave. His office will be at Kalmunai.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed KANAPATHIPILLAI THAMBIMUTTU to act as Registrar of Births and Deaths of Karavaku pattu North No. 1 division, and of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, for thirty days from January 29, 1926, during the absence of the Registrar, KONAMALAI KANAPATHIPILLAI, retired. His office will be at Periya Kallar; station: Thuraineelavanai.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed WASALA MUDIYANSELAGE RANHAMY to act as Registrar of Births and Deaths of Gantihe korale division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, for twenty days from January 21, 1926, during the absence of the Registrar, MADANA ITTIBANDARALAGE MUDIYANSE, interdicted from duty. His office will be at Siyambalawatta.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed ANU ASMUDIYANSELAGE SENEVIRATNE BANDA to act as Registrar of Births and Deaths of Madure korale division, and of Marriages (General) of Wetudawili hatpattu division, in the Kurunegala District of the North-Western Province, for thirty days from January 22, 1926, during the absence of the Registrar, RATNAYAKE MUDIYANSELAGE KIRI BANDA RATNAYAKE, interdicted from duty. His office will be at Rambodagalla.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed MUDIYANSELAGE DINGIRI BANDA to act as Registrar of Births and Deaths of Udukaha korale east division, and of Marriages (General) of Dambadeni hatpattu division, in the Kurunegala District of the North-Western Province, for three days from January 25, 1926, during the absence of the Registrar, WIJEKOON MUDIYANSELAGE PUNCHI BANDA TILAKARATNE, on leave. His office will be at Boyawalana.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed RAJAKARUNA ABAYARATNA HERATH MUDIYANSELAGE HERATH BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Kirimetiya pattu division, in the Puttalam District of the North-Western Province, for three days from January 20, 1926, during the absence of the Registrar, RAJAKARUNA ABAYARATNA HERATH MUDIYANSELAGE RAN BANDA NAWAGATTEGAMA, on leave. His office will be at Nawagattegama.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed CHANDRASEKARA HITHAMY to act as Registrar of Births and Deaths of Anaivilundun pattu north of Sengaloya "B" division, and of Marriages (General)

of Pitigal korale north division, in the Chilaw District of the North-Western Province, for four days from January 21, 1926, during the absence of the Registrar, DISANAYAKA APPUHAMY CHANDRASEKARA, on leave. His office will be at Anawilundawa.

The Provincial Registrar, Ratnapura, has appointed WICKRAMAPATIRAGE RATRANHAMI to act as Registrar of Births and Deaths of Meda pattu division, and of Marriages (General) of Kukulur korale division, in the Ratnapura District of the Province of Sabaragamuwa, for six days from January 18, 1926, during the absence of the Registrar, CHARLES PETER DELGODA, on leave. His office will be at Pinnagodawatta in Kukulugama.

The Provincial Registrar, Ratnapura, has appointed SOORIYA-ARACHCHILLAGE DINGIRI MAHATMAYA to act as Registrar of Births and Deaths of Marapona division, and of Marriages (General) of Navadun korale division, in the Ratnapura District of the Province of Sabaragamuwa, for seventeen days from January 19, 1926, during the absence of the Registrar, DELKANDURA DANAPALA MUDIYANSELAGE PUNCHIMAHATMAYA GUNASEKERA, on leave. His office will be at Wattevidanegewatta in Hakamuwa.

The Assistant Provincial Registrar, Kegalla, has appointed MUDIYANSELAGE TIKIRI BANDA to act as Registrar of Births and Deaths of Kandupita pattuwa south division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for twenty-five days from January 25, 1926, during the absence of the Registrar, MUDIYANSELAGE UKKU BANDA, on leave. His office will be at Pahalawatta alias Hitinawatta in Alawatura.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, January 27, 1926. Registrar-General.

IT is hereby notified that DON AGIRIS RAJAPAKSA, Registrar of Births and Deaths of Deiyandara division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, will, with effect from February 1, 1926, hold his additional office at Galpottekoratuwa in Radawela, instead of at Sapugodagewatta in Radawela as notified in the *Government Gazette* No. 7,454 of April 3, 1925.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, January 20, 1926. Registrar-General.

GOVERNMENT NOTIFICATIONS.

"THE STAMP ORDINANCE, No. 22 OF 1909."

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

Colonial Secretary's Office,
Colombo, January 23, 1926.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

COMPANY REFERRED TO.
Ryans' Estates (of Ceylon), Limited.

"THE STAMP ORDINANCE, No. 22 OF 1909."

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

Colonial Secretary's Office,
Colombo, January 23, 1926.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

COMPANY REFERRED TO.
The Dehiowita Rubber Company, Limited.

ORDINANCE No. 5 OF 1891.

RULES made by the Public Service Mutual Provident Association, under section 14 of Ordinance No. 5 of 1891, at the Forty-second Annual General Meeting of the said Association held on August 29, 1925, and confirmed by His Excellency the Governor in Executive Council in terms of the said section.

Colonial Secretary's Office
Colombo, January 20, 1926.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

RULES.

1. Rule 12 of the rules of the Public Service Mutual Provident Association published in *Government Gazette* No. 5,147 of June 17, 1892, as the same is amended by Notification dated February 19, 1924, in *Government Gazette* No. 7,378 of February 22, 1924, is hereby amended by the insertion of the words "which shall bear interest" after the word "loan" in the second line.

2. Rule 16 of the said rules as amended by the said Notification dated February 19, 1924, is hereby amended by the addition of the following at the end thereof:—

It shall be competent for the Committee upon the joint application of the defaulter concerned and his beneficiaries under these rules to release any sum of money thus held in Suspense Account either in whole or in part, provided that the defaulter shall prove to the satisfaction of the Committee that he is in acute need of the money on account of sickness or distress.

"THE RUBBER RESTRICTION ORDINANCE, NO. 24 OF 1922."

HIS Excellency the Governor has been pleased, under the provisions of section 5 of "The Rubber Restriction Ordinance, No. 24 of 1922," to appoint Mr. H. W. Roy Bertrand to be a Member of the Rubber Restriction Board, *vice* Mr. J. D. Dunlop, resigned.

Colonial Secretary's Office,
Colombo, January 22, 1926.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

"THE RUBBER RESTRICTION ORDINANCE, NO. 24 OF 1922."

HIS Excellency the Governor in Executive Council, in exercise of the powers vested in him by section 3 of "The Rubber Restriction Ordinance, No. 24 of 1922," has been pleased to declare that the percentage of rubber export for the quarter beginning February 1, 1926, will be increased from 85 per cent. to 100 per cent.

Colonial Secretary's Office,
Colombo, January 27, 1926.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

"THE IRRIGATION ORDINANCE, NO. 45 OF 1917."

THE following rules made under sections 60 and 61 of "The Irrigation Ordinance, No. 45 of 1917," by his Excellency the Governor in Executive Council, for the protection of the major irrigation works in Ratnapura District, Province of Sabaragamuwa, and for the conservation of water supplied therefrom, are hereby published for general information.

Colonial Secretary's Office,
Colombo, January 27, 1926.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

RULES FOR THE PROTECTION OF THE MAJOR IRRIGATION WORKS IN THE RATNAPURA DISTRICT
AND FOR THE CONSERVATION OF WATER.

1. No person shall obstruct, divert, cut the sides of, damage, or interfere in any way with any *ela*, channel, or other water-course comprised in the irrigation works.
2. No person shall encroach upon any *ela*, channel, or other water-course, or the reservations thereto comprised in the irrigation works.
3. No person shall interfere with or in any way damage any sluice, spill, dam, or regulating work comprised in the irrigation works.
4. No person shall obstruct or interfere with or in any way damage any road or path comprised in the irrigation works, nor shall any carts be taken over them without the permission of officers of the Irrigation Department.
5. No person shall waste, or cause any other person to waste, water supplied from the irrigation works.
6. The control and distribution of all water in the irrigation works in the charge of the Director of Irrigation shall lie with officers of the Irrigation Department, and no other person shall interfere with the distribution or flow of water therein or take any water therefrom. This rule shall not apply to the distribution of water by *Vel-Vidanes* acting under Cultivation Rule No. 21.
7. Officers of the Irrigation Department shall have the power to stop the issue of water at any time in order to prevent damage being caused to any part of the irrigation works.
8. (a) The following intervals between cultivation seasons are required for general repairs and maintenance of the irrigation works and, except under exceptional circumstances and under special permit and on special terms, no water will be issued to any of the sluices or channels for distribution to the fields during these periods:—

Kolonna Korale.

Alutwewa	} (a) January 16 to January 31 (short season) (both days inclusive)
Epitagodawewa ..	..
Embilipitiyawewa ..	..
Hirigalkatuwawewa ..	..
Tunkame Mahawewa ..	..
Kitulbokka-ganga anicut ..	..
Panamure channels ..	..
Ambagahawela anicut ..	..
Walalgoda anicut and channels ..	..
Hulanda-oya anicut and Udagama channels ..	..
Hinguruarawewa and channels	(b) August 1 to September 15 (long season) (both days inclusive)

Atakalan Korale.

Wellawe anicut and channel ..	..	January 1 to February 28 (both days inclusive)
Malwatte anicut and channel ..	..	January 16 to February 20 (both days inclusive)
Beliatta amuna ..	..

Nawadun Korale.

Batugedara scheme	February 16 to April 15 (both days inclusive)
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Kadawata and Meda Korales.

Mulgama tank	January 16 to March 15 (both days inclusive)
Kinchigune anicut and channel ..	..	September 15 to January 31 (both days inclusive)
Uggalkaltota anicut and channel ..	..	September 15 to January 31 (both days inclusive)

8. (b) The Irrigation Department shall give due notice to the *Vel-Vidane* of the date on which the water will be cut off in respect of each of the (aforementioned) works.

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

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

2. All schedules to previous Notifications are hereby cancelled.

Colonial Secretary's Office,
Colombo, January 27, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE.

	Weight allowed. Tons.
Western Province.	
Colombo-Avissawella road (via Urugodawatta).	
Colombo-Kalutara-Bentota road.	
Colombo-Peradeniya-Kandy road.	
Horana-Alutgama road (with exception of the Anguruwatota ferry and Welipenne bridge on the 22nd mile).	
Central Province.	
Annfield road.	
Bathford Valley road.	
Colombo-Kadugannawa-Peradeniya-Kandy road.	
Dotale road.	
Duckwari-Cottaganga road, first quarter of 1st mile (up to but not across the first wooden bridge).	
Gampola-Nawalapitiya road (speed not to exceed 4 miles an hour over the arched bridges near 18½ at Ulapane and 19½ mileposts).	
Hatton-Norwood bridge road.	
Hatton-Talawakele road.	
Kandy-Gampola-Pussellawa road (with the exception of the Gampola bridge).	
Kandy-Rangalla road via Dumbara Valley, Rajawella, and Teldeniya.	
Nawalapitiya-Hatton road up to the 5th milepost.	
Nawalapitiya-Kotmale road (to Talawakele).	
Peradeniya-Deltota road.	
Strathdon-Fruithill-Hatton road.	
Talawakele-Lindula-Agrapatana road.	
Talawakele-Watagoda road up to the turn off to Watagoda estate factory.	
Tispene road.	
Wattegama Railway Station via Madulkele up to the Daluk-oya bridge on 20½ to 20¾ mile, Huluganga-Bambara-ela road.	
Wattegama via Teldeniya to Nugatenna Gap. (Note.—A lorry of greater height than 8 feet 9 inches cannot pass under the aqueduct near the 16th milepost.)	
Southern Province.	
Broadway (new entrance road to Matara).	
Colombo-Matara road (4 tons only on the Gin-oya bridge, 69th mile, and Ahan-gama bridge, 83½ milepost).	
Deniyaya-Hayes road.	
Galle-Akruessa road.	
Galle-Udugama road.	
Matara-Deniyaya road.	
Province of Uva.	
Badulla-Bibile road.	
Bandarawela-Badulla road.	
Bandarawela-Haputale-Haldummulla road (speed not to exceed 4 miles per hour over bridge No. 158 near the 107½ milepost).	
Bandarawela-Leangahawela-Poonagala road.	
Bandarawela-Welimada road.	
Dikwella-Madulla road.	
Haldummulla-Koslanda-Wellawaya-Moneragala road (3 tons only, and speed not to exceed 4 miles per hour across bridges between the 116th and 129th mileposts).	
Koslanda-Poonagala road.	
Kumbalwela-Passara road.	
Naula-Spring Valley road.	
Passara-Madulsima road.	
Province of Sabaragamuwa.	
Approach roads to Ratnapura Railway Station and Goods Shed (with exception of Church road).	
Colombo-Kegalla-Peradeniya-Kandy road.	
Dehiowita-Deraniyagala road up to the 2½ milepost.	
Elleerawa-Pinnawela Branch road.	
Karawanella-Glenalla road.	
Polgahawela-Kegalla road.	
Ratnapura-Pelmadulla-Balangoda road up to the Keenagahaella road junction at the 87½ milepost (via Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).	
Ratnapura-Pelmadulla-Rakwana road (via Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).	
2. Roads on which there is no objection to motor lorries being run under modified conditions as to total weights stated (stated weights mean when vehicles are fully loaded and equipped) :—	
	Weight allowed. Tons.
Western Province.	
Colombo via Negombo and Marawila to Madampe ..	3½
Hanwella-Labugama road ..	4½
Horawala-Moragala road ..	4½
Katukurunda-Nagoda-Matugama Agalawatta road ..	4½
Mirigama (Railway Station) up to but not across Giriulla bridge ..	4
Nagoda-Neboda road ..	3
Padukka-Bope-Ingiriya-Nambapana road ..	3
Panadure-Ingiriya-Nambapana road (with exception of Bolgoda bridge on the 5th mile) ..	3
Tebuwana-Anguruwatota road ..	3
Veyangoda-Ruanwella road ..	4½
Central Province.	
Ambawela road, 1st and 2nd miles ..	3
Brookside-High Forest road ..	4½
Craighead-Somerset road ..	3
Dambulla-Habarana road ..	3
Deltota-Hewaheta-Rikiligasgoda road from Daluk-oya bridge, 20½ to 20¾ mile, Huluganga-Bambara-ela road to Bambara-ela ..	3
Glenlyon-Preston road (at a speed of not more than 3 miles per hour over Torrington bridge) ..	4½
Golahenwatta-Yatawatta road ..	5
Gorge Valley road up to the bridge on Henford estate ..	4½
Iriyagama-Aladeniya road, 2nd to 6th mile ..	3
Kalalpitiya-Ukuwela road ..	5
Kandy-Ampitiya road ..	3
Kandy-Matale-Nalande-Dambulla road (4½ tons up to but not over Katugastota bridge) ..	3
Kandy-Rikiligasgoda-Padiapellella-Mulhalkele road (with the exception of the Mulhalkele bridge, Kurundu-oya) ..	4½
Katugastota-Galagedara road ..	4½
Katugastota-Madulkele road (between the 7½ and 9½ mileposts) ..	4½
Katugastota-Wattegama road ..	4½
Kitulgala-Ginigathena road from 62½ to 63½ milepost ..	3
Lindula-Nanuoya-Nuwara Eliya road ..	4½
Madulkele-Kabaragala road ..	4½
Maskeliya road :—	
(a) Glenugie-Upcot road ..	3
(b) Maskeliya to Cruden ..	3
(c) Maskeliya to Moray ..	2½
(d) Norwood bridge to Maskeliya ..	3
(e) Norwood-Upcot road (2½ tons only permissible across the temporary bridge at 1st milepost) ..	3
Nawalapitiya-Dolosbage road ..	3
Nawalapitiya-Hatton road from the 5th mile to Dunbar bridge (via Abbotleigh) ..	3
Norton-Carolina road ..	3
Norwood bridge-Campion road ..	4½
Nugatenna-Deanstone Branch road ..	3
Nuwara Eliya town: The following roads within the limits of the Board of Improvement, Nuwara Eliya, not mentioned elsewhere in the list :—	
(a) Lady McCallum's drive ..	4½
(b) Lawson street ..	4½
(c) Moon Plains road (the War Memorial to Badulla road junction) ..	4½
(d) New Bazaar street ..	4½
(e) Queen's Cottage to Hawa Eliya via Kachcheri corner ..	4½
(f) Uda Pussellawa road junction to Brewery, Nuwara Eliya ..	4½
Nuwara Eliya-Uda Pussellawa road ..	4½
Nuwara Eliya-Welimada road ..	4½
Oonanagala-Madulkele road (P. W. D.) ..	4½
Padiapellella-Ellamulla road ..	4½
Palapatwela-Galawela road (up to 36th milepost only) ..	5
Pupuressa road ..	4½
Pussellawa-Ramboda-Nuwara Eliya road ..	4½
Rattota road ..	5
St. Margaret's-Kirklees Branch road ..	4½
Talawakele-Watagoda road ..	4
Ulapane-Riverside road ..	5
Wallaha road ..	3
Wanarajah Branch road (up to but not over Castlereagh bridge) ..	4½
Watagoda-Tawalantenna road :—	
(a) Tawalantenna to Pundaluoya (with the exception of the Sangilipalam bridge on the 34th mile) ..	3
(b) Watagoda to Pundaluoya ..	3½
Wattegama to Ukuwela Railway Station and thence to the 14th milepost, Kandy-Matale road ..	5
Southern Province.	
Ambalangoda-Elpitiya road ..	4½
Beliatta-Tangalla road ..	4
Dikwella-Beliatta road ..	4
Dodanduwa-Halpatota road ..	2
Hikkaduwa-Halpatota road ..	2

	Weight allowed. Tons.		Weight allowed. Tons.		Weight allowed. Tons.
Matara-Hambantota road	.. 4	Negombo <i>via</i> Dankotuwa-Giriulla-Narammala-Kuliyapitiya to Madampe	.. 4	<i>Province of Sabaragamuwa.</i>	
Wellawaya-Hambantota road	.. 3			Avissawella-Kitulgala road, except bridge on the 42nd mile (Yatiyantota)	.. 4½
<i>Northern Province.</i>				Avissawella-Ratnapura road (speed not to exceed 4 miles per hour over Getahetta and Kuruwita bridges on the 33rd and 48th miles, respectively)	.. 3
Mankulam-Mullaittivu road	.. 2	Kurunegala town: The following roads within the limits of Kurunegala Local Board, not mentioned elsewhere in this list:—		Balangoda-Chetnole road	.. 4½
<i>Eastern Province.</i>		(a) Bazaar street	.. 4½	Dela-Karawita road	.. 4
Bar road, Batticaloa	.. 3	(b) Edinburgh street and Approach road to the Railway Station	.. 4½	Hemingford road	.. 4½
Batticaloa-Kalkudah road	.. 3	(c) Getuwana Circular road	.. 4	Karandupone-Rambukkana road	.. 3½
Batticaloa-Kalmunai road	.. 3			Kegalla-Bulatkohupitiya road	.. 3
Bibile-Batticaloa road	.. 3			Kendangamuwa-Woodend road	.. 4½
Pottuvil-Moneragala road	.. 3			Madampe-Hambantota road to but not over Timbulketiya bridge on 96th mile	.. 2½
<i>North-Western Province.</i>				Malwala ferry road	.. 4½
Alawwa-Dampelessa road	.. 3½	Dambulla-Habarana road	.. 3	Pideniya road—	
Colombo <i>via</i> Negombo-Marawila-Chilaw-Puttalam road	.. 3½	Habarana-Topawewa road up to 13th mile	.. 3	7th to 12th mile	.. 3
Galagedara-Kurunegala road	.. 4½			13th and 14th miles	.. 4
Kurunegala-Dambulla road to 20th milepost	.. 3½	<i>Province of Uva.</i>		Rakwana to Springwood estate bungalow	.. 4½
Kurunegala-Narammala road	.. 3½	Badulla-Taldena road to 1st milepost	.. 2	Springwood estate bungalow to 96th milepost	.. 2½
Kurunegala-Nikaweratiya road (2 tons only permissible over Maguruoya bridge on 6th mile from Kurunegala)	.. 3	Bibile-Alutnuwara road up to the 5th milepost	.. 3½	Rambukkana-Aranayaka road	.. 3
Kurunegala-Polgahawela road	.. 3	Bibile-Batticaloa road to Eastern Province boundary only	.. 3½	Ratnapura-Nambapana-Panadure road	.. 3
Maharagama-Polgahawela road (2½ tons gross weight only allowed over bridge No. 40 on the 6th mile)	.. 4	Bibile-Medagama-Moneragala road	.. 3	Ruanwella-Veyangoda road	.. 4½
Mallowapitiya-Rambodagala road	.. 4½	Dikwella-Welimada road	.. 2	Watapota road	.. 3
		Diyatalawa road	.. 2	Yatiyantota-Ardross road (with the exception of the causeway on Kelani estate)	.. 3
		Pottuvil-Moneragala road	.. 3	Yatiyantota-Polatagama road	.. 3
		Welimada-Nuwara Eliya road	.. 4½		
		Wellawaya-Hambantota road	.. 3		

(Continued on page 376.)

Comparative Monthly Return of Revenue from October, 1921, to September, 1925.

	1921-22. Rs.	1922-23. Rs.	1923-24. Rs.	1924-25. Rs.
October	6,586,591	7,729,712	8,639,057	9,022,025
November	5,506,782	7,402,884	8,001,201	7,895,979
December	5,042,049	6,421,984	6,386,145	7,792,815
January	7,704,744	9,389,694	11,434,452	12,189,391
February	6,373,032	7,166,303	8,209,361	8,594,667
March	6,817,153	7,737,585	8,635,906	8,777,107
April	6,722,770	7,710,087	8,088,372	9,536,177
May	7,107,238	8,440,781	7,766,440	8,800,293
June	6,736,841	7,692,952	7,805,669	9,830,257
July	7,119,369	8,323,151	9,634,199	9,129,174
August	6,806,823	7,499,727	8,651,157	9,497,003
September	6,746,725	8,205,309	9,111,157	14,474,781
Total	79,270,117	93,720,169	102,363,116	115,539,669

General Treasury,
Colombo, January 21, 1926.W. W. WOODS,
Colonial Treasurer.

NOTICES CALLING FOR TENDERS.

SCHEDULES of rates are hereby invited for installing electric lights, fans, fittings, and services in Government buildings, Avissawella.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the Chief Electrical Engineer, P. W. D., and the Contractor on the basis of his accepted tendered schedule of rates.

3. Specification, schedule of lights, fans, fittings, and services and form of agreement can be seen, and all other information obtained from the Office of the Chief Electrical Engineer, P. W. D. Office, Colombo, any week day between the hours of 9.30 A.M. and 4.30 P.M., Saturdays, 9.30 A.M. to 2 P.M.

4. The schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the Chief Electrical Engineer, P. W. D. Office, Colombo, duly dated, signed, and forwarded in securely sealed envelopes, the original schedule only addressed to the Director of Public Works, Colombo, and the duplicate together with samples of switches, lamp-holders, ceiling roses, flexible cord, &c., offered, addressed to the Chief Electrical Engineer, P. W. D., Colombo, endorsed on the outside "Schedules of Rates for installing electric lights, fans, &c., in Government buildings, Avissawella." so as to reach the offices of the foregoing

officers on or before 12 noon on Friday, February 19, 1926.

5. The accepted tenderer will be required to complete and hand over the work to the Chief Electrical Engineer on or before a date to be agreed upon.

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

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

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

Public Works Office, S. J. KIRBY,
Colombo, January 27, 1926. for Director of Public Works.

SCHEDULES of rates are hereby invited for erecting a ward of 6 beds and Mortuary at Uggalkaltota Dispensary.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen and all other information obtained from the Offices of the District Engineer, Pelmadulla, or the Provincial Engineer, Sabaragamuwa, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

4. Schedules of rates must be submitted on forms to be obtained from the Offices of the District Engineer, Pelmadulla, or the Provincial Engineer, Sabaragamuwa, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Pelmadulla, endorsed on the outside "Schedules of Rates for Erecting a Ward of 6 beds and Mortuary at Uggalkaltota Dispensary," so as to reach the offices of the foregoing officers on or before 12 noon on February 16, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

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

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

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

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

S. J. KIRBY,
for Director of Public Works.

Public Works Office,
Colombo, January 27, 1926.

TENDERS are hereby invited for the erection and completion of nine blocks of quarters for workmen and three blocks of latrines to be erected at Bloemendahl road, Bloemendahl, Colombo.

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

3. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue or be sent to him through the post. Tenders should be accompanied by two copies of the bill of quantities fully priced out.

4. Tenders should be marked "Tender for Quarters and Latrines for Workmen to be erected at Bloemendahl road, Bloemendahl, Colombo," on the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on Tuesday, February 23, 1926.

5. Tenderers may obtain forms and copies of the bill of quantities, and inspect drawings and conditions of contract at the Office of the Harbour Engineer between 10 A.M. and 4.30 P.M., and on Saturdays between 10 A.M. and 2 P.M. A deposit of Rs. 100 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 or fail to furnish approved security within ten days of receiving notice in writing signed by the Harbour Engineer 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.

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

7. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the drawings, specifications, and the general conditions therein set forth, and to complete the whole of the works within six months from the date of the order to commence. He will also be required to deposit a sum of Rs. 1,000 in cash for the due and faithful performance of the contract.

8. The contract shall not be assigned or sublet without the written authority of the Tender Board.

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

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

11. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting one tender for the whole work, or of dividing the work into two or more contracts.

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

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

14. 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 Government contracts with Departments other than the Harbour Engineer's Department, the name of such department and the district in which the service was rendered should be stated.

15. The contract shall be entered into by the contractor with the Harbour Engineer, acting for and on behalf of His Majesty the King, and the designation of such officer shall mean and include the officer for the time being holding such office, and his successors in office for the time being under the Government of Ceylon.

W. T. SOUTHORN,
Chairman, Colombo Port Commission.

Office of the Colombo Port Commission,
Colombo, January 20, 1926.

TENDERS are hereby invited for the supply of country rice for the use of the Railway Extensions Department in the following districts of the North-Central and Eastern Provinces, to be delivered at the under-mentioned places for a period of six months from March 1, 1926, to August 31, 1926:—

Batticaloa District.

Kalkudah, 114 miles 34 chains from Maho.
Valaichchenai bridge, 111 miles 15 chains from Maho.
Punansai, 105 miles 40 chains from Maho.

Tamankaduwa District.

Welikandah, 91 miles 75 chains from Maho.

Mananpitiya, 81 miles 79 chains from Maho, and such other places from which the rice may have to be issued.

(An average of 480 bushels of rice per month is required for the above districts, but no guarantee is given that this or any other quantity will be ordered each month. These requirements are subject to variations according to strength of labour force.)

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Rice Railway Extensions Department, North-Central and Eastern Provinces," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on Tuesday, February 16, 1926.

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

5. The sample of rice, not less than a measure, should be deposited in sealed bottle at the Office of the Chief Construction Engineer, Railway Extensions, Colombo, not later than 12 noon on February 16, 1926.

6. To each sample must be firmly attached a label, on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of rice adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Chief Construction Engineer, Railway Extensions, Colombo; and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

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

9. Further information may be obtained on application at the Office of the Chief Construction Engineer, Railway Extensions, Colombo.

10. Before any tender is accepted the contractor will be required to sign a contract to make due delivery in accordance with the description and the quality of rice tendered by him and as per approved samples submitted. In order to secure the due and punctual performance of the contract, the successful tenderer will be required to retain 10 per cent. of the value of rice supplied with the Engineer in respect of the contract entered into by him.

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

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

13. The rice contractor will have to make his own arrangements as regards transport and storage, and issue rice to individual coolies and contractors, &c., on the signed orders of the Assistant Engineer.

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

15. 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.

16. In the case of persons who have carried out contracts with the Railway Extensions 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.

17. In the case of persons who have carried out Government contracts with departments other than the Railway Extensions Department, the name of such department and the district in which the service rendered should be stated.

18. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

F. W. BAKEWELL,
Acting Chief Construction Engineer,
Railway Extensions.

Railway Extension Office,
Colombo, January 26, 1926.

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

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

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

4. Tenders should be marked "Tender for Supply of Timber in the log, North-Western 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 midday on Tuesday, February 16, 1926.

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

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

7. 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. Separate rates should be quoted, written both in words and figures, per cubic foot of timber in the log, per broad gauge sleeper, and per telegraph post.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of cash security required will be 5 per cent. of the value of the contract. All other necessary information can be ascertained upon application to the office referred to in section 5 above.

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

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

12. 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. The contractor shall not be a person whose name is on the list of Crown defaulting contractors, nor shall he issue a power of attorney

to any person whose name is on such list for carrying on work under the contract. Any breach of this article of agreement shall render the agreement liable to cancellation without any compensation to the contractor.

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 Divisional Forest Officer, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

14. Tenderers should read and note a draft contract, which is available in the Forest Office, Kurunegala, before they obtain their forms and certify that they have inspected the areas to be exploited. They should also initial and date the list of trees enumerated.

15. Tenderers who have not previously held Government contracts, when applying for tender forms, should furnish the officer issuing 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.

16. For any further information application should be made to the Divisional Forest Officer, North-Western Division, Kurunegala.

GENERAL CONDITIONS.

(a) Trees are to be felled within 1 foot from the ground by saw or axe and saw combined.

(b) Only such trees as are stamped and marked by a Forest Officer are to be felled.

(c) All suitable dead and hollow trees and branchwood within the forests, such as are marked by a Forest Officer, though below the specification given below, should in addition to all matured sound trees marked by him, be utilized for conversion into sleepers.

(d) Parts of logs attacked by fungus or defective parts of logs are not to be sawn into sleepers or telegraph poles. The sleepers should be sawn from sound matured wood free from shakes, cracks, sapwood, and large or loose knots.

(e) Broad gauge sleepers are to be 9 ft. by 10 in. by 5 in.

(f) Sleepers should be rectangular in form and sawn perfectly parallel on all sides. On no account will squaring of logs or sleepers with an adze or axe will be allowed.

(g) Sleepers and telegraph posts should be covered with sawdust or immersed in water and be invariably placed under shade immediately they are sawn until they can be transported to delivery depôts, where they should be stacked and kept under shade in the manner to be pointed out by a Forest Officer.

(h) Rejections will not be paid for, and they will lapse to Government as well as refuse wood in the areas under operation. The contractor shall have no claim in respect of any material sold as rejections.

(i) All trees after felling should be logged to the longest available lengths and transported to a depôt in the same forest, which will be selected by the Divisional Forest Officer or by an officer of the Department deputed for the purpose, where they will be inspected by a Forest Officer and passed for transport to the delivery depôt. Sleepers and telegraph posts will also be required to be brought to the same depôt for inspection. Logs which are rejected as unsuitable for delivery in the log will be marked at the inspection depôt for conversion into sleepers or telegraph posts.

(j) The contractor will be paid a proportionate rate for timber in the log, sleepers, and telegraph posts transported to the depôt in the forest, but not removed to the delivery depôt in cases when it shall be deemed expedient to do so by the Divisional Forest Officer.

(k) The contractor will receive full payment for all logs accepted by the Divisional Forest Officer at the delivery

depôt for sleepers accepted by the Railway Department, and for telegraph posts accepted by the Telegraph Department.

(l) All logs should be straight and sound throughout free from shakes and large or loose knots. They should have both their ends neatly trimmed with saw alone.

(m) The logs supplied on each of the services should be of the following specification:—

50 per cent. of the supply should be 20 feet and upwards in length, 5 feet and upwards in mid girth; 30 per cent. of the supply should be logs of 15 feet and upwards in length and 4 feet and upwards in mid girth; and the balance 20 per cent. of the supply should be logs yielding a minimum cubic volume of 15 feet, not less than 10 feet long and not under 4 feet girth, except in the case of na timber under service B.

(n) The work should commence as soon as the tenders are settled and should be completed before September 30, 1926. All materials extracted on the contract is required to be brought to the depôt in the forest not later than August 15, 1926.

(o) All timber in the log shall be measured without bark and the contractor shall accept the decision of the Divisional Forest Officer as to the measurements of accepted logs.

(p) No payment or certificate shall protect or be deemed to protect the contractor in the case of overpayment.

SCHEDULE.

Service A.

To fell a sufficient number of enumerated palu trees from Kalugalla Proposed Reserve, in Wann Range in the North-Western Division; to convert the trees so felled into 4,000 (more or less) cubic feet of timber in the log, 200 (more or less) broad gauge sleepers, and 500 (more or less) sawn telegraph posts (400 of 24 ft. by 6 in. by 6 in. and 100 of 30 ft. by 8 in. by 8 in. at base tapering not less than 6 in. by 6 in. at top); to transport and deliver same at Ganewatta Railway Station, a distance of about 9 miles. 60 per cent. of the telegraph posts should be delivered by end of May, 1926, and the balance by end of July, 1926.

Service B.

To fell a sufficient number of enumerated na trees from Telahera Crown Forest, in Nikaweratiya Range, in the North-Western Division; to convert the trees so felled into 2,000 (more or less) cubic feet of timber in the log of not less than 16 ft. 6 in. long and 5 ft. girth at small end and 100 (more or less) broad gauge sleepers; to transport and deliver same at Maho Railway Station, a distance of about 20 miles.

Service C.

To fell a sufficient number of enumerated palu and satin trees from Ottukulama and Ranawarawa Crown Forests, in Nikaweratiya Range, in the North-Western Division; to convert the trees so felled into 3,000 (more or less) cubic feet of timber in the log and 150 (more or less) Broad Gauge sleepers; to transport and deliver same at Ambanpola Railway Station, a distance of about 12 miles.

R. M. WHITE,

Acting Conservator of Forests.

Office of the Conservator of Forests,

Kandy, January 25, 1926.

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

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

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

4. Tenders should be marked "Tender for Supply of Na Timber, Sabaragamuwa 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, February 16, 1926.

5. Tenders are to be made upon forms which will be supplied upon application at the Divisional Forest Office, Ratnapura, and no tender will be considered unless it

is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

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

7. 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. Separate rates per cubic foot of timber in the log per narrow gauge sleeper should be quoted, written both in words and figures.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of cash security required will be 5 per cent. of the value of the contract. All other necessary information can be ascertained upon application to the office referred to in section 5 above.

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

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

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

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

15. Tenderers should read and note a draft contract which is available in the Forest Office, Ratnapura, before they obtain their forms and certify that they have inspected the areas to be exploited.

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) Trees are to be felled within 1 foot from the ground by saw or axe and saw combined.

(b) Only such trees as are stamped and marked by a Forest Officer are to be felled.

(c) All trees after felling should be logged into lengths of not less than 17 feet and the girth at small end should be above 5 feet. All end pieces and branches of trees felled and trees unsuitable for delivery in the log should be converted into narrow gauge sleepers and delivered neatly stacked at the delivery depôt as directed by the Divisional Forest Officer. The contractor will be required to concentrate all material at a way-side depôt for inspection by an

officer of the Forest Department before transport and delivery at the final delivery depôt.

(d) The contractor will be paid a proportionate rate for timber in the log transported to the way-side depôt, but not removed to the delivery depôt in cases when it shall be deemed expedient to do so by the Divisional Forest Officer.

(e) The contractor will receive full payment for all logs accepted by the Divisional Forest Officer, at the delivery depôt.

(f) All logs should be straight and sound throughout free from shakes and large or loose knots. They should have both their ends neatly trimmed with saw alone.

(g) The work should commence as soon as the tenders are settled and should be completed before June 30, 1926.

(h) For further information and inspection of draft contract application should be made to the Divisional Forest Officer, Sabaragamuwa Division, Ratnapura.

SCHEDULE.

To fell, log, bark, and trim 24 na trees enumerated at Kumburugamuwa Reserve in Rakwana Range and to transport and deliver same stacked at Kahawatta Railway Station in the manner to be pointed out by the Range Forest Officer. Distance of transport is about 29 miles (27 miles by Public Works Department road and 2 miles forest).

R. M. WHITE,

Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, January 26, 1926.

TENDERS are hereby invited for the supply of timber in the log and incidental sleepers during 1925-26. 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 in the Office of the Controller of Revenue or be sent through the post.

4. Tenders should be marked "Tender for Supply of Timber in the Log, Southern Division (East), 1925-26," 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, February 16, 1926.

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

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

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 necessary information can be ascertained upon application at the offices referred to in section 5. A further security in cash of 5 per cent. of the value of the contract will be required of the contractor when entering into the bond.

9. Separate rates for timber in the log per cubic foot, and per narrow gauge sleeper must be quoted written both in words and figures.

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

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

12. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained.

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

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

15. For any further information, and for inspection of the draft contract application should be made to the offices referred to in section 5 above.

16. Tenders 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) Trees are to be felled within one foot from the ground by saw or saw and axe combined.

(b) Only such trees as are stamped and marked by a Forest Officer are to be felled.

(c) All trees after felling should be cut into lengths suitable for sawing into bulks of 16 ft. by 12 in. by 12 in. and branches and endpieces thereof including trees unsuitable for delivery in the log to be converted into narrow gauge sleepers.

(d) All logs should be straight and sound throughout free from shake and large or loose knots.

(e) Rejected timber and sleepers will not be paid for and they will lapse to Government as well as all refuse wood in the area under operation.

(f) The tenderers are to initial and date the enumeration list on the day they obtain tender forms.

(g) The contractor will be liable to a fine of Rs. 20, for every tree not felled on or before April 15, 1926. He will also be liable to a similar fine for every log undelivered on the final delivery depôt by June 30, 1926.

Schedule.

To fell and log na trees to lengths of not less than 17 ft. in Dediagala Reserve and to deliver 3,000 cubic feet at the Matara Railway Station depôt.

The area of the operation is bounded on the north, east, and south by Crown lands, and west by Udugama Range.

The distance of transport to Matara Railway Station is about 26 miles by river and 3 miles by forest land.

R. M. WHITE,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, January 26, 1926.

NOTICE is hereby given that the closing date for receipt of tenders for the purchase of materials for temporary buildings lying at Marichchukaddi has been altered from February 15, to February 6, 1926.

The Kachcheri,
Jaffna, January 26, 1926.

F. J. SMITH,
Government Agent.

SALE OF UNSERVICEABLE ARTICLES, &c.

THE under-mentioned articles will be sold by auction, on Saturday, February 6, 1926, at 9 A.M., at the Master Attendant's boathouse at Galle:—

Drums, paint and oil	..	..	37
Tins, kerosine oil	..	..	244

J. G. FRASER,
Captain, R.N.,

Master Attendant, Colombo and Galle.
Master Attendant's Office,
Colombc, January 27, 1926.

WILL be sold by public auction at these Stores at 12 noon on Friday, February 5, 1926, a quantity of bale cloth, empty tar barrels, tin lining, firewood, gunny bags, &c.

Government Stores Department, JOHN GIBB,
Colombo, January 22, 1926. Colonial Storekeeper.

WILL be sold by public auction at these Stores at 12 noon, on Friday, February 5, 1926, 463 old shields for holding flags for decoration purposes.

Government Stores Department, JOHN GIBB,
Colombo, January 26, 1926. Colonial Storekeeper.

LIST of confiscated and unclaimed articles to be sold on Saturday, February 6, 1926, by public auction, at the District Court of Badulla, at 1.30 P.M.:—

No.	Name of Article.
A 3,835/A 3,788	.. 1 waist chain
	.. 1 gold ring
A 6,343	.. 1 pair earrings (gold)
A 7,404	.. 1 towel
A 7,590	.. 1 axe
A 7,691	.. 1 mamotty
Alut. T. A.'s	{ .. 1 coat
Report No. 2	{ .. 2 buttons
of 8.7.24.	{ .. 1 brass chain

E. F. MARSHALL,
District Judge and Police Magistrate.
The District Court,
Badulla, January 16, 1926.

LIST of unclaimed articles of patients, who died in hospitals, to be sold on Saturday, February 6, 1926, by public auction, at the District Court of Badulla, at 1.30 P.M. :—

No.	Name of Article.
42 ..	3 necklet of beads, 2 bangles, 2 rings
44 ..	2 earrings
47 ..	3 necklet of beads, 4 bangles, 6 rings
48 ..	3 necklet of beads, 2 bangles, 3 rings, 4 earrings
49 ..	2 nose ornaments
50 ..	2 bangles
52 ..	2 bangles, 2 earrings
53 ..	2 buttons
58 ..	7 bangles, 2 bead chains
59 ..	2 necklet of beads, 2 bangles, 1 nose ornament

E. F. MARSHALL,
District Judge and Police Magistrate.

The District Court,
Badulla, January 16, 1926.

NOTICE is hereby given that the under-mentioned confiscated and unclaimed productions lying in this Court will be sold by public auction at the Court premises on February 3, 1926, at 11 A.M. :—

5,501 ..	Coat, pieces of a comb
5,624 ..	Clasp knife
5,649 ..	Katty, blade of a mamoty
5,622 ..	Clasp knife
5,857 ..	2 wire baskets, 1 digging fork
5,887 ..	1 pen knife
5,891 ..	1 tin box
5,908 ..	Katty
5,953 ..	Rice pounder
5,994 ..	Sarong, towel
5,788 ..	Door frame and door
6,202 ..	Coat, shirt
6,323 ..	Some cinnamon quills, katty, 2 peeling knives, 1 bundle cinnamon sticks
6,506 ..	Purse
5,496 ..	Firewood
5,242 ..	1 wooden box, vetty cloth

Police Court, Balapitiya,
January 22, 1926.

A. G. RANASINHA,
Police Magistrate.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended January 23, 1926.

Births.—The total births registered in the city of Colombo in the week were 194 (2 Europeans, 23 Burghers, 118 Sinhalese, 22 Tamils, 21 Moors, 5 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1926, viz., 257,473) was 39.3, as against 47.8 in the preceding week, 38.1 in the corresponding week of last year, and 29.9 the weekly average for last year.

Deaths.—The total deaths registered were 176 (8 Burghers, 88 Sinhalese, 35 Tamils, 31 Moors, 2 Malays, and 12 Others). The death-rate per 1,000 per annum was 35.6, as against 35.4 in the previous week, 33.8 in the corresponding week of last year, and 30.3 the weekly average for last year.

Infantile Deaths.—Of the 176 total deaths, 46 were of infants under one year of age, as against 36 in the preceding week, 40 in the corresponding week of the previous year, and 33 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 10.

Principal Causes of Death.—1. (a) Twenty deaths from *Pneumonia* were registered, 9 in Maradana hospitals (including 3 deaths of non-residents), 3 each in Kotahena South and Slave Island, and 1 each in St. Paul's, Kotahena North, Maradana North, Maradana South, and Kollupitiya, as against 27 in the previous week, and 18 the weekly average for last year.

(b) Twelve deaths from *Influenza* were registered, 4 in St. Paul's, 2 each in Kotahena North, Kotahena South, and Slave Island, and 1 each in New Bazaar and Maradana North, as against 5 in the previous week, and 5 the weekly average for last year.

(c) Eight deaths from *Bronchitis* were registered, 2 each in Maradana East and Slave Island, and 1 each in Kotahena North, Kotahena South, New Bazaar, and Maradana hospital (of a non-resident), as against 4 in the previous week, and 5 the weekly average for last year.

2. Ten deaths from *Phthisis* were registered, 5 in Maradana hospitals (including 3 deaths of non-residents) and 1 each in Kotahena North, Kotahena South, New Bazaar, Slave Island, and Kollupitiya, as against 19 in the previous week, and 14 the weekly average for last year.

3. Six deaths from *Enteric fever* were registered, 4 in Maradana hospitals (including 1 death of a non-resident) and 1 each in Maradana East and Kollupitiya, as against 3 in the previous week, and 6 the weekly average for last year.

4. One death from *Plague* was registered at the Infectious Diseases Hospital, Wellawatta North, as against nil in the previous week, and 1 the weekly average for last year.

5. One death from *Measles* was registered in Maradana East, as against 1 in the previous week.

6. Eighteen deaths were registered from *Infantile Convulsions*, 16 from *Debility*, 8 each from *Diarrhoea* and *Enteritis*, 4 each from *Tetanus* and *Puerperal Septicaemia*, 2 each from *Dysentery* and *Worms*, and 56 from *Other Causes*.

7. Twenty-six cases of *Chickenpox*, 10 of *Measles*, 6 of *Enteric fever*, and 1 of *Smallpox* (in Port) were reported during the week, as against 23, 19, 3, and nil, respectively, of the preceding week. No case of *Plague* was reported during the week, but 1 was reported in the previous week.

State of the Weather.—The mean temperature of air was 78.4°, against 80.8° in the preceding week and 77.1° in the corresponding week of the previous year. The mean atmospheric pressure was 29.914 in., against 29.932 in. in the preceding week and 29.884 in. in the corresponding week of the previous year. The total rainfall in the week was nil against nil in the preceding week and 0.01 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, January 26, 1926.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.**MEMORANDUM OF ASSOCIATION OF THE CEYLON FINANCIAL INVESTMENTS, LIMITED.**

1. The name of the Company is "THE CEYLON FINANCIAL INVESTMENTS, 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 acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any company constituted or carrying on business in the Island of Ceylon or elsewhere, and debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any Government, public body, or authority, supreme, Municipal, local or otherwise and whether in Ceylon or elsewhere.
 - (b) To acquire any such shares, stocks, debentures, debenture stocks, bonds, obligations, or securities by original subscription, tender, purchase, exchange, or otherwise, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
 - (c) To issue debentures, debenture stocks, bonds, obligations, and securities of all kinds, and to frame, constitute and secure the same as may seem expedient with full power to make the same transferable by delivery or by instrument of transfer or otherwise and either perpetual or terminable and either redeemable or otherwise, and to charge and secure the same by trust, deed, or otherwise on the undertaking of the Company or on any specific property or rights, present or future, of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.
 - (d) To facilitate and encourage the creation, issue or conversion of shares, stocks, debentures, debenture stocks, bonds, obligations, and securities, and to act as trustees in connection therewith and to take part in the conversion of business concerns and undertakings into companies and the amalgamation, reconstruction, and promotion of companies.
 - (e) To take part in the management, supervision, or control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants, or other experts or agents and to act as the managing agents or managers of any company or undertaking.
 - (f) To carry on any other business, which may seem to the Company capable or being conveniently carried on in connection with any of the above or calculated, directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights.
 - (g) To lend money either with or without security and generally to such persons and upon such terms and conditions as the Company may think fit.
 - (h) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property, or rights.
 - (i) To constitute any trusts with a view to the issue of preferred, deferred or other stocks and securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust and to settle and regulate and, if thought fit, to undertake and execute any such trusts and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
 - (j) To act as agents for the investment, loan, payment, transmission, and collection of money and for the purchase, sale, and improvement, development, and management of property including business concerns and undertakings, and generally to transact all kinds of agency, business, whether in respect of agricultural, commercial, or financial matters.
 - (k) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations, or securities.
 - (l) To acquire and undertake all or any part of the business, property, and liabilities of any person or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
 - (m) To enter into partnership, or into any arrangement for sharing profits or losses, or into any union of interests, joint adventure, reciprocal concessions, or co-operation with any person or persons or company or companies carrying on or engaged in or about to carry on, or engage in or being authorized 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.
 - (n) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any immovable or movable property and any rights or privileges 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.
 - (o) To sell or dispose of 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.
 - (p) To promote any 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.
 - (q) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
 - (r) To undertake and execute any trusts, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
 - (s) To draw, make, accept, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instrument or securities.
 - (t) To do all or any of the above things either as principals, agents, trustees, contractors, or otherwise and either alone, or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.

And it is hereby declared that the word "Company" save when used in reference to this Company, in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and the intention is that the objects specified in any paragraph of this clause shall, except when otherwise expressed in such paragraph, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into One hundred thousand (100,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
G. E. WOODMAN, Colombo	One
R. J. HARTLEY, Colombo	One
A. W. HARRISON, Colombo	One
W. K. S. HUGHES, Colombo	One
G. T. HALE, Colombo	One
H. D. THORNTON, Colombo	One
F. F. ROE, Colombo	One
Total Shares taken ..	Seven

Witness to all the above signatures, this Tenth day of December, 1925 :

O. P. MOUNT,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE CEYLON FINANCIAL INVESTMENTS, 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 Ceylon Financial Investments, 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 and includes alternate Directors.

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

"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 One million Rupees (Rs. 1,000,000), divided into 100,000 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 rights, privileges, property, assets, estates, or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such rights, privileges, property, assets, 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 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 rights, privileges, property, assets, estates, or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such rights, privileges, property, assets, estates, or lands, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 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 two 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 Director 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 to any person not approved of by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

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

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

32. In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transfer shall have no claim, whatsoever upon the Company in respect of the shares, 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 not being 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 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 or 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 all 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 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 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 right or preference, whether in respect of dividend or of repayment of capital, or both, or any 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 conditions or provisions, and with any right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

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

51. Any meeting for the purpose of the last preceding clause shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no member not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that 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 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 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 at 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 money is 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 by registered post 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 time as the Shareholders convening the meeting may themselves fix.

62. Any Shareholder may, on giving not less than five 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 notice sent post 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.

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 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 three months previous to the time of holding the meeting at which he proposes to vote.

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

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

83. The instrument appointing a proxy or attorney 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 Ceylon Financial Investments, 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.

The qualification of a Director shall be his holding in his own right at least ten fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors, but an alternate Director appointed under Article 100 does not require to be qualified under this Article.

87. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Seven hundred and fifty 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, H. D. Thornton, and W. K. S. Hughes, all 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, or Managing Director, 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, or Manager, or Managing Director.

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 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 increased 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. Any Director may, from time to time, appoint any person who is approved by the majority of the Directors, or alternate or substituted Directors, to be an alternate or substituted Director. The appointee, while he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director, but he shall not require any qualification, and shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointor or by a majority of the other Directors, and any appointment or revocation under this clause shall be effected by notice in writing to be delivered to the Secretary of the Company.

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

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

POWERS OF DIRECTORS.

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. 121 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.

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. In furtherance and not in limitation of, and without prejudice, to the general powers conferred or implied 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 realize 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.

111. 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.

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

113. The Board may elect a Chairman of their meetings and determine the period for which he is to hold office, and all meetings of the Directors shall be presided over by the Chairman, if one has been elected and 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.

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

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

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

117. The acts of the Board 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.

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

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

- (1) Of 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 committees appointed by the Board.

120. All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person who shall preside as Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be; and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and regular 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.

121. Gordon Frazer & Company, Limited, shall be the first Agents and Secretaries, and shall be paid fee of Rupees 250 per annum.

ACCOUNTS.

122. 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.

123. 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

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

134. 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.

135. 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.

136. 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.

137. 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.

138. The Directors may from time to time pay to the Shareholders such interim dividends as in their judgment the position of the Company justifies.

139. 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, maintaining, or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

140. 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 debentures 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.

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

142. 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.

143. 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.

144. Any dividend or bonus unclaimed by any Shareholder for three years after having been declared 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 of the reserve fund.

145. 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.

146. 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.

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

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

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

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

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

152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148, 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.

153. 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.

154. 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.

155. 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 1899, 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 :

G. E. WOODMAN, Colombo.

R. J. HARTLEY, Colombo.

A. W. HARRISON, Colombo.

W. K. S. HUGHES, Colombo.

G. T. HALE, Colombo.

H. D. THORNTON, Colombo.

F. F. ROE, Colombo.

Witness to all the above signatures, this Tenth day of December, 1925 :

O. P. MOUNT,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE CHOISY TEA COMPANY OF CEYLON, LIMITED.

- Public*
1. THE name of the Company is "THE CHOISY TEA COMPANY OF CEYLON, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The objects for which the Company is to be established are—
 - (1) To purchase, or otherwise acquire all that estate called and known as Choisy, situate in the Nuwara Eliya District of the Island of Ceylon as on and from the 1st day of January, 1926.
 - (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 licences in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation and (or) sale.
 - (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug-owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's 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 establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employees or *ex* employees of the Company or its predecessors in business or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object and to make gifts and bonuses to persons in the employment of the Company.
 - (15) 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.

- (16) To enter into partnership or into any arrangements 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 or assist in the formation, constitution, or promotion of 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 and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (17) 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.
- (18) 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.
- (19) 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.
- (20) 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.
- (21) 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.
- (22) 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.
- (23) 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.
- (24) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) 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.
- (29) To accept as consideration for the sale or disposal of any lands, and real or personal, immovable or movable estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any company or person, or partly one and partly any other.
- (30) 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.
- (31) 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, and in case of doubt as to what shall be so necessary, incidental, conducive, or convenient as aforesaid, the decision of an extraordinary general meeting shall be conclusive.

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 word "company," except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and that the "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph, or the name of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 50,000 shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions and either with or without any special designation and also from time to time to alter, modify, commute, abrogate or deal with any rights, privileges, terms, conditions or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

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.
J. HENRY MARCEL, Choisy Estate, Pundul-oya	One
C. P. MARCEL, Hong Kong	One
J. J. WALL, Colombo	One
D. T. RICHARDS, Colombo	One
J. S. MC INTYRE, Colombo	One
R. P. STEWART, Colombo	One
J. A. MARTENSZ, Colombo	One
Total ..	Seven

Witness to the above signatures at Colombo, this 4th day of January, 1926 :

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

ARTICLES OF ASSOCIATION OF THE CHOISY TEA COMPANY OF CEYLON, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

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

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

The Ordinance.—“ The Ordinance ” means and includes “ The Joint Stock Companies’ Ordinances, 1861 to 1918,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special Resolution.—“ Special resolution ” has the meaning assigned thereto by the Ordinance.

Extraordinary Resolution.—“ Extraordinary resolution ” means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present at any meeting of the Company of which notice specifying an intention to propose such resolution as an extraordinary resolution has been duly given.

These Presents.—“ These presents ” means and includes the Memorandum of Association and the Articles of Association of the Company from time to time in force.

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

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

Shareholder.—“ Shareholder ” means a Shareholder of the Company.

Presence or Present.—With regard to a Shareholder “ presence or present ” at a meeting means presence or present personally or by proxy or by attorney duly authorized.

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

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

Persons.—“ Persons ” means partnerships, associations, corporations, companies, unincorporated or incorporated by Ordinance and registrar, 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.

In Writing and Written.—“ In writing ” and “ written ” include printing, lithography, and other modes of representing or reproducing words in a visible form.

Dividend.—“ Dividend ” includes bonus.

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. (a) *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.

5. (b) *Acquisition of Choisy Estate.*—The basis on which this Company is established is that the Company shall purchase or otherwise acquire all that estate called and known as Choisy, situate in the District of Nuwara Eliya, in the Island of Ceylon, and accordingly no objection shall be made by this Company or by any Shareholder, creditor, or liquidator thereof to the said purchase or acquisition upon the ground that the vendors, promoters, or other persons interested or any of them stand in a fiduciary position towards this Company or that there is in the circumstances no independent Board of this Company and any Director of this Company who is interested therein shall be entitled to retain and dispose of for his own use all benefits (if any) accruing to him directly or indirectly under or by virtue of the said purchase or acquisition and the said purchase or acquisition shall not be liable to be set aside on any such grounds as aforesaid or upon any grounds in anywise connected therewith, and every Shareholder of the Company present and future shall be deemed to join the Company on the basis aforesaid.

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

CAPITAL.

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

SHARES.

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

8. (b) *Commission for Placing Shares.*—The Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscription (whether absolute or conditional) for any shares in the Company.

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

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

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

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

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

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

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

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

17. *Trusts or any Interest in Share other than that of Registered Holder or of any Person under Article 39 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 39 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

20. *How carried into Effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders, in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class, as nearly as possible in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after

the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment of any estates or lands or other property purchased or acquired by the Company, or for services rendered or to be rendered to the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

26. *Certificate to be delivered to the first named of Joint-Holders not a Firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

TRANSFER OF SHARES.

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

28. *Transfer of Shares.*—(1) A share may be transferred by a Shareholder or other person entitled to transfer to any Shareholder selected by the transferor; but, save as aforesaid, and save as provided by sub-clause (5) or (7) of this Article, no share shall be transferred to a person who is not a Shareholder so long as any Shareholder is willing to purchase the same as hereinafter provided.

(2) Except where the transfer is made pursuant to sub-clause (1), (5), or (7) of this Article, the person proposing to transfer any share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer such share. The transfer notice shall specify the sum he fixes as the price of the share (hereinafter called "the proposing transferor's price"), and shall constitute the Company his agent for the sale of the share to any Shareholder of the Company at such price. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each, and shall specify the denoting number of each share which the proposing transferor desires to sell. A transfer notice shall not be revocable except with the sanction of the Directors.

(3) If the Company shall within the space of ninety days after being served with the transfer notice, find a Shareholder willing to purchase the share of the proposing transferor's price (hereinafter called "the purchasing Shareholder"), and shall give notice thereof to the proposing transferor, the latter shall be bound, upon payment of the said price, to transfer the share to the purchasing Shareholder.

(4) If in any case the proposing transferor, after having become bound as aforesaid makes default in transferring any share, the Company may receive the purchase money and shall thereupon cause the name of the purchasing Shareholder to be entered in the register as the holder of that share, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Shareholder, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

(5) If the Company shall not within the space of ninety days after being served with the transfer notice find a Shareholder willing to purchase all or any of the shares comprised therein, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months after the expiration of the said period of ninety days be at liberty, subject to Article 32, to sell and transfer the said shares, or such of them as have not been sold to a purchasing Shareholder, to any person but at a price not less than that specified by him in his transfer notice.

(6) The Company in General Meeting may make, and from time to time vary, rules as to the mode in which any shares specified in any transfer notice shall be offered to the Shareholders, and as to their rights in regard to the purchase thereof, and in particular may give any Shareholder or class of Shareholders a preferential right to purchase the same. Until otherwise determined, every such share shall be offered to the Shareholders in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors shall think fit.

(7) Any share may be transferred by a Shareholder to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of a Shareholder, and any share of a deceased Shareholder may be transferred by his executors or administrators to any trustees under the will of any such deceased Shareholder, or to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Shareholder, to whom such deceased Shareholder may have specifically bequeathed the same, or who may be entitled to the residuary estate of such deceased Shareholder or any part or share of such residuary estate, and shares standing in the name of the trustees of the will of any deceased Shareholder may be transferred to any beneficiary as aforesaid under the will or, upon any change of trustees, to the trustee for the time being of such will, and the restrictions in sub-clause (1) of this Article contained shall not apply to any transfer authorized by this sub-clause. Provided, however, that the provisions of this sub-clause as far as they affect a transfer in favour of or by any trustees shall not be deemed in any way to prejudice the rights of the Company under Article 17 hereof.

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

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

31. *Instrument of Transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. *Board may decline to register Transfers.*—The board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company has a lien or otherwise; or to any person not approved by them, but the latter restriction shall not apply when the proposed transferee is already a Shareholder nor to a transfer made pursuant to Article 28 (7) hereof.

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

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

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

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

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

TRANSMISSION OF SHARES.

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

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 39, shall not, from any cause whatever, within 12 calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall, within 12 calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell the same either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

45. (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, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

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

53. *Meeting affecting a Particular Class of Shares.*—Any meeting for the purpose of the last preceding Article 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) *Call, 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 on 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 Article.

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

BORROWING POWERS.

57. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations or otherwise. Also from time to time, at their

discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred thousand Rupees (Rs. 100,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the re-payment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting, whether ordinary or extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. 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 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 Articles shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

61. (a) *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.

61. (b) Any General Meeting (whether Ordinary or Extraordinary) convened by the Directors, unless the time thereof shall have been fixed by the Company in General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is in Article 61 (a) hereof mentioned, may be postponed by the Directors by notice in writing, and the meeting shall subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

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. (a) *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.

64. (b) *Two Meetings convened by one Notice.*—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 on the resolution being passed by the requisite majority at the first 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 Directors and Auditors; and shall also be competent to enter upon discuss and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

78. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by attorney duly authorized shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every share held by him.

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

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

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

82. *Proxy to be Printed or in Writing.*—The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor, or if such appointor be a corporation, it shall be under the common seal of such corporation. Provided always that an instrument appointing a proxy may be signed by the attorney of the appointor duly authorized in writing under the hand or the common seal, as the case may be, of the appointor.

83. (a) *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 or adjourned meeting at which the person named in such instrument proposes to vote.

83. (b) *When Power of Attorney to be Deposited.*—The power of attorney under which a proxy has been signed or under which a person proposes to vote shall be deposited at the registered office of the Company for registration in the books of the Company at least twenty-four hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such power of attorney or in the proxy, as the case may be, proposes to vote.

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

The Choisy Tea Company of Ceylon, Limited.

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

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

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

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

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than four. 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 retiring 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 One thousand five hundred Rupees (Rs. 1,500) 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 Justin Henry Marcel of Choisy Estate, Punduloya, and James John Wall of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall both retire, but shall be eligible for re-election.

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

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

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

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

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

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second 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.

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 Director to be Vacated.*—The office of Director shall be vacated—

- (a) If he accept or hold 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 suspend payment, or file a petition for the liquidation of his affairs, or compound with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceased to hold the required number of shares to qualify him for the office.
- (e) If he be concerned or participate in the profits of any contract with, or work done for, the Company.
- (f) If he ceases to ordinarily reside in Ceylon or be absent from Ceylon for a period of twelve consecutive months.

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

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

104. *Indemnity to Directors and Others for their own Acts and for the Acts of Others.*—Every Director or officer and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him respectively in or about the discharge of his respective duties, except such as happen from his respective wilful acts or

defaults; and no Director or officer nor the heirs, executors, or administrators of any Director or officer, shall be liable for any other Director or officer, or for joining in any receipt or other acts of conformity, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

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

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said Choisy estate as on and from the 1st day of January, 1926.

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

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

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

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

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

112. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artizans, 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 Article in these presents on the Directors shall not be taken to be limited by any Article 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 Article, 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 or 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 or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.

- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing, or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

COMPANY'S SEAL.

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

ACCOUNTS.

125. *What Accounts to be kept.*—The Agent or Secretary or the Agents or Secretaries for the time being, or, if there be no Agent or Secretary, or Agents or Secretaries, the Directors, shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters

in respect of which such receipt and expenditure take place, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the registered office of the Company, as the Directors think fit.

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

127. *Statement of Accounts and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account for the preceding financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up as at the end of the same period.

128. *Report to accompany Statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the statement, report, and balance sheet shall be signed by the Directors.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

130. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in the case the amount so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company.

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

131. (b) 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.

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

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

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

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

156. *Directors may refer Dispute to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration, pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Civil Procedure Code, 1889 and the Arbitration Ordinance, 1866, or any then subsisting statutory modification thereof.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

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

J. HENRY MARCEL.

C. P. MARCEL.

J. J. WALL.

D. T. RICHARDS.

J. S. MC INTYRE.

R. P. STEWART.

J. A. MARTENSZ.

Witness to the above signatures :

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

[Second Publication]

MEMORANDUM OF ASSOCIATION OF THE LABUGAMA RUBBER ESTATE, LIMITED.

1. The name of the Company is "THE LABUGAMA RUBBER ESTATE, 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 Labugama estate, situate in the Kelani Valley 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, 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, 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 estates 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 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 re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangements 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 purpose 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.

(z4) 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 and Fifty thousand Rupees (Rs. 750,000), divided into Seventy-five thousand (75,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
J. G. MOORE, Colombo	One
F. F. ROE, Colombo	One
A. W. HARRISON, Colombo	One
M. J. HARDING, Colombo	One
R. J. HARTLEY, Colombo	One
O. P. MOUNT, Colombo	One
E. C. FORD, Colombo	One
Total Shares taken	Seven

Witness to all the above signatures, this Fifteenth day of January, 1926:

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

ARTICLES OF ASSOCIATION OF THE LABUGAMA RUBBER ESTATE, 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 Labugama Rubber Estate, 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.

CAPITAL.

4. The nominal capital of the Company is Seven hundred and fifty thousand (Rs. 750,000), divided into 75,000 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 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 two 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 to any person not approved of by them, and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

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

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

32. In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, 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 not being 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 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 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 other special privilege or advantage over any shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

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

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

61. Any requisition so made shall express the object of the Meeting proposed to be called, shall be addressed to the Directors, and shall be sent by registered post 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 time as the Shareholders convening the meeting may themselves fix.

62. Any Shareholder may, on giving not less than five 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 notice sent by post 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.

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 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 three months previous to the time of holding the meeting at which he proposes to vote.

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

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

83. The instrument appointing a proxy or attorney 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 Labugama Rubber Estate, 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.

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

88. The first Directors shall be Messrs. F. H. Layard of Colombo, E. W. Keith of Kandy, and E. W. Ellis of Puwakpitiya, 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.

89. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, or 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 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, or 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 Labugama 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 thereof shall have a casting vote in addition to his vote as a Director.

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

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

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

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

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

- (1) Of all appointments (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 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 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.

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.

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, 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 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. Any dividend or bonus unclaimed by any Shareholder for three years after having been declared 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*.

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 conveyed 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:—

J. G. MOORE, Colombo.

F. F. ROE, Colombo.

A. W. HARRISON, Colombo.

M. J. HARDING, Colombo.

R. J. HARTLEY, Colombo.

O. P. MOUNT, Colombo.

E. C. FORD, Colombo.

Witness to the above signatures, this Fifteenth day of January, 1926:

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

MEMORANDUM OF ASSOCIATION OF THE TALANGAWELLA RUBBER AND TEA ESTATES, LIMITED.

1. THE name of the Company is "THE TALANGAWELLA RUBBER AND TEA ESTATES, 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—

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168
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1092

- (1) To purchase, or otherwise acquire Talangaha estate of about 842 acres and Miriswella estate of about 297 acres, both situate in the Galla District of the Island of Ceylon, as on and from the 1st day of January, 1926.
- (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 rubber, tea, 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) rubber, tea, 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 rubber, tea, 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 rubber, tea, 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 licences in respect of or otherwise turn to account the property, rights, and informations so acquired.
- (8) To purchase rubber, tea leaf, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, or products, and generally to carry on the business of mining in all its branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug-owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's 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.

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- (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 or assist in the formation, constitution, or promotion of 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 and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (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 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, and in case of doubt as to what shall be so necessary, incidental, conducive, or convenient as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

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 word "company," except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and that the "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph, or the name of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000) divided into Two hundred thousand (200,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, and from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company. 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 issued as fully paid or partly paid shares 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
ROBERT ALEXANDER SHARROCKS, Colombo	One
MORTON LEDGER HOPKINS, Colombo	One
ERIC LIONEL FRASER, Colombo	One
THOMAS HUNT, Colombo	One
LEIGH MATTHEWS, Colombo	One
ARTHUR NORMAN BRUCE, Colombo	One
Total shares taken ..	Seven

Witness to all the above signatures, this Eighteenth day of January, 1926 :

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

ARTICLES OF ASSOCIATION OF THE TALANGAWELLA RUBBER AND TEA ESTATES, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

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

Company.—The word “Company” means “The Talangawella Rubber and Tea Estates, 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.

In Writing and Written.—“In writing” and “written” include printing, lithography, and other modes of representing or reproducing words in a visible form.

Dividend.—“Dividend” includes bonus.

Singular and Plural Number.—Words importing the singular number only include the plural, and *vice versa*.

Masculine and Feminine Gender.—Words importing the masculine gender only include the feminine, and *vice versa*.

BUSINESS.

5. *Commencement of Business.*—The Company may proceed to carry out the objects for which it is established and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and notwithstanding that the whole of the shares shall not have been subscribed, applied for, or allotted, they shall do so as soon as, in the judgment of the directors, a sufficient number of shares shall have been subscribed or applied for.

6. *Business to be carried on by Directors.*—The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of general meetings, in accordance with these presents.

CAPITAL.

7. *Nominal Capital.*—The nominal capital of the Company is Two million Rupees (Rs. 2,000,000) divided into Two hundred thousand (200,000) shares of Ten Rupees (Rs. 10) each.

SHARES.

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

(b) *Commission of placing Shares.*—The Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company.

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

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

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

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

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

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

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

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

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

INCREASE OF CAPITAL.

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

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

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

26. *Certificate to be delivered to the first named of Joint-Holders not a Firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

TRANSFER OF SHARES.

27. *Exercise of Rights.*—No person shall exercise any 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 declination shall be absolute.

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

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

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

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

TRANSMISSION OF SHARES.

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

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares, in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 39 shall not, from any cause whatever, within 12 calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if, in the case of the death of any Shareholder, no person shall, within 12 calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell the same either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; 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.

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

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

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

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

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

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

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

45. (a) *Certificates of Surrender or Forfeiture.*—A certificate in writing, under the hands of two of the Directors and of the Agent or Secretary or Agents or Secretaries, that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture; such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company; such purchaser thereupon shall be deemed the holder of such share, discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be 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, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

51. *Preference and Deferred Shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than 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). The Directors shall with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures, or create any debenture stock, they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such documents containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

59. *Subsequent General Meetings.*—Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is prescribed, at such time and place as may be determined by the Directors.

60. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

61. *Extraordinary General Meetings.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by 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. (a) *Seven Days' Notice of Meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette* or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting, provided, however, that holders of preference shares or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference shares or shares of such particular class they shall not be entitled to attend or vote thereat.

(b) *Two Meetings convened by one Notice.*—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 on the resolution being passed by the requisite majority at the first 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 Directors and Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

82. *Proxy to be Printed or in Writing.*—The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor, or if such appointor be a corporation, it shall be under the common seal of such corporation. Provided always that an instrument appointing a proxy may be signed by the attorney of the appointor duly authorized in writing under the hand or the common seal as the case may be of the appointor.

83. (a) *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 or adjourned meeting at which the person named in such instrument proposes to vote.

(b) *When Power of Attorney to be deposited.*—The power of attorney under which a proxy has been signed or under which a person proposes to vote shall be deposited at the registered office of the Company for registration in the books of the Company at least twenty-four hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such power of attorney or in the proxy as the case may be proposes to vote.

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

The Talangawella Rubber and Tea Estates, Limited.

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

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

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

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

DIRECTORS.

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

88. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Rupees (Rs. 2,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Five thousand Rupees (Rs. 5,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be Sir James Lochore and Robert Alexander Sherrocks, both of Colombo who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

95. *Retiring Directors how determined.*—The Director to retire from office at the Second and Third General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent years 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 Director to continue until next Meeting.*—If at any meeting at which an election, of a Director ought to take place, the place of the retiring Director is not filled up, the retiring Director may continue in office until the First Ordinary General Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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

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

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

- (a) If he accept or hold 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 suspend 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 become incapable of acting.
- (d) If he cease to hold the required number of shares to qualify him for the office.
- (e) If he be concerned or participate in the profits of any contract with, or work done for, the Company.
- (f) If he cease to ordinarily reside in Ceylon or be absent from Ceylon for a period of six consecutive months.

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

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

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

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

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said Talangaha estate of about 842 acres, and the said Miriswella estate of about 297 acres, both situate in the Galle District, of the Island of Ceylon, as on and from 1st day of January, 1926.

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

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

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

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

111. *To sell and dispose of Company's Property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, lands, and effects of the Company or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or estates, land or lands, or the 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, 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 person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or Company and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

120. *Regulation of Proceedings of Committees.*—The meetings and proceedings of such committees shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of such committees 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 the Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and regular transaction or occurrence of the proceedings and other matters purporting to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman, and of the date on which such meeting was held.

COMPANY'S SEAL.

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

ACCOUNTS.

125. *What Accounts to be kept.*—The agent or secretary or the agents or secretaries for the time being, or, if there be no agent or secretary or agents or secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such 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 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 a : at the end of the same period.

128. *Report to accompany Statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the statement, report, and balance sheet shall be signed by the Directors.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

130. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company.

131. *Declaration of Dividend, &c.*—The Directors may, with the sanction of the Company in General Meeting from time to time, declare a dividend to be paid, and (or) pay a bonus to the Shareholders in proportion to the amount 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.

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

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

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

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

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

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

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

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

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

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

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

AUDIT.

142. *Accounts to be Audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet and profit and loss account ascertained by one or more Auditor or Auditors.

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

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

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

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

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

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

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

NOTICES.

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

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

152. *Service of 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.

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

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

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

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

ARBITRATION.

156. *Directors may refer Disputes to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Civil Procedure Code, 1889, and the Arbitration Ordinance, 1866, or any then subsisting statutory modification thereof.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

160. *Payment in Specie, and vesting in Trustees Right of Contributory to dissent, &c.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Shareholders of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing Company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all 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 section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in sub-section (6) of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Civil Procedure Code, 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the afore written Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Colombo, this Eighteenth day of January, 1926 :—

JAMES LOCHORE.

R. A. SHARROCKS.

M. L. HOPKINS.

E. L. FRASER.

T. HUNT.

L. MATTHEWS.

A. N. BRUCE.

Witness to the above signatures :

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

MEMORANDUM OF ASSOCIATION OF THE PAREEKANNI TRAVANCORE RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE PAREEKANNI TRAVANCORE 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, or otherwise acquire all those two estates, plantations, and premises called and known as Pareekanni (500 acres more or less) and Kodikara (400 acres more or less), situate in the State of Travancore, South India.
 - (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 rubber, coconuts, tea, coffee, pepper, 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) rubber, coconuts, tea, coffee, pepper, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, coconut produce, coconuts, tea, coffee, pepper, 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 rubber, coconuts, tea, coffee, pepper, 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 licences in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase tea leaf, rubber, coconuts, coffee, pepper, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, or products, and generally to carry on the business of mining in all its branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug-owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's 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 establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employee or *ex* employees of the Company or its predecessors in business or the dependents or connections of such persons, and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object and to make gifts and bonuses to persons in the employment of the Company.
 - (15) 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.

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- (16) 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 or assist in the formation, constitution, or promotion of 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 and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (17) 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.
- (18) To lend money on any terms and, 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.
- (19) 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.
- (20) 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.
- (21) 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.
- (22) 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.
- (23) 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.
- (24) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) 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.
- (29) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures, or debenture stock, or obligations of any Company or person, or partly one and partly any other.
- (30) 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.
- (31) 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, and in case of doubt as to what shall be so necessary, incidental, conducive, or convenient as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

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 word "company," except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and that the "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph, or the name of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Six hundred Thousand Rupees (Rs. 600,000) divided into 120,000 shares of Five Rupees (Rs. 5) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions, and either with or without any special designation and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

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.
R. WHITTOW, Colombo	One
A. J. C. LINTOTT, Colombo	One
JOHN A. LORAM, Colombo	One
W. E. KEEL, Colombo	One
W. R. MAGUIRE, Colombo	One
D. NORRIE, Colombo	One
F. A. WALDOCK, Colombo	One
Total ..	Seven

Witness to the above signatures at Colombo, this Twenty-first day of January, 1926 :

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

ARTICLES OF ASSOCIATION OF THE PAREEKANNI TRAVANCORE RUBBER COMPANY, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

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

Company.—The word “Company” means “The Pareekanni Travancore 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 1919,” 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.

In Writing and Written.—“In writing” and “written” include printing, lithography, and other modes of representing or reproducing words in a visible form.

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 Six hundred Thousand Rupees (Rs. 600,000) divided into 120,000 shares of Five Rupees (Rs. 5) each.

SHARES.

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

(b) *Commission for placing Shares.*—The Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscription (whether absolute or conditional) for any shares in the Company.

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

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

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

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

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

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

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

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

17. *Trusts or any Interest in Share other than that of Registered Holder or of any Person under Article 39 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 39 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

26. *Certificate to be delivered to the first named of Joint-Holders not a Firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

TRANSFER OF SHARES.

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

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

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

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

31. *Instrument of Transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. *Board may decline to register Transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company has a lien or otherwise; or to any person not approved by them.

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

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

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

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

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

TRANSMISSION OF SHARES.

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

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares, in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 39, shall not, from any cause whatever, within 12 calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if, in the case of the death of any Shareholder, no person shall, within 12 calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell the same either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

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

53. *Meeting affecting a Particular Class of Shares.*—Any meeting for the purpose of the last preceding Article 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 of 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 on the same at the rate of 9 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this Article.

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

BORROWING POWERS.

57. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations or otherwise. Also from time to time, at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred Thousand Rupees (Rs. 100,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures, or create any debenture stock, they shall obtain the sanction thereto of the Company in General Meeting whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. 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. (a) *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.

(b) Any General Meeting (whether Ordinary or Extraordinary) convened by the Directors, unless the time thereof shall have been fixed by the Company in General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is in Article 61 (a) hereof mentioned may be postponed by the Directors by notice in writing, and the meeting shall subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

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

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

64. *Seven Days' Notice of Meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary, or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette* or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting; provided, however, that holders of preference shares or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference shares or shares of such particular class they shall not be entitled to attend or vote.

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

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

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

68. *If a Quorum not present, Meeting to be dissolved or adjourned; Adjourned Meeting to transact Business.*—If at the expiration of half an hour from the time appointed for the meeting the required number of persons shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum be 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, Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

78. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by attorney duly authorized shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every share held by him.

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

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

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

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

83. (a) *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 or adjourned meeting at which the person named in such instrument proposes to vote.

(b) *When Power of Attorney to be deposited.*—The power of attorney under which a proxy has been signed or under which a person proposes to vote shall be deposited at the registered office of the Company for registration in the books of the Company at least twenty-four hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such power of attorney or in the proxy, as the case may be, proposes to vote.

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

The Pareekanni Travancore 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 nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be conveyed 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. (a) *Their Qualification.*—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. A Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment or election.

(b) As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three thousand Rupees (Rs. 3,000) 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 Harold Victor Hill, Richard Whittow, and Archibald John Child Lintott, all of Colombo who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

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

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, to the retiring Director may continue office until the 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 Director to be vacated.*—The office of Director shall be vacated—

- (a) If he accept or hold any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he become bankrupt or insolvent, or suspend payment, or file a petition for the liquidation of his affairs, or compound with his creditors.
- (c) If by reason of mental or bodily infirmity he become incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office, or do not acquire the same within two months of his appointment or election.
- (e) If he be concerned or participate in the profits of any contract with, or work done for, the Company.
- (f) If he cease to ordinarily reside in Ceylon or be absent from Ceylon for a period of six consecutive months.

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

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

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

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

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire all those two estates, plantations, and premises called and known as Pareekanni (500 acres more or less) and Kodikara (400 acres more or less), situate in the State of Travancore, South India.

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

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

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

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

111. *To sell and dispose of Company's Property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, lands, and effects of the Company or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or estates, land or lands or the 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, 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 article in these presents on the Directors shall not be taken to be limited by any Article 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 Article, 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 or 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 or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

COMPANY'S SEAL.

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

ACCOUNTS.

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

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

127. *Statement of Accounts and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account for the preceding financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up as at the end of the same period.

128. *Report to accompany Statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the statement, report, and balance sheet shall be signed by the directors.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

130. Where any asset is brought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company.

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

(b) 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.

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

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

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

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

156. *Directors may refer Disputes to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Civil Procedure Code, 1889, and "The Arbitration Ordinance, 1866" or any then subsisting statutory modification thereof.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

160. *Payment in Specie, and vesting in Trustees, Right of Contributory to dissent, &c.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Shareholders of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing Company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all 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 section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in sub-section (6) of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Civil Procedure Code, 1889, shall apply in place of the English and Scottish 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 expected, shall be deemed to be part and parcel of these present Articles.

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

R. WHITTOW.

A. J. C. LINTOTT.

JOHN A. LORAM.

W. E. KEELL.

W. R. MAGUIRE.

D. NORRIE.

F. A. WALDOCK.

Witness to the above signatures :

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

MEMORANDUM OF ASSOCIATION OF THE ARAWAKUMBURA RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE ARAWAKUMBURA 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 or otherwise acquire the El Dorada estate, situate in the Badulla District of the Island of Ceylon, as on and from the 1st day of January, 1926.
 - (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 licences in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, or products, and generally to carry on the business of mining in all its branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug-owners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's 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 establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employees or ex-employees of the Company, or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object, and to make gifts and bonuses to persons in the employment of the Company.
 - (15) 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.

- (16) 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, reissue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote, or assist in the formation, constitution, or promotion of 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 and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (17) 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.
- (18) 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.
- (19) 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.
- (20) 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.
- (21) 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 reborrow the moneys secured thereby or any part or parts thereof.
- (22) 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.
- (23) 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.
- (24) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) 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.
- (29) To accept as consideration for the sale or disposal of any lands, and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any company or person, or partly one and partly any other.
- (30) 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.
- (31) 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, and in case of doubt as to what shall be so necessary, incidental, conducive, or convenient as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

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 word "company," except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and that the "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph, or the name of the Company.

4. The liability of the shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 50,000 shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges, or subject to any special terms and conditions, and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

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.
T. L. VILLIERS, by his attorney D. FINCH-NOYES, Colombo	One
J. J. PARK, by his attorney D. FINCH-NOYES, Colombo	One
D. C. WILSON, Colombo	One
D. FINCH-NOYES, Colombo	One
F. FOWLER, Lunugala	One
A. HOLLINGWORTH, Colombo	One
G. P. MADDEN, Colombo	One
Total ..	Seven

Witness to the above signatures, at Colombo, this Twentieth day of January, 1926 :

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

ARTICLES OF ASSOCIATION OF THE ARAWAKUMBURA RUBBER COMPANY, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

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

Company.—The word “Company” means “The Arawakumbura 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 1919,” 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.

In Writing and Written.—“In writing” and “written” include printing, lithography, and other modes of representing or reproducing words in a visible form.

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. (a) *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.

(b) *Acquisition of El Dorado Estate.*—The basis on which this Company is established is that the Company shall purchase or otherwise acquire all that estate called and known as El Dorado, situate in the District of Badulla, in the Island of Ceylon, as on and from the 1st day of January, 1926, and accordingly no objection shall be made by this Company or by any Shareholder, creditor, or liquidator thereof to the said purchase or acquisition upon the ground that the vendors, promoters, or other persons interested or any of them stand in a fiduciary position towards this Company, or that there is in the circumstances no independent Board of this Company, and any Director of this Company who is interested therein shall be entitled to retain and dispose of for his own use all benefits (if any) accruing to him directly or indirectly under or by virtue of the said purchase or acquisition, and the said purchase or acquisition shall not be liable to be set aside on any such grounds as aforesaid or upon any ground in anywise connected therewith, and every Shareholder of the Company, present and future, shall be deemed to join the Company on the basis aforesaid.

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

CAPITAL.

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

SHARES.

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

(b) *Commission for placing Shares.*—The Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company.

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

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

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

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

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

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

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

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

17. *Trusts or any interest in Share other than that of Registered Holder or of any Person under Article 39 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 39 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

26. *Certificate to be delivered to the first named of Joint-Holders not a Firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

TRANSFER OF SHARES.

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

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

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

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

31. *Instrument of Transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. *Board may decline to Register Transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company has a lien or otherwise; or to any person not approved by them.

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

34. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as the Company think sufficient be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 39, shall not, from any cause whatever, within 12 calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if, in the case of the death of any Shareholder, no person shall, within 12 calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell the same either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

(d) *Shareholders 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, reallocated, or otherwise disposed of upon such terms and in such manner as the Board shall think fit.

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

51. *Preference and Deferred Shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued other than shares issued

with a preference or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may, from time to time, by special resolution, determine.

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

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

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

53. *Meeting affecting a Particular Class of Shares.*—Any meeting for the purpose of the last preceding Article 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 Article.

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

BORROWING POWERS.

57. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time, at their discretion, to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred thousand Rupees (Rs. 100,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future); including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures, or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting, whether ordinary or extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. 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. (a) *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.

(b) Any General Meeting (whether Ordinary or Extraordinary) convened by the Directors, unless the time thereof shall have been fixed by the Company in General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is in Article 61 (a) hereof mentioned may be postponed by the Directors by notice in writing, and the meeting shall subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

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

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

64. *Seven Days' Notice of Meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette* or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting ; provided however that holders of preference shares or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference shares or shares of such particular class they shall not be entitled to attend or vote.

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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. (a) *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 or adjourned meeting at which the person named in such instrument proposes to vote.

(b) *When Power of Attorney to be deposited.*—The power of attorney under which a proxy has been signed or under which a person proposes to vote shall be deposited at the registered office of the Company for registration in the books of the Company at least twenty-four hours before the time appointed for holding the meeting or adjourned meeting, at which the person named in such power of attorney or in the proxy, as the case may be, proposes to vote.

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

The Arawakumbura 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 nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but in the event of a quorum of Shareholders not attending such meeting, the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act except for the purpose of appointing another, and if necessary enabling him to be placed on the Register of Shareholders.

88. (a) *Their Qualification.*—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 Five hundred Rupees (Rs. 500), 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. A Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment or election.

(b) As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding One thousand Five hundred Rupees (Rs. 1,500) 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 Thomas Guthrie Sim of Kehelwatta estate, Badulla, and the Hon. Mr. Thomas Lister Villiers of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second 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.

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

- (a) If he accept or hold any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he become bankrupt or insolvent or suspend payment or file a petition for the liquidation of his affairs, or compound with his creditors.
- (c) If by reason of mental or bodily infirmity he become incapable of acting.
- (d) If he cease to hold the required number of shares to qualify him for the office, or do not acquire the same within two months of his appointment or election.
- (e) If he be concerned or participate in the profits of any contract with, or work done for, the Company.
- (f) If he cease to ordinarily reside in Ceylon or be absent from Ceylon for a period of six consecutive months.

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

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

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

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

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said El Dorado estate situated in the Badulla District as on and from the 1st day of January 1926.

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

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

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

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

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

112. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, 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 article in these presents on the Directors shall not be taken to be limited by any Article 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 Article, 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 or 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 or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

COMPANY'S SEAL.

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

ACCOUNTS.

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

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

127. *Statement of Accounts and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account for the preceding financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up as at the end of the same period.

128. *Report to accompany Statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the statement, report, and balance sheet shall be signed by the Directors.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

130. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

150. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or other persons appointed by the Board to do so.

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

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

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

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

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

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

ARBITRATION.

156. *Directors may refer Disputes to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Civil Procedure Code, 1889, and "The Arbitration Ordinance, 1866," or any then subsisting statutory modification thereof.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

160. *Payment in Specie, and vesting in Trustees, Right of Contributory to Dissent, &c.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Shareholders of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing Company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all 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 section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in sub-section (6) of the said section provided the provisions of "The Ceylon Arbitration Ordinance, 1866," and of "The Civil Procedure Code, 1889," shall apply in place of the English and Scottish Acts referred to in the said sub-section (6) of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

T. L. VILLIERS, by his attorney D. FINCH-NOYES.

J. J. PARK, by his attorney D. FINCH-NOYES.

D. C. WILSON.

D. FINCH-NOYES.

F. FOWLER.

A. HOLLINGWORTH.

G. P. MADDEN.

Witness to the above signatures :

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

MEMORANDUM OF ASSOCIATION OF THE DICKAPITIYA TEA AND RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE DICKAPITIYA 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 or otherwise acquire as on and from the 1st day of January, 1926, Dickapitiya estate (in the Haputale planting district) and Adawatte estate (in the Lunugala planting district), both situated in the Badulla District of the Island of Ceylon.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere all or any of the following businesses, that is to say: planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, concessions, and the like, conferring an exclusive or non-exclusive or limited right to use; or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, or products, and generally to carry on the business of mining in all its branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug-owners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's 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 establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful object and to make gifts and bonuses to persons in the employment of the Company.
 - (15) 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.

36
 180
 36
 540
 180
 180
 270
 170

- (16) 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 or assist in the formation, constitution, or promotion of 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 and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (17) 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.
- (18) To lend money on any terms and 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.
- (19) 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.
- (20) 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.
- (21) 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.
- (22) 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.
- (23) 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.
- (24) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) 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.
- (29) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any company or person, or partly one and partly any other.
- (30) 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.
- (31) 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, and in case of doubt as to what shall be so necessary, incidental, conducive, or convenient as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

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 word "company," except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and that the "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph, or the name of the Company.

4. The liability of the shareholders is limited.

5. (a) The nominal capital of the Company is One million Five hundred thousand Rupees (Rs. 1,500,000), divided into 100,000 Ordinary Shares of Ten Rupees (Rs. 10) each and 50,000 Seven per cent. Cumulative Preference Shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions, and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

(b) There shall be attached to the said 50,000 Cumulative Preference Shares the following rights, privileges, and conditions :—

- (i.) Such Cumulative Preference Shares shall be numbered 1 to 50,000 (inclusive) and shall entitle the holders thereof to receive a cumulative preferential dividend at the rate of seven per centum per annum but to no further right to participate in the profits of the Company.
- (ii.) Such Cumulative Preference Shares shall entitle the holders thereof to receive in a winding up the capital paid up thereon and also any arrears of preferential dividend down to the commencement of the winding up (whether or not the same shall have been declared or whether or not there shall have been profits available for the payment thereof) before any repayment of capital is made to the holders of shares of any other class in the capital of the Company whether existing or future but to no further right to participate in the assets of the Company.
- (iii.) Such Cumulative Preference Shares shall not be entitled to participate in any issue of Ordinary Shares of the Company which may be made from time to time.
- (iv.) Such Cumulative Preference Shares shall have such other rights and privileges and be subject to such other conditions as are specified in the regulations of the Company.

(c) Provided however that the rights for the time being attached to the said 50,000 Cumulative Preference Shares in the capital may be altered or dealt with in accordance with articles 52 and 53 of the accompanying Articles of Association, but not otherwise, and that the said Articles 52 and 53 and also Articles 159 and 160 of the said Articles of Association to the extent that they relate to or affect the said 50,000 Cumulative Preference Shares, shall be deemed to be incorporated herein and have effect accordingly.

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

Names and Addresses of Subscribers.	Number of Ordinary Shares taken by each Subscriber
D. C. WILSON, Colombo	One
G. P. MADDEN, Colombo	One
D. FINCH-NOYES, Colombo	One
HARVEY CL. FOWELL, Colombo	One
W. H. MILES, Colombo	One
J. M. GLASSE, Colombo	One
REGINALD E. MARTIN, Colombo	One
Total ..	Seven

Witness to the above signatures, at Colombo, this Nineteenth day of January, 1926 :

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

ARTICLES OF ASSOCIATION OF THE DICKAPITIYA TEA AND RUBBER COMPANY, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

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

Company.—The word “ Company ” means “ The Dickapitiya 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 1919,” 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.

In Writing and Written.—"In writing" and "written" include printing, lithography, and other modes of representing or reproducing words in a visible form.

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. (a) *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.

(b) *Acquisition of Adawatte Estate.*—The basis on which this Company is established is that the Company shall purchase or otherwise acquire (*inter alia*) all that estate called and known as Adawatte (in the Lunugala planting district), situate in the District of Badulla in the Island of Ceylon, as on and from the 1st day of January, 1926, and accordingly no objection shall be made by this Company or by any Shareholder, creditor, or liquidator thereof to the said purchase or acquisition upon the ground that the vendor, promoters, or other persons interested or any of them stand in a fiduciary position towards this Company or that there is in the circumstances no independent Board of this Company, and any Director of this Company who is interested therein shall be entitled to retain and dispose of for his own use all benefits (if any) accruing to him directly or indirectly under or by virtue of the said purchase or acquisition, and the said purchase or acquisition shall not be liable to be set aside on any such grounds as aforesaid or upon any ground in anywise connected therewith and every Shareholder of the Company, present and future, shall be deemed to join the Company on the basis aforesaid.

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

CAPITAL.

7. *Nominal Capital.*—(a) The nominal capital of the Company is One million Five hundred thousand Rupees (Rs. 1,500,000), divided into 100,000 Ordinary Shares of Ten Rupees (Rs. 10) each and 50,000 Seven per cent. Cumulative Preference Shares of Ten Rupees (Rs. 10) each.

(b) (i.) Such Cumulative Preference Shares shall be numbered 1 to 50,000 (inclusive) and shall entitle the holders thereof to receive a cumulative preferential dividend at the rate of seven per centum per annum but to no further right to participate in the profits of the Company.

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

(iii.) Such Cumulative Preference Shares shall not be entitled to participate in any issue of Ordinary Shares of the Company which may be made from time to time.

SHARES.

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

8 (b). *Commissions for placing Shares.*—The Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company.

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

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

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

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

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

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

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

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

17. *Trusts or any interest in Share other than that of Registered Holder or of any Person under Article 39 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 39 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

26. *Certificate to be delivered to the first named of Joint Holders not a Firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

TRANSFER OF SHARES.

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

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

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

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

31. *Instrument of Transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. *Board may decline to register Transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company has a lien or otherwise ; or to any person not approved by them.

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

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

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

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

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

TRANSMISSION OF SHARES.

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

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as the Company think sufficient be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such Shares on payment of a fee of Rs. 2·50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 39, shall not, from any cause whatever, within 12 calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if, in the case of the death of any Shareholder, no person shall, within 12 calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell the same either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

42. (a) *If Call or Instalment not paid, Notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators or heirs, or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest they 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) *Shareholders still liable to pay Money owing at time of Forfeiture.*—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

51. *Preference and Deferred Shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than the 50,000 Seven per cent. Cumulative preference shares referred to in Article 7 hereof, and any other shares issued with a preference) or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may, from time to time, by special resolution, determine.

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

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

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

53. *Meeting affecting a Particular Class of Shares.*—Any meeting for the purpose of the last preceding Article 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 of 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 Article.

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

BORROWING POWERS.

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

sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the re-payment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures, or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. And provided further that before the creation and issue under this Article of any mortgages, debentures, 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, it shall be necessary for the Directors to obtain the sanction thereto of a meeting of the holders of the said 50,000 preference shares referred to in Article 7 hereof. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

59. *Subsequent General Meetings.*—Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is prescribed, at such time and place as may be determined by the Directors.

60. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

61. (a) *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.

(b) Any General Meeting (whether Ordinary or Extraordinary) convened by the Directors, unless the time thereof shall have been fixed by the Company in General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is in Article 61 (a) hereof mentioned may be postponed by the Directors by notice in writing, and the meeting shall subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

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

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

64. *Seven Days' Notice of Meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary, or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette* or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting; provided however that holders of preference shares or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference shares or shares of such particular class they shall not be entitled to attend or vote.

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

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

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

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

69. *Chairman of Directors or a Director to be Chairman of General Meeting; in Case of their Absence or Refusal, a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within

15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the chair, then the Shareholders present shall choose one of their number to be Chairman.

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

78. *Number of Votes to which Shareholder entitled.*—The said 50,000 preference shares referred to in Article 7 hereof shall only confer on the holders the right to vote at any Annual General Meeting of the Company in respect of any business which under the provisions of Article 65 hereof may be transacted without special notice thereof having been given and at any General Meeting upon some or one of the questions following (that is to say) as to reduction of capital, as to winding up of the Company, as to sanctioning a sale of the Company's estates or any part thereof, or as to altering the regulations of the Company so as to effect directly the rights of the preference Shareholders, but subject as aforesaid the following provisions shall have effect (that is to say):—

- (a) On a show of hands every holder of ordinary shares present in person or by attorney duly authorized shall have one vote only.
- (b) In case of a poll every holder of ordinary shares present in person or by proxy or attorney shall have one vote for every ten ordinary shares held by him up to one hundred ordinary shares; he shall have an additional vote for every one hundred ordinary shares held by him beyond the first one hundred ordinary shares up to one thousand ordinary shares; and an additional vote for every two hundred and fifty ordinary shares beyond the first one thousand ordinary shares.
- (c) On a show of hands as regards any question on which the above-mentioned preference Shareholders are entitled to vote every holder of the said 50,000 preference shares present in person or by attorney duly authorized shall have one vote only.
- (d) In case of a poll as regards any question on which the preference Shareholders are entitled to vote, every holder of the said 50,000 preference shares present in person or by proxy or attorney shall have five votes for every five hundred rupees (Rs. 500) of nominal value of preference shares held by him up to a nominal value of one thousand rupees (Rs. 1,000); he shall have an additional vote for every one thousand rupees (Rs. 1,000) of nominal value of preference shares held by him beyond the first one thousand rupees up to ten thousand rupees (Rs. 10,000); and an additional vote for every five thousand rupees (Rs. 5,000) of nominal value of preference shares beyond the first ten thousand rupees (Rs. 10,000).

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

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

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

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. (a) *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 or adjourned meeting at which the person named in such instrument proposes to vote.

83. (b) *When Power of Attorney to be deposited.*—The power of attorney under which a proxy has been signed or under which a person proposes to vote shall be deposited at the registered office of the Company for registration in the books of the Company at least twenty-four hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such power of attorney or in the proxy, as the case may be, proposes to vote.

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

The Dickapitiya Tea & 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 nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be conveyed 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. (a) *Their Qualification.*—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. A Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment or election.

88. (b) As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees (Rs. 2,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be Ronald Clifton Vernon of Rookatenne estate, Badulla, and the Hon. Mr. Thomas Lister Villiers and George Percival Madden of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second and Third 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 on office.

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

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

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

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

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

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

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

- (a) If he accept or hold any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he become bankrupt or insolvent or suspend payment or file a petition for the liquidation of his affairs, or compound with his creditors.
- (c) If by reason of mental or bodily infirmity he become incapable of acting.
- (d) If he cease to hold the required number of shares to qualify him for the office, or do not acquire the same within two months of his appointment or election.
- (e) If he be concerned or participate in the profits of any contract with, or work done for, the Company.
- (f) If he cease to ordinarily reside in Ceylon or be absent from Ceylon for a period of six consecutive months.

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

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

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

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

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire as on and from the 1st day of January 1926. Dickapitiya estate (in the Haputale planting district) and Adawatte estate (in the Lunugalla planting district) both situated in the Badulla District of the Island of Ceylon.

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

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

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

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

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

112. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by the Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by the Ordinance or by these presents required to be exercised or done by the Company in General Meeting subject, nevertheless, to the provisions of the Ordinance and of these presents and to such regulations and provisions (if any) as may, from time to time, be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any article in these presents on the Directors shall not be taken to be limited by any Article 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 Article, and of the 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 or 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 or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

COMPANY'S SEAL.

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

ACCOUNTS.

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

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

127. *Statement of Accounts and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account for the preceding financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up as at the end of the same period.

128. *Report to accompany Statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the statement, report, and balance sheet shall be signed by the Directors.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

130. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

150. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or other persons appointed by the Board to do so.

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

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

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

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

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

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

ARBITRATION.

156. *Directors may refer Disputes to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration pursuant to and so as with regard to the mode and consequence of the reference, and in all other respects to conform to the provisions in that behalf contained in "The Civil Procedure Code, 1889," and "The Arbitration Ordinance, 1866," or any then subsisting statutory modification thereof.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

160. *Payment in Specie, and vesting in Trustees, Right of Contributory to Dissent, &c.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Shareholders of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing Company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all 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 section 192 of the Companies (Consolidation) Act of 1908, in England, but for the purposes of an arbitrator as in sub-section (6) of the said section provided the provisions of "The Ceylon Arbitration Ordinance, 1866," and of "The Civil Procedure Code, 1889," shall apply in place of the English and Scottish Acts referred to in the said sub-section (6) of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

D. C. WILSON.

G. P. MADDEN.

D. FINCH-NOYES.

HARVEY CL. FOWELL.

W. H. MILES.

J. M. GLASSE.

REGINALD E. MARTIN.

Witness to the above signatures:

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

MEMORANDUM OF ASSOCIATION OF MIDFORD (CEYLON) TEA ESTATES, LIMITED.

- 1st Particular*
1. THE name of the Company is "MIDFORD (CEYLON) TEA ESTATES, 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 Norton and Donnybrook Estates, situate in the Maskeliya 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, 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, 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, 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 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 re-borrow the moneys secured thereby or any part or parts thereof.

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- (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 the same 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 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 million Rupees (Rs. 1,000,000), divided into One hundred thousand (100,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. F. ROE, Colombo	One
R. J. HARTLEY, Colombo	One
F. H. LAYARD, Colombo	One
J. G. MOORE, Colombo	One
A. W. HARRISON, Colombo	One
W. K. S. HUGHES, Colombo	One
E. C. FORD, Colombo	One
Total Shares taken	Seven

Witness to all the above signatures, this Eighteenth day of January, 1926 :

O. P. MOUNT,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF MIDFORD (CEYLON) TEA ESTATES, 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 "Midford (Ceylon) Tea Estates, 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.

CAPITAL.

4. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 100,000 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 the latter 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 to any person not approved of by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

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

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

32. In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, 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 sold Shareholder not being one of several joint-holders 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 whereof 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 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 members personally present and entitled to vote at the meeting.

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Two hundred and fifty thousand (Rs. 250,000).

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 by registered post 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 five 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 *Government Gazette* or notice sent by post 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.

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

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

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

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

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

Midford (Ceylon) Tea Estates, 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.

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 Four 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 F. H. Layard of Colombo, E. W. Keith of Kandy, and S. B. Smith of Haputale. 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 the Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent Ordinary General Meeting.

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

96. A General Meeting may from time to time 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 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 tortuous 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, or solicitor, or broker, or being a member of a firm who are agents, or secretaries, or 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 Norton and Dennybrook estates, 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, shares or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

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

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

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

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

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

- (1) Of all appointments (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 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 & Company, Limited, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

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

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

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

126. The statement so made shall show, arranged under the most convenient heads, the amount of gross income distinguishing the several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting.

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.

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 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 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 interests 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. Any dividend or bonus unclaimed by any Shareholder for three years after having been declared 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*.

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 :—

F. F. ROE, Colombo.

R. J. HARTLEY, Colombo.

F. H. LAYARD, Colombo.

J. G. MOORE, Colombo.

A. W. HARRISON, Colombo.

W. K. S. HUGHES, Colombo.

E. C. FORD, Colombo.

Witness to all the above signatures, this Eighteenth day of January, 1926 :

[First Publication.]

O. P. MOUNT,
Proctor, Supreme Court, Colombo.

Picoleum, Limited.

(In Liquidation.)

NOTICE is hereby given that the Final General Meeting of Shareholders of the above-mentioned Company will be held at the office of the Liquidator, Messrs. Boustead Bros., Pettah, Colombo, on Friday, March 5, 1926, at 11 A.M., for the following purposes:—

1. To consider the Liquidator's account.
2. To pass a resolution that the affairs of the Company are fairly wound up.

Colombo, January 25, 1926.

J. A. TORRANCE,
Liquidator.

Lapan Utan Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Company will be held at the registered office of the Company, Gasworks street, Colombo, on Monday, February 8, 1926, at 11.30 A.M., for the purpose of considering and, if thought fit, passing as a special resolution the following resolution:—

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

(a) The following Article shall be substituted for Article 7, namely: "The Directors may with the sanction of a special resolution of the Company reduce the capital or subdivide or consolidate the shares of the Company."

(b) The following clause shall be added at the end of Article 60, namely: "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."

By order of the Board,

BOUSTEAD BROS.,
Colombo, January 22, 1926. Agents and Secretaries.

The Lyegrove Rubber Company, Limited.

NOTICE is hereby given that the Tenth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, No. 96, Union place, Colombo, on Wednesday, February 10, 1926, at noon.

Business.

1. To receive the report by the Directors and the accounts for the year to December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business that may be brought before the Meeting.

(The Share Transfer Books of the Company will be closed from February 3 to 10, inclusive.)

By order of the Directors,

THE GAMBHA CEYLON TEA ESTATES AND AGENCY, CO., LTD.,
Agents and Secretaries.

Colombo, January 29, 1926.

The Ruanwella Tea Company, Limited.

NOTICE is hereby given that the Thirty-first Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 14, Queen street, Fort, Colombo, on Saturday, February 6, 1926, at 11.15 A.M.

Business.

1. To receive the report of the Directors and the account for the twelve months ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.

5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from January 30 to February 6, 1926, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Colombo, January 29, 1926. Agents and Secretaries.

Kanana Rubber Estate Company, Limited.

NOTICE is hereby given that the Sixteenth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 14, Queen street, Fort, Colombo, on Saturday, February 6, 1926, at 11.30 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from January 30 to February 6, 1926, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Colombo, January 29, 1926. Agents and Secretaries.

Pimbura Rubber Company, Limited.

NOTICE is hereby given that the Seventeenth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 14, Queen street, Fort, Colombo, on Saturday, February 6, 1926, at 11.45 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from January 30 to February 6, 1926, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Colombo, January 29, 1926. Agents and Secretaries.

The Sunderland (Ceylon) Rubber Company, Limited.

NOTICE is hereby given that the Nineteenth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 14, Queen street, Fort, Colombo, on Saturday, February 6, 1926, at 12 noon.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from January 30 to February 6, 1926, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Colombo, January 29, 1926. Agents and Secretaries.

The Giragoda Rubber Company, Limited.

NOTICE is hereby given that the Fifteenth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 6, Prince street, Fort, Colombo, on Saturday, February 6, 1926, at noon.

Business.

1. To receive the report of the Directors and statement of accounts to December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current year and transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from the 29th instant to February 9, 1926, both days inclusive.

By order of the Board of Directors,

J. M. ROBERTSON & Co.,
Agents and Secretaries.
Colombo, January 27, 1926.

The Allagalla Tea and Rubber Company, Limited.

NOTICE is hereby given that the First Ordinary General Meeting of the Shareholders of this Company will be held at the registered office, Ambewatte House, Slave Island, Colombo, on Saturday, February 6, 1926, at 12 noon.

Business.

- To receive the report of the Directors and the accounts for the year ended December 31, 1925.
To declare a dividend.
To elect Directors.
To appoint Auditors for the current year.
To transact any other business that may be properly brought forward before the Meeting.

(The Transfer Books of the Company will be closed from January 29 to February 10, 1926, both days inclusive.)

By order of the Directors,

CUMBERBATCH & Co.,
Agents and Secretaries.
Colombo, January 27, 1926.

Auction Sale.

In the District Court of Colombo.

Mackwoods, Ltd., Gaffoor buildings, Fort,
Colombo Plaintiffs.

No. 16,560. Vs.

Vidanelage Edmund de Mel of Melfort,
Moratuwa Defendant.

UNDER and by virtue of the commission issued to me in this case, I shall sell by public auction on Tuesday, March 2, 1926, at 5 P.M., at the spot:—

All that and those the said land, buildings, and premises called and known as Margaret Mills, bearing assessment Nos. 81, 82, 90, and 92, situate at Korawella, Moratuwa in Palle pattu of the Salpiti korale in the District of Colombo, Western Province; bounded on the north by the properties of A. R. Fernando, P. W. J. Fernando, M. R. Fernando, and Vidanelage Cornelis Francis de Mel; on the east by Panadure river, on the south by the properties of Francisco Hettige Marthelis Silva, Wannakuwattewaduge Bastian Fernando, Sellapperumage Allis Fernando, and Thelge John Pieris, and on the west by the road leading from Panadure to Moratuwa; containing in extent 3 acres 3 roods and 31 perches according to the figure of survey or plan thereof No. 371 dated August 27, 1923, made by A. W. Fernando, Licensed Surveyor, which said premises comprise the following allotments of land, viz.:—

1. All those several contiguous allotments of land called Madangahawatta and Kaluhabaralagahawatta, now forming one property, situate at Korawella in Moratuwa in Palle pattu of the Salpiti korale aforesaid; bounded on the

north by the properties of A. R. Fernando and others, M. R. Fernando, and Gabriel Pieris, on the east by the properties of N. S. Fernando, Bastian Pieris, and Mathes Silva, on the south by the properties of Maria Nona and John Pieris; and on the west by the road from Moratuwa to Panadure and the property of A. S. Fernando; containing in extent 1 acre 1 rood and 27 perches according to the figure of survey or plan thereof No. 311 dated June 1, 1922, made by A. H. Fernando, Licensed Surveyor, registered under title M 230/28.

2. All that allotment of land called Madangahawatta, situate at Korawella aforesaid; bounded on the north and east by the land of Mahamarakkalage John Perera, on the south by the property of Telge John Pieris and land belonging to the church, and on the west by the property of Telge Gabriel Pieris and church premises; containing in extent 36 68/100 perches according to the plan thereof No. 4,024, made by J. Mendis, Surveyor, registered under title M 151/202.

3. All that portion of land called Madangahawatta, situate at Korawella aforesaid; bounded on the north and west by land belonging to Mahamendige Joseph Mendis, on the east by the land of Kumaragewatte Anthony Fernando, and on the south by the land of Lindamullege Gabriel Silva; containing in extent 1 rood 3 29/100 perches, registered under title M 88/285.

4. All that portion of the land called Dangahawatta, situate at Korawella aforesaid; bounded on the north by the land which originally belonged to Wannakuwattewaduge Joronis Fernando, and now belonging to Joseph Mendis, on the east by the river, on the south by the land belonging to Kumaragewatte Anthony Fernando, and on the west by the land belonging to Joseph Mendis and others; containing in extent 3 roods 17 76/100 perches, registered under title M 110/225.

5. All that portion of land called Dangahawatta alias Madangahawatta, situate at Korawella aforesaid; bounded on the north by the garden of Balapuwaduge Francisco Mendis, on the east by the river, on the south by the garden belonging to Lindamullage people, and on the west by the land of Wannakewattewaduge Anthony Fernando; containing in extent land sufficient to plant about 150 coconut plants; registered under title M 225/209, together with all and singular the rights, liberties, privileges, easements, servitude, and appurtenances whatsoever to the said premises belonging or appertaining or hold or enjoyed therewith or reputed or known as part and parcel thereof and the whole of the stock-in-trade plant, machinery, engines, boilers, drums, sifters, crushers, steam pumps, saws, beltings, shaftings, pulleys, plummers, desiccators, cylinders, cutters, couplings, paddy boats, carts, and all other gearing, concrete tanks, balloting presses, weighing machines, anvils, bellows, sledge hammers, and all other fixtures and fittings, accessories and apparatus, tools and implements, in and upon or attached or belonging to the said mills, factory, buildings, and premises and worked therewith nothing excepted, also all the office and bungalow furniture and all and singular the live and dead stock in and upon the said premises or used and enjoyed in connection with the said premises and business of fibre and desiccating including all husks and coconuts now in the said mills and premises, and which shall or may from time to time be purchased by the defendant and belonging to and form part of the said stock in trade, mills, factory, and premises whether in lieu of or in addition to or renewals thereof including all fibre and desiccated coconuts at all times manufactured or in process of manufacture at the said mills and lying therein, and all the estate, right, title, interest, property, claim, and demand, whatsoever or howsoever of the defendant in, to, out, of, or upon the said land and premises and stock in trade, plant, machinery, goods, effects, and things.

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

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

63 *Rw/14/*
Auction Sale under Mortgage Decree.

In the District Court of Colombo.

Adolphus William Andrew of Bambalapitiya... Plaintiff.

No. 11,221. Vs.

The Rev. Don William Jacob Wijesinghe of Kurunegala... Defendant.
 William Percy Wijesinghe of Moratuwa... Substituted defendant.

UNDER and by virtue of the commission issued to me in the above case, I shall offer for sale by public auction on Tuesday, February 23, 1926, at their respective spots, the following properties, to wit:—

3 P.M. at the spot.

1. All that portion of land called Hedawakagahakurunduwatta with the buildings standing thereon, situated at Pagoda in Nuggeoda, Western Province; bounded on the north by the land of A. Punchi Singho, on the east by the lands of Prolis Wijesinghe and W. Arnolis Appu, on the south by a road 3ft. wide, and the west by lot marked C of the same land as by the plan of Lawrence de Silva, the Licensed Surveyor, dated September 30, 1905; containing in extent 33 60/100 perches.

3.15 P.M. at the spot.

2. All that land called Kahatagahawatta at Pagoda aforesaid; bounded on the north by a part of this land, on the east and south by the part of the same land, and on the west by Mallwattagewatta (excluding therefrom ½ acre); in extent sufficient to plant one hundred cocoanut plants.

3.30 P.M. at the spot.

3. All that defined portion of land with the houses thereon called Moragahawatta and Kahatagahawatta at Pagoda aforesaid; bounded on the north by lot marked 1 of the same land, on the east by the properties of Bastian Perera marked lot L, on the south by the property of Prolis Wijesinghe and others, on the west by a road about 15 links wide as by plan dated September 13, 1905, made by Lawrence de Silva; in extent about 2 roods and 6 65/100 perches.

3.45 P.M. at the spot.

4. All that defined portion of land called Hedawakagahakurunduwatta, situated at Pagoda aforesaid; bounded on the north by land of A. Punchi Singho, on the east by land of the Rev. Don W. J. Wijesinghe, on the south by a road 3 ft. wide, and on the west by a portion of this land belonging to the said Rev. Don W. J. Wijesinghe; in extent 33 perches.

4 P.M. at the spot.

5. All that portion of land called Kahatagahawatta situated at Pagoda aforesaid marked lot B according to the plan dated September 17 and 18, 1911, made by D. J. W. Edirisinghe, Licensed Surveyor; bounded on the north by the land of W. A. Minehamy lot A the part of the same land and land of D. J. Wijesinghe, Catechist, on the east by the land of D. John Wijesinghe and lot C one half part of the same land, on the south by the land of Kuruppuge Hendrick Appuhamy, and on the west by the land of Mr. W. Peiris; containing in extent 1 acre and 10 perches.

For deeds, &c., apply to P. Cassius Jansz, Esq., the Courts, Colombo.

R. G. KOELMAN,
 of JENSON & Co.,
 Commissioner.

Phone: 733.

Auction Sale.

I SHALL sell by public auction on Monday, February 1, 1926, at 5 P.M., at No. 11, Hulftsdorp street, Colombo, the property of the insolvent in case No. 3,476, D. C., Colombo:—5 old camp cots, 2 enamel spittoons, 2 pots, 3 chatties, 1 powder, 1 coconut scraper, 5 forks, 26 spoons some damaged, 1 old enamel basin, 2 dishes, 1 tin tray, 3 enamel plates, 32 assorted plates some damaged, 100 saucers, 4 kitchen knives, dealwood boxes, signboards, &c.,

also at premises No. 70, Korteboam street on same day at 10 A.M.:—1 dealwood table, 2 paper roll stands, 2 jakwood armchairs, 1 jakwood signboard, and 1 lot brass fittings, property of insolvent in case No. 3,461, D. C., Colombo.

A. C. KOELMEYER,
 Auctioneer and Broker.

Auction Sale under Partition Ordinance.

Five Blocks of Land with Buildings on Pickering's Road, Kotahena. Most Suitable Sites for Stores or Residential Purposes.

BY virtue of the commission issued to me in case No. 11,563, D. C., Colombo, I shall sell by public auction on Friday, March 12, 1926, at the spot, commencing at 5 P.M., the following:—

(1) Lot marked A in plan No. 785 dated October 26, 1925, made by G. L. Schokman, Surveyor, with buildings thereon from and out of the premises bearing assessment Nos. 28¹ to 28¹²³, situated at Pickering's road, Kotahena, extent 1 rood and 2.05 perches.

(2) Lot marked B in the said plan, with buildings, extent 1 rood and 2.51 perches.

(3) Lot marked C in the said plan, with buildings, extent 1 rood and 5.77 perches.

(4) Lot marked D in the said plan, with buildings, extent 1 rood and 0.76 perch.

(5) Lot marked E in the said plan, with buildings, extent 1 rood and 11.16 perches.

These lots will be first put up for sale among the co-owners over the appraised value at which they are valued, if none of them becomes the purchaser or purchasers immediately thereafter, the same will be sold to the highest bidder among the public.

For further particulars, please apply to B. O. Pule-nayagam, Esq., Proctor and Notary, Colombo, or to me.—

H. J. F. RODRIGO,
 Commissioner, Auctioneer, and Broker.
 60, Belmont street,
 Colombo, January 25, 1926.

Auction Sale under Mortgage Decree.

Property at Madinnagoda, with Half Share of the Tiled House.

BY virtue of the commission issued to me in case No. 17,494, D. C., Colombo, for the recovery of the amount of the primary mortgage decree, I shall sell by public auction all that lot marked A in plan No. 444 dated September 20, 1913, made by M. G. de Silva, Licensed Surveyor, of the land called Kosgahawatta, situated at Madinnagoda in the Palle patti of Hewagam korale, together with the plantations and an undivided half share of the tiled house thereon; in extent 3 roods and 4 perches.

On Saturday, February 20, 1926, at 4 P.M. at the spot.

Further particulars from—

H. J. F. RODRIGO,
 Auctioneer and Broker.
 60, Belmont street,
 Colombo, January 29, 1926.

Auction Sale under Mortgage Decree.

Properties at Makola and Weboda in Siyane Korale.

UNDER and by virtue of the commission issued to me in action No. 17,632, D. C., Colombo, I shall offer for sale by public auction on Saturday, February 27, 1926, the respective spots, the following properties, to wit:—

At 3 P.M.

(1) An undivided ¾ share of Millagahawatta, together with the plantations and the thatched house standing thereon, situated at Makola aforesaid; containing in extent about 5 acres.

At 3.30 P.M.

(2) An undivided $\frac{1}{2}$ share of Millagahaowita, situated at Makola aforesaid; containing in extent about 4 bushels of paddy sowing.

At 4.15 P.M.

(3) An undivided $\frac{1}{2}$ share of the land called Delgahawatta, situated at Weboda aforesaid; containing in extent about 4 bushels of paddy sowing.

At 4.45 P.M.

(4) An undivided $\frac{1}{2}$ share of the northern part of Delgahawatta, situated at Weboda aforesaid; containing in extent about 4 beras of paddy sowing.

W. D. E. ABRAHAM,
Licensed Auctioneer.
1, Hulftsdorp street,
Colombo, January 28, 1926.

Auction Sale under Mortgage Decree.

Valuable Lands at Panadurebadda of Panadure Totamune in the District of Kalutara, Western Province; and Jungle Lands at the village called Pannila, in Pannil Pattu in Atakalan korale, in the District of Ratnapura, Province of Sabaragamuwa.

UNDER instructions issued to me by the District Court of Colombo, in case No. 13,674, against Muttutintiri Issac Cooray of Walana in Panadure, I shall put up for sale by public auction on Saturday, February 20, 1926, at the respective spots commencing from 3 P.M. :—

1. All the western portion of Dewatagahawatta *alias* Kahatagahawatta, exclusive of a strip of land in width four feet from the western boundary, to the east for a footpath at Gorakapola at Panadurebadda aforesaid; containing in extent 2 roods and 20 perches.

2. All those undivided 29/84 parts or shares of and in all the soil and of the trees (exclusive of the planter's one-third share of coconut tree of the first plantation) of all that portion to the east of the high road of all that land called Kahatagahaowita, situated at Gorakapola aforesaid; containing in extent 11 square perches.

3. All that southern portion of land called Kahatagahaowita, situate at Gorakapola aforesaid; containing in extent 5 square perches.

On Monday, February 22, 1926, commencing from 10 A.M. at the Madampe Resthouse, (Atakalanpanne).

4. An undivided $\frac{1}{2}$ part or share of the land called Pissawatta attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow three kurunies of kurakkan.

5. An undivided $\frac{1}{2}$ part or share of the field called Udawattedeniya Udahakella attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow seven kurunies of kurakkan sowing.

5. An undivided $\frac{1}{2}$ part or share of the land called Kalupolayahadeniya attached to Pulahingepanguwa, at the village Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

7. An undivided $\frac{1}{2}$ part or share of the land called Dunumadalawaguwahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

8. An undivided $\frac{1}{2}$ part or share of the land called Harkmaladeniyehena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

9. An undivided $\frac{1}{2}$ part or share of the land called Puwakgahawallehena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

10. An undivided $\frac{1}{2}$ part or share of the land called Kekunumalehena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

11. An undivided $\frac{1}{2}$ part or share of the land called Deniyagawahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

12. An undivided $\frac{1}{2}$ part or share of the land called Deniyagawahena, Darandatenna, Pitahena, Pitatenna attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

13. An undivided $\frac{1}{2}$ part or share of the land called Alutamunehena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

14. An undivided $\frac{1}{2}$ part or share of the land called Kotawalehena attached to Pulahingepanguwa, in the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

15. An undivided $\frac{1}{2}$ part or share of the land called Bathalawattahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow two pelas of paddy.

16. An undivided $\frac{1}{2}$ part or share of the two adjoining lands called Pandenihehena and Thippalehena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow two amunams of paddy.

17. An undivided $\frac{1}{2}$ part or share of the land called Ambagahahena, attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

18. An undivided $\frac{1}{2}$ part or share of the land called Horamulayagehenaudahakella attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

19. An undivided $\frac{1}{2}$ part or share of the land called Kotakanuwahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow two pelas of paddy.

20. An undivided $\frac{1}{2}$ part or share of the land called Pamberaellerukkepuhena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow two pelas of paddy.

21. An undivided $\frac{1}{2}$ part or share of the land called Baddegodaragawahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow two pelas of paddy.

22. An undivided $\frac{1}{2}$ part or share of the land called Unnakkadeniya Ilukmadittehena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

23. An undivided $\frac{1}{2}$ part or share of the land called Madolaturedarandahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow three pelas of paddy.

24. An undivided $\frac{1}{2}$ part or share of the land called Hunugaldolahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow two pelas of paddy.

25. An undivided $\frac{1}{2}$ part or share of the land called Nasohena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

26. An undivided $\frac{1}{2}$ part or share of the land called Ilukmadittebatahirahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

27. An undivided $\frac{1}{2}$ part or share of the land called Pusolikandematillangalahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

28. An undivided $\frac{1}{2}$ part or share of the land called Mulanhena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

29. An undivided $\frac{1}{2}$ part or share of the land called Heenadolahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow one amunam of paddy.

30. An undivided $\frac{1}{12}$ part or share of the land called Gurupolkadahenyaya, situated at the village called Pannila aforesaid; containing in extent about 12 acres.

31. An undivided 2/9 parts or shares of the adjoining two lands called Mellakola-athura and Amunewala-athura, at the village called Pannila aforesaid; containing in extent about 60 acres.

32. An undivided $\frac{6}{21}$ shares of the land called and known as Mellakolahenyaya, situated at Pannila aforesaid; containing in extent 30 acres.

33. The entire land called Mellakola-athurahena, situated at Pannila aforesaid; containing in extent sufficient to sow 3 pelas of paddy.

34. The entire land called Gonbaddeketuhena, situated at Pannila aforesaid; containing in extent sufficient to sow 6 pelas of paddy.

35. An undivided $\frac{1}{3}$ part or share of the land called Madolatura, situated at Pannila aforesaid; containing in extent sufficient to sow 6 amunams of paddy.

36. All those three entire adjoining lands called Kosgahahena, Nayawetichchahena, and Tholagahahena, situate at Pannila aforesaid; containing in extent sufficient to sow 4 amunams of paddy.

37. The entire land called Nedungahahena, situated at Pannila aforesaid; containing in extent sufficient to sow 2 amunams of paddy.

38. An undivided $\frac{1}{9}$ part or share of the land called Helandahenyaya, situated at Pannila aforesaid; containing in extent about 50 acres.

39. All these undivided $\frac{4}{9}$ parts or shares of and in all that land called Helandahenyaya appertaining to Mahawattapanguwa, situated at Pannila aforesaid; containing in extent sufficient to sow 12 bushels of kurakkan.

These are jungle lands suitable for rubber or tea plantations bordering the two estates called Madampe and Horamulla estates, 8 miles from Kahawatta Railway Station; car accessible up to 7 mile, 1 mile Gansabhawa road (footpath), from the tea factory belonging to the East India and Ceylon Tea Company, Ltd., Madampe.

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

119, Hulftsdorp street,
Colombo.

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

Auction Sale under Mortgage Decree.

*Valuable Upstairs Building in the Heart of Panadure
Town bordering the High Road.*

SPLENDID OPPORTUNITY FOR MERCHANTS.

UNDER and by virtue of the decree entered in case No. 443, D. C., Kalutara, and the order to sell issued to me, I shall put up for sale by public auction on Saturday, February 13, 1926, at 10 A.M. at the spot, viz.:

The soil together with the tiled boutique and other buildings and the plantations standing thereon of a portion of the land called Rukattanagahawatta, situated at Pattiya in Panadure in the Panadurebadda of the Panadure totamune, in the Kalutara District of the Western Province; and containing in extent 9 perches.

For further particulars, please apply to C. S. Perera, Esq., Proctor and Notary, Panadure, or to me—

Panadure, January 22, 1926.

H. THOMAS FERNANDO,
Auctioneer.

Auction Sale.

Valuable Property at Udubaddawa in the District of Kurunegala.

UNDER decree in case No. 386, D. C., Negombo, entered in favour of the plaintiff, A. R. A. Arumugam Chetty by his attorney, Muna Thangam Pulle of Negombo, against the defendant, Jayawardena-aratchige Pedro Mathes Appuhamy of Muruthena, presently of Udubaddawa, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 4,947.25, with interest on Rs. 3,850 at 18 per cent. per annum from July 8, 1925, to September 24, 1925, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned property mortgaged as primary mortgage by bond No. 1,704 dated July 5, 1922, and attested by S. K. Wijayarathnam, Notary, by public auction at the spot at 4 P.M. on Thursday, February 25, 1926, to wit:—

The undivided $\frac{2}{3}$ shares of all those contiguous allotment-lands called Madawalahena, Attikkagahamulahena, Innawatta, Madawalagodabima, Ambagahamulahena,

Ambagahamulawatta, Galbima, Bogahamulahenyaya, and Kongahahena, situate at Udubaddawa in Katugampola hatpattu of Katugampola korale, in the District of Kurunegala, North-Western Province; containing in extent 21 acres and 2 roods.

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

M. P. KURERA & Co.,
Negombo, January 26, 1926. Auctioneers.

Auction Sale.

*Valuable Properties at Haththiniya and Bogamuwa
in the District of Chilaw.*

UNDER decree in case No. 424, D. C., Negombo entered in favour of the plaintiff, Kuna Parakkara Runa Krishnan Chetty of Kochchikade against the defendant, Warnakula Weerasuriya John Fernando Appuhamy of Bolawatta, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 3,540, with interest on Rs. 3,000 at 18 per cent. per annum from July 29, 1925, till November 19, 1925, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 4,339 dated March 28, 1924, and attested by G. F. Dassanaikie, Notary, by public auction at the respective spots on Tuesday, February 23, 1926, to wit:—

At 2 P.M.

1. The divided portion of the land called Kahatagahawatta or Kajugahawatta, situate at Haththiniya in Yatikalan pattu of the Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent 1 acre 3 roods and 22 perches. This land and plantations and buildings and all other appurtenances thereof.

At 3.30 P.M.

2. An undivided $\frac{1}{2}$ share of lot B in extent 40 acres of the land called Bogamuwehena, situate at Bogamuwa in Anavulundan pattu of the Pitigal korale aforesaid; containing in extent 159 acres and 1 rood and of the plantations, buildings, and all other appurtenances thereof.

At 4 P.M.

3. The land called Adanduwa, situate at Bogamuwa aforesaid; containing in extent 10 acres and 16 perches, from and out of the undivided $\frac{1}{2}$ share of this land an undivided $\frac{1}{2}$ share of the undivided portion in extent 3 acres and 2 roods which adjoins the aforesaid 40 acres block.

Further particulars from L. C. E. Karunaratne, Esq., Proctor, Supreme Court, and Notary, Negombo.

M. P. KURERA & Co.,
Negombo, January 26, 1926. Auctioneers.

Auction Sale.

Property at Sandanangama in the District of Chilaw.

UNDER decree in case No. 175, D. C., Negombo, entered in favour of the plaintiff, P. R. S. P. K. N. Naryanan Chetty, by his attorney, Vena Suppiah Pulle of Negombo, against the defendants (1) Alahakonaratchige Podisinghe and (2) Ratnayakamudiyansele Kaluhamy, both of Sandanangama, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned property mortgaged as primary mortgage by bond No. 14,679 dated October 25, 1922, and attested by Peter W. Marasinghe, Notary, by public auction at the spot at 4 P.M. on Monday, February 22, 1926, to wit:—

The land called Kahatagahawatta of about 1 acre, situate at Sandanangama in Meda palata of Pitigal korale central, in the District of Chilaw, North-Western Province. The soil, plantations, buildings, and all appurtenances thereof.

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

M. P. KURERA & Co.,
Negombo, January 26, 1926. Auctioneers.

Auction Sale.

In instructions received from the administrator in C., Kurunegala, testamentary case No. 2,231 and with reference to the commission received by me in the said case, I shall sell by public auction the following lands on February 20, 1926, commencing at 2 P.M., on the second land herein below:—

1. Meelagahakumbura of about 10 kurunies.
2. Two-fifth shares of Meelagahawatta of about 3 acres, both situate at Hapugahagama in Dornagaha pattu of Alutkuru korale, in Negombo District.

Further particulars from me—

T. B. AMUNUGAMA,
Kurunegala, January 26, 1926. Licensed Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

Mrs. Daisy Enid Obeyasekera of Wehera Walauwa, Kurunegala Plaintiff.

No. 10,424. Vs.

Ratnayake Mudiyansele Kiri Banda of Watukane-gedara Defendant.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree:—

On Tuesday, February 23, 1926, commencing at 4 P.M., at Wadakada Junction.

1. An undivided $\frac{3}{4}$ shares of Paranawatta of 1 laha kurakkan.
2. An undivided $\frac{3}{16}$ shares of Meegahalandehena of 5 lahas kurakkan.
3. An undivided $\frac{3}{4}$ shares of Muttettuwakumbura 2 pelas paddy.
4. An undivided $\frac{1}{2}$ share of Arabbodekumburepillewa, now garden of about 2 lahas kurakkan.
5. An undivided $\frac{2}{3}$ shares of Pahalagalahitiyewekumbura of 15 lahas paddy sowing.
6. An undivided $\frac{1}{2}$ share of Welikumbura of 2 pelas paddy.
7. An undivided $\frac{3}{4}$ shares of Egodapaluwatta of 3 lahas kurakkan.
8. An undivided $\frac{2}{3}$ shares of Beligahamulawatta of 1 laha kurakkan.
9. The southern 5 lahas paddy sowing extent from and out of Welikumbura of 2 pelas and 5 lahas paddy sowing.
10. An undivided $\frac{1}{2}$ share of the pillega appertaining to Muttettuwakumbura of 1 seer kurakkan, all situate at Watukane-gedera in Udapola Medalasse korale.
11. An undivided $\frac{1}{2}$ share of Malwatteehena, now garden, of 6 lahas kurakkan sowing, situate at Neboruwa in the said korale.
12. Galhitiyawekumbura of 8 lahas paddy sowing.
13. An undivided $\frac{1}{2}$ share of Budugewatta *alias* Bilinchagahamulawatta of 3 seers kurakkan sowing.
14. An undivided $\frac{1}{2}$ share of Welikumbura of 2 pelas paddy.
15. Welikumbura of 2 pelas and 5 lahas paddy sowing, all situate at Watukane-gedera aforesaid; all the aforesaid shares of high and low lands together with all the plantations, houses, and buildings appertaining thereto.

Further particulars from me—

T. B. AMUNUGAMA,
Kurunegala, January 25, 1926. Licensed Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

K. N. K. S. Suppiah Pulle of Kurunegala Plaintiff.

No. 10,396. Vs.

- (1) Meyanna Muna Abdul Majeedu, (2) Meyanna Muna Mohammado Mariyan Umma, (3) Meena Muna Kader Bacha, all of Potuhera, in Udapola Medalasse korale Defendantse

UNDER and by virtue of the 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 Thursday, February 25, 1926, commencing at 4 P.M., on the spot.

Innawatta *alias* Polwatta of about 3 seers kurakkan sowing, a $\frac{2}{3}$ share of Kadurugahamulahena, now garden, of about 12 lahas kurakkan sowing and of Udawewakumbura of about 3 pelas paddy sowing, a $\frac{1}{2}$ share of Udawewakumbura of about 8 lahas kurakkan sowing, and thereto adjoining Udawewakumbura of about 1 pela paddy sowing, a $\frac{4}{15}$ share of Dunumadaladeniyehena, now garden, of 8 lahas kurakkan sowing, a $\frac{2}{3}$ share of Udawewakumbura of about 3 pelas paddy sowing, and of thereto adjoining pillega of about 1 seer kurakkan sowing, Nagahalanda of about 3 lahas kurakkan sowing, a $\frac{2}{3}$ share of Nagahalanda, Lubuhengetiyehena of about 6 lahas kurakkan sowing, a $\frac{1}{2}$ share of Nagahalandedangahamulahena, now garden, of about 4 lahas kurakkan sowing, Udawewakumbura of 1 pela paddy sowing, Nagahalandewagallehena, now garden, of about 5 lahas kurakkan sowing, a $\frac{1}{2}$ share of Bulugahamulaudawewehena, now garden, of about 6 lahas kurakkan sowing, a $\frac{1}{2}$ share of Lubuhenpitiyehena, now garden, of about 1 amunam kurakkan sowing, a $\frac{2}{3}$ share of Nagahalandelubuhempitiyehena, now garden, of about 8 lahas kurakkan sowing, a $\frac{1}{2}$ share of Udawewepitiya of about 1 timba kurakkan sowing, Nagahalandehena, now garden, of about 8 lahas kurakkan sowing, Udawewakumbura of about 1 pela paddy sowing, a $\frac{2}{3}$ share of Udawepitiya of about 1 timba kurakkan sowing, a $\frac{1}{2}$ share of Nagahalandebulugahamulahena, now garden, of about 5 lahas kurakkan sowing, Nagahalandebulugahamulahena, now garden, of about 4 lahas kurakkan sowing, and a $\frac{1}{2}$ share of Nagahalandebulugahamulahena of about 5 lahas kurakkan sowing, all situate at Ahugoda, in Recopattu korale, now forming one property called Nagahalandewatta, situate at Ahugoda aforesaid according to the title plan No. 329,352, dated April 16, 1918, authenticated by the Surveyor-General; an undivided $\frac{107}{300}$ share of the land of 28 acres 3 roods and 26 perches in extent, and of the plantations, houses, and buildings thereon.

Further particulars from me—

T. B. AMUNUGAMA,
Kurunegala, January 25, 1926. Licensed Auctioneer.

Auction Sale.

In the District Court of Kegalla.

John Edward Allan Tennakoon of Kurunegala .. Plaintiff.

No. 7,166. Vs.

- (1) Rajakarana Chandrasekera Wasala Mudiyanse-ralahamillage Wattagama Nugawela Loku Bandara Mahatmaya *alias* Richard Nugawela, (2) Rajakarana Chandrasekera Wasala Mudiyanse-ralahamillage Wattagama Nugawela Medduma Bandara Mahatmaya *alias* William Nugawela, and (3) Wattagama Nugawela Wikiri Kumarihamy, all of Kehelwatugoda Maha Walauwa in Gandolaha pattu of Beligal Korale Defendants.

UNDER the mortgage decree entered in the above-quoted case and by virtue of a commission issued to me for the recovery of the amount stated therein, I shall sell by public auction on Saturday, February 20, 1926, commencing at 9 A.M., at Aranayake opposite the Police Station, the under-mentioned properties to wit:—

1. An undivided $\frac{3}{4}$ share of the land called Makumbura, situated at Alagalla in Tumpalata pattu of Paranakuru korale, in the District of Kegalla; bounded on the east by ela, south by aramba, west by the limit of Udamulla, and north by ela; containing in extent 1 amunam of paddy sowing.
2. An undivided $\frac{2}{3}$ share of Udamullekumbura *alias* Aramayakumbura, situated at Alagalla aforesaid; and bounded on the east and south by the limitary ridge of Udamulla, west by the limit of Kapurala's field, and on the north by ela; and containing in extent 12 lahas paddy sowing.
3. An undivided $\frac{2}{3}$ share of Udamullakumbura of 2 pelas paddy sowing extent, situated at Alagalla aforesaid; and bounded on the east by the limit of Mahakumbura and the limit of arambe, south and north by the limit of aramba, west by the limit of Kapurala's field.

4. An undivided $\frac{2}{3}$ share of Kasimullakumbura of 2 pelas paddy sowing extent and the adjoining Pallebingdeniya of 2 pelas paddy sowing extent now forming one property, situated at Alagalla aforesaid; and bounded on the east by the limit of Hingadeniya, south and north by ela, and west by the limit of Mahakumbura.
5. An undivided $\frac{2}{3}$ share of Etampawaladeniyakumbura of 12 lahas of paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the field of Etampawalarala, south, west, and north by ela.
6. An undivided $\frac{2}{3}$ of Udabiththarapaththuakumbura of 12 lahas paddy sowing extent and the adjoining Pallebiththarapaththuakumbura of 2 pelas paddy sowing extent now forming one property, and situated at Alagalla aforesaid; bounded on the east, north, and south by ela, and west by the limit of the field of Alagallerala.
7. An undivided $\frac{2}{3}$ share of Watingadeniyakumbura of 3 pelas paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by Depawella, south and north by ela, and west by limit of Karalumulekumbura.
8. An undivided $\frac{2}{3}$ share of Thoradeniyakumbura of 5 pelas paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the limit of Budawattēhena, south by the chena belonging to Pallewalauwe, west by Galweta, and north by the garden where Ungurala lived.
9. An undivided $\frac{1}{3}$ share of Udagedera Arachchihitiyawatta *alias* aramba of 1 pela paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the limit of Bandara-aramba, south by the limit of Nelugalla, west by Polpelemala-ela, north by Ranandage Kapurala's kumbura-elenwela.
10. An undivided $\frac{1}{3}$ share of Mullegekalinguralahitiyawatta of 2 pelas paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by Nelugallelanda, south by the limit of Dingiralahitiyawatta, west by the limit of Polgasdeniyewatta, and north by limit of Udagedera Arachchihitiyawatta.
11. An undivided $\frac{2}{3}$ share of Pallege Arachchihitiyawatta of 5 lahas of paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by Nelugallehena, south by Mullegehena, west by field, and north by limit of Galdeniyewatta.
12. An undivided $\frac{1}{3}$ share of Mullegeunguralahitiyawatta of 5 lahas paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the limit of Kalugollehena, south and west by the field, and north by the limit of the garden of Dingirala.
13. An undivided $\frac{2}{3}$ share of Pallehingadeniyewatta of 6 lahas of paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the limit of Karatuwatta, south by ditch, west by Nagalleagala, and north by ela.
14. An undivided $\frac{2}{3}$ share of Managallewatta, of 3 lahas paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by ditch, south by the limit of Kapurala's hena, west by Mala-ela, and north by field.
15. An undivided $\frac{2}{3}$ share of Aranayawatta *alias* Budawattewatta of 6 lahas paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the limit of Basnayake Nilamage aramba, south by the limit of Kapurala's hena, west by Udumulekumbura, and north by the field.
16. An undivided $\frac{2}{3}$ share of Polkotuwewatta of 2 pelas paddy sowing extent, situated at Alagalla aforesaid; bounded on the north and south by agala (ditch), west and north by the field.
17. An undivided $\frac{2}{3}$ share of Pallekongahamulawatta of 15 lahas of paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by agala, south by the limit of Polwatta, west by the limit of Kahakotuwe, and north by the field.
18. An undivided $\frac{2}{3}$ share of Andarewatta, Eladottawatta, Siriyahitiyawatta, Alutnuwarayahitiyawatta, Udakongahamulawatta, and Pallekongahamulawatta, which now join one another and form one property of 5 lahas and 1 timba of paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the village limit of Randiligama, south by the village limit of Kalalpitiya, west by Endaeriyaima, and north by asweddumaima.
19. An undivided $\frac{2}{3}$ share of Pallekongahamulahena of 1 laha paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the limit of hena of Alagallerala, south by ela, west by Mala-ela, and north by the limit of Godadenihena.
20. An undivided $\frac{2}{3}$ share of Meddegodahena of 1 timba paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the limit of chena of Alagallerala, south by the limit of Randiligama chena, west by the ditch of Bandarawatta, and north by ela.
21. An undivided $\frac{2}{3}$ share of Dewatawelligollehena of 2 pelas paddy sowing extent, situated at Alagalla aforesaid; bounded on the east and west by field, south by ela; and north by village limit.
22. An undivided $\frac{2}{3}$ share of Dewatawelligollehena of 12 lahas of paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by Galandadeniya, south by ela, west and north by gamima.
23. An undivided $\frac{2}{3}$ share of Moragollehena *alias* Patambehehena of 3 amunams of paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the village limit of Kalalpitiya, south by the limit of Kirimetiyehehena, west by Horadeniyekumbura and ditch, and north by the limit of the chena of Divilgame Basnayake Nilame.
24. An undivided $\frac{2}{3}$ share of Hingadeniyahena of 15 lahas of paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the limit of the chena of Divilgame Basnayake Nilame, south by the village, west by Thoradeniyehena, north by the ditch of Kapurala's hena.
25. An undivided $\frac{2}{3}$ share of Papoldeniyehena of 6 lahas of paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the deniya, south by ditch, west by Pepoldeniya, and north by the limit of the chena of Alagalla.
26. An undivided $\frac{2}{3}$ share of Udahingadeniyehena and Kehelgahamadeitthehena of 3 pelas paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the limit of Bandarahehena, south by the village limit, west by the limit of the chena of Divilgame Basnayake Nilame, and north by ditch.
27. An undivided $\frac{2}{3}$ share of Dombagollehena *alias* Aramba of 3 pelas paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the ditch, south by Hurigalamulehena sold to Kuppa Tamby Kader Tamby, west by the limit of the chena Divilgame Basnayake Nilame, north by the ditch of Kapurala's garden.
28. An undivided $\frac{2}{3}$ share of Medawatta of 8 lahas of paddy sowing extent, situated at Divilgama in Tunpalata pattu aforesaid; bounded on the east by ditch, south by field, west by the limit of Wahumpurayahitiyawatta, and north by the galweta of the waluwa.
29. An undivided $\frac{2}{3}$ share of Diwulgamawalawewatta, situated at Divilgama aforesaid, and containing 1 amunam and 2 pelas of paddy sowing extent; bounded on the east by Katadeniyekumbura, south by Aludeniya and galweta, west by ditch, and north by Likekumbura.
30. An undivided $\frac{1}{3}$ share of Thoradeniyekumbura of 5 pelas of paddy sowing extent, situated at Pediwilla *alias* Alagalla aforesaid; bounded on the east by the limit of Budewattēhena, south by the limit of Thoragollehena, belonging to Divilgame Basnayake Nilame, west by galweta, north by Unguralahitiyawatta.
31. An undivided $\frac{2}{3}$ share of Udagedera Arachchigewatta *alias* Aramba of 1 pela paddy sowing extent, situated at Pediwilla *alias* Alagalla aforesaid; bounded on the east by Bandara-arambeina, south by the limit of Nelugollehena, west by Polpelakumbure-ela, north by Rananda Kapurallagekumbure-elenudaha.
32. An undivided $\frac{1}{3}$ share of Mullegekalinguralahitiyawatta of 5 pelas paddy sowing extent, situated at Pediwilla *alias* Alagalla aforesaid; bounded on the east by Galenda of Nelungollehena, south by the limit of the garden of Dingirala, west by the limit of Polgasdeniyewatta, and north by the limit of Udagedera Arachchihitiyawatta.
33. An undivided $\frac{2}{3}$ share of Pallehingadeniyewatta of 16 lahas of paddy sowing extent, situated at Pediwilla *alias* Alagalla aforesaid; and bounded on the east by fence, south by fence of Hengadeniyewatta belonging to Nugawela Lekam Mahatmaya, west and north by field.
34. An undivided $\frac{2}{3}$ share of Udumulekumbura of 2 pelas paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the limitary ridge of Mahakumbura, south by the limitary ridge of Udahamulla, west by the limitary ridge of Aramayagepela, and north by ela.
35. An undivided $\frac{2}{3}$ share of Budawattewatta of 6 kurunies of paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by the fence of the chena

of Kapurala, south by aramba belonging to Nugawela Lekam Mahatmaya, west by the field, north by Nagolle-aramba belonging to Lekam Mahatmaya.

36. An undivided $\frac{3}{4}$ share of Totillapaladeniye *alias* Suduhakurudeniya, situated at Alagalla aforesaid, of 12 lahas paddy sowing extent; bounded on the east by the fence of Alagallerala's garden, south by ela, west by Suduhakurugearamba, north by the limit of the paddy field of Alagalla.

37. An undivided $\frac{3}{4}$ share of Vedagedeniye-kumbura of 12 lahas paddy sowing extent, situated at Alagalla aforesaid; bounded on the east by ela, south by Elapalle, west and north by Ellenpalla.

38. An undivided $\frac{3}{4}$ share of Suduhakurugewatta of 1 timba paddy sowing extent, Totillapaladeniye of 1 laha, and Suduhakurugehena of 2 pelas paddy sowing extent, which now form one property, situated at Alagalla aforesaid; bounded on the east by the ela and the ditch, south by the limit of the field of Alagallerala and the Ellenuda of the same garden, west by the ditch of Balindahitiyawatta belonging to Alagallerala, north by the limit of chena belonging to Bopitiye Walauwa.

39. An undivided $\frac{3}{4}$ share of Pallegearachchiyahitiyawatta *alias* Arachchiappuhitiyawatta of 1 pela paddy sowing extent, situated at Alagalla aforesaid; and bounded on the east by the limit of Udagearachchigewatta, south by the limit of Kalinguralahitinawatta, west and north by field.

40. An undivided $\frac{3}{4}$ share of Meddegodahena of 2 pelas paddy sowing extent, situated Alagalla aforesaid; bounded on the east by the field, south by ditch, west and north by the limits of the chena belonging to Nugawela Lekam Mahatmaya.

41. An undivided $\frac{3}{4}$ share of Pitawelahena of 5 pelas paddy sowing extent, situated at Alagalla aforesaid; bounded on the east and south by field, west by village limit of Hawahitigoda, north by the village limit of Bopitiya.

42. An undivided $\frac{3}{4}$ share of Suduhakurugehena, of 1 pela paddy sowing and the adjoining aramba of 6 lahas of paddy sowing extent in all 16 lahas of paddy sowing, situate at Alagalla aforesaid; bounded on the east by ela and the limit of Suduhakurugekumbura, south by the limit of the chena of Alagallerala, west by the limit of Suduhakurugearamba, on the north by the limit of the garden of Alagallerallage Balindahitinawatta.

43. An undivided $\frac{3}{4}$ share of Medawatta *alias* Undaiyahitiyawatta, situated at Divilgama aforesaid, of 1 pela paddy sowing extent; bounded on the east by the limit of Medawatta belonging to Nugawela Lekam Mahatmaya, south by field, west by the fence of the same land, and north by fence.

44. An undivided $\frac{3}{4}$ share of Atuwagawawatta and Thaladeniyewatta of 1 amunam paddy sowing extent, situated at Divilgama aforesaid; bounded on the east by village limit of Yodagama, south by field, west by the ditch, and north by ditch, and field which said two allotments of land now form one property and are within the said boundaries; containing in extent of 3 acres 1 rood and 17 perches.

K. RATNASINGHAM,
Commissioner.

Kogalla, January 26, 1926.

APPLICATIONS FOR FOREIGN LIQUOR LICENCES.

hereby give notice that I have on October 5, 1925, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed for the licencing period ending September 30, 1926, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule referred to.

Name and address of applicant: V. M. Velayudhapillai, 2, 4th Cross street, Pettah, Colombo.

Description of licence applied for: Wholesale.

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

Situation of premises to be licensed: 103, Chekku street, Pettah, Colombo.

V. M. VELAYUDHAPILLAI,
Applicant.

Application for Enrolment as a Proctor.

I, GEORGE EMANUEL MENDIS of Modera Walauwa, Mutwal, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Manasa, January 22, 1926.

GEO. E. MENDIS.

Application for Enrolment as a Proctor.

I, DON CYRIL WIJEYESINGHE of Avissawella, presently of Manasa, Ketawalamulla road, Maradana, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Manasa,

Ketawalamulla road, Maradana, D. C. WIJEYESINGHE.
Colombo, January 26, 1926.

Application for Enrolment as a Proctor.

I, GALAP RATHTHIGE SIRISENA of Kataluwa, Manasa, presently of Manasa, Ketawalamulla road, Maradana, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Manasa,

Ketawalamulla road, Maradana, G. P. SIRISENA.
Colombo, January 26, 1926.

Application for Enrolment as a Proctor.

I, KASSPILLAI ARUNACHALAM, of Pendleton, Dickman's lane, Bambalapitiya, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, January 27, 1926.

K. ARUNACHALAM.

Application for Enrolment as a Proctor.

I, CHARLES BERTRAM DE ZYLVA of Negombo, Proctor of the District Court of Negombo, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

BERTIE DE ZYLVA,

Negombo, January 20, 1926.

Cancellation and Revocation of Power of Attorney.

I, the undersigned Cader Lebbe Mariya Muttu Natchiya, do hereby give notice to all concerned that I have already cancelled and revoked the power of attorney granted to Cader Lebbe Ibrahim Lebbe Marikkar of Marakkalawatta by deed bearing No. 21,104 dated July 8, 1920, and attested by J. P. Wijeyaratne of Beruwala, Notary Public.

MARIE X CADER LEBBE MARIYA MUTTU NATCHIYA.

January 22, 1926.

hereby give notice that I have on October 5, 1925, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed for the licencing period ending September 30, 1926, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule referred to.

Name and address of applicant: Stanislaus Costa, Colombo street, Kandy.

Description of licence applied for: Retail off (not to be consumed in the premises) for the sale of foreign liquor.

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

Situation of premises to be licensed: 248A, Colombo street, Kandy.

STANISLAUS COSTA.

Index No.	Reading.	Writing.	Arithmetic.	School Management.	Geography.	Needlework.	Literature.	Grammar.	History.	Sanitation.	Drawing.	Total.
604	p	p		p	p		p	p	p	p		
605	p	p	p	p	p		p	p	p	p		
606	p	p		p	p		p	p	p	p		
608	p		p	p			p	p	p	p		
609	p			p	p		p	p	p	p	p	
610	p	p	p	p	p		p	p	p	p		
611	p		p	p	p		p	p	p	p	a	
612	p	p	p	p	p		p	p	p	p		
613	Absent.											
614	p	p	p	p	p		p	p	p	p		
615	p						p	p	p	p		
616	p	p	p	p				p	p		p	
617	p		p	p			p		p	p		
618	p	p	p	p	p		p				p	
619	p	p	p		p		p		p	p		
620	p			p			p		p	p		
621	p	p	p	p			p	p	p	p		
623	p	p		p	p		p	p	p	p		
625	p	p		p	p		p	p	p	p		
626	p	p	p	p	p		p		p	p		
627	Absent.											
629	p			p			p		p			
632	p	p		p	p		p		p	p		
633	Absent.											
634	p			a	p		p		p	a	a	
636	p	p	p	p	p		p		p	p		
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640	p						p		p	p		
642	p	p		p			p	p	p	p		
643	p	p		p	p		p		p	p	a	
644	p	p	p				p	p	p	p		
645	Absent.											
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647	p	p	p		p		p		p		a	
648	p	p	p		p		p		p		a	
649	p			p	p		p		p		a	
650	p	p		p	p		p		p	p		
652	p			p	p		p		p	p		
653	p	p	p	p	p		p		p	p		
654	p	p	p	p	p		p		p		a	
655	p	p		p	p		p		p			
656	p			p			p		p	p		
657	Absent.											
658	p			p			p	p	p	p	a	
659	p	p		p			p		p		a	
660	p						p	p			a	
661	p	p	p	p			p		p	p	a	
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670	p	p		p	p		p		p	p	a	
671	p			p	p		p		p	p	p	
672	Absent.											
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680	p	p		p	p		p		p	p	a	
681	p	p		p	p		p		p	p		
682	p		p				p	p	p	p	a	
683	p	p		p	p		p		p	p	a	
684	p	p		p	p		p		p	p	a	
685	p			p	p		p		p	p		
686	p			p	p		p		p	p	a	
687	p			p	p		p		p	p		
688	p		p	p	p		p		p	p	a	
689	p	p		p	p		p		p	p	a	
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692	p			p	p		p		p	p	a	
693	p			p	p		p		p	p	a	
694	p			p			p		p			
695	p	p							p		a	
696	p										a	
698	p	p		p	p		p		p	p	p	
699	p			p	p		p		p	p	a	

Index No.	Reading.	Writing.	Arithmetic.	School Management.	Geography.	Needlework.	Literature.	Grammar.	History.	Sanitation.	Drawing.	Total.
700	p		p				p		p	p		
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710	p	p	p	p	p		p	p	p	p		
712	p	p		p			p	p	p		a	
713	p			p	p		p		p	p		
714	p			p	p		p	p	p	p		
715	p	p	p	p	p		p	p	p	p	a	
718	p			p			p		p	p	a	
719	Absent.											
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723	p			p			p		p	p	a	
724	p		p	p	p		p	p	p	p	a	
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728	p			p	p		p	p	p	p		
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730	p			p				p	p	p	a	
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732	p	p	p		p		p	p	p	p	a	
733	p	p	p		p		p	p	p	p	a	
734	Absent.											
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736	p	p		p	p		p	p	p	p	p	
737	p			p	p		p	p	p	p		
738	Absent.											
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743	p	p		p	p		p	p	p	p		
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746	Absent.											
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748	p	p		p			p		p			
749	Absent.											
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765	Absent.											
766	p			p			p		p			
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783	p	p					p		p			
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785	p	p					p		p	p		
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787	p			p	p		p	p	p	p		
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798	p	p	p	p	p		p	p	p	p		
799	p	p	p	p	p		p	p	p	p		

Index No.	Reading.	Writing.	Arithmetic.	School Management.	Geography.	Needlework.	Literature.	Grammar.	History.	Sanitation.	Drawing.	Total.
800	p.	p.	p.	p.	p.							
801	p.	p.	p.	p.	p.							
802	Absent.											
803	p.	p.		p.			p.	p.	p.	p.		
806	p.	p.			p.		p.	p.				
807	p.	p.		p.	p.		p.	p.	p.	p.		
808	p.		p.	p.			p.	p.	p.	p.		
809	p.	p.		p.			p.	p.	p.	p.		
810	p.			p.			p.	p.	p.	p.		
811	Absent.											
812	p.	p.	p.				p.	p.	p.			
813	Rejected.											
814	Absent.											
815	p.	p.		p.	p.		p.	p.	p.	p.		
816	p.	p.		p.	p.		p.	p.	p.	p.		
817	p.	p.		p.	p.		p.		p.	p.		
818	p.	p.	p.	p.			p.			p.		
820	p.	p.					p.	p.	p.	p.	p.	
821	p.	p.					p.		p.	p.		
822	p.	p.		p.	p.		p.	p.	p.	p.		
824	p.	p.	p.	p.	p.		p.		p.			
825	p.	p.	p.	p.	p.		p.	p.	p.			
826	p.	p.	p.	p.	p.		p.	p.	p.			
827	p.	p.	p.	p.	p.		p.	p.	p.			
828	p.	p.		p.	p.		p.		p.	p.		
829	p.	p.		p.	p.		p.		p.	p.		
830	p.	p.	p.	p.			p.	p.	p.			
832	p.	p.		p.	p.		p.		p.	p.		
833	p.	p.		p.	p.		p.		p.	p.		
835	Absent.											
836	Absent.											
837	p.	p.		p.	p.		p.					
839	p.	p.			p.		p.	p.				
840	p.	p.		p.	p.		p.	p.	p.	p.	p.	
841	p.		p.	p.			p.	p.	p.	p.		
844	p.	p.					p.		p.	p.		
845	p.	p.	p.	p.	p.		p.	p.	p.			
846	p.	p.	p.	p.	p.		p.	p.	p.	p.	p.	
847	p.			p.	p.		p.	p.	p.	p.	a.	
849	p.	p.		p.	p.		p.		p.		a.	
850	p.	p.		p.	p.		p.	p.	p.	p.		
851	p.	p.	p.	p.			p.	p.	p.	p.	a.	
852	p.	p.		p.	p.		p.		p.	p.	a.	
853	p.						p.				a.	
854	p.	p.	p.	p.	p.		p.		p.	p.		
855	p.		p.	p.			p.		p.	p.		
856	p.	p.	p.	p.	p.		p.	p.	p.	p.		
857	Absent.											
858	p.	p.		p.			p.					
859	p.	p.	p.	p.			p.		p.		a.	
860	p.	p.	p.	p.			p.	p.	p.	p.	a.	
862	p.	p.					p.			p.		
863	p.	p.					p.			p.	a.	
864	p.	p.		p.	p.		p.		p.	p.	p.	
865	p.	p.		p.	p.		p.	p.	p.	p.	a.	
866	p.	p.	p.	p.	p.		p.	p.	p.	p.	a.	
867	p.	p.					p.			p.		
868	p.			p.	p.		p.	p.	p.			
870	p.	p.		p.	p.		p.		p.		a.	
871	p.			p.	p.		p.	p.	p.	p.		
872	p.	p.	p.	p.	p.		p.		p.	p.		
873	p.	p.		p.	p.		p.		p.	p.		
874	p.			p.			p.					
875	p.	p.		p.	p.		p.	p.	p.			
876	p.	p.	p.	p.	p.		p.		p.	p.		
877	p.			p.	p.		p.	p.	p.	p.		
878	p.	p.		p.	p.		p.	p.	p.	p.		
879	p.	p.		p.	p.		p.	p.	p.	p.		
880	p.	p.		p.	p.		p.	p.	p.			
884	p.	p.		p.	p.		p.	p.	p.			
885	Absent.											
887	p.	p.		p.	p.		p.		p.	p.		
888	p.		p.	p.			p.		p.	p.		
890	p.	p.	p.	p.	p.		p.		p.	p.		
891	p.	p.		p.			p.	p.	p.	p.		
892	p.	p.	p.				p.	p.	p.	p.		
893	p.	p.	p.	p.			p.	p.	p.	p.		
894	p.		p.	p.	p.		p.		p.	p.		
896	p.	p.		p.			p.	p.				
897	p.	p.	p.	p.			p.	p.		p.		
897A	p.	p.		p.			p.	p.	p.	p.		
898	p.	p.	p.	p.	p.		p.		p.	p.		
899	p.			p.			p.	p.				
900	p.	p.	p.		p.		p.		p.	p.		
901	p.	p.	p.	p.			p.	p.	p.	p.		

Index No.	Reading.	Writing.	Arithmetic.	School Management.	Geography.	Needlework.	Literature.	Grammar.	History.	Sanitation.	Drawing.	Total.
902	p.	p.	p.	p.	p.		p.	p.		p.	p.	
903	p.	p.	p.	p.	p.		p.					
903A	p.	p.		p.			p.	p.	p.	p.		
904	p.	p.		p.			p.				p.	
905	p.	p.					p.	p.	p.	p.		
906	p.	p.	p.	p.			p.		p.	p.		
907	p.		p.				p.	p.	p.	p.	p.	
908	Absent.											
909	p.	p.	p.	p.	p.		p.	p.	p.	p.	p.	
911	p.			p.			p.		p.	p.		
912	p.	p.					p.	p.	p.	p.		
913	p.	p.	p.	p.			p.		p.	p.	p.	
914	p.	p.		p.	p.		p.	p.	p.	p.		
915	Absent.											
916	p.	p.	p.	p.	p.		p.	p.	p.	p.	p.	
917	p.			p.								
918	p.			p.							p.	
919	p.								p.	p.		
920	p.		p.	p.	p.		p.			p.		
921	p.	p.		p.			p.	p.	p.	p.		
922	p.	p.		p.			p.	p.	p.	p.	p.	
923	p.	p.		p.	p.		p.		p.			
924	p.	p.		p.			p.		p.			
925	p.	p.					p.					
926	p.	p.		p.			p.		p.	p.		
927	p.			p.						p.	p.	
928	p.	p.	p.	p.	p.		p.					
929	Absent.											
930	p.	p.	p.	p.	p.		p.		p.	p.	p.	
931	p.			p.	p.		p.	p.	p.	p.	a.	
932	p.	p.		p.	p.		p.	p.	p.	p.		
934	p.						p.	p.				
934A	p.	p.	p.	p.	p.		p.	p.	p.	p.		
935	p.	p.			p.				p.	p.	p.	
936	p.	p.		p.	p.		p.	p.	p.	p.		
937	Absent.											
938	Absent.											
939	p.	p.		p.			p.	p.			p.	
940	p.		p.	p.			p.	p.		p.		
941	p.			p.			p.	p.		p.	p.	
942	p.		p.	p.	p.		p.	p.	p.	p.		
943	p.			p.					p.			
944	p.			p.	p.		p.	p.	p.	p.	p.	
945	p.			p.								
946	p.		p.	p.			p.		p.	p.	p.	
947	p.	p.	p.	p.	p.		p.	p.	p.	p.	p.	
948	p.		p.	p.	p.		p.	p.	p.	p.	a.	
949	p.			p.								
950	p.	p.	p.	p.	p.		p.		p.	p.	p.	
951	p.		p.	p.	p.		p.		p.	p.		
952	p.	p.	p.	p.	p.		p.	p.	p.	p.		
953	p.			p.					p.	p.		
954	p.		p.	p.	p.		p.	p.		p.		
955	p.		p.									
956	p.	p.		p.	p.		p.	p.		p.		

Sinhalese—Females.

957	p.	p.	p.	p.	p.	p.	p.	p.	p.		a.	
958	p.	p.		p.							p.	a.
960	p.	p.		p.	p.		p.	p.				
961	p.			p.		p.					p.	p.
963	p.		p.				p.				p.	a.
964	p.		p.	p.		p.	p.	p.	p.	p.	a.	
965	p.			p.							a.	
967	p.		p.	p.							a.	
968	p.	p.		p.			p.	p.			p.	
969	p.	p.		p.	p.	p.		p.	p.	p.		
970	p.			p.					p.	p.	p.	a.
971	p.									p.	p.	
972	p.	p.	p.		p.		p.	p.		p.		
973	p.	p.	p.		p.							
974	p.	p.	p.	p.	p.	p.	p.	p.				
975	p.			p.							p.	
977	Absent.											
978	p.					p.	p.	p.		p.		
979	Absent.											
980	Absent.											
981	p.	p.	p.	p.		p.	p.			p.		
982	p.			p.							p.	
983	p.	p.		p.	p.	p.						
984	p.	p.		p.	p.		p.		p.	p.		
985	p.	p.	p.	p.	p.		p.			p.	a.	
986	a.			a.		a.				a.	a.	
987	p.			a.		p.	p.	p.		p.	a.	
988	p.					p.	p.	p.		p.		

Index No.	Reading.	Writing.	Arithmetic.	School Management.	Geography.	Needlework.	Literature.	Grammar.	History.	Sanitation.	Drawing.	Total.
1206	Rejected.											
1207	p.	p.		p.	p.		p.	p.	p.	p.	p.	
1208	p.	p.		p.	p.		p.	p.	p.	p.	p.	
1209	p.	p.	p.	p.	p.		p.	p.	p.	p.	p.	
1210	p.	p.		p.	p.		p.		p.	p.		
1211	p.	p.					p.		p.	p.		
1212	p.	p.	p.	p.	p.		p.	p.	p.	p.	p.	
1215	p.	p.		p.	p.		p.	p.	p.	p.	p.	
1216	p.	p.		p.	p.		p.	p.	p.	p.	p.	
1218	p.	p.		p.			p.		p.			
1222	p.	p.	a.	a.	a.		p.	p.	a.	a.	a.	
1223	p.	p.		p.	p.		p.		p.	p.		
1224	p.	p.	p.	p.			p.			p.	p.	
1225	p.	p.								p.	p.	
1226	Rejected.											
1230	p.	p.					p.			p.	p.	
1231	p.	p.					p.			p.	p.	
1232	p.	p.		p.	p.		p.	p.	p.	p.	p.	
1233	p.	p.		p.			p.			p.	p.	
1235	p.	p.	p.	p.			p.			p.	p.	
1236	p.	p.		p.	p.		p.			p.		
1238	p.	p.		p.			p.	p.		p.	p.	
1239	p.	p.		p.	p.		p.	p.	p.	p.	p.	
1240	p.	p.					p.			p.	p.	
1242	p.	p.		p.			p.		p.	p.		
1243	p.	p.			p.		p.				p.	
1244	p.	p.			p.		p.				p.	
1245	p.	p.		p.			p.		p.	p.		
1246	p.	p.					p.			p.	p.	
1247	p.	p.		p.			p.				p.	
1248	p.	p.		p.			p.			p.	p.	
1250	p.	p.		p.	p.		p.			p.	a.	
1252	p.	p.					p.					
1253	p.	p.		p.	p.		p.			p.		
1254	Absent.											
1255	p.	p.	p.	p.	p.			p.	p.	p.	p.	
1256	p.	p.										
1256A	p.	p.		p.	p.			p.	p.	p.		

Sinhalese—Females.

1257	p.	p.		p.	p.		p.	p.	p.	p.	a.	
1258	p.	p.		p.	p.		p.			p.	a.	
1259	p.	p.		p.	p.		p.			p.	a.	
1260	p.	p.		p.	p.					p.	a.	
1261	Absent.											
1262	p.	p.		p.	p.	p.				p.	a.	
1263	Absent.											
1264	p.	p.		p.		p.	p.			p.	a.	
1266	p.	p.		p.	p.	p.	p.			p.	a.	
1268	Absent.											
1269	p.	p.	p.		p.		p.		p.	p.	a.	
1270	p.	p.		p.		p.	p.			p.	a.	
1271	Rejected.											
1272	p.	p.	p.			p.	p.			p.	a.	
1273	p.	p.		p.	p.		p.	p.		p.	a.	
1276	p.	p.		p.	p.		p.	p.	p.	p.	p.	
1277	p.	p.		p.	p.	p.	p.			p.		
1278	p.	p.					p.			p.	a.	
1279	p.	p.					p.			p.	a.	
1280	Absent.											
1282	p.	p.		p.			p.	p.		p.	a.	
1283	Rejected.											
1284	p.	p.		p.	p.		p.	p.		p.	a.	
1285	p.	p.		p.	p.					p.	a.	
1286	Absent.											
1287	p.	p.		p.	p.	p.	p.			p.	a.	
1288	Absent.											
1289	p.	p.		p.	p.		p.		p.	p.	a.	
1290	Rejected.											
1291	p.	p.					p.	p.		p.	a.	
1294	Absent.											
1297	p.	p.		p.			p.	p.		p.	a.	
1298	p.	p.		p.					p.	p.	a.	
1299	p.			p.			p.			p.	a.	
1300	p.	p.			p.		p.			p.	a.	
1301	p.	p.	p.				p.				a.	
1302	p.	p.	p.	p.	p.	p.	p.			p.	a.	
1303	p.	p.									a.	
1305	p.	p.		p.	p.		p.	p.		p.	a.	
1307	p.	p.		p.	p.		p.			p.		
1308	p.	p.	p.				p.			p.	a.	
1309	p.	p.				p.	p.			p.	a.	
1310	p.	p.		p.	p.		p.			p.		
1311	p.	p.	p.	p.	p.	p.	p.		p.	p.	a.	

Index No.	Reading.	Writing.	Arithmetic.	School Management.	Geography.	Needlework.	Literature.	Grammar.	History.	Sanitation.	Drawing.	Total.
1312	p.	p.				p.	p.			p.	a.	
1313	Absent.											
1314	p.	p.				p.					p.	
1315	p.	p.	p.	p.	p.	p.	p.	p.		p.	a.	
1316	p.	p.	p.	p.			p.			p.	a.	
1318	p.	p.										
1319	p.	p.									a.	
1320	Absent.											
1321	Absent.											
1322	p.	p.	p.		p.	p.	p.			p.	a.	
1323	p.	p.				p.	p.			p.	a.	
1325	p.	p.	p.	p.			p.			p.	a.	
1326	p.	p.					p.			p.	a.	
1327	p.	p.		p.	p.	p.	p.			p.	a.	
1328	Rejected.											
1329	p.	p.	p.			p.	p.		p.	p.		
1330	p.	p.			p.	p.	p.			p.	a.	
1331	p.	p.								p.	a.	
1332	p.	p.			p.	p.	p.	p.	p.	p.		
1333	p.	p.	p.	p.	p.	p.	p.			p.	a.	
1334	p.	p.		p.	p.		p.	p.		p.	a.	
1336	Absent.											
1337	p.	p.		p.	p.		p.			p.	a.	
1339	p.	p.	p.	p.	p.	p.	p.	p.		p.	a.	
1342	Absent.											
1344	Absent.											
1345	p.	p.	p.		p.	p.	p.	p.		p.	a.	
1346	p.	p.				p.				p.	a.	
1347	p.	p.										
1349	p.	p.		p.		p.				p.	a.	
1351	p.	p.	p.	p.	p.	p.	p.		p.	p.	a.	
1352	p.	p.	p.		p.		p.	p.		p.	a.	
1354	p.	p.					p.				a.	
1357	p.	p.			p.					p.		
1358	p.	p.				p.	p.	p.	p.		p.	a.
1359	p.	p.									a.	
1360	p.	p.										
1361	Absent.											
1362	Absent.											
1364	p.	p.	p.	p.	p.	p.	p.		p.	p.	a.	
1366	p.	p.		p.		p.	p.			p.	a.	
1367	p.	p.		p.	p.	p.	p.	p.	p.	p.	a.	
1368	p.	p.		p.	p.		p.			p.	a.	
1369	p.	p.		p.	p.		p.	p.		p.	a.	
1370	p.	p.					p.			p.	a.	
1371	Absent.											
1373	p.	p.				p.	p.	p.			p.	a.
1375	Rejected.											
1377	p.	p.	p.			p.	p.	p.			p.	a.
1378	p.	p.		p.	p.	p.	p.	p.	p.	p.	a.	
1379	p.	p.		p.			p.				a.	
1380	p.	p.	p.	p.		p.	p.	p.			a.	
1381	p.	p.	p.	p.	p.	p.	p.	p.			a.	
1382	p.	p.		p.	p.		p.			p.	a.	
1383	p.	p.		p.			p.	p.				
1384	p.	p.					p.	p.			a.	
1386	p.	p.		p.	p.		p.	p.			p.	a.
1387	p.	p.		p.	p.		p.	p.			p.	a.
1389	p.	p.					p.	p.			p.	a.
1390	Rejected.											
1392	p.	p.		p.			p.	p.			p.	a.
1393	p.	p.				p.	p.	p.			p.	a.
1394	p.	p.				p.	p.			p.	p.	
1395	p.	p.								p.	a.	
1396	p.	p.	p.				p.	p.	p.	p.	a.	
1397	p.	p.		p.	p.		p.		p.	p.	a.	
1398	p.	p.		p.	p.	p.	p.			p.	p.	
1399	Absent.											
1400	p.	p.		p.	p.		p.			p.	p.	
1401	p.	p.		p.	p.		p.			p.	p.	a.
1402	p.	p.	p.			p.	p.			p.	p.	a.
1404	p.	p.					p.			p.	p.	a.
1405	p.	p.					p.	p.		p.	p.	
1406	p.	p.		p.	p.	p.	p.			p.	p.	a.
1407	p.	p.		p.	p.					p.	p.	a.
1409	p.	p.	p.	p.			p.			p.	p.	a.
1410	p.	p.		p.	p.	p.	p.			p.	p.	a.
1411	p.	p.				p.	p.	p.			p.	a.
1412	p.	p.		p.	p.	p.	p.				p.	p.
1413	p.	p.		p.	p.	p.	p.	p.	p.	p.	p.	
1414	p.	p.		p.	p.	p.	p.			p.	p.	a.
1415	p.	p.		p.	p.	p.	p.					
1416	p.	p.					p.	p.	p.	p.		
1417	p.	p.									a.	
1418	p.	p.				p.						a.

Index No.	Reading.	Writing.	Arithmetic.	School Management.	Geography.	Needlework.	Literature.	Grammar.	History.	Sanitation.	Drawing.	Total.
1419	p	p		p			p			p	s	
1420	p	p		p	p		p	p		p	p	
1421	p	p		p	p		p			p	p	
1422	p	p		p	p		p			p	p	
1423	Absent.											
1424	p		p	p		p					a	
1425	p	p										
1426	p	p				p					a	
1427	Rejected.											
1428	p	p		p	p		p			p	a	
1429	p	p		p	p		p			p	a	
1430	Absent.											
1431	p	p			p	p				p	p	
1432	Rejected.											
1433	Absent.											
1434	p	p		p	p		p			p	a	
1435	p	p	p	p		p	p			p	a	
1436	p	p		p	p		p	p		p	a	
1437	p	p	p	p		p	p			p	a	
1439	p	p		p		p	p			p	a	
1440	p	p				p	p			p	a	
1441	p	p			p	p				p	a	
1442	p	p		p		p					a	
1444	p	p		p		p	p			p	a	
1446	p	p		p	p		p	p		p	a	
1448	p	p		p	p		p	p		p	a	
1449	p	p	p	p		p				p	a	
1450	p	p		p	p		p			p	a	
1451	p	p		p	p		p	p		p	a	
1452	Absent.											
1453	p	p		p		p	p			p	a	
1454	Absent.											
1455	p	p		p	p		p			p	a	
1456	p	p		p	p		p			p	a	
1457	p	p		p						p	a	
1459	p	p				p					a	
1461	p	p		p	p		p	p		p	a	
1462	p	p		p	p		p	p		p	p	
1463	p	p		p		p	p			p	a	
1466	p	p	p		p	p		p		p	a	
1464	p	p		p	p		p			p	a	
1465	p	p		p	p		p	p		p	a	
1466	p	p	p			p	p			p	a	
1467	p	p	p		p	p		p		p	a	
1469	p	p		p		p	p			p	a	
1470	p	p	p		p	p				p	a	
1471	p	p		p	p		p			p	p	
1472	p	p		p	p		p	p		p	a	
1473	Rejected.											
1474	p	p	p		p		p			p	a	
1475	p	p	p		p		p	p		p	a	
1477	p	p		p	p					p	a	
1478	p	p									a	
1479	p	p									a	
1480	p	p				p				p	a	
1481	p	p		p	p		p			p	a	
1482	p	p		p	p					p	a	
1483	p			a		a	a	a	a	a	a	
1484	p	p				p					a	
1485	p	p		p							a	
1487	p	p	p		p	p				p	a	
1488	p	p								p	a	
1490	p	p		p							a	
1491	p	p		p			p				a	
1494	p	p		p	p		p			p	a	
1495	p	p	p		p					p	a	
1496	p	p		p	p		p			p	a	
1497	p	p		p						p	a	
1498	p	p		p			p	p		p	a	
1499	p	p		p			p			p	a	
1500	p	p				p	p	p		p	a	
1501	p	p		p	p		p			p	a	
1502	p	p		p			p			p	a	
1503	p	p	p		p	p		p		p	a	
1504	p	p	p		p	p		p		p	a	
1506	p	p		p	p		p	p		p	a	
1507	p	p	p		p					p	a	
1508	p	p		p	p					p	a	
1509	p	p				p	p			p	a	
1510	p	p				p				p	a	
1512	a			a		a	a	a	a	a	a	
1513	p	p		p		p	p			p	a	
1514	p	p		p	p		p			p	a	
1515	Absent.											
1517	p					p					a	

Index No.	Reading.	Writing.	Arithmetic.	School Management.	Geography.	Needlework.	Literature.	Grammar.	History.	Sanitation.	Drawing.	Total.
1518	p	p		p	p		p			p	a	
1520	p	p	p							p	a	
1521	p	p		p	p		p			p	a	
1522	p	p		p	p		p			p	a	
1523	Absent.											
1524	p	p		p						p	a	
1527	Absent.											
1528	Absent.											
1530	p	p		p	p		p	p		p	a	
1531	p	p		p	p		p			p	a	
1533	p	p		p	p		p	p		p	a	

SECOND CLASS.
Tamil—Males.

1535	p	p					p	p	p	p		
1536	p	p					p					
1537	Absent.											
1538	p	p	p	p			p	p	p			
1539	p	p					p					
1540	p	p			p		p	p	p	p	p	

Tamil—Females.

1541	p	p		p		p	p	p				
1542	p	p		p			p	p	p			
1543	p	p		p			p	p	p			

THIRD CLASS.

Tamil—Males.

1544	p	p					p		p	p		
1545	p	p					p					
1546	p	p	p	p	p		p	p		p	p	
1547	Absent.											
1548	Absent.											
1549	p	p	p				p		p	p		
1550	p	p				p				p	p	
1552	p	p	p	p			p			p	p	
1553	p	p		p			p			p	p	
1555	p	p				p				p	p	
1556	p	p	p	p	p		p			p	p	
1557	p						p			p	p	
1558	p	p		p	p		p			p	p	
1559	p	p	p				p			p	p	
1560	p	p	p				p			p	p	
1561	p	p					p			p		

Tamil—Females.

1562	p	p		p		p	p		p	p	p	
1563	p	p				p	p	p	p	p	p	

The pass awarded to candidate Roslin Nona 1064 appearing in Gazette No. 7,505 of December 23, 1925, is hereby cancelled, as the candidate has failed.

Candidates Nos. 1583, 1587, and 1590 for confirmation of their Third Class Provisional Certificates, having failed in Needlework Theory are allowed to present themselves for the examination in that subject alone at the next examination.

Education Office,
Colombo, January 26, 1926.

L. MACRAE,
Director of Education.

Kopay Training School Final Examination, 1925.

LIST OF SUCCESSFUL CANDIDATES.

Index No.	Name of Candidate.	Index No.	Name of Candidate.
1596	Abdul Latif, A. T.	1610	Nadarajah, V.
1597	Chelvamuttu, K.	1613	Ponnambalam, N.
1600	Gnanaratnam, J. E.	1614	Ponnambalam, V.
1601	Kandiah, K.	1615	Desiker, G. S.
1602	Kandiah, C.	1616	Sinnathamby, S.
1605	Karthigesu, S.	1617	Sittambalam, S.
1606	Kuruswamy Iyer, T.	1621	Vallipuram, V.
1607	Mailvakanam, K.	1625	Kanthavanam, V.
1608	Murugesu, V.		

The under-mentioned candidates are awarded Trained Teacher's Provisional Certificates of the Second Class:

1599	Chelliah, E.	1620	Vythiyalingam, A.
1611	Nagalingam, M.	1624	Visuvalingam, S.
1618	Thambiappah, K.		

Education Office,
Colombo, January 25, 1926.

L. MACRAE,
Director of Education.

K/Botota Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. B. Dewamitta for a grant in aid of the above school, which is situated in Medasiya pattu of Harispattu, Kandy District of the Central Province.

Observations will be received not later than March 2, 1926.

Education Office, L. MACRAE,
Colombo, January 29, 1926. Director of Education.

Change of Management.

NOTICE is hereby given that the Superintendent, Agra Ouvah estate, Agrapatna, has been appointed Manager of the school mentioned below, in place of Rev. T. S. Johnson.

School referred to.

Agra Ouvah Estate School.

Education Office, L. MACRAE,
Colombo, January 13, 1926. Director of Education.

Change of Management.

NOTICE is hereby given that Glasgow Estate Boys' School, situated in Dimbulla District of the Central Province, under the management of the Superintendent, Glasgow estate, has been registered as a mixed school from this date.

Education Office, L. MACRAE,
Colombo, January 20, 1926. Director of Education.

J/Kandemadam Vernacular Boys' School.

NOTICE is hereby given that an application has been received from Mr. R. M. Vellupillai for a grant in aid of the above school, which is situated in Vannarponnai East, Jaffna District of the Northern Province.

Observations will be received not later than February 24, 1926.

Education Office, L. MACRAE,
Colombo, January 23, 1926. Director of Education.

Loolecondra Estate Vernacular Mixed School.

NOTICE is hereby given that an application has been received from the Superintendent of the above estate for a grant in aid of his school, which is situated on Loolecondra estate, Hewaheta Lower district of the Central Province.

Observations will be received not later than March 3, 1926.

Education Office, L. MACRAE,
Colombo, January 29, 1926. Director of Education.

J/Elavalai Meikandan Padasalai Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Hon. Sir P. Ramanathan for a grant in aid of the above school, which is situated in Tellippallai north-west, Valigamam north division of the Northern Province.

Observations will be received not later than March 2, 1926.

Education Office, L. MACRAE,
Colombo, January 29, 1926. Director of Education.

Removal of the Lunatic Asylum.

NOTICE is hereby given that the Lunatic Asylum, Jawatta, Colombo, will be removed to Angoda, at the end of this month. All communications intended for the Medical Superintendent, the staff, or the patients, should be addressed to the Lunatic Asylum, Angoda, after the 31st instant.

J. F. E. BRIDGER,
Director of Medical and Sanitary Services.
Colombo, January 27, 1926.

Sale of Timber.

AN auction sale of the under-mentioned ebony and firewood lying at Trincomalee timber and fuel depôt, will be held on the spot by the Divisional Forest Officer, Eastern Division (North), Trincomalee, on Wednesday, February 17, 1926, at 9.30 A.M. punctually, subject to the following conditions:—

1. The ebony will be put up either singly or in lots to suit buyers at a rate per cubic foot and the firewood by cubic yard or in one lot, and no advance of less than 25 cents per cubic foot of ebony and 10 cents per cubic yard of firewood will be accepted.

2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the Officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.

3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.

4. Measurements as recorded by the Divisional Forest Officer must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements and to present any differences promptly.

5. No ebony or firewood shall be removed before the payment of the full price bid and all timber and firewood must be removed from the depôt within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchaser until removed. Ebony and firewood not removed within ten days will be charged for at the rate of Re. 1 per log and 25 cents per cubic yard of firewood per day. Logs and firewood not removed from the depôt within one month will revert to the possession of the crown.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or the balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to lower price being realized at the resale, while if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.

7. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Divisional Forest Officer, and will hold good only at the particular sale at which it is produced.

8. Any further particulars can be obtained from the Divisional Forest Officer, Eastern Division (North), Trincomalee.

List of Ebony and Firewood.

5 ebony logs—46 cubic feet.
10 cubic yards of firewood.

R. M. WHITE,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, January 26, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Hakmana-Walasmulla road is closed to all cattle traffic at the Denagama bridge for a period of ten days from the date hereof.

The Kachcheri, A. N. STRONG,
Matara, January 22, 1926. Assistant Government Agent.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that Tangalla-Wiraketiya Minor road from the Sanitary Board limit to Wiraketiya is closed to all cattle traffic for a further period of ten days from the date hereof.

The Kachcheri, R. M. M. WORSLEY,
Hambantota, January 18, 1926. Assistant Government Agent.

Rinderpest.

WHEREAS rinderpest exists in the village of Talawa in East Giruwa pattu of 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.

This proclamation shall take effect from the date hereof.

Boundaries of the Area referred to.

North: The village limits of Kudagoda and of Kariyamaditta.

East: The village limits of Dabarella and of Debokkawa.

South: The village limits of Debokkawa and of Kaluwagasyaya.

West: The village limits of Murungagasyaya.

S. P. WIJETUNGA,
Mudaliyar, East Giruwa Pattu.

January 18, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Wiraketiya-Dammulla road and Wiraketiya-Walasmulla road are closed to all cattle traffic for a further period of ten days from the date hereof.

R. M. M. WORSLEY,
Assistant Government Agent.

The Kachcheri,
Hambantota, January 22, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Ambalantota-Liyangahatota road is closed to all cattle for a further period of ten days from the date hereof.

R. M. M. WORSLEY,
Assistant Government Agent.

The Kachcheri,
Hambantota, January 22, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the road from Ranna to Wiraketiya is close to all cattle traffic for a further period of ten days from the date hereof.

R. M. M. WORSLEY,
Assistant Government Agent.

The Kachcheri,
Hambantota, January 22, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Walasmulla-Hakmana road as far as the Matara District boundary is closed to all cattle traffic for a period of ten days from the date hereof.

R. M. M. WORSLEY,
Assistant Government Agent.

The Kachcheri,
Hambantota, January 23, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Wellawaya-Kirinda road between the bridge over Kirindi-oya and Kirinda is closed to all cattle traffic for a further period of ten days from the date hereof.

R. M. M. WORSLEY,
Assistant Government Agent.

The Kachcheri,
Hambantota, January 25, 1926.

Rinderpest.

WHEREAS rinderpest exists in the village of Medagoda in West Giruwa pattu, Hambantota District: It is hereby proclaimed under the provisions of sections 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.

This proclamation shall take effect from the date hereof.

*Boundaries of the Area referred to.***Medagoda.**

North: Goonadeniya.

East: Pillewela.

South: Kumbukmulla.

West: Dimbulgoda and Attanayala.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

January 18, 1926.

Rinderpest.

WHEREAS rinderpest exists in the village of Doluwakgoda in West Giruwa pattu, Hambantota District: It is hereby proclaimed under the provisions of sections 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.

This proclamation shall take effect from the date hereof.

*Boundaries of the Area referred to.***Doluwakgoda.**

North: Paddapitiya.

East: Talahaganwaduwa.

South: Udawauwa and Warakagoda.

West: Udawauwa, Kanumuldeniya, and Natuwala.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

January 23, 1926.

Rinderpest.

WHEREAS rinderpest exists in the village of Kanumuldeniya south in West Giruwa pattu, Hambantota District: It is hereby proclaimed under the provisions of sections 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.

This proclamation shall take effect from the date hereof.

*Boundaries of the Area referred to.***Kanumuldeniya South.**

North: Walasmulla.

East: Notuwala.

South: Doluwakgoda.

West: Kandaboda pattu.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

January 23, 1926.

Rinderpest.

WHEREAS rinderpest exists in Diyapota wasama in Diyapotagama pattu of Kolonna korale in Ratnapura District: 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.

This proclamation shall take effect from the date hereof.

Boundaries of the Area referred to.

North by the village limit of Omalpe.

East by the village limit of Walalgoda wasama.

South by the korale boundary between Kolonna korale and West Giruwa pattu.

West by ditto and the village limit of Dorapane.

K. P. BANDA,
Ratemahatmaya.

January 21, 1926.

Rinderpest.

WHEREAS rinderpest exists in the village of Godawela in Omalpe wasama in Diyapotagama pattu of Kolonna korale in Ratnapura District: 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.

This proclamation shall take effect from the date hereof.

Boundaries of the Area referred to.

North by Makulutota-oya.

East by Wisamitura.

South by the village limit of Diyapota.

West by the village limit of Dapane wasama.

K. P. BANDA,
Ratemahatmaya.

January 22, 1926.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Aluketiyawa in Aluketiyawa wasama in Bintenna korale, in Bintenna division of the Province of Uva: I, W. Madugalla, Ratemahatmaya, of Bintenna division, 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:—

Boundaries.

North by the 14th milepost on the road to Wewatta.

East by the hill on the road to Kathalkumbura.

South by the kandura on the road to Kitulewala.

West by the Ulhitiyawa-oya.

This declaration shall take effect from the date hereof.

W. MADUGALLA,
Ratemahatmaya, Bintenna.

January 14, 1926.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Illuktennepattiya in Wewelhinnegama in Medagama wasama in Rilpola korale of Yatikinda division in the Province of Uva: I, H. B. Katugaha, Ratemahatmaya of Yatikinda, 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:—

Boundaries.

North by Kohilekandura.

East by road above Kandearawegama.

South by Ittegaldowekandura.

West by road.

This declaration shall take effect from the date hereof.

H. B. KATUGAHA,
Ratemahatmaya, Yatikinda.

January 17, 1926.

Foot-and-Mouth Disease

WHEREAS foot-and-mouth disease has broken out at Lenawihare estate in Lenewehera, in Ihalawisideke korale east of Hiriyala hatpattu of Kurunegala District of the North-Western Province: It is hereby declared in terms of sections 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 Kuda-oya, south by village limits of Telembugalla and Deduru-oya, east by village limit of Dodangaslanda, west by Kuda-oya and Dedru-oya.

This declaration shall take effect from the date hereof.

P. B. MADAHAPOLA,
Ratemahatmaya, Hiriyala Hatpattu.

January 23, 1926.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying at the Indian Goods Shed, Maradana, beyond the time allowed by law, will be sold by public auction on Tuesday, March 2, 1926, at 1 P.M., unless previously cleared. Goods sold must be cleared on or before Friday, March 5, 1926:—

Name and Date of Vessel. 1925.	Invoice No. and Date. 1925.	Name of Consignee.	Station.	Number and Description of Goods.
ss. Elgin, November 20 ..	263 November 11 ..	P. Moideen ..	Cannanore ..	1 case beedies
Do. November 20 ..	264 November 11 ..	do. ..	do. ..	1 case beedies
Do. November 23 ..	267 November 13 ..	K. Mohomed ..	do. ..	1 case beedies
Do. November 29 ..	272 November 19 ..	P. Moideen ..	do. ..	2 cases beedies
Do. November 29 ..	274 November 20 ..	P. Ahmed ..	do. ..	1 case beedies
Do. December 9 ..	288 December 3 ..	Abu Ebrahim & Co. ..	do. ..	1 case beedies
Do. December 9 ..	287 December 3 ..	P. Ahamed ..	do. ..	1 case beedies
Do. December 9 ..	282 December 3 ..	P. Moideen ..	do. ..	3 cases beedies
Serial No. 1524 ..	W. Bill No. 24/16 August 14 ..	M. Hussain Khan ..	Tinnevely Junction ..	1 case beedies
Serial No. 1545 ..	W. Bill No. 1/50 August 17 ..	S. W. Mari-kar ..	Salem Town ..	1 case beedies

H. M. Customs,
Colombo, January 12, 1926

C. H. COLLINS,
for Principal Collector.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Wednesday, December 2, 1925, at 3 p.m.

The Council met this day at 3 p.m., pursuant to notice, dated November 25, 1925.

Present :—Mr. H. E. Newnham, C.C.S., Chairman; Mr. C. P. Dias, J.P.; the Hon. Mr. N. H. M. Abdul Cader, M.L.C.; Mr. H. L. de Mel, C.B.E.; Dr. E. V. Ratnam; Mr. W. Philips; Mr. R. L. Pereira; Mr. G. Adamjee Lukinjee; Mr. W. E. V. de Rooy; Mr. A. J. Wikwar; the Hon. Mr. L. Macrae, M.L.C.; Dr. G. Thornton; Mr. A. H. Morgan; Mr. J. S. Collett; Mr. A. H. F. Clarke; Mr. T. G. Jayewardene, V.D., J. P.; and Mr. N. R. Blande.

1. The Minutes of the General Meeting of November 4, 1925, having been previously printed and copies thereof having been sent to each Member of Council were taken as read.

Resolved that the Minutes of the General Meeting of November 4, 1925, be confirmed.

2. Pursuant to notice, Mr. T. G. Jayewardene presented a petition from the President and the Hony. Secretaries of the Colombo Vehicle Men's Union regarding the increase of rents in the city, and praying that an inquiry should be instituted.

The petition was accepted and referred to the four Standing Committees for consideration.

3. In the absence of Dr. E. A. Coorey, Dr. E. V. Ratnam asked the following questions standing in the name of the former :—

Will the Chairman be pleased to state—

(1) In view of the policy of this Council of opening free Municipal dispensaries in the different wards of the city, whether the Chairman will consider the desirability of establishing three such dispensaries, 1 in Wellawatta, 1 in Bambalapitiya, and 1 in Timbirigasyaya in Wellawatta Ward, which covers about one-fourth the entire area of the city?

(2) (a) The number of metal quarries in Wellawatta Ward licensed for 1925; (b) the number of abandoned metal quarries in Wellawatta Ward; (c) in view of the danger to public health caused by the existence of these collections of foul and stagnating water in (b), what steps, if any, the Chairman intends taking to have these pits closed down.

(3) (a) What is the immediate cause of the notice that the standpipe in Pereira lane, Wellawatta Ward, will be removed in three months; (b) if the cause of the notice is a nuisance, will the Chairman be pleased to state whether the nuisance cannot be abated without removing the standpipe; (c) whether the Chairman is aware that standpipes of this kind are used mainly by the poor residents of the locality; (d) whether it is proposed that notices should be issued to all persons who use the standpipe; (e) what the object is of limiting the notice to 11 persons who are presumably well-to-do house owners.

(4) (a) Whether the water main in Vajira road (Wellawatta Ward) which is a private lane was laid by this Council or by a private individual or individuals; (b) if the latter had the Council to pay any sums of money as compensation for putting up the standpipe in this lane, and if so, how much.

(5) Whether there is an official appointed by this Council to make a full report of proceedings at its meetings, and if not, whether it is not desirable to appoint one.

The Chairman replied as follows :—

(1) The Chairman will obtain a report on the proposal, and will submit it to the Committees for their advice.

(2) (a) One metal quarry has been licensed in Wellawatta Ward for 1925; (b) there are reported to be 14 abandoned quarries in the Ward; (c) most of the quarries are reported to contain fish and comparatively few mosquito larvae. To cause the owners to fill them up would throw on them an enormous expense. The advice of the Sanitation Committee will be sought as to what action should be taken.

(3) (a) The immediate cause of the notice of the proposal to remove the standpipe in 3 months was a complaint from a resident in Pereira lane that the waste water caused a nuisance. The Waterworks Engineer visited the place and reported that the complaint was well founded; (b) as there is no drainage in the lane the nuisance is unavoidable so long as the standpipe remains; (c) the standpipe is used by those in the vicinity, whether poor or not, who have no private water service. They informed the Waterworks Engineer that they were anxious to have a private water service, but that the house owners would not provide it. The houses are of the type by which such a private service is usually taken; (d) the Inspector orally informed the occupants in the vicinity of the proposal; (e) the formal notice was sent as usual to the owners of the surrounding properties, whether well-to-do or not, as it is their business and not that of the occupiers to provide the private service. The standpipe will remain until ample time has been given for the connections to be made.

(4) (a) The 3-inch water main was laid in Vajira road as follows :—225 yards by the Public Works Department at some time before 1908, i.e., before the waterworks were transferred to the Council; 331 yards in 1923 at the cost of a landowner to be distributed among the other owners of property; 213 yards in 1923-24 at the cost of the Council to be recovered from the owners of property. Two-thirds have already been so recovered; (b) the 2 standpipes were erected by the Public Works Department before 1908 on the section laid by them and there was, therefore, no question of the payment of compensation to any private party; (c) it should be added that there appears to be some doubt as to whether this road has been always regarded as a "private lane."

(5) There is at present no such official—whether it is desirable to appoint one is a matter for Council to decide.

4. Pursuant to notice, Mr. T. G. Jayewardene asked the following questions :—(1) (a) Will the Chairman be pleased to state the quantity of metal used on the different roads, and cost of same delivered at site during 1924, and the first three quarters of 1925 under the following heads :—(i.) Metal turned out by departmental labour, (ii.) metal turned out by contractors from Municipal quarries, (iii.) metal supplied by contractors from private quarries; (b) will the Chairman also inquire from the Director of Public Works at what average price per cube, delivered at site, he obtained metal for the following roads within a distance of about half a mile from the Municipal boundary during the same period :—(i.) Colombo-Galle road, (ii.) Colombo-Cotta road, (iii.) Colombo-Avissawella road, (iv.) Colombo-Negombo road.

(2) As a very large area of land protected from floods under the South Colombo Flood Protection Scheme is too low for building purposes, and as earth for reclaiming such lands is unobtainable in the town, or its vicinity except at a prohibitive cost, will the Chairman be pleased to inquire if Government, now that a large quantity of rolling stock will soon be available on the completion of the duplication of the main line, will consider favourably a request from this Council to transport earth from Crown land in the vicinity of the railway, and unload same at convenient places on payment so that such earth may be sold to the public by this Council at cost price.

The Chairman replied as follows :—(1) That the information desired in (1) (a) and (b) was laid on the table and would be incorporated in the Minutes.

Information referred to:—(1) (a) (i.) 5,354·05 cubes 2 inch metal at a cost of Rs. 124,535·03, (ii.) 2,995·71 cubes 2 inch metal at a cost of Rs. 58,130·65, (iii.) 13,312·96 cubes 2 inch metal at a cost of Rs. 250,854·96; (b) the Director of Public Works states that the figures were:—(i.) Colombo-Galle road, per cube, Rs. 13; (ii.) Colombo-Cotta road, per cube, Rs. 20; (iii.) Colombo-Avissawella road, per cube, Rs. 20; (iv.) Colombo-Negombo road, per cube, Rs. 20.

(2) Inquiries had already been made as to whether such lands could be filled with dredgings from the harbour or lake. Inquiries on the lines suggested have been made on receipt of the question.

5. Pursuant to notice, the Hon. Mr. N. H. M. Abdul Cader asked the Chairman:—Will the Chairman be pleased to inform the Council the number of registered dairies existing in the city giving the names of the dairymen, assessment numbers, and streets in which the dairies are situated, the dates of registration, number of convictions and fines, and cancellation of registration (if any) giving reasons for such cancellations.

The Chairman replied as follows:—The detailed information requested is tabled showing that there are at present 54 registered dairies in the city, and that during 1925 up to date there have been in all 130 convictions in the case of 36 of them. There have been no cancellations of registration during the year.

6. Pursuant to notice, the Chairman moved—We, the Municipal Council of Colombo, desire, with humble duty, to tender to His Majesty the King and the Royal Family our deepest sympathy on the occasion of the death of Her Majesty Queen Alexandra. Mr. C. P. Dias seconded. Carried unanimously, all the Members standing.

7. It was resolved that the following motion standing in the name of Dr. E. A. Coorey be postponed at his request as the matter was being considered by the Standing Committees on Municipal Works and Finance:—That a standpipe be constructed at Joseph Frazer road near the corner of Police Park, Wellawatta, for the use of the poor residents in the neighbourhood.

8. Pursuant to notice, Mr. T. G. Jayewardene moved that this Council resolves that section 5 of the by-laws framed under "The Housing and Town Improvement Ordinance, No. 19 of 1915," and published in the *Ceylon Government Gazette*, No. 7,449 of March 6, 1925, in regard to the western boundary of the Dematagoda offensive and dangerous trade area be altered to read as follows:—West by the Kelani Valley Railway line to the Main line, the Main line to a point opposite Floor's lane, and thence by a straight line to the junction of Panchikawatta road with Skinner's road south, Skinner's road south to its junction with San Sebastian Canal. Mr. C. P. Dias seconded.—Carried.

9. Pursuant to notice, Mr. C. P. Dias moved that a Committee be appointed to consider and recommend to the Council the most practicable ways of increasing the milk supply in the town, and making it possible for Municipal officers to have a real control over the milkmen, and that the Committee consist of the Members of the Sanitation Committee with Mr. T. G. Jayewardene and the mover. Mr. T. G. Jayewardene seconded.—Carried.

10. Pursuant to notice, Mr. N. R. Blande moved that a Committee consisting of Members of this Council be appointed to consider the desirability or otherwise of continuing or revising the arrangements under which this Council purchases its requirements through Agents in London, and that the Committee consist of the members of the Works and Finance Committees with Mr. H. L. de Mel, Mr. T. G. Jayewardene, and the mover. Mr. H. L. de Mel seconded.—Carried.

Mr. C. P. Dias moved that the Council do go into Committee to consider items Nos. 11 to 18 (inclusive) on the Agenda. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

The following extracts from the Minutes of the Standing and the Special Committees named were then laid before the Council in Committee:—

Extracts from the Minutes of the Standing Committee on Sanitation and Markets of October 19, 1925.

(7) To consider a memorandum of the Chairman, dated October 6, 1925, regarding the question of framing by-laws restricting motor lorry traffic on certain roads in the city. Recommended that motor lorries be allowed on all roads in Colombo with the exception of the following:—Shorts road, Galle Face Centre road, Regent street between Dean's road and 3rd division, Maradana, Norris Canal road between Regent street and 3rd division Maradana, Dean's road and Alexandra place from Foster lane to Rosmead place, Chekku street, Jampettah street, 1st Division Maradana from Skinner's road South—Maradana Junction to Panchikawatta—Maradana Junction, and Hulftsdorp street from San Sebastian street—Lockgate Junction to Dam street, and Belmont street.

Resolution.

With regard to item No. 7 it was resolved that the matter be considered in connection with the recommendation of item No. 8 of the extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of November 18; 1925.

Extracts from the Minutes of the Standing Committee on Sanitation and Markets of November 16, 1925.

(2) To consider a memorandum of the Chairman, dated October 28, 1925, with regard to the proposal of the Medical Officer of Health for the creation of a post of Relieving Apothecary for the Municipal free dispensaries.—Recommended that the post of Relieving Apothecary be created from January 1 next, on a salary of Rs. 1,200 rising by increments of Rs. 96 a year to Rs. 2,400 a year.

(4) To consider:—(a) The correspondence with regard to the proposal to purchase motion picture films on public health; (b) a memorandum thereon of the Chairman dated November 2, 1925.—Recommended that a sum of Rs. 1,000 be voted for the purchase of the three films specially recommended by the Medical Officer of Health.

(5) To consider the question of the appointment of a successor to Dr. E. R. Loos, 2nd Assistant Medical Officer of Health, on his retirement from the Council's service in August, 1926.—Recommended that applications be called for in Great Britain and Ceylon from Ceylonese with the D. P. H. or similar public health qualifications.

(6) To consider:—(a) The correspondence with regard to the dairy at No. 14, Stafford place (formerly known as 85/87, 2nd Division Maradana); (b) a report of the Medical Officer of Health; (c) two memoranda thereon of the Chairman.—Recommended that the resolution of the Sanitation Committee of October 19, 1925, be re-affirmed substituting December for November.

Resolution: That the dairyman be informed that his licence will be cancelled from the end of November as he has kept his premises in such a filthy condition.

(10) To consider:—(a) The correspondence with regard to the foul matter discharged into the harbour through the sewer near the Baggage Office; (b) a memorandum thereon of the Chairman inquiring (1) would you vote Rs. 900 for the silt pit and stating (2) the present nuisance is very considerable.—Recommended that silt pit be provided at a cost of Rs. 900.

(11) To consider:—(a) An application from W. D. Salim for the transfer of his beef stall at No. 4B/40, Vincent street, to No. 5/117, Vincent street, as the former premises are required by the Crown; (b) a report thereon of the Acting Municipal Treasurer.—Recommended.

(13) To consider:—(a) The correspondence with regard to the new Infectious Diseases Hospital at Angoda; (b) a memorandum thereon of the Chairman.—Recommended that an additional ambulance be provided at a cost not exceeding Rs. 3,500.

(14) To consider :—(a) A petition signed by 5 Sub-Inspectors of the Public Health Department praying that the resolution of Council of May 6, 1925, requiring them to pass a second examination towards the end of this year before they are confirmed as Inspectors be rescinded ; (b) a memorandum thereon of the Chairman.—Recommended that the resolution of Council of May 6, 1925, in regard to the test required prior to confirmation of the officers be not rescinded.

Resolutions.

With regard to item No. 13 it was resolved that the matter be considered in connection with the recommendation of item No. 32 of the extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of November 18, 1925.

With regard to item No. 14 (corresponding to item No. 2 of the extracts from the Minutes of the Standing Committee on Finance of November 18, 1925), Mr. H. L. de Mel moved that the percentage to be obtained in the test required be reduced to 50 per cent. Dr. E. V. Ratnam seconded.—Carried.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committees on Law and General Subjects of October 20, 1925.

(9) To consider a memorandum of the Chairman, dated October 6, 1925, regarding the question of the framing of the by laws restricting motor lorry traffic on certain roads in the city. Recommended that motor lorries be allowed on all roads in Colombo with the exception of the following :—Shorts road, Galle Face Centre road, Regent street between Dean's road and 3rd Division, Maradana, Norris Canal road between Regent street and 3rd Division, Maradana, Dean's road and Alexandra place from Foster lane to Rosmead place, Chekku street, Jampettah street, 1st Division, Maradana, from Skinner's road south—Maradana Junction to Panchikawatta—Maradana Junction, Hulftspoor street from San Sebastian street—Lockgate Junction to Dam street, and Belmont street.

(18) To consider :—(a) The question of constructing a standpipe at Joseph Frazer road near the corner of Police Park, Wellawatta, for the use of the poor residents in the neighbourhood ; (b) A report thereon of the Waterworks Engineer.—Recommended that the standpipe should not be connected with the private main, but with the public main and should be erected at the junction of the lane with the public road.

Resolutions.

With regard to item No. 9 it was resolved that the matter be considered in connection with the recommendation of item No. 8 of the extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of November 18, 1925.

With regard to item No. 18 it was resolved that the matter be considered in connection with the recommendation item No. 3 of the extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of November 18, 1925.

Extracts from the Minutes of the Standing Committee on Law and General Subjects of November 17, 1925.

(4) To consider :—(a) A memorandum of the Acting Municipal Treasurer forwarding a report from the officer who conducted the sale of premises No. 329/21, 2nd Fisher's lane ; (b) a memorandum of the Chairman, dated October 6, 1925, on the subject.—Recommended that the sale of the premises be cancelled and that the deposit together with a sum of Rs. 76.28 as follows be paid to the purchasers :—(a) Legal expenses incurred by them *re* preparation of the deeds of transfer, Rs. 52.50 ; (b) interest on deposit of Rs. 2,800 at 5 per cent. from September 5 to November 5, 1925, Rs. 23.78 ; total, Rs. 76.28.

(5) To consider :—(a) A report of the Acting Municipal Treasurer stating that the purchasers wish to cancel the sale of premises No. 4,104/70, Mutwal street ; (b) a memorandum thereon of the Chairman.—Recommended that the sale be cancelled and the deposit be refunded.

(8) To consider a memorandum of the Chairman, dated October 5, 1925, regarding the taxation of totalizator or betting.—Recommended that Government be asked to pass legislation to enable local authorities to tax totalizator betting at a rate not exceeding 5 per cent. on the amount staked.

(9) To consider :—(a) The question raised by Mr. T. G. Jayewardene, M.M.C., in Council on October 7, 1925, regarding repairs to tramway routes ; (b) a report of the Municipal Engineer ; (c) a memorandum thereon of the Chairman.—Recommended that the Tramway Company be required to lay stone setts in accordance with paragraph 13 of their contract in Messenger street from Quarry road to Armour street, in 1st Division, Maradana, from Skinner's road to Panchikawatta in Grandpass from Armour street to Selby House.

10. To consider a memorandum of the Chairman, dated September 28, 1925, with regard to an application from Mr. P. G. Cooke on behalf of Mr. G. N. G. Wallis for permission to move a grain store and milling machine from Flower road to Timbirigasyaya.—Recommended that permission should not be granted for a grain store (for trade purposes) and a milling machine at Timbirigasyaya. A grain store may be allowed for the use of the stables only.

(11) To consider :—(a) A report of the Acting Municipal Treasurer, dated October 23, 1925, with regard to the block of Municipal Council land at Symond's road junction, in extent 3.55 perches, which was leased to Mr. N. D. H. M. Sahli for a period of 7 years from November 1, 1922 ; (b) a memorandum thereon of the Chairman.—Recommended that the lease be cancelled as from date of cancellation, and that the deposit of three months' rent be forfeited, and that all charges be paid by the lessee.

(12) To consider :—(a) The correspondence with regard to water service to lot No. 10, Alfred House premises.—(a) considered ; (b) a memorandum thereon of the Chairman, dated October 28, 1925, suggesting that the following resolution be adopted :—

Resolution :—With reference to the Council's resolutions of March 12 and May 14, 1924, the Council approves the extension of the water main recommended by the Waterworks Engineer to serve the subdivisions of block L and apportions the cost thereof by charging to Mr. H. P. Cosmas the sum of Rs. 319.11 in addition to the sum of Rs. 265.60, which he has already paid on account of the mains already laid ; (b) recommended that the resolution suggested by the Chairman be adopted.

(13) To consider under section 52 (2) of "The Housing and Town Improvement Ordinance, No. 19 of 1915," a report of the Chairman regarding the Kollupitiya Street Widening Scheme.—Recommended that the widening be carried out under "The Land Acquisition Ordinance, No. 3 of 1876."

(15) To recommend reconveyance of premises No. 769/122, Old Moor street, vested in Council to (1) Sahul-Hamid (undivided two-thirds), (2) Noorul-Hidaya (undivided one-third), on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 937.96 has been paid up to and including the 2nd quarter, 1925).—Recommended.

(16) To consider :—(a) An application from Messrs. Julius & Creasy, Council's lawyers, requesting that the fees charged by them for the examination of the titles to properties vested in the Council be increased ; (b) a report thereon of the Acting Municipal Treasurer.—Recommended that the Council do agree to Rs. 52.50 as a minimum charge.

(21) To recommend reconveyance of premises No. 2,664/48, Pickerings road, vested in Council to John Domingo Casie Chetty on payment of all rates and costs which would have been due to up the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 499.70 has been paid up to and including the 2nd quarter, 1925).—Recommended.

(22) To recommend reconveyance of premises No. 142 D/98, Colombo-Galle road, vested in Council to Ismail Lebbe Marikar Edris of No. 10, Main street, Colombo, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in Council. (A sum of Rs. 661.97 has been paid up to and including the 3rd quarter, 1925).—Recommended.

Resolutions.

With regard to item No. 21 (corresponding to item No. 28 of the extracts from the Minutes of the Standing Committee on Finance of November 18, 1925), it was resolved that both properties, viz., premises Nos. 2,663/47 and 2,664/48, Pickerings road, vested in the Council be reconveyed to John Domingo Casie Chetty (two sums of Rs. 341.54 and Rs. 499.70 respectively have been paid up to and including the 2nd quarter of 1925 on the two properties respectively).

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

Extracts from the Minutes of the Special Meeting of the Standing Committee on Law and General Subjects of November 24, 1925.

(1) To consider :—(a) The correspondence with regard to the dairy at No. 14, Stafford place (formerly known as 85/87, 2nd Division, Maradana); (b) a report of the Medical Officer of Health; (c) two memoranda thereon of the Chairman.—Recommended that the resolution of the Sanitation Committee of October 19, 1925, be approved substituting "December" for "November" the Hon. Mr. Abdul Cader and Mr. R. L. Pereira dissenting.

Resolution: That the dairyman be informed that his licence will be cancelled from the end of November, as he has kept his premises in such a filthy condition.

(3) To consider the correspondence with regard to the establishment of hospitals or nursing homes for the treatment of tuberculosis.—Recommended that the Council adhere to the by-law.

Resolutions.

Resolved that the above recommendations of the Standing Committee be adopted.

Extracts from the Minutes of the Standing Committee on Finance of November 18, 1925.

(2) To consider :—(a) A petition signed by five Sub-Inspectors of the Public Health Department praying that the resolution of Council of May 6, 1925, requiring them to pass a second examination towards the end of this year before they are confirmed as Inspectors be rescinded; (b) a memorandum thereon of the Chairman.—Recommended that the resolution of Council of May 6, 1925, in regard to the test required prior to confirmation of the officers be not rescinded.

(3) To consider the applications received for posts of four temporary Assessing Inspectors.—Recommended that the following be appointed :—(1) Mr. H. F. Senaratna, (2) Mr. P. F. Fernando, (3) Mr. K. Valayuthan, and (4) Mr. J. F. Dias.

(4) To consider :—(a) An application from Mr. R. Chapman, Assessing Sub-inspector, that the Council waive the qualification required to promote him to the grade of an Inspector; (b) a report of the Municipal Assessor, (c) a memorandum thereon of the Chairman.—Recommended that Mr. Chapman be informed that he must obtain the Surveyor-General's licence in surveying and levelling before he can obtain the rank of Inspector.

(5) To consider :—(a) The correspondence with regard to the disposal of the fines in cruelty cases; (b) a memorandum thereon of the Chairman.—Recommended that the Chairman be authorized to address Government again on the subject.

(6) To consider :—(a) A report of the Acting Municipal Treasurer, dated October 1, 1925, regarding the carelessness in the recovery of rates by Mr. G. J. Dick of his Department who is at present transferred to the Municipal Engineer's Department; (b) the explanation of Mr. G. J. Dick; (c) a memorandum of the Chairman on the subject.—Recommended that Mr. Dick be called upon to pay the sum of Rs. 138.82.

(7) With regard to the list of judgment debtors in the Court of Requests, Colombo, during the months of July and August, 1925, to consider :—(a) The explanation of Mr. T. A. Barris, Guides' Inspector; (b) a memorandum thereon of the Chairman inquiring "Should we prohibit all our officers from guaranteeing loans on behalf of others?"—Recommended that the whole staff of the Council be informed that the guaranteeing of loans for others by members of the Colombo Municipal service is forbidden.

(8) To consider a memorandum of the Acting Municipal Treasurer, dated October 20, 1925, regarding leave to Mr. W. G. Blacker, Sanitary Inspector, Public Health Department, recommending :—(a) That under rule 6 of the Municipal Council Leave Minute excess leave of further 14 days, making 32 days over 42 days granted to him during 1925 be sanctioned; (b) that under rule 10 (1) of the Municipal Council Leave Minute he may be granted 91 days leave in respect of 1924 and 1925; (c) that under rule 10 (iii.) of the Municipal Council Leave Minute 4 days' leave in excess of 91 days be granted out of the available lapsed vacation leave of 45 days in respect of 1922 and 1923.—Recommended (a), (b), and (c).

(9) To consider the tenders received for the supply of disinfectants for 1926.—Recommended that the tenders as recommended by the Medical Officer of Health be accepted.

(10) To consider :—(a) A further application from Mr. W. H. de Fonseka, Revenue Collector, Maradana north, asking that his post be placed on an incremental scale similar to the Revenue Inspectors; (b) a memorandum thereon of the Chairman.—Recommended that the application be refused.

(11) To consider a memorandum of the Chairman, dated October 28, 1925, with regard to the proposal of the Medical Officer of Health for the creation of a post of Relieving Apothecary for the Municipal free dispensaries.—Recommended that the post of Relieving Apothecary be created from January 1 next on a salary of Rs. 1,200 rising by increments of Rs. 96 a year to Rs. 2,400 a year.

(12) To consider :—(a) An application from the Clerical Staff of the Rates Branch of the Municipal Treasurer's Department asking that the grant of extra remuneration for extra work performed by them be continued; (b) a memorandum thereon of the Chairman.—Recommended that the application be not granted.

(13) To consider :—(a) An application from the Revenue Inspectors asking that they be granted the usual annual bonus for the extra work performed by them during the current year in connection with the recovery of assessment rates; (b) a report of the Acting Municipal Treasurer.—Recommended that the application be not granted.

(14) To consider :—(a) The correspondence with regard to the proposal to purchase motion picture films on public health; (b) a memorandum thereon of the Chairman, dated November 2, 1925.—Recommended that a sum of Rs. 1,000 be voted for the purchase of the three films specially recommended by the Medical Officer of Health.

(16) To recommend reconveyance of premises No. 769/122, Old Moor street, vested in Council to (1) Sahul Hamid (undivided two-thirds), (2) Noorul Hidayah (undivided one-third) on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed had the property not been vested in the Council. (A sum of Rs. 937.96 has been paid up to and including the 2nd quarter, 1925).—Recommended.

(17) To consider in terms of the resolution of Council of July 1, 1925, a report of the Acting Municipal Treasurer, dated November 2, 1925, with regard to the security to be furnished by the Municipal Council officers.—Recommended that the officers who are in charge of stores and property of the value of Rs. 500 and over should give security, and that the Council pay the premia. (For list of officers, *vide* Annexure A).

(18) To consider :—(a) An application from Messrs. Julius & Creasy, Council's lawyers, requesting that the fees charged by them for the examination of the titles to properties vested in the Council be increased; (b) a report thereon of the Acting Municipal Treasurer.—Recommended that the Council do agree to Rs. 52.50 as a minimum fee.

(19) To consider the question of the appointment of a successor to Dr. E. R. Loos, 2nd Assistant Medical Officer of Health, on his retirement from the Council's service in August, 1926.—Recommended that applications be called for in Great Britain and Ceylon from Ceylonese with the D. P. H. or similar public health qualification.

(20) To consider :—(a) The quotations received (through the Council's agents) for the supply of stationery—(a, considered; (b) the recommendation of the Acting Municipal Treasurer that the quotation of Messrs. Rapkin & Co., Ltd. be accepted for all the items specified in the indent attached to the papers, with the exception of item No. 6 for white blotting paper, which may be purchased from Messrs. Waterlow & Sons, Ltd.

Note.—The cost will amount to £938.16s.6d., plus £107 freight approximately, and this will at first be charged to Advance Account, Purchase of Stores, and debited to sanctioned votes as and when the stationery is drawn from the Stores—(b) Recommended.

(21) To consider a memorandum of the Acting Municipal Treasurer, dated November 5, 1925, regarding leave to Mr. J. D. M. Perera, Clerk, Municipal Engineer's Department, recommending :—(a) That under section 6 of the Municipal Council Leave Minutes excess leave of 19 days over 42 days granted to him during 1925 be sanctioned; (b) that under section 10 (1) of the Municipal Council Leave Minute he may be granted 91 days' leave in respect of 1924 and 1925; (c) that under section 10 (iii.) of the Municipal Council Leave Minute he may be granted 17 days' leave out of the lapsed vacation leave of 57 days available in respect of 1922 and 1923.—Recommended (a), (b), and (c).

(22) To consider a report, dated November 7, 1925, from the Acting Municipal Treasurer recommending that the arrears of rates amounting to Rs. 137.26 per list attached to the report (six cases on grounds of poverty and two cases irrecoverable owing to demolition of buildings) be written off.—Recommended.

(23) To consider :—(a) An application from Mr. C. W. Pate, Veterinary Surgeon, for an advance of Rs. 1,800 in order to enable him to purchase a motor car for official duties—(a) considered; (b) the recommendation of the Acting Municipal Treasurer that the advance be made on the usual terms, viz., that the amount be re-paid within 12 months in equal instalments together with interest at 5 per cent. a year on the monthly balance outstanding from time to time—(b) Recommended.

(24) To consider an application from the Acting Municipal Treasurer recommending that Mr. J. G. Balthazaar, Revenue Inspector of his department, be granted further half-pay leave of 17 days from October 2 to October 18, 1925, as he resumed duties on October 19, 1925.

Note.—Council had already sanctioned 139 days' half-pay leave up to October 1, 1925.—Recommended.

(25) To consider an application from the Librarian, Public Library, for supplemental provision of Rs. 500 under vote M.2 "Maintenance—Public Library," as the funds available on the vote are insufficient to carry on till the end of the year.

Note.—A sum of Rs. 2,000 was sanctioned by Council.—Recommended.

(26) To consider a memorandum of the Acting Municipal Treasurer, dated November 16, 1925, regarding leave to Mr. F. E. Abeysekera, Sanitary Inspector, Public Health Department, recommending :—(a) That under section 6 of Municipal Council Leave Minute the excess leave of further 66 days, making 92 days over 42 days granted to him during 1925 be sanctioned; (b) that under section 10 (i.) of the Municipal Council Leave Minute he may be granted 91 days' leave; (c) that under section 10 (iii.) of the Municipal Council Leave Minute he may be granted 57 days' leave out of the available lapsed vacation leave of 81 days in respect of 1915, 1916, 1917, and 1918 (*vide* resolution of Council of September 9, 1925, re interpretation of section of 10 (iii.)) —Recommended (a), (b), and (c).

(27) To consider a memorandum of the Municipal Assessor regarding the service of assessment notices, under section 222 of Ordinance No. 6 of 1910, and recommending that peon R. P., Daniel of his department be granted a bicycle allowance of Rs. 10 a month.—Recommended.

(28) To recommend reconveyance of premises No. 2,664/48, Pickering's road, vested in Council to John Domingo Casie Chetty on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed had the property not been vested in the Council. (A sum of Rs. 499.70 has been paid up to and including the 2nd quarter, 1925).—Recommended.

(29) To recommend reconveyance of premises No. 142D/98, Colombo-Galle road, vested in Council to Ismail Lebbe Marikar Edris of No. 10, Main street, Colombo, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 661.97 has been paid up to and including the 3rd quarter, 1925).—Recommended.

(30) To consider a memorandum of the Acting Municipal Treasurer, dated November 16, 1925, regarding the three grain boutiques at Borella market which were converted into meat stalls and recommending that these be rented out at Rs. 90 a month each.—Recommended.

Resolutions.

With regard to item No. 2, *vide* resolution of Council on page 255 of these Minutes in connection with the recommendation of item No. 14 of the extracts from the Minutes of the Standing Committee on Sanitation of November 16, 1925.

With regard to item No. 6, Mr. C. P. Dias moved that the consideration of the matter be deferred, and that the papers be re-circulated to all the Members of Council. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

With regard to item No. 28, *vide* resolution of Council on page 257 of these Minutes in connection with the recommendation of item No. 21 of the extracts from the Minutes of the Standing Committee on Law and General Subjects of November 17, 1925.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committee on Municipal Works of November 18, 1925.

(2) To consider the proposal to change the following double-barrelled names of roads as mentioned :—(2) Bambalapitiya road, Pamankada road, Pamankade-Bambalapitiya road, (i.e., from Buller's road to the Pamankade bridge) to Bambalapitiya road.—Recommended that it be called Kesbewa road.

(3) To consider a memorandum of the Chairman, dated September 28, 1925, with regard to an application from Mr. P. G. Cooke on behalf of Mr. G. N. G. Wallis for permission to move a grain store and a milling machine from Flower road to Timbrigasyaya.—Recommended that permission should not be granted for a grain store (for trade purposes) and a milling machine at Timbrigasyaya. A grain store may be allowed for the use of the stables only.

(4) To consider the correspondence with regard to the proposed erection of a taxi stand near the junction of Queen street and Chatham street, Fort, on the space coloured red in the plan attached to the papers.—Recommended.

(5) To recommend under section 18 (4) in pursuance of the proviso under rule 8 (1) of Ordinance No. 19 of 1915 street lines for the lane leading through premises No. 71, Wellawatta road to Fireworks lane, as indicated in plan No. 342, dated August 18, 1925, signed by Mr. N. M. Ingram, Municipal Engineer.—Recommended.

Resolutions.

With regard to item No. 2, Mr. T. G. Jayewardene moved that the road be called "Havelock road" and that the present "Havelock road" be called "Skelton road." Mr. W. E. V. de Rooy seconded.—Carried.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of November 18, 1925.

(2) To consider a memorandum of the Chairman dated November 10, 1925, with regard to the question of re-organization of the Municipal stores.—Recommended that the waterworks specialized stores be handed back to the Waterworks Engineer, and that the Waterworks Engineer be authorized to draw two months' supply of ordinary stores from the Suduwella stores.

Resolved that the question of the re-organization of the Municipal stores be deferred till the return of the Municipal Treasurer, Mr. G. H. N. Saunders.

(3) To consider :—(a) The question of erecting a standpipe at Joseph Frazer road near the corner of Police park, Wellawatta, for the use of the poor residents in the neighbourhood; (b) a report thereon of the Waterworks Engineer.—Recommended that the standpipe be erected if the trustees of the Joseph Frazer Home agree thereto, on the payment to them of the cost of laying the main from the junction to the standpipe.

(4) To consider :—(a) An application from the Vice-Admiral, Commander-in-Chief, East Indies Station, for a rebate in the charges for the supply of water to H. M. ships; (b) a memorandum thereon of the Chairman.—Recommended that the Council regret that no reduction can be made.

(5) To consider :—(a) The correspondence with regard to the water service to lot No. 10, Alfred house premises.—(a) considered; (b) a memorandum thereon of the Chairman dated October 28, 1925, suggesting that the following resolution be adopted :—*Resolution* : With reference to the Council's resolutions of March 12 and May 14, 1924, the Council approves the extension of the water main recommended by the Waterworks Engineer to serve the subdivisions of block L, and apportions the cost thereof by charging to Mr. H. P. Cosmas, the sum of Rs. 319·11, in addition to the sum of Rs. 265·60, which he has already paid on account of the mains already laid.—(b) Recommended.

(6) To consider :—(a) A memorandum of the Waterworks Engineer dated October 14, 1925, forwarding his report on the completion of Labugama dam work asking that he may be granted special remuneration for work performed by him as Engineer of the scheme; (b) an application from Mr. Y. S. David, Superintendent, Labugama, asking that, in view of the special services rendered by him, he may be promoted to the third grade of the Engineering Staff; (c) a memorandum thereon of the Chairman.—Recommended (a) That Mr. W. M. Thynne be granted Rs. 10,000 as special remuneration for the work performed by him as Engineer of the scheme; (b) that Mr. T. B. Stewart be granted Rs. 2,000 as special remuneration for his share of the work; (c) that Mr. Y. S. David be granted Rs. 1,000 as special remuneration for his share of the work.

(8) To consider a memorandum of the Chairman dated October 6, 1925, regarding the question of framing by-laws restricting motor lorry traffic on certain roads in the city.—Recommended that motor lorries be allowed on all roads in Colombo, with the exception of the following :—Shorts road, Galle Face Centre road, Regent street between Dean's road and 3rd Division, Maradana, Norris canal road between Regent street and 3rd Division, Maradana, Dean's road and Alexandra place from Foster lane to Rosmead place, Chekku street, Jampettah street, 1st Division, Maradana, from Skinner's road south, Maradana junction to Panchikawatta—Maradana junction, Hulftsdorp street from San Sebastian street—Lockgate junction to Dam street, Belmont street. Provided that the Chairman may give permission in writing for the use of any of these roads by a motor lorry.

(9) To consider :—(a) A memorandum of the Acting Municipal Treasurer dated October 5, 1925, forwarding a report from the officer who conducted the sale of premises No. 329/21, Second Fisher's lane; (b) a memorandum thereon of the Chairman.—Recommended that the sale of premises be cancelled, and that the deposit together with a sum of Rs. 76·28 as follows be paid to the purchasers :—(a) Legal expenses incurred by them re preparation of deeds of transfer, Rs. 52·50; (b) interest on deposit of Rs. 2,800 at 5 per cent. from September 5 to November 5, 1925, Rs. 23·78; total, Rs. 76·28.

(10) To consider :—(a) The report of the Acting Municipal Treasurer stating that the purchasers wish to cancel the sale of premises No. 4,104/70, Mutwal street; (b) a memorandum thereon of the Chairman.—Recommended that the sale be cancelled and the deposit be refunded.

(11) To consider :—(a) A report of the Acting Municipal Treasurer dated October 23, 1925, with regard to the block of Municipal Council land at Symond's road junction, in extent 3·55 perches, which was leased to Mr. N. D. H. M. Sahli for a period of seven years from November 1, 1922; (b) a memorandum thereon of the Chairman.—Recommended that the lease be cancelled as from date of cancellation, and that the deposit of three months' rent be forfeited, and that all charges be paid by the lessee.

(12) To consider an application from Mr. S. J. Edwards for the payment to him of Rs. 13,872·95 on account of architect's fees.—Recommended.

(13) To consider :—(a) The correspondence with regard to the Hydro-Electric Scheme; (b) a memorandum thereon of the Chairman dated October 28, 1925.—Recommended that the Chairman should again address Government on the subject.

(14) To consider, under section 52 (2) of "The Housing and Town Improvement Ordinance, No. 19 of 1915," a report of the Chairman regarding the Kollupitiya Street Widening Scheme.—Recommended that the widening be carried out under "The Land Acquisition Ordinance, No. 3 of 1876."

(15) To consider :—(a) A report of the Waterworks Engineer dated October 16, 1925, forwarding tenders received for the installation of an electric lighting plant at Labugama recommending that the tender of Messrs. Fentons, Ltd., of Rs. 9,025 be accepted.—(a) Considered; (b) a memorandum thereon of the Chairman.

Note.—Funds are provided under sanctioned vote K 22 of 1924, "Installation of electric lighting plant."—(b) Recommended.

(16) To consider :—(a) An application from Mr. B. K. Lye for water service to his premises in Fussel's lane, Wellawatta.—(a) Considered; (b) a plan and an estimate of Rs. 700 from the Waterworks Engineer for laying a water main in Fussel's lane for a distance of 71 yards.

Note.—The Council on February 4, 1925, sanctioned the laying of a 3-inch diameter water main in Fussel's lane for a distance of 167 yards at an estimated cost of Rs. 1,379 on three of the property owners, viz., Messrs. B. K. Lye, W. P. Fernando, and Mrs. W. James Fernando promising to pay their shares which amount to Rs. 1,086·48. This amount not having been deposited as promised the main was not laid.

The Waterworks Engineer recommends that the main be laid by the Council as far as the property of Mr. B. K. Lye, i.e., for a distance of 71 yards, until the other owners pay their proportions of cost. Mr. Lye is willing to pay his share of Rs. 152·35.—(b) Recommended.

(17) To consider the plans and detailed estimates of the Municipal Engineer as follows :—(a) Footpaths, railway road, Rs. 4,500; (b) footpaths, Saunder's place, Rs. 3,200; (c) footpaths, San Sebastian hill, Rs. 10,500; (d) footpaths, Bridge street, Rs. 8,750.

Note.—Provision is made in the draft Budget for 1926.—Recommended that (c) San Sebastian hill, Rs. 10,500, and (d) Bridge street, Rs. 8,750, be carried out, and that the detailed estimates be approved.

(18) To consider :—(a) The correspondence with regard to the foul matter discharged into the Harbour through the sewer near the Baggage office.—(a) Considered ; (b) A memorandum thereon of the Chairman inquiring "(i.) Would you vote Rs. 900 for the silt pit, and stating (ii.) the present nuisance is very considerable."—(b) Recommended that silt pit be provided at a cost of Rs. 900.

(21) To consider the following detailed estimates of the Municipal Engineer regarding lighting—1926 Budget :—

	Amount. Rs. c.		Amount. Rs. c.
<i>(a) Maligakanda Lane, 2nd.</i>		<i>(e) Franciawatta Road.</i>	
250 yards 3-inch main ..	718 75	446 yards 3-inch main ..	1,282 25
3 gas lamps complete ..	300 0	6 gas lamps complete ..	600 0
	1,018 75		1,882 25
Annual cost of lighting 3 lamps ..	85 68	Annual cost of lighting 6 lamps ..	171 36
<i>(b) Paranawadiya Extension.</i>		<i>(f) East and West Baseline Road.</i>	
422 yards 3-inch main ..	1,213 25	880 yards 3-inch main ..	2,530 0
5 gas lamps complete ..	500 0	12 gas lamps complete ..	1,200 0
	1,713 25		3,730 0
Annual cost of lighting 5 lamps ..	142 80	Annual cost of lighting 12 lamps ..	342 72
<i>(c) Maligawatta Lane.</i>		<i>(g) Fife Road.</i>	
1,050 yards 3-inch main ..	3,018 75	528 yards 3-inch main ..	1,518 0
14 gas lamps complete ..	1,400 0	7 gas lamps complete ..	700 0
	4,418 75		2,218 0
Annual cost of lighting 14 lamps ..	399 84	Annual cost of lighting 7 lamps ..	199 92
<i>(d) Kelani-ganga Mills Road.</i>			
341 yards 3-inch main ..	980 37		
5 gas lamps complete ..	500 0		
	1,480 37		
Annual cost of lighting 5 lamps ..	142 80		

Recommended that the detailed estimates be approved.

(22) To consider the plans and detailed estimates from the Municipal Engineer regarding road paving—1926 Budget :—(a) Armour street, sett tracks, Rs. 28,000 ; (b) Front street, sett paving, Rs. 42,500 ; (c) Panchikawatta road, sett tracks, Rs. 45,000 ; (d) Seabeach road, improvements, Rs. 69,000 ; (e) Old Moor street and Quarry road, setts, Rs. 11,700 ; (f) Butcher's street, sett paving, Rs. 10,000 ; (g) Alexandra place, carpet, Rs. 39,000 ; (h) Third Cross street, Pettah, carpet, Rs. 20,000 ; total, Rs. 265,200.

Note.—The above sum of Rs. 265,200 exceeds by Rs. 8,200 the sum of Rs. 257,000, provided in the draft Budget for 1926. The Municipal Engineer reports that this is entirely accounted for by an item for laying an underground rain water drain in Seabeach road before the road surface is permanently dealt with. This item was omitted as unnecessary, but now proves to be essential and should be provided.—Recommended that the detailed estimates be approved pending the inclusion of the items in the Budget.

(23) To consider the detailed estimates as follows from the Waterworks Engineer regarding the extensions to water service. Funds are provided in the 1926 Budget :—K 19, valve and spindle hydrants (on account), Rs. 25,000 ; K 20, water main in Prince of Wales Avenue, Rs. 17,000 ; K 21, water main in Modera lane, Mutwal, Rs. 1,450 ; K 22, water main in Mosque lane, Mutwal, Rs. 1,050 ; K 23, water main in Nell's lane, Mattacooly, Rs. 3,650 ; K 24, water main in St. Mary's lane, Mattacooly, Rs. 1,400 ; K 25, water main in Pansala road, Kotahena, Rs. 1,450 ; K 26, water main in Vellon's passage, Slave Island, Rs. 1,120 ; K 27, water main in Prakrama road, Grandpass, Rs. 2,600 ; K 28, water main in Darley road, Rs. 1,862 ; K 30, installing two watering posts, Vuystwyke and Ferguson roads, Rs. 1,200.—Recommended that the detailed estimates be approved.

(25) To consider :—(a) The quotations received for the supply of 50 tons Indian first class teak squares ;—(a) Considered ; (b) The recommendation of the Municipal Engineer that the quotation of Messrs. Aitken, Spence & Co., at Rs. 191 per ton, be accepted.

Note.—The total cost will be Rs. 9,550, which will at first be charged to Advance Account, Purchase of stores, and debited to sanctioned votes as and when the teak is drawn from the stores.—(b) Recommended.

(26) To consider :—(a) The quotation received (through the Council's Agents from the sole proprietors and manufacturers) for the supply of red and gray steel crete for the use of the new Town Hall ; (b) The recommendation of the Supervising Engineer that the quotation be accepted.

Note.—The total cost will be £210. 7s. 7d. approximately, which will be charged to Capital Account No. 5 (9).—Recommended that the tender be accepted, but that the local agent should be paid his commission.

(27) To recommend supplemental provision of Rs. 790. 22 under vote E 78 "Elie House corner improvement," by which amount the sum of Rs. 2,000 provided for the acquisition will be exceeded.—Recommended.

(28) To reconsider the tenders received for the supply of uniforms to the Fire Brigade during 1926.—Recommended that the tender of B. K. Yussoof be accepted.

(29) To consider :—(a) The quotations received (through the Council's Agents) for the supply of 400 tons of Anthracite coal for the use of the Pumping Stations.—(a) Considered ; (b) The recommendation of the Municipal Engineer that the quotation at 65s. 6d. per ton, c.i.f., be accepted.

Note.—The total cost will be £1,310 approximately, which will be charged to Advance Account, Purchase of stores and debited to sanctioned votes as and when the coal is used.—(b) Recommended.

(31) To consider :—(a) A report of the Municipal Engineer with regard to the shortage of metal at the Municipal quarries.—(a) Considered ; (b) A report of the Acting Municipal Treasurer recommending that the accounts be adjusted as at the end of 1924 by taking a vote for Rs. 72,079·11, as follows :—Kirillapone quarry, Rs. 46,581·25, Kalubowila quarry, Rs. 25,497·86 ; total, Rs. 72,079·11 ; (c) A memorandum thereon of the Chairman.—(b) Recommended.

(32) To consider :—(a) The correspondence with regard to the new Infectious Diseases Hospital at Angoda ; (b) A memorandum thereon of the Chairman.—Recommended that an additional ambulance be provided at a cost not exceeding Rs. 4,500.

(33) To consider an application from the Superintendent of Fire Brigade for supplemental provision of Rs. 600 under vote G 5, " Working expenses," owing to overhaul and repairs to departmental car.—Recommended.

(34) To consider :—(a) A report of the Acting Municipal Treasurer dated November 12, 1925, regarding the stores reconciliation statement in respect of the years 1923 and 1924 ; (b) A memorandum thereon of the Chairman.—Recommended that the items shown under (IV.) in the reconciliation statement totalling Rs. 7,174·89, be debited to the corresponding or appropriate estimates of 1925 and provision made in the Supplemental Budget.

(37) To consider :—(a) Audit query No. 64 regarding the motor car allowance of Rs. 150 a month drawn by Mr. T. B. Stewart, Chief Assistant Waterworks Engineer, during the period June 4, 1924, to April 6, 1925, when he was acting for the Waterworks Engineer during Mr. Thyne's absence on furlough ; (b) The explanation of Mr. T. B. Stewart ; (c) A memorandum thereon of the Chairman.—Recommended that Mr. T. B. Stewart be called upon to refund the whole amount of the car allowance drawn by him for this period.

(38) To consider :—(a) The tenders received for the supply of granite setts ; (b) A report of the Municipal Engineer ; (c) A memorandum thereon of the Acting Municipal Treasurer.—Recommended that the recommendation of the Municipal Engineer be adopted, namely, (i.) That the tender of Sylvestri Peeris be accepted for the supply of 62,000 setts only to Front street at Rs. 175 per thousand. Setts to be supplied from the working place selected and pointed out to him about two months ago by the Municipal Engineer ; (ii.) That the tender of C. V. Fernando be accepted for the supply of 100,000 setts at Rs. 185 per thousand, as per sample and from the same working place as before.

(39) To consider :—(a) The quotations received (through the Council's Agents) for the supply of ironmongery.—(a) Considered ; (b) The recommendation of the Municipal Engineer that the quotations of the firms mentioned in the summary annexed to the papers be accepted for the items noted under each.

Note.—The total approximate cost will be £1,400. 14s. 6d., which could be met from the Advance Account, " Purchase of stores," and sanctioned votes will be debited as and when the materials are used. Funds are available.—(b) Recommended.

(40) To consider an application from the Municipal Engineer for supplemental provision of Rs. 11,023 under vote I 89 of 1924, " Land acquisition—laying of 30-inch main from Maligakanda to Union place."—Recommended.

(41) To consider :—(1) The plans and detailed estimates from the Municipal Engineer, as follows : in connection with the improvement of blind corners. A sum of Rs. 16,000 is provided in the 1926 Budget :—

	Cost of Acquisition.	Cost of Construction.		Cost of Acquisition.	Cost of Construction.
	Rs.	Rs.		Rs.	Rs.
(a) Dickman's road and Bambalapitiya road	350	900	(f) St. James street and Alutmawata road	2,500	890
(b) Castle street and Kanatta road	915	1,700	(g) Kynsey road and Ward place	800	1,050
(c) Horton place and Alexandra place	750	960	(h) Andival street and Chekku street	3,000	850
(d) Modera street and Madampitiya road	2,160	2,000	(i) Andival street and Wolfendhal street	3,000	800
(e) Regent street and Kynsey road	1,285	2,827			

(2) A memorandum of the Municipal Assessor dated November 13, 1925.—Recommended that the detailed estimates be approved pending selection, at the Budget Meeting, of the corners which should be given preference.

(44) To consider an application from the Municipal Engineer for supplemental provision of Rs. 250 under estimate No. I 60, " Upkeep of Chairman's car," owing to the thorough overhaul of the car which cost Rs. 1,450.—Recommended.

(45) To consider an application from the Municipal Engineer for the refund to him of at least a sum of £15 on account of the expenses incurred by him when on leave in visiting and reporting on the latest devices for surfacing roads.—Recommended.

(46) To consider :—(a) An application from Anna Selembram, owner of premises No. 54, Brassfounder street, forwarded through Dr. E. V. Ratnam, M.M.C., that the instalments due on account of aided drainage be reduced ; (b) A report thereon of the Acting Municipal Treasurer.—Recommended that the applicant be allowed eight years' time during which to pay the instalments.

(47) To consider :—(a) The quotations received for the supply of 300 tons of best Natal coal.—(a) Considered ; (b) The recommendation of the Municipal Engineer that the quotation of Messrs. Delmege, Reid & Co., at Rs. 22.60 per ton be accepted.

Note.—The total cost will be Rs. 6,780, which will be charged to Advance Account, " Stores." Funds are available.—(b) Recommended.

(48) To consider :—(a) The question raised by Mr. T. G. Jayewardene, M.M.C., in Council on October 7, 1925, regarding repairs to tramway routes ; (b) A report of the Municipal Engineer ; (c) A memorandum thereon of the Chairman.—Recommended that the Tramway Company be required to lay stone setts in accordance with paragraph 13 of their contract in Messenger street from Quarry road to Armour street ; in 1st Division, Maradana, from Skinner's road to Panchikawatta ; in Grandpass from Armour street to Selby House.

Resolutions.

With regard to item No. 3 (corresponding to item No. 18 of the extracts from the Minutes of the Standing Committee on Law and General Subjects of October 20, 1925), it was resolved that this recommendation of the Standing Committees on Municipal Works and Finance (meeting together) be adopted.

With regard to item No. 6, Mr. C. P. Dias moved that the recommendation of the Standing Committees be adopted. Mr. W. Philips seconded.

Mr. T. G. Jayewardene and Dr. E. V. Ratnam opposed the recommendation.

The motion was put to the Meeting and carried.

With regard to item No. 8 (corresponding to item No. 7 of the extracts from the Minutes of the Standing Committee on Sanitation of October 19, 1925, and item No. 9 of the extracts from the Minutes of the Standing Committee on Law and General Subjects of October 20, 1925), it was resolved that this recommendation of the Standing Committees on Municipal Works and Finance (meeting together) be adopted.

With regard to item No. 28, the Hon. Mr. N. H. M. Abdul Cader moved that the lowest tender, i.e., that of Mr. I. M. M. Haniffa be accepted. Dr. E. V. Ratnam seconded.

The motion was put to the Meeting and declared lost.

The Chairman moved that the recommendation of the Standing Committees be adopted. Mr. H. L. de Mel seconded. —Carried.

With regard to item No. 32 (corresponding to item No. 13 of the extracts from the Minutes of the Standing Committee on Sanitation of November 16, 1925), it was resolved that this recommendation of the Standing Committees on Municipal Works and Finance (meeting together) be adopted.

Resolved that the recommendations of the Standing Committees with regard to the remaining items be adopted.

Extracts from the Minutes of the Special Meeting of the Standing Committees on Municipal Works and Finance (meeting together) of November 27, 1925.

(2) To consider:—(a) The plans and detailed estimates from the Municipal Engineer for the erection of public lavatories at Temple road, Maradana, Rs. 11,000, Darley road, Maradana, Rs. 9,750; (b) Memoranda of the Municipal Engineer and the Acting Municipal Treasurer.

Note.—Funds are available under sanctioned votes.—Recommended approval of the plan and estimate for the public lavatory at Temple road, Maradana; and that the other be deferred for reconsideration.

(3) To consider the applications received for the post of Dispensary Medical Officer.

Resolved that the following names be submitted to the Council:—(1) Dr. James Peiris, (2) Dr. M. J. Fernando, (3) Dr. D. E. C. P. Abeyasekere, with the recommendation that Dr. James Peiris be appointed.

(4) To recommend, under section 21 of the Municipal Council Pension Minute (as amended), the grant of a gratuity of Rs. 152.62 to J. Peiris Perera, Kangany of the Municipal Engineer's Department, who is found unfit by a Medical Board for further service. The gratuity is based on his service of 198 months, and his average monthly pay of Rs. 27.75.—Recommended.

(5) To consider:—(a) An application from Mr. A. Muthucumarasamy for water service to his premises No. 408B, Galle road.—(a) Considered; (b) A plan and an estimate of Rs. 2,821 from the Waterworks Engineer for laying a water main for a distance of 373 yards in the private lane leading to No. 408B, Galle road. The lane being a private lane the application will have to be dealt with under Ordinance No. 9 of 1916. Messrs. B. P. Fernando, Walvin Joseph, and the applicant are willing to contribute their shares which amount to Rs. 587.48; (c) The memoranda thereon of the Waterworks Engineer and the Acting Municipal Treasurer.—(b) Recommended.

(6) To consider an application from the Secretary, Municipal Council, for supplemental provision of Rs. 50 under vote C 12, "Medical Boards," in order to meet cost of medical examination of candidates for posts recently created by Council.—Recommended.

(8) To consider the recommendation of the Municipal Engineer that, subject to the work for which it is required being passed in the 1926 Budget (*vide* items I 75 and I 76), the purchase of 150 tons refined Trinidad lake asphalt and 27 tons of flux from the Barber Asphalt Company, at an approximate cost of Rs. 20,000, *c.i.f.*, Colombo, be sanctioned.—Recommended that the tender be accepted.

(9) To consider an application from Messrs. Delmege, Forsyth & Co., Ltd., for the renewal of the lease of the old toll station, for a further period of one year from January 1, 1926, on the terms and conditions governing the existing lease.

Note.—The existing lease is on a monthly rental of Rs. 100.—Recommended.

Resolutions.

With regard to item No. 3, Mr. H. L. de Mel moved that Dr. James Peiris be appointed. Mr. W. Philips seconded. —Carried.

Resolved that the recommendations of the Standing Committees with regard to the remaining items be adopted.

Extract from the Minutes of the Special Building Committee of November 20, 1925.

(2) To consider the plans 4, 6, and 7 received for the "lay out Kochchikadde Slum Area." The Committee resolved that the first prize of Rs. 1,500 be given to No. 6 (Mr. Lawrence de Silva for Messrs. Booty & Edwards), and that no other prize be awarded.—Recommended that acquisition proceedings for the area required for the Kochchikadde Slum Scheme be taken under the Land Acquisition Ordinance and not under the Town Improvement Ordinance.

Resolution.

Resolved that the above recommendation of the Special Committee be adopted.

Extracts from the Minutes of the Special Committee regarding the Public Library of November 23, 1925.

(2) To consider a letter dated October 29, 1925, from the Hon. Mr. G. A. Wille, with regard to the proposed Memorial Section of the late Colombo Pettah Library.—Resolved that the Committee of the Colombo Pettah Library be thanked for their generous offer, and recommended that a section of the Reference Library be kept apart on shelves to be labelled "Colombo Pettah Library Bequest," and that this section be formed in the manner suggested by Mr. Wille.

(3) To consider a memorandum of the Librarian of the Public Library regarding the periodicals to be ordered for the year 1926.—(a) Recommended that the following newspapers and periodicals be taken in:—

Daily.—(1) Times of Ceylon, (2) Ceylon Observer, (3) Ceylon Daily News, (4) Ceylon Independent, (5) Ceylon Morning Leader, (6) Catholic Messenger, (7) London Times.

Weekly.—(1) London Times Weekly, (2) Indian Times Weekly, (3) Illustrated London News, (4) Punch, (5) Manchester Guardian Weekly, (6) Westminster Gazette, (7) Spectator, (8) Nation, (9) Sphere, (10) Truth, (11) The Queen, (12) The Field, (13) Nature, (14) Times Educational Supplement, (15) Times Literary Supplement.

Monthly.—(1) Blackwood's, (2) Nineteenth Century, (3) Strand, (4) Home, (5) Contemporary Review, (6) Review of Reviews, (7) Indian Review, (8) Modern Review, (9) Fortnightly Review, (10) Nash's and Pall Mall Magazine, (11) The Bookman, (12) Journal of Education, (13) Connoisseur, (14) Cornhill, (15) The Scientific American, (16) The National Geographical Magazine, U. S. A.

Quarterly.—(1) Hibbert Journal, (2) Quarterly Review, (3) Edinburgh Review, (4) Round Table, (5) Science Progress.

Annuals.—(1) Times of India Year Book, (2) Colonial Office List, (3) Civil List, (4) Journal of Royal Asiatic Society (C. B.), (5) Whitaker's Almanac, (6) Daily Mail Year Book, (7) Who's Who (every other year).

(b) Recommended that the right for six months to remove the following periodicals (after two weeks in the case of weeklies, and two months in the case of monthlies) should be sold by public auction:—

Weekly.—(1) Nation, (2) The Sphere, (3) Truth, (4) Queen, (5) Illustrated London News, (6) Indian Times, (7) Spectator, (8) Westminster Gazette.

Monthly.—(1) Strand Magazine, (2) Home Magazine, (3) Review of Reviews, (4) Indian Review, (5) Nash's and Pall Mall Magazine, (6) Cornhill Magazine, (7) The Scientific American.

(4) To consider:—(a) A suggestion of the Hony. Secretary of the late Colombo Library that the Council take over the further assets and liabilities of that Library; (b) A memorandum thereon of the Chairman. Considered also a letter of November 11, 1925, from the Hony. Secretary of the late Colombo Library and recommended that Rs. 800 be paid for the fittings and furniture which the Public Library received from the Colombo Library.

(5) To consider a letter, dated November 2, 1920, from Prof. R. Maris with regard to the examination by him and Dr. Pearson of the books of the Public Library—(a) Recommended that the books suggested for disposal by the Subcommittee be returned to the Colombo Pettah Library if they want them, if not that they should be sold.

Resolution.

Resolved that the above recommendations of the Special Committee be adopted.

Extracts from the Minutes of the Special Committee re Building of the New Town Hall of November 24, 1925.

(2) To consider an application from Mr. S. J. Edwards for the payment to him of Rs. 13,872·95 on account of Architect's fees.—Recommended.

(3) To consider a letter dated November 10, 1925, from Mr. S. J. Edwards, Architect forwarding estimate No. 8,943 of November 9, 1925, from Messrs. J. C. Gammon, Ltd., for:—(1) R. C. Flat over Committee's verandah, Rs. 2,810.

Note.—This sum could be saved from departmental work as specified for pitched roof. (2) R. C. Staircase to Dome, Rs. 4,000.

Note.—This sum could be placed against contingency clause.—Recommended (1).

Resolved that the wall above the Committee's verandah be omitted as unnecessary.—(2) Recommended that access to the interior of the drum of the dome be provided at a sum not exceeding Rs. 4,000, detailed estimate and plan to be submitted later for the approval of the Committee.

(4) To consider a letter dated November 10, 1925, from Mr. S. J. Edwards forwarding an application from Messrs. J. C. Gammon, Ltd., that in view of the additional work undertaken since their previous application and also proposed further additional work for which estimates have been submitted, they be granted a further extension of time until January 31, 1926.

Note.—Mr. Edwards recommends that the application be granted, as the work remaining to be done is quite independent and will not impede progress in departmental work.—Recommended.

(5) To consider the removal of the Mercantile Cricket Club Pavilion.—Recommended that the pavilion be moved at a cost not exceeding Rs. 500.

(7) To consider:—(a) The quotations received for the supply of 2,250 sheets asbestos ceiling for the new Town Hall—(a) Considered; (b) The recommendation of the Supervising Engineer (approved by the Architect) that the quotation of Messrs. Walker, Sons & Co. Ltd., at 13½ cents per square foot be accepted.

Note.—The total cost will be approximately Rs. 4,950 based on the exchange of 1s. 6d. to the Rupee. The cost will be charged to Capital Account, "Construction of the new Town Hall."—(b) Recommended.

Resolution.

Resolved that the above recommendations of the Special Committee be adopted.

Mr. C. P. Dias moved that the Council do resume and that the resolutions of the Council in Committee be adopted, as amended. Mr. H. L. de Mel seconded.—Carried.

The Chairman formally moved that the resolutions of Council in Committee, and the recommendations of the various Committees with the exception of item No. 8 of the extracts from the Minutes of the Standing Committee on Law and General subjects of November 17, 1925, and items Nos. 12 and 13 of the extracts from the Minutes of the Standing Committee on Finance of November 18, 1925, subject to any amendments of such recommendations by the Council in Committee, be adopted. Dr. E. V. Ratnam seconded.—Carried.

With regard to item No. 8 of the extracts from the Minutes of the Standing Committee on Law and General subjects of November 17, 1925, Mr. H. L. de Mel moved that the recommendation be not adopted. Dr. E. V. Ratnam seconded.

Mr. T. G. Jayewardene opposed the motion.

Mr. N. R. Blande supported the motion.

The motion was put to the meeting and lost.

The Chairman moved that the recommendation of the Standing Committee be adopted. Mr. C. P. Dias seconded. Carried.

With regard to items Nos. 12 and 13 of the extracts from the Minutes of the Standing Committee on Finance of November 18, 1925, Mr. C. P. Dias moved that the consideration of these recommendations be deferred. The Hon. Mr. N. H. M. Abdul Cader seconded.

The motion was put to the meeting and lost.

The Chairman moved that the recommendations of the Standing Committee be adopted. Mr. H. L. de Mel seconded.—Carried.

(19) In terms of section 97 of Ordinance No. 6 of 1910, a draft Budget for 1926 containing:—(a) An estimate of the available Municipal Income; (b) Details of proposed expenditure, as printed and published in the *Government Gazette* and circulated among the Members was submitted.

The Chairman moved that the consideration of the Draft Budget for 1926, be deferred to the Special Meeting of Council called in terms of section 98 of Ordinance No. 6 of 1910 for December 9, 1925. Mr. C. P. Dias seconded.—Carried.

(20) With permission of Council the Chairman moved that the Hon. Mr. C. H. Z. Fernando who ceased to be a member in consequence of having failed to attend three consecutive General Meetings be restored to office under the provisions of section 30 of Ordinance No. 6 of 1910. Mr. H. L. de Mel seconded.—Carried.

21. The following documents were laid on the table:—

(1) The report of the Medical Officer of Health for the 3rd quarter of 1925.

(2) Statements of receipts and disbursements from January 1 to October 31, 1925, and Progress Reports showing expenditure for October, 1925.

(3) Weekly statements re plague.

(4) Attendance Return of Committees of the Municipal Council for 1925.

(5) C. L. I. Band programme for December, 1925.

(6) Return of average daily supply and consumption of water for October, 1925.

(7) The Municipal Engineer's report for October, 1925, on the condition of tramway routes.

(8) Diaries of the following Officers for the month of November, 1925, with a statement of out-door work done:—

Municipal Engineer's Department:—The Municipal Engineer, the Works Engineer, the Drainage Engineer, the Engineer Roads, the Engineer Buildings, the Engineer Sanitation, the Engineer Mechanical, the Engineer House Drainage and Maintenance Inspectors (two).

Waterworks Department:—The Waterworks Engineer and the Assistant Engineer.

Public Health Department:—The Medical Officer of Health, the Chief Assistant Medical Officer of Health, 2nd Assistant to the Medical Officer of Health, 3rd Assistant to the Medical Officer of Health, the Assistant Medical Officer of Health in charge of Child Welfare, and the City Microbiologist.

- Veterinary Department* :—Veterinary Surgeon and Veterinary Inspectors (four).
Municipal Treasurer's Department :—The Acting Municipal Treasurer, the Acting Assistant Municipal Treasurer, and Revenue Inspectors (ten).
Municipal Assessor's Department :—The Municipal Assessor.
- (9) Monthly report of work done by the following officers for :—(a) The month of October, 1925 :—
 The works Engineer, the Drainage Engineer, the Engineer Mechanical, the Engineer Roads, the Engineer Buildings, and the Engineer Sanitation.
 (b) The month of November, 1925 :—
 The City Analyst, the City Microbiologist.

Confirmed on January 13, 1926.

H. E. NEWNHAM,
 Chairman Municipal Council, and Mayor of Colombo.

ANNEXURE A.

List of Officers required to give Security.

Name of Officer.	Designation.	Amount of Security Recommended.
		Rs.
1 .. Mr. K. L. V. Silva	Superintendent, Slaughter-house	2,000
2 .. Mr. Y. S. David	Superintendent, Waterworks, Labugama	5,000
3 .. S. D. Samadoris	Overseer	500
4 .. Dr. D. W. Perera	Dispensary, Medical Officer	1,000
5 .. Dr. S. D. Fernando	Do.	1,000
6 .. Dr. J. G. Kannangara	Do.	1,000
7 .. Dr. V. K. Paramanayagam	Do.	1,000
8 .. Mr. J. A. A. Fernando	Laboratory Clerk	1,000
9 .. Mr. M. C. Fernando	Plague Inspector	1,000
10 .. Mr. A. P. Goonewardene	Surveyor	750
11 .. Mr. W. E. A. Jansz	Do.	750
12 .. Mr. B. J. Ohlmus	Do.	750
13 .. Mr. A. Ferdinando	Do.	750
14 .. Mr. T. E. de S. Wijeyaratne	Do.	750
15 .. Mr. S. T. Perera	Do.	750

DISSENT.

We dissent from the decision of the majority at the Meeting of the Council held on December 2, 1925, to grant special remuneration of Rs. 10,000 to Mr. W. M. Thyne, Rs. 2,000 to Mr. T. B. Stewart, Rs. 1,000 to Mr. Y. S. David, all of the Waterworks Department on the Completion of the Labugama Dam work, for the following reasons :—

Mr. W. M. Thyne.

1. It cannot be said definitely that the idea to increase the storage capacity of the Labugama Reservoir by raising the dam originated with this officer. The matter was referred to by Mr. R. Skelton, the late Municipal Engineer, when giving evidence before the Colombo Municipal Commission of 1914, and it is not unlikely that he had considered the question himself and discussed with Mr. Thyne the feasibility and the actual method of carrying out the work.

2. The scheme was not one that required any exceptional engineering skill. It was merely an extension of an existing work. However excellent the idea, the possibility of giving effect to it depended, according to Mr. T. H. Chapman, the late Director of Public Works, who first reported on the scheme, to the original dam "having been designed with a margin of safety and a general excellence of detail." Mr. C. J. Mullins, the Irrigation Engineer from Madras, who finally reported on the project, supports Mr. Chapman in the following words in regard to the existing dam :—

"The saturation line being independent of water level in the reservoir shows a degree of watertightness that is unusual, and makes it certain that there is no inherent tendency to failure by slipping. As two Presidents of the Institute of Civil Engineers have been connected with the Colombo Waterworks, a high quality of work was expected; the appearance of the stone-pitching made of rectangular blocks of hammer-dressed gneiss, and the saturation line in the dam show that the original construction was excellent. I have, therefore, no hesitation in saying that a raising of the dam by 10 feet is practicable, and absolutely safe from an engineering point of view."

3. The history of the question of special remuneration is as follows :—

Mr. Thyne writing to the Chairman on April 15, 1922, stating that the work of raising the Labugama Reservoir dam could no longer be delayed, said that he will be pleased to design and carry out the scheme, and asked for special remuneration for the work. Not receiving a reply to this communication he invited the Chairman's attention on April 28, 1922, and asked that the matter be decided before the work was started. It was then placed by the Chairman before the Sanitation, Works, and Finance Committees, who recommended that Mr. Thyne should not be paid any special remuneration for the work which was considered to be within the sphere of his duties.

This recommendation came before Council at its meeting on May 16, 1922, and was adopted.

Mr. Thyne addressed the Chairman again on September 15, 1922, and asked that his application for special remuneration be reconsidered by Council. The matter was again placed before the Four Standing Committees Meeting together on November 11, 1922, who resolved as follows :—

The Committees consider that although the work is special work it is not outside the scope of Mr. Thyne's duties, but that it is necessary that Mr. Thyne should spend as much time as possible at Labugama thereby incurring extra expense.

Recommended that Mr. Thyne be paid at the rate of Rs. 15 for each night spent at Labugama till the work is completed and tested, provided that the maximum sum so drawn does not exceed Rs. 5,000.

These resolutions came before Council at its meeting on December 6, 1922, and were adopted.

It will thus be seen that this officer's application for special remuneration was twice rejected by Council, viz., on May 16, 1922, and December 6, 1922.

4. We would also point out that the Municipal Salaries Committee in recommending the increase of this officer's salary in 1924, from Rs. 15,000 to Rs. 18,000 per annum, took into consideration that he was refused special remuneration under the above mentioned resolutions, and that he was expected in the future, whenever occasion arose, to perform similar special duties without extra remuneration; the salary of Rs. 18,000 per annum being otherwise much too high for a Waterworks Engineer doing maintenance work only.

5. We, therefore, cannot agree with the majority, who decided at the Meeting of the Council on December 2, 1925, to reverse the well considered recommendations unanimously adopted at two previous meetings of Council, not to grant special remuneration to this officer for the work in connection with the raising of the Labugama Reservoir Dam.

Messrs. T. B. Stewart and Y. S. David.

6. The reasons for the refusal to grant special remuneration to Mr. Thyne also apply to the cases of these two officers, and we are, therefore, unable to agree with the decision of the majority to grant special remuneration to them.

7. We would also wish to point out that officers in Government Service are often called upon to perform special duties quite outside their ordinary duties, without being paid any special remuneration, and that this Council is not in such a flourishing financial position as to be able to give away large sums in bonuses whilst works of an urgent nature remain unattended to for want of funds.

Colombo, December 7, 1925.

N. H. M. ABDUL CADER.
E. V. RATNAM.
R. L. PEREIRA.
T. G. JAYEWARDENE.

Minutes of Proceedings of a Special Budget Meeting of the Municipal Council of Colombo held in the Town Hall on Wednesday, December 9, 1925, at 3 p.m.

The Council met this day at 3 p.m., pursuant to notice dated December 2, 1925, to consider finally the Budget for year 1926, in accordance with the provisions of section 98 of Ordinance No. 6 of 1910.

Present :—Mr. H. E. Newnham, C.C.S., Chairman; Mr. C. P. Dias, J.P.; the Hon. Mr. N. H. M. Abdul Cader, M.L.C.; Mr. H. L. De Mel, C.B.E.; Dr. E. V. Ratnam; Mr. W. Philips; Mr. A. E. de Silva; Mr. R. L. Pereira; Mr. W. E. V. de Rooy; the Hon. Mr. L. Macrae, M.L.C.; Dr. E. A. Coorey; Dr. G. Thornton; Mr. J. S. Collett; Mr. A. H. F. Clarke; Mr. T. G. Jayewardene, V.D., J.P.; and Mr. N. R. Blande.

The Chairman moved that the Council do go into Committee to consider the Budget for 1926. Mr. H. L. De Mel seconded.—Carried.

A Budget containing—(a) an estimate of the available Municipal income, (b) details of proposed expenditure—as printed and published in the *Government Gazette* and circulated among the Members and submitted to Council on December 2, 1925, according to the provisions of sections 97 and 98 of Ordinance No. 6 of 1910, was laid before the Council in Committee.

Mr. T. G. Jayewardene spoke on the Budget and on the policy of expenditure of the Council.

The Chairman pointed out the following amendments which should be made in the Budget since it was considered by the four Standing Committees and gave the reasons for each amendment :—

ESTIMATED REVENUE.

Name of Vote.	Amendment.	
	From Rs.	To Rs.
<i>A.—Taxes.</i>		
Item 1.—Tax on vehicles and animals	175,000	190,000
<i>B.—Licences.</i>		
Item 3.—Vehicles	52,000	60,000

PROPOSED EXPENDITURE.

Name of Vote.	Amendment.		Name of Vote.	Amendment.	
	From Rs.	To Rs.		From Rs. c.	To Rs.
<i>A.—Non-effective Charges.</i>					
Item 5.—Pensions	65,025	62,884	Item 73.—Stone setts, Quarry road and Old Moor street extension (to complete)	16,500	11,700
<i>D.—Treasurer's Department.</i>					
Item 1.—Salaries	183,600	184,296	Item 75.—Bitumen carpet, Alexandra place	35,000	39,000
Item 15.—Premium on guarantee policies	600	1,000	Item 80.—Improvement of Arab lane	20,000	25,000
<i>E.—Veterinary Department.</i>					
<i>(a) Office.</i>					
Item 1.—Salaries	29,496	30,216	Item 91.—Lighting of Maligakanda 2nd lane	2,725	1,019
<i>G.—Fire Brigade and Ambulances.</i>					
Item 11.—Construction of an additional ambulance	—	4,500	Item 92.—Lighting of Paranawadiya extension	3,125	1,714
<i>H.—Public Health Department.</i>					
<i>(a) Sanitary Branch.</i>					
Item 11.—Miscellaneous	2,250	3,250	Item 93.—Lighting of Maligawatta lane	4,685	4,419
<i>(c) Dispensaries.</i>					
Item 18.—Salaries	37,104	38,544	Item 96.—Lighting of Castle street	5,175	3,730
<i>I.—Engineer's Department.</i>					
<i>(a) Office.</i>					
Item 1.—Salaries	286,212	285,456	Item 97.—Lighting of Fife road	2,885	2,218
<i>(f) Lighting.</i>					
Item 40.—Lighting public streets with gas	125,000	126,500	Item 98.—Construction and improvement of footpaths, San Sebastian Hill and Bridge street	20,000	19,250
<i>(k) Extraordinary.</i>					
Item 72.—Seabeach road improvements	60,000	69,000	<i>K.—Waterworks Department.</i>		
			<i>(a) Recurrent Expenditure.</i>		
			Item 1.—Salaries	99,270	99,510
			<i>L.—Assessing Department.</i>		
			Item 1.—Salaries	66,154	66,094
			Item 2.—Allowances	6,780	6,900

In regard to the amendment to K.—Waterworks Department, Item 1. Salaries.—Mr. R. L. Pereira moved that the salaries of Messrs. W. M. Thynne and T. B. Steward be reduced by the amount of the batta drawn by each of these officers in connection with their work on the raising of Labugama dam. Mr. A. E. de Silva seconded.

Dr. E. A. Coorey and Mr. T. G. Jayewardene supported the motion, which was put to the meeting and declared lost. Mr. R. L. Pereira called for a division. The Council divided as follows:—

Ayes.—(1) The Hon. Mr. N. H. M. Abdul Cader, (2) Dr. E. V. Ratnam, (3) Mr. A. E. de Silva, (4) Mr. R. L. Pereira, (5) Dr. E. A. Coorey, (6) Mr. J. S. Collett, (7) Mr. T. G. Jayewardene.

Noes.—(1) The Chairman, (2) Mr. C. P. Dias, (3) Mr. H. L. De Mel, (4) Mr. W. Philps, (5) Mr. W. E. V. de Rooy, (6) the Hon. Mr. L. Macrae, (7) Mr. A. H. F. Clarke, (8) Mr. N. R. Blande.

The amendments and additions were then agreed to.

The Council next proceeded to consider *seriatim* the items under the various headings.

The Estimated Revenue

was considered and passed, subject to the amendments detailed above. The total estimated revenue was increased by Rs. 23,000.

The Estimated Expenditure.

The Chairman pointed out that the nett result of the amendments and additions agreed to would be an estimated surplus of Rs. 6,795.

In regard to B. Chairman.—Salary and House Allowance—Mr. R. L. Pereira moved that the Chairman be paid only his salary and not his house allowance so long as he does not occupy a bungalow of his own. Dr. E. A. Coorey seconded.

The motion was put to the meeting and lost, only the mover and seconder voting for it.

In considering the *Extraordinary*.—(New works) under the heading I. (k).—Mr. R. L. Pereira moved that the vote under Item 78, Polwatta laundry, be increased from Rs. 10,000 to Rs. 50,000. Mr. H. L. De Mel seconded.—Carried.

Dr. E. A. Coorey moved that Items I. (k)—(New works) Nos. 69 to 76, inclusive, be reduced by Rs. 100,000, and that this amount be added to Item 90—Construction of new rail water drains (on account)—Rs. 50,000. Mr. R. L. Pereira seconded.

Mr. H. L. De Mel moved as an amendment that Items 69 to 76 do stand, and that the vote under Item 90—Construction of new rain water drains—be increased from Rs. 50,000 to Rs. 100,000.

Dr. Coorey accepted the amendment and seconded it, withdrawing his original motion. The amendment was then put to the meeting as the substantive motion and carried.

Mr. R. L. Pereira moved that Item I. (k) 85—Purchase of footpath roller, Rs. 6,500 be deleted. Mr. W. E. V. de Rooy seconded.—Carried.

The nett result of the additions to and deductions from the Budget was an estimated deficit of Rs. 76,705.

The Chairman moved that the taxes proposed to be levied for 1926, under the Municipal Council's Ordinance, 1910, and enumerated on page 20 of the Draft Budget be imposed and enforced. Mr. C. P. Dias seconded.—Carried.

The Chairman formally moved that the Council do resume and that the resolutions of Council in Committee be adopted. Mr. C. P. Dias seconded.—Carried.

The Chairman formally moved in Council that the Draft Budget, as amended, and the resolutions of Council in Committee with regard thereto be adopted. Mr. C. P. Dias seconded.—Carried.

Mr. C. P. Dias moved a formal vote of thanks to Mr. Vivian Pereira, Acting Municipal Treasurer, for the clear Budget which he had presented. Mr. H. L. De Mel seconded.—Carried.

Confirmed on January 13, 1926:

H. E. NEWNHAM,
Chairman, Municipal Council, and Mayor of Colombo.

Statement of Receipts and Payments on Current Capital Works.

HEAD OF RECEIPT.	Receipts to December 31, 1924.		Receipts to November 30, 1925.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works:—						
(a) Loan funds	3,000,000	0 ..	—	..	3,000,000	0
(b) Revenue contributions	392,222	48 ..	64,487	93 ..	456,710	41
2. Colombo Drainage Works:—						
(a) Loan funds	11,072,980	0 ..	—	..	11,072,980	0
(b) Grant in aid	7,100,000	0 ..	—	..	7,100,000	0
(c) Revenue contributions	201,724	15 ..	127,262	12 ..	328,986	27
3. Amount received on realization of sinking funds and interest thereon*	2,053,024	58 ..	34,230	20 ..	2,087,254	78
Total	23,819,951	21	225,980	25	24,045,931	46

* From this amount will be met: (1) Cost of drainage works and public lavatories, &c., over and above the loan, grant in aid and revenue contributions; (2) raising of Labugama reservoir dam; (3) construction of Town Hall at Victoria park.

HEAD OF PAYMENT.	Estimate.		Payments to December 31, 1924.		Payments to November 30, 1925.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works ..	3,456,710	41	3,392,222	48	64,487	93	3,456,710	41
2. Colombo Drainage Works :—								
(a) Works carried out by Resident Engineer as per modified scheme ..	17,830,564	12	17,830,564	12	—	—	17,830,564	12
(b) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922 ..	535,300	70	331,214	83	179,135	41	510,350	24
(c) Public lavatories and house connections ..	655,370	41	621,537	19	26,230	63	647,767	82
3. Raising of Labugama reservoir dam ..	306,293	76	243,184	2	63,109	74	306,293	76
4. Town Hall at Victoria park ..	1,318,645	4	334,704	78	453,763	60	788,468	38
							23,540,154	73
Balance unspent ..	—	—	—	—	—	—	505,776	73
Total ..	24,102,884	44	22,753,427	42	786,727	31	24,045,931	46

The Town Hall,
Colombo, December 15, 1925.

VIVIAN PEREIRA,
Acting Municipal Treasurer.

Summary of Revenue and Expenditure from January 1 to November 30, 1925.

HEAD OF REVENUE.	Estimated Revenue for 1925, as per Budget.		Revenue from January 1 to October 31, 1925.		Revenue for November, 1925.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
A.—Taxes ..	160,200	0	191,931	56	4,938	29	196,869	85
B.—Licences ..	212,650	0	190,014	50	61,042	0	251,056	50
C.—Judicial fines ..	60,000	0	66,248	84	5,706	35	71,955	19
D.—Tolls ..	140,000	0	140,668	80	802	3	141,470	83
E.—Markets ..	129,250	0	111,735	97	11,141	5	122,877	2
F.—Slaughter-house ..	53,000	0	51,882	0	4,663	99	56,545	99
G.—Conservancy ..	12,000	0	11,352	90	1,196	75	12,549	65
H.—Cattle Mart and Quarantine Station ..	50,600	0	51,541	64	4,512	27	56,053	91
I.—Consolidated rate ..	3,058,000	0	3,049,352	70	103,925	9	3,153,277	79
K.—Water ..	686,000	0	674,814	50	97,850	17	772,664	67
L.—Rents ..	65,600	0	74,030	48	6,410	73	80,441	21
M.—Miscellaneous ..	454,789	0	555,569	0	18,786	74	574,355	74
Total ..	5,082,089	0	5,169,142	89	320,975	46	5,490,118	35

HEAD OF EXPENDITURE.	Estimated Expenditure for 1925, including Supplementary Votes and unspent Balances at December 31, 1924, brought forward.		Expenditure from January 1 to October 31, 1925.		Expenditure for November, 1925.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
A.—Non-effective charges ..	842,659	8	462,304	12	8,797	81	471,101	93
B.—Chairman ..	40,428	0	35,827	90	2,300	0	38,127	90
C.—Secretariat ..	100,558	0	71,255	27	6,971	39	78,226	66
D.—Treasurer's Department ..	283,386	0	219,515	52	18,020	83	237,536	35
E.—Veterinary Department ..	167,769	32	113,544	5	15,978	16	129,522	21
F.—Municipal Court ..	27,954	0	22,526	84	2,244	27	24,771	11
G.—Fire Brigade and Ambulances ..	71,437	4	56,402	76	4,913	48	61,316	24
H.—Public Health Department ..	477,760	0	332,316	45	32,145	2	364,461	47
I.—Engineer's Department ..	3,948,125	29	2,214,323	97	236,398	69	2,450,727	66
K.—Waterworks Department ..	443,940	16	329,271	63	28,148	19	357,419	82
L.—Assessing Department ..	85,252	0	63,417	51	5,848	3	69,265	54
M.—Public Library ..	6,353	0	4,083	56	1,322	97	5,406	53
Excess of revenue over expenditure carried to Balance Sheet ..	—	—	—	—	—	—	4,287,883	42
Total ..	6,495,621	89	3,924,794	58	363,088	84	5,490,118	35

The Town Hall,
Colombo, December 15, 1925.

VIVIAN PEREIRA,
Acting Municipal Treasurer.

Balance Sheet, November 30, 1925.

LIABILITIES.		Rs.	c.	Rs.	c.	ASSETS.		Rs.	c.	Rs.	c.
1. Loans outstanding :—						1. Capital expenditure :—					
(a) Government of Ceylon, duplication of 30-inch water main, &c. ..	3,000,000	0				(a) Duplication of 30-inch water main, and filtration works ..	3,456,710	41			
Less redemption of loan ..	113,211	45				(b) Colombo Drainage Works :—					
				2,886,788	55	(1) Works carried out by Resident Engineer as per modified scheme ..	17,830,564	12			
(b) Government of Ceylon, Colombo Drainage Works ..	11,072,986	0			(2) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922 ..	510,350	24				
Less redemption of loan ..	417,862	70			(3) Public lavatories and house connections ..	647,767	82				
				10,655,117	30	(c) Raising of Labugama reservoir dam ..	306,293	76			
2. Grant in aid :—					(d) Town Hall at Victoria park ..	788,468	38			23,540	54 73
Government of Ceylon, Colombo Drainage Works ..	—			7,100,000	0	2. Amounts advanced to Municipal Council officials for purchase of vehicles ..	—			3,323	31
3. Sinking Fund Suspense Account :—					3. Advance accounts :—						
(a) Waterworks loan ..	113,211	45			(a) Miscellaneous ..	1,267	55				
(b) Colombo Drainage Works loan ..	417,862	70			(b) Municipal quarries ..	87,683	39				
				531,074	15	(c) Advances on works pending recovery ..	23,692	28			
4. Permanent works executed out of revenue :—							112,643	22			
(a) Waterworks ..	456,710	41			Less credit balance on making articles for stock ..	223	36			112,419	86
(b) Colombo Drainage Works (extensions to scheme) ..	328,986	27			4. Expenditure on laying water mains in private streets ..	94,675	39				
				785,696	68	Less recoveries from land-owners ..	56,809	33			37,866 6
5. Amount received on realization of sinking funds and interest thereon ..	—			2,087,254	78	5. Expenditure on aided house drainage ..	51,409	99			
6. War Memorial, Child Welfare Centre ..	—			88,107	70	Less recoveries from owners ..	15,004	97			36,405 2
7. Deposits :—					6. Stores on hand :—						
(a) Pending execution of works ..	36,106	63			(a) General ..	766,784	68				
(b) Miscellaneous ..	37,327	70			(b) Suspense account ..	330	89			767,115	57
				73,434	33					437	80
8. Securities :—					7. Returned cheques, &c. ..	—					
(a) Tenders ..	3,855	0			8. Cash :—						
(b) Contractors ..	12,446	0			(a) At Bank on current account ..	516,111	54				
(c) Municipal Council officials ..	26,962	70			(b) On fixed deposit account ..	1,894,607	97				
(d) Miscellaneous ..	45,827	35			In hand :—						
(e) Public Library ..	395	0			(1) With shroff, Municipal Council ..	1,650	0				
				89,486	5	(2) With Municipal Council officials ..	327	10			
9. Suspense account ..	—			3,498	21					2,412,696	61
10. Receipts in advance ..	—			19,901	99	Total ..	—			26,910,418	96
11. Excess of assets over liabilities :—											
(a) Brought forward from 1924 ..	1,387,824	29									
(b) Excess of revenue over expenditure up to November 30, 1925, as per summary of revenue and expenditure ..	1,202,234	93									
				2,590,059	22						
Total ..	—			26,910,418	96						

The Town Hall,
Colombo, December 15, 1925.

VIVIAN PEREIRA,
Acting Municipal Treasurer.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

The Municipal Office,
Colombo, January 26, 1926.

G. H. N. SAUNDERS,
Municipal Treasurer.

SCHEDULE.

Premises No.	Street.	Quarter and Year.	Date and Time of Sale.
64/225c ..	Colpetty road ..	3rd quarter, 1925 ..	February 25, 1926, at 8 A.M.
Lot No. 16 ..	Alfred House ..	do. ..	do. 8.20 A.M.
1473/1 ..	Nelson road ..	do. ..	do. 8.40 A.M.
481A/41 (2) ..	St. Joseph's street ..	do. ..	February 23, 1926, at 8.30 A.M.
679/737 ..	Pamankadde-Bambalapitiya ..	do. ..	February 26, 1926, at 8 A.M.
700/744B ..	Do. ..	do. ..	do. 8.30 A.M.

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.

January 26, 1926.

G. H. N. SAUNDERS,
Municipal Treasurer

SCHEDULE.

Date, Place, and Time of Sale : February 5, 1926, at the Municipal Stores, Darley road, at 8 a.m.

Premises No.	Street.	Quarter and Year.	Property Seized.
3535/10	Elie House road	3rd quarter, 1925	1 nadun easy chair, 1 satinwood chair, 2 jakwood chairs, 1 jak round table

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted :—

No. 2,160 of November 13, 1925 (Date applied for under Section 48 of the Ordinance, December 21, 1922).

The British Thomson-Houston Company, Ltd.

"Improvements in Methods of and Apparatus for Generating and Controlling Positive Ion Currents."

Abstract.—Positive ion currents are generated in an electric discharge device independently of ionisation by collision by bringing into contact with a positively charged electrode such as tungsten, a vapour such as rubidium or caesium having a lower electron affinity than the electrode, heating the electrode above a critical temperature at which ions are generated, 1000°C to 1200°C in the above case and carrying away the ions by an applied potential or the like. The positive ions may be used as the sole current carriers or may be used in conjunction with electrons.

The claims are :—

1. A device for generating a positive ion current comprising an envelope containing a heated electrode, a second electrode which is maintained at a negative potential with respect to the heated electrode, and a gas or vapour, which has a lower electron affinity than the heated electrode, other gases being substantially absent.
2. A device for generating a positive ion current comprising an evacuated envelope which contains an electrode of high electron affinity heated to a temperature of at least 1000°C and maintained at a positive potential with respect to a second electrode, and the vapour of an alkali metal such as caesium or rubidium at a pressure of less than about one-tenth of a micron of mercury.
3. An electric discharge device as claimed in claims 1 or 2, in which the flow of ions from the heated electrode to the negatively charged electrode is varied by means of a variable electrostatic field.
4. An electron discharge device having an electron-emitting cathode and an anode, in which the negative space charge is neutralized by generating positive ions in the device by means of the interaction between an auxiliary heated electrode of high electron affinity, which is positively charged with respect to the cathode, and a vaporized metal of lower electron affinity than the auxiliary electrode contained within the device, the vapour pressure being so low that gas ionisation by electron impact is substantially absent.
5. An electron discharge device as claimed in claim 4, in which the anode itself is heated to a temperature of above about 1000°C but below that at which an electron emission can occur therefrom, thereby functioning as the anode and as the genode.
6. The method of operating an electric discharge device containing means for producing an electron discharge and means for producing positive ions independently of and without ionisation by electron impact, as claimed in claim 4, so as to produce a pulsating electric current, which consists in varying the production of positive ions at a predetermined rate so as to vary the negative space charge in the device between limits which will cause the electron current to fluctuate at the same predetermined rate.
7. Apparatus for carrying out the method claimed in claim 6, comprising an evacuated envelope containing an electron emitting cathode, a surrounding anode and one or more genodes, the envelope being filled with the vapour of an alkali metal such as caesium or the like, a source of energy and a load device connected between cathode and anode and means for varying at a predetermined rate the potential of the genode with respect to the cathode between values which will cause the electron current between cathode and anode to rise to a maximum and fall substantially to zero.
8. An electron discharge device having an electron emitting cathode and a surrounding heated anode which generates positive ions by interaction with the vapour of an alkali metal such as caesium or the like, the ions serving to reduce the negative space charge in the device.
9. An electron discharge device as claimed in claim 6, in which the anode consists of a corrugated cylinder.
10. An electron discharge device having separate means for producing an electron discharge and for generating positive ions in the device as claimed in claim 4, in which control of the electron discharge is exercised partly by an electrostatic input electrode and partly by the ion generating electrode.
11. A circuit arrangement for modulating electric current impulses comprising an electron discharge device containing an electron emitting cathode, an anode, a grid and a genode and filled with an alkali metal vapour at a pressure of less than about one micron of mercury, the electric current impulses being supplied to a circuit connected between cathode and grid, the resulting variable electric current flowing in the cathode-anode circuit, which contains a source of energy being modulated by impressing a variable potential upon a circuit connected between genode and anode.
12. The method of and apparatus for producing and utilizing positive ion electric currents and circuit arrangements connected therewith substantially as described with reference to the drawings.

Two sheets of drawings.

No. 2,161 of November 13, 1925 (Date applied for under Section 48 of the Ordinance, December 21, 1922).

The British Thomson-Houston Company, Ltd.

"Improvements in Electron Discharge Devices."

Abstract.—Alkali metals such as rubidium and caesium are capable of increasing the electron emission from a heated cathode which contains no substance of high electron emissivity and with a cathode temperature below 700°C. The presence of a gas such as nitrogen which is electro-negative and which reacts with the cathode material but not with the alkali metal is found to be beneficial.

The claims are :—

1. An electron discharge device comprising a cathode adapted to be heated and one or more other electrodes enclosed in an evacuated receptacle, which contains the vapour of caesium at a pressure of up to two-hundredths of a micron of mercury, the cathode being maintained during the operation of the device at a temperature of below about 700° Centigrade.

2. An electron discharge device as claimed in claim 1, in which the receptacle also contains a quantity of electro-negative gas, substantially as described.

3. An electron discharge device having an electron-emitting cathode and one or more other electrodes, in which the device is filled with the vapour of an alkali metal and an electro-negative gas, at such pressures that at a predetermined operating temperature of the cathode below about 1000° absolute, the current flow through the device is materially greater than it would be in the absence of such vapour.

4. An electron discharge device prepared and operated in a manner substantially as hereinbefore described and with reference to the drawings.

One sheet of drawings.

No. 2,166 of January 7, 1926.

Robert Peel Mears.

"Improvements in or relating to Retaining Walls."

Abstract.—Two horizontal reinforced concrete beams are placed below the lower ground level and filled in solid by means of lime or cement concrete on the lower ground level side. The retaining wall is built on the front (lower level side) beam and consists of horizontal arches convex towards the high level side. Counterforts on the front beam are held by diagonal ties secured to the rear beam.

The claims are :—

1. In the construction of retaining walls, horizontal reinforced concrete beams (such as *b* and *e*) placed below ground level and filled in solid against the earth on the side exposed to movement.

2. Retaining walls as claimed in claim 1 provided with counterforts and diagonal ties of reinforced concrete.

3. A retaining wall consisting of horizontal arching and counterforts erected on an underground beam in conjunction with diagonal ties which are secured at one end to the counterforts and at the other end to the rear underground beam.

4. Retaining walls as claimed in any of the preceding claim in which the rear underground beam presents a surface against the superimposed filling and thereby prevents an upward movement of the said beam and stabilises the whole construction.

5. Retaining walls substantially as described or substantially as illustrated in figures 1 and 2 of the accompanying drawings.

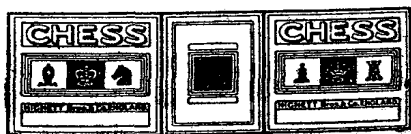
One sheet of drawings.

W. NORMAN RAE,
Registrar of Patents.

TRADE MARKS NOTICES.

RS 6/1-
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. 3,498.
- (2) Date of Receipt : January 12, 1926.
- (3) Applicant (Proprietor of the Trade Mark) : BRITISH-AMERICAN TOBACCO COMPANY, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), Westminster House, 7, Millbank, London S.W., England ; Tobacco Manufacturers.
- (4) Address for service in the Island : Julius & Creasy, No. 22, Prince street, Fort, Colombo.
- (5) Class : Forty-five.
- (6) Goods : Manufactured tobacco.
- (7) Representation of the Trade Mark :



The essential particulars of the Trade Mark are the combination of devices and the word "CHESS," and no claim is made to the exclusive use of the added matter except in so far as it consists of the name "HIGNETT BROS. & CO." being that of the applicants' predecessors in business.

Registrar-General's Office,
Colombo, January 27, 1926.

A. W. SEYMOUR,
Registrar-General.

RS 6/1-
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. 3,473.
- (2) Date of Receipt : October 29, 1925.
- (3) Applicant (Proprietor of the Trade Mark) : MAX EUGEN NOELLE, WALTER NOELLE, RICHARD HERMANN NOELLE, and ADOLF LEONHARD NOELLE, trading as "GEBRUDER NOELLE," 3, Kerk-sigstrasse, Ludenscheid, Westphalia, Germany ; Manufacturers and Merchants.
- (4) Address for service in the Island : Julius & Creasy, No. 22, Prince street, Fort, Colombo.
- (5) Class : Thirteen.
- (6) Goods : House and kitchen utensils, spoons and forks, especially iron ones which are tinned.
- (7) Representation of the Trade Mark :

Furor

Registrar-General's Office,
Colombo, January 27, 1926.

A. W. SEYMOUR,
Registrar-General.

NOTICES UNDER THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1903.

RATNAPURA URBAN DISTRICT COUNCIL.

Statement of Revenue and Expenditure of the Ratnapura Urban District Council for 1925.

		REVENUE.			
		Amount.	Total.	Amount.	Total.
		Rs. c.	Rs. c.	Rs. c.	Rs. c.
A.—General Revenue :—					
(1) Property tax 171 (1) (a)	..	12,255 86			
(2) Acreage tax 171 (1) (b)	..	—			
(3) Vehicles and animals tax 173 (1) (b)	..	2,778 0			
(4) Licence duties 173 (1) (c)	..	485 50			
(5) Other taxes 173 (d)	..	—			
(6) Refund of stamp duties	..	2,856 75			
(7) Refund of liquor licences	..	155 0			
(8) Refund of police tax	..	3,942 56			
(9) Compensation for opium revenue	..	3,409 23			
(10) Fines by court not included elsewhere	..	449 25			
Fines, departmental	..	27 25			
(11) Pension contributions	..	—			
(12) Assessment arrears, recovery, &c.	..	88 14			
(13) Refunds	..	15 0			
(14) Interest from bank	..	11 50			
			26,474 4		
B.—Thoroughfares :—					
(1) Labour tax 173 (1) (a)	..	4,586 0			
(2) Fines on defaulters	..	136 50			
(3) Other collections—					
Fines under Part IV., Chapter II.	..	33 50			
Sale of badges, &c.	..	—			
Sale of old stores	..	25 40			
Stray cattle, poundage fees	..	127 54			
Fines, departmental	..	59 75			
Sale of firewood	..	7 15			
Demüwatte ferry toll rent fees	..	1,010 4			
			5,985 88		
C.—Resthouse and ambalams :—					
(1) Fees 60	..	3,408 5			
(2) Other, sale of old articles	..	12 75			
			3,420 80		
D.—Council lands and buildings :—					
(1) Rents	..	199 0			
(2) Sale of produce	..	42 75			
			241 75		
E.—Public Health :—					
(1) General revenue—					
(a) Fines under Part IV., Chapter III.	..	800 50			
(b) Other unexpended balance	..	3 88			
			804 38		
(2) Scavenging :—					
(a) Fees 168 (10) (b)	..	—			
(b) Sale of refuse 130	..	42 50			
(c) Fines on contractors and coolies	..	0 50			
			43 0		
(3) Conservancy :—					
(a) Fees 168 (10) (b)	..	5,561 0			
(b) Sale of refuse 130	..	—			
(c) Fines on contractors and coolies	..	3 0			
(d) Refunds	..	7 3			
			5,571 3		
(4) Slaughter-house and cattle pound—					
(o) Fees 168 (11) (a)	..	—			
Fees, special licence to slaughter	..	1,308 75			
(b) Sale of refuse	..	—			
			1,308 75		
(5) Water supply—					
(a) Water rate, 141 (b), 146	..	8,125 38			
(b) Surplus costs and distraining fees	..	2 75			
			8,128 13		
(6) Hospitals—					
(a) Contribution from Government	..	—			
(b) Rent of hospital grounds	..	—			
(7) Markets and galas—					
(a) Rents 168 (12)	..	3,617 13			
(b) Boutiques and stalls 168 (12)	..	—			
(c) Fees for private markets 150 (3)	..	—			
(d) Licences 163 (1)	..	65 50			
			3,682 63		
F.—Public Recreation :—					
(a) Rents and cuttle grazing fees	..	235 80			
(d) Grant for upkeep of Fort grounds	..	90 0			
			325 80		
G.—Cemeteries :—					
(1) Fees	..	650 0			
(2) Hire of hearse	..	95 0			
(3) Graves sold, &c.	..	60 0			
(4) Fees for maintenance of Church of England burial ground	..	24 0			
			829 0		
H.—Dog Registration :—					
(1) Registration fees	..	134 0			
(2) Fines	..	7 0			
(3) Sale of dog collars	..	—			
(4) Seizing fees	..	—			
			141 0		
I.—Weights and Measures :—					
(1) Fees for stamping	..	44 96			
(2) Fines	..	—			
			44 96		
J.—Education :—					
(1) Fines	..	—			
Total revenue					
			57,001 15		
Other receipts, refunds of advances					
			40 0		
Balance January 1, 1925					
			19,339 11		
			76,380 26		

		EXPENDITURE.			
		Amount.	Total.	Amount.	Total.
		Rs. c.	Rs. c.	Rs. c.	Rs. c.
A.—General Expenditure :—					
(1) Salaries of officers (not otherwise charged)—					
(a) Secretary ..	2,400	0			
(b) Revenue Inspector ..	315	0			
(c) Clerk ..	1,140	0			
(d) Peon ..	245	50			
(e) Cost of technical advisers ..	—	—			
(f) Pensions ..	237	96			
(g) Process server ..	180	0			
(h) Messenger ..	95	0			
(2) Establishment expenses—					
(a) Allowances (not otherwise charged) ..	1,121	51			
(b) Travelling ..	77	87			
(c) Commission to tax collectors (not otherwise charged) ..	646	25			
(d) Assessors fees ..	966	24			
(e) Leal expenses ..	—	—			
(f) Stationery, printing, advertising, and office expenses ..	833	73			
(g) Registration of voters, &c. ..	—	—			
(h) Cost of cart plates ..	66	43			
(i) Cost of audit ..	526	14			
(3) Refunds ..	23	13			
			8,874	76	
B.—Thoroughfares :—					
(1) Salaries and wages ..	477	0			
(2) Maintenance ..	8,369	7			
(3) Plant and tools ..	286	14			
(4) Lighting ..	2,687	71			
(5) Watering of streets ..	—	—			
(6) Commission to tax collectors ..	389	76			
(7) Cost of badges and fare tables ..	—	—			
(8) Acquisition ..	340	0			
(9) Improvements ..	2,050	0			
(10) Loan charges ..	—	—			
(11) Refunds ..	14	0			
(12) New works ..	255	0			
			14,868	68	
C.—Resthouse and ambalams :—					
(1) Salaries ..	541	50			
(2) Maintenance ..	1,026	18			
(3) Furniture and equipment ..	844	74			
(4) Improvements ..	—	—			
(5) Refunds ..	16	50			
			2,428	92	
D.—Council lands and buildings :—					
(1) Wages ..	18	75			
(2) Commission to collectors ..	—	—			
(3) Rent of office ..	480	0			
(4) Maintenance ..	435	5			
(5) Furniture ..	136	38			
(6) Police tax ..	139	16			
(7) Loan charges ..	—	—			
			1,209	34	
E.—Public Health :—					
(1) General expenditure—					
(a) Salaries ..	702	50			
(b) Allowances ..	573	0			
(c) Uniform ..	143	10			
(d) Printing and stationery ..	—	—			
(e) Disinfectants ..	188	56			
(f) Preventive measures ..	2	0			
			1,609	16	
(2) Scavenging :—					
(a) Wages ..	3,090	25			
(b) Carts and bulls ..	2,012	0			
(c) Stores ..	1	0			
			5,103	25	
(3) Conservancy—					
(a) Wages ..	3,644	0			
(b) Carts and bulls ..	1,293	0			
(c) Stores ..	209	85			
(d) Rent of night soil depôts ..	43	0			
(e) Maintenance of latrines ..	92	68			
(f) Acquisition ..	—	—			
(g) Construction ..	—	—			
			5,282	53	
(4) Slaughter-house and cattle pound—					
(a) Wages ..	285	0			
(b) Maintenance ..	74	8			
(c) Acquisition ..	—	—			
(d) Construction ..	—	—			
(e) Cattle disease ..	—	—			
			359	8	
(5) Water supply—					
(a) Wages ..	—	—			
(b) Stores ..	49	50			
(c) Maintenance ..	151	47			
(d) Acquisition ..	—	—			
(e) Construction ..	—	—			
(f) Loan charges ..	—	—			
(g) Commission to collector ..	110	71			
			311	68	
(6) Hospitals—					
(a) Wages ..	—	—			
(b) Maintenance ..	—	—			
(c) Paupers ..	669	38			
			669	38	
(7) Markets and galas—					
(a) Wages ..	—	—			
(b) Maintenance ..	152	92			
(c) Printing ..	23	0			
(d) Acquisition ..	—	—			
(e) Construction ..	338	76			
(f) Loan charges ..	—	—			
			514	68	
F.—Public Recreation :—					
(a) Wages ..	—	—			
(b) Maintenance ..	375	99			
(c) Other, King's birthday celebrations ..	100	0			
(d) Acquisition ..	—	—			
			475	99	
G.—Cemeteries :—					
(1) Wages ..	792	0			
(2) Maintenance ..	2	25			
			794	25	
H.—Dog Registration :—					
(1) Destruction of dogs ..	79	35			
Gun licence ..	2	50			
(2) Commission to collectors ..	4	95			
(3) Cost of dog collars ..	—	—			
(4) Cost of seizures ..	—	—			
(5) Dog pound maintenance ..	2	62			
			89	42	
I.—Weights and Measures :—					
(1) Fees to examiner ..	19	64			
(2) Stores ..	—	—			
			19	64	
J.—Education :—					
(1) Salary of Attendance Officer ..	—	—			
Total expenditure ..	—	—	42,610	76	
Other payments, advances ..	—	—	—	—	
Balance December 31, 1925 ..	—	—	33,769	50	
			76,380	26	

Deposit Account, 1925.

RECEIPTS.		Amount.	EXPENDITURE.		Amount.
		Rs. c.			Rs. c.
Receipts ..		3,489	55	Refunds ..	3,431
Balance on January 1, 1925 ..		2,485	89	Balance on December 31, 1925 ..	2,543
		5,975	44		5,975

Statement of Assets and Liabilities of the Ratnapura Urban District Council on December 31, 1925.

LIABILITIES.	Amount.		ASSETS.	Amount.	
	Rs.	c.		Rs.	c.
Deposits ..	2,543	86	Cash in Kachcheri ..	23,310	48
Balance surplus cash ..	33,769	50	Cash in Chartered Bank of India ..	3,002	88
			Cash in P. & O. Banking Corporation, Ltd. ..	10,000	0
		36,313		36,313	36

January 13, 1926.

T. WALLOPPILLAI,
Chairman, Urban District Council, Ratnapura.

MATALE URBAN DISTRICT COUNCIL.

Statement of Revenue and Expenditure of the Matale Urban District Council for the Year 1925.

REVENUE.	Rs.	c.	EXPENDITURE.	Rs.	c.
A.—General Revenue ..	32,767	53	A.—General Expenditure :—		
B.—Thoroughfares ..	11,780	31	(1) Salaries of officers ..	4,426	14
C.—Resthouse and ambalams ..	1,147	50	(2) Establishment expenses ..	5,455	37
D.—Council lands and buildings (not included elsewhere) ..	964	80	B.—Thoroughfares ..	31,065	65
E.—Public Health :—			C.—Resthouse and ambalams ..	1,055	75
(1) General revenue ..	331	50	D.—Council lands and buildings (not included elsewhere) ..	1,587	69
(2) Scavenging ..	123	80	E.—Public Health :—		
(3) Conservancy ..	2,532	50	(1) General expenditure ..	4,152	88
(4) Slaughter-houses and cattle pound ..	1,791	92	(2) Scavenging ..	7,066	95
(5) Water supply ..	10,854	23	(3) Conservancy ..	6,253	50
(6) Hospitals ..	—	—	(4) Slaughter-houses and cattle pound ..	321	90
(7) Markets and galas ..	6,466	31	(5) Water supply ..	7,618	48
F.—Public recreation ..	391	24	(6) Hospitals ..	372	60
G.—Cemeteries Ordinance, No. 9 of 1899 ..	546	50	(7) Markets and galas ..	1,883	78
H.—Dog Registration Ordinance, No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893 ..	221	50	F.—Public recreation ..	2,192	15
I.—Weights and Measures Ordinance, No. 8 of 1876 ..	—	—	G.—Cemeteries Ordinance, No. 9 of 1899 ..	809	32
J.—Education Ordinance, No. 1 of 1920 ..	—	—	H.—Dog Registration Ordinance, No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893 ..	83	30
Other Receipts :—			I.—Weights and Measures Ordinance, No. 8 of 1876 ..	—	—
(1) Deposits ..	7,784	87	J.—Education Ordinance, No. 1 of 1920 ..	—	—
(2) Refund of advances ..	350	0	Other Payments :—		
			(1) Refund of deposits ..	63,913	26
			(2) Advances ..	360	0
		78,054			
Balance on December 31, 1924 ..	72,551	80	Balance on December 31, 1925 ..	138,638	72
				11,967	59
Total ..	150,606	31	Total ..	150,606	31

Statement of Assets and Liabilities of the Urban District Council, Matale, on December 31, 1925.

LIABILITIES.	Rs.	c.	ASSETS.	Rs.	c.
Balance in Kachcheri ..	3,085	48	Cash at Kachcheri ..	10,389	29
Balance in Bank ..	1,578	30	Cash at Bank (current account) ..	1,578	30
Deposits in Kachcheri ..	2,114	81			
Balance on loans received ..	4,189	0			
Security ..	1,000	0			
Total ..	11,967	59	Total ..	11,967	59

Office of the Urban District Council,
Matale, January 26, 1926.C. ARIYA NAYAGAM,
Chairman.

LOCAL BOARD NOTICES.

SANITARY BOARD, PROVINCE OF UVA.

Statement of Revenue and Expenditure of the Sanitary Board of Uva for 1925.

HAPUTALE.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
Taxes	..	4,507	79	Administration	..	1,748	44
Licences	..	2,876	50	Revenue services	..	224	77
Fines	..	45	0	Sanitation	..	2,454	1
Rents and fees	..	913	20	Street lighting	..	330	0
Interest on fixed deposit	..	788	30	Public works	..	5,075	62
Security	..	315	0	Refund of security, &c.	..	123	26
Miscellaneous	..	546	99	Miscellaneous	..	292	24
		9,992	78			10,248	34
Balance on January 1, 1925	..	32,415	8	Balance on January 1, 1926	..	32,159	52
		Total	42,407 86			Total	42,407 86

PASSARA.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
Taxes	..	2,836	23	Interest and sinking fund	..	572	0
Licences	..	801	50	Administration	..	755	19
Fines	..	176	0	Revenue services	..	247	46
Rents and fees	..	673	75	Sanitation	..	1,632	52
Security	..	137	75	Street lighting	..	705	84
Miscellaneous	..	681	69	Public works	..	2,099	15
		5,306	92	Refund of security, &c.	..	10	0
Balance on January 1, 1925	..	5,751	87	Miscellaneous	..	93	90
		Total	11,058 79	Balance on January 1, 1926	..	6,116	6
						4,942	73
				Total	..	Total	11,058 79

HALDUMMULLA.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
Taxes	..	1,113	66	Administration	..	81	24
Licences	..	185	50	Revenue services	..	141	47
Miscellaneous	..	18	9	Sanitation	..	832	18
		1,317	25	Public works	..	416	0
Balance on January 1, 1925	..	1,149	58	Miscellaneous	..	59	43
		Total	2,466 83	Balance on January 1, 1926	..	1,530	32
						936	51
				Total	..	Total	2,466 83

WELIMADA.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
Taxes	..	956	14	Administration	..	118	50
Licences	..	379	0	Revenue services	..	121	90
Rents and fees	..	145	50	Sanitation	..	648	19
Miscellaneous	..	16	25	Public works	..	1,585	14
		1,496	89	Miscellaneous	..	49	26
Balance on January 1, 1925	..	2,010	98	Balance on January 1, 1926	..	2,522	99
		Total	3,507 87			984	88
				Total	..	Total	3,507 87

LUNUGALA.

REVENUE.		Rs. c.	EXPENDITURE.		Rs. c.
Taxes	..	1,616 83	Interest and sinking fund	..	459 0
Licences	..	373 0	Administration	..	168 5
Rents and fees	..	110 70	Revenue services	..	153 92
Fines	..	84 0	Sanitation	..	1,037 90
Security	..	50 0	Public works	..	247 85
Miscellaneous	..	21 60	Refund of security, &c.	..	80 0
			Miscellaneous	..	46 24
		2,256 13			2,192 96
Balance on January 1, 1925	..	1,069 59	Balance on January 1, 1926	..	1,132 76
Total	..	3,325 72	Total	..	3,325 72

KOSLANDA.

REVENUE.		Rs. c.	EXPENDITURE.		Rs. c.
Taxes	..	2,567 42	Interest and sinking fund	..	220 0
Licences	..	945 50	Administration	..	144 74
Fines	..	10 0	Revenue services	..	150 71
Security	..	55 0	Sanitation	..	848 80
Miscellaneous	..	6 62	Public works	..	540 67
			Refund of security, &c.	..	12 0
		3,584 54	Miscellaneous	..	54 12
Balance on January 1, 1925	..	1,513 72	Balance on January 1, 1926	..	1,971 4
Total	..	5,098 26	Total	..	3,127 22

Statement of Collectons under the Thoroughfares Ordinance included under Taxes.

		Rs. c.			Rs. c.
Haputale	..	968 0	Passara	..	850 0
Haldummulla	..	534 0	Weimada	..	238 0
Lunugala	..	491 0	Koslanda	..	541 0

Statement of Arrears of Sanitary Rate and Water Rate on December 31, 1925.

Name of Town.	Sanitary Rate Due for 1925.	Balance on December 31, 1925.	Water Rate Due for 1925.	Balance on December 31, 1925.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Haputale	1,271 56	305 59	—	—
Passara	637 64	151 67	947 28	225 33
Haldummulla	435 32	108 35	—	—
Weimada	493 80	116 25	—	—
Lunugala	568 15	134 51	465 53	134 51
Koslanda	720 36	194 31	261 48	70 90

Sanitary Board Office,
Badulla, January 20, 1926.

R. A. G. FESTING,
Chairman.

ROAD COMMITTEE NOTICES.

Darrowela-Annfield Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety .. Rs. 1,600.00
Private contributions .. Rs. 1,616.00

1st section, 32.85 lines.

Proprietors or Agents.	Estates.	Acreage.
N. G. Campbell	Darrowella	697
1st to 2nd section, 1 mile, 17.65 lines.		
Carson & Co.	Hadley	228
1st to 3rd section, 1 mile, 32.56 lines.		
M. L. Wilkins	Invery and Waterloo	513
R. C. Scott	Ottery No. 1	243
1st to 4th section, 2 miles, 19.07 lines.		
R. C. Scott	Ottery (Stamford Hill Division)	141
1st to 5th section, 2 miles, 31.84 lines.		
A. G. Johnstone	St. Leys	130
1st to 6th section, 3.50 miles.		
H. B. Daniel (Agent)	Annfield	284
Do.	Kinloch	121
George Steuart & Co.	Roscrea and Dorothea	213
H. M. McLeod	Erlsmere	170
Vogan Tea Company (Lee Hedges & Co., Agents)	Stamford Hill	135
Do.	Barkindale	81

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, January 11, 1926.

Ulapane-Riverside Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety .. Rs. 1,460.00
Private contributions .. Rs. 1,474.60

1st to 2nd section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Mahavilla	321
Do.	Weliganga and Halgolla	204
Messrs. Lee, Hedges & Co. (F. D. Milner)	Kanapediwatta	527
Vailoo Cangany	Mahugahena	65
Korale Estates Co., Messrs. Brooke Bond & Co. and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and E. L. Godley	Dambagalla	98
Do.	Nugawella	191

Proprietors or Agents.

Estates.

Acreage.

The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Denmark	150
Tilton Ceylon Tea Estates Co., Ltd., Messrs. Gordon Frazer & Co. (J. H. P. Spurway)	Oolapane	196

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

The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Mahavilla	321
Do.	Weliganga and Halgolla	204

Messrs. Lee Hedges & Co. (F. D. Milner)	Kanapediwatta	527
Vailoo Cangany	Mahugahena	65

Korale Estates Co., Messrs. Brooke Bond & Co. and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and E. L. Godley	Dambagalla	98
Do.	Nugawella	191

The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Denmark	150
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4th, 5th, and 6th sections, $1\frac{1}{2}$ mile.

Messrs. Lee, Hedges & Co. (F. D. Milner)	Kanapediwatta	527
Vailoo Cangany	Mahugahena	65
Korale Estates Co., Messrs. Brooke Bond & Co. and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and E. L. Godley	Dambagalla	98
Do.	Nugawella	191

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

Korale Estates Co., Messrs. Brooke Bond & Co. and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and E. L. Godley	Dambagalla	98
Do.	Nugawella	191

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, January 11, 1926.

Padiapellella-Ellamulla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety .. Rs. 2,000.00
Private contributions .. Rs. 2,020.00

1st to 4th section, 4 miles.

Proprietors or Agents.	Estates.	Acreage.
The Ceylon Tea Plantations Co. (N. Rayner)	Kabaragala	489

1st to 5th section, 4.89 miles.

Proprietors or Agents.	Estates.	Acreage.
The Anglo-American Tea Trading Co., Ltd. (J. T. Affleck)..	Mandaranevura ..	474
Colombo Commercial Co., Ltd. (R. A. Y. Caruth) ..	Ellamulla Group ..	704

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, January 11, 1926.

Bathford Valley Branch Road (between Dikoya Post Office to Tillyrie Stores).

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety ..	Rs. 2,900.00
Private contributions ..	Rs. 2,929.00

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Anglo-Ceylon and General Estate Co.	Darawella ..	697
Wanarajah Tea Company of Ceylon, Limited ..	Menikwatta ..	478
Battalagalla Tea Estates Co. ..	Hadley ..	228
Scottish Ceylon Tea Company, Limited ..	Invery ..	306
Vogan Tea Company ..	Stamford Hill ..	135
Scottish Ceylon Tea Company, Limited ..	Waterloo ..	207
H. B. Daniell ..	Annfield ..	284
Do. ..	Kinloch ..	121
R. C. Scott ..	Ottery ..	384
H. M. McLeod ..	Erlsmere ..	170
George Stuart & Co. ..	Roscrea and Dorothea ..	213
A. G. Johnstone ..	St. Ley's ..	130

1st to 3rd section, 3 miles.

Battalagalla Tea Estates Co. ..	Battalagalla ..	444
Lanka Tea Estates Co. ..	Fordyce Group ..	954
Vogan Tea Estates Co. ..	Barkindale ..	81

1st to 4th section, 4 miles.

Chas. Mackwood & Co. ..	Bathford ..	220
Hornsey Tea Estates Company, Limited ..	Hornsey ..	251

1st to 5th section, 5 miles.

Whittall & Co. ..	Ingestre ..	732
Hornsey Tea Estates Company, Limited ..	Abercairney ..	222
C. Mackwood & Co. ..	Berat ..	227
Mrs. F. A. Davis ..	Blinkbonnie ..	223

1st to 7th section, 6.60 miles.

The Ceylon Tea Plantation Company, Limited ..	Tillyrie ..	772
South Wanarajah Co. ..	Poyston ..	322
The Robgill Tea Co., Ltd. ..	Robgill, Singarawatta, and Bon Accord ..	744

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, January 11, 1926.

Norwood-Upcot Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety ..	Rs. 4,900.00
Private contributions ..	Rs. 4,949.00

1st and 2nd sections, 1½ mile.

Proprietors or Agents.	Estates.	Acreage.
M. Elton Lane ..	Haloowella ..	244

1st to 5th section, 3½ miles.

J. M. Robertson & Co. ..	Lanka and Craighill ..	204
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1st to 6th section, 4 miles.

R. Cotesworth ..	Stockholm ..	283
Do. ..	Lower Cruden ..	194

1st to 7th section, 4½ miles.

Geo. Stuart & Co. ..	Mahagala ..	290
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1st to 8th section, 5½ miles.

Geo. Stuart & Co. ..	Mahanilu ..	290
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1st to 9th section, 6 miles.

Harrisons & Crosfield, Ltd. ..	Kincora ..	245
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1st to 10th section, 6½ miles.

Geo. Stuart & Co. ..	Gouravilla ..	706
Ceylon Tea Plantations Co. ..	Alton ..	225
Do. ..	Beaconsfield ..	168
Geo. Stuart & Co. ..	Minna ..	277

1st to 12th section, 7 9/10 miles.

Mackwoods, Ltd. ..	Scarborough ..	276
Geo. Stuart & Co. ..	Ormidale ..	350
Do. ..	Anandale ..	296
Do. ..	Cleveland ..	340
Rosehaugh Tea Co. ..	Caledonia and Meeriacotta ..	409
Fairlawn Estates Co. ..	Suriakanda ..	221
Do. ..	Fairlawn ..	297
Do. ..	Glencoe (Bargany) ..	208
Scottish Ceylon Tea Co. ..	Mincing Lane ..	194
R. J. Austin (George Stuart & Co., Agents) ..	Ladbrook ..	208
Ceylon Tea Plantations Co. ..	Upcot ..	232
Geo. Stuart & Co. ..	Strathspey ..	231
Scottish Ceylon Tea Co., Agents ..	Blairavon ..	177

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, January 11, 1926.

Maskeliya-Crudon Branch Road.

(Maskeliya Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Maskeliya bridge on the 1st mile of the above road, for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday,

February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 70.00
Private contributions	Rs. 70.70
Proprietors or Agents.	Estates. Acreage.
Sir Thomas Lipton	Bunyan .. 298
Do.	Ovooca .. 255
J. M. Robertson & Co.	Mocha .. 588
G. B. de Mowbray	Dotale .. 108
Bois Bros. & Co.	Queensland .. 281
Whittall & Co. ..	Bloomfield .. 262
Do.	Mottingham .. 258
A. P. Juckes	Dunnottar .. 187
Colombo Commercial Co., Ltd.	Emelina .. 205
Whittall & Co. ..	Brunswick .. 256
Do.	Caskieben .. 206
J. M. Robertson & Co.	Midlothian .. 244
Do.	Deeside .. 441
Geo. Stuart & Co.	Glenugie .. 377
Do.	Bargrove .. 205

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman,
Kandy, January 11, 1926.

Maskeliya-Moray Branch Road.

(Laxapana Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Laxapana bridge on the 34th mile of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 340.00
Private contributions	Rs. 343.40
Proprietors or Agents.	Estates. Acreage.
A. N. Greig	Laxapana, York, and John's land .. 866
The Laxapana Tea Co.	Blantyre .. 239
Do.	St. Andrews .. 321
G. Johnson	Dalhousie .. 289
Do.	Situlaganga .. 143
A. N. Greig	Suluganga .. 155
E. H. Etches	Forres .. 387
Uplands Tea Estates Co.	Moray and Vallodolid .. 461
Do.	Geddes .. 198
Do.	Corfu .. 187
Do.	Rajamalle .. 212
L. Elwell	Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore .. 848
S. B. Bell	Adam's Peak .. 742

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman,
Kandy, January 11, 1926.

Brownlow-Luccombe Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the upkeep of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday,

February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 1,500.00
Private contributions	Rs. 1,515.00
Proprietors or Agents.	Estates. Acreage.
Geo. Stuart & Co.	1st section, 35.20 lines. Kintyre .. 288
Geo. Stuart & Co.	1st to and section, 66.00 lines. Bitterne .. 169
Ceylon Land & Produce Co.	1st to 3rd section, 86.40 lines. Rickarton and Leaston .. 596
Geo. Stuart & Co.	Gangawatta .. 186
C. Hood	Kelaniya .. 351½
Lewis Brown & Co.	1st to 4th section, 127.60 lines. Mousakele .. 278
Miss V. N. Hood	1st to 5th section, 158.40 lines. Ekolsund .. 305
Lewis Brown & Co.	1st to 6th section, 184.80 lines. Nyanza .. 394
Whittall & Co.	1st to 7th section, 204.34 lines. Rutherford .. 276
Do.	Luccombe and Heathfield .. 478
Lambert L. Pieris	Hapugastenne .. 606

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman,
Kandy, January 11, 1926.

Ulapane-Riverside Branch Road.

(Ulapane Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge, situated on 2nd section of the road for the year ending September 30, 1926; the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 185.00
Private contributions	Rs. 186.85
Proprietors or Agents.	Estates. Acreage.
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Mahavilla .. 321
Do.	Weliganga and Halgolla .. 204
Do.	Denmark .. 150
Messrs. Lee, Hedges & Co. (F. D. Milner)	Kanapediwatta .. 527
Vailoo Cangany	Mahugahena .. 65
Korale Estates Co., Messrs. Brooke, Bond & Co., and R. W. Mayo	Riverside .. 390
The English and Scottish Co-operative Wholesale Societies and E. L. Godley	Dambagalla .. 98
Do.	Nugawella .. 191

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman,
Kandy, January 11, 1926.

Maskeliya-Moray Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 1,530.00
Private contributions	Rs. 1,545.30
Proprietors or Agents.	Estates. Acreage.

1st and 2nd sections, 47.46 lines.

Geo. Steuart & Co.	.. Kintyre	.. 288
Do.	.. Bitterne	.. 169
Ceylon Land & Produce Co.	Ricarton and Leaston	.. 596

1st to 3rd section, 64.88 lines.

A. N. Greig	.. Laxapana, York, and John's land	.. 866
The Laxapana Tea Co.	.. Blantyre	.. 239
Do.	.. St. Andrews	.. 321
C. Johnson	.. Dalhousie	.. 289
Do.	.. Situlaganga	.. 143
A. N. Greig	.. Suluganga	.. 155

1st to 4th section, 117.68 lines.

E. H. Etches	.. Forres	.. 387
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1st to 5th section, 158.40 lines.

Uplands Tea Estates Co.	.. Moray and Vallodolid	.. 461
Do.	.. Geddes	.. 198
Do.	.. Corfu	.. 187
Do.	.. Rajamalle	.. 212
L. Elwell	.. Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore	.. 848
Shaw, Wallace & Co.	.. Adam's Peak	.. 742

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, January 11, 1926.

Brownlow-Luccombe Branch Road.

(Flood Damages.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for repairing flood damages on the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 1,350.00
Private contributions	Rs. 1,383.75
Proprietors or Agents.	Estates. Acreage.

Geo. Steuart & Co.	.. Kintyre	.. 288
Do.	.. Bitterne	.. 169
Ceylon Land & Produce Co.	Rickarton and Leaston	.. 596
Geo. Steuart & Co.	.. Gangawatta	.. 186
C. Hood	.. Kelaniya	.. 351½
Lewis Brown & Co.	.. Mousakele	.. 278
Miss V. N. Hood	.. Ekolsund	.. 305
Lewis Brown & Co.	.. Nyanza	.. 394
Whittall & Co.	.. Rutherford	.. 276
Do.	.. Luccombe and Heathfield	.. 478
Lambert L. Pieris	.. Hapugastenne	.. 606

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, January 11, 1926.

Maskeliya-Cruden Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 2,600.00
Private contributions	Rs. 2,626.00
Proprietors or Agents.	Estates. Acreage.

1st section, 27.68 lines.

J. M. Robertson & Co.	.. Glentilt	.. 448
Sir Thomas Lipton	.. Bunyan	.. 298
Do.	.. Ovoca	.. 255
G. B. de Mowbray	.. Dotale	.. 108

1st to 2nd section, 80.48 lines.

Bois Bros. & Co.	.. Queensland	.. 281
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1st to 4th section, 159.70 lines.

Whittall & Co.	.. Bloomfield	.. 262
Do.	.. Mottingham	.. 258
A. P. Jukes	.. Dunnotfar	.. 187
Colombo Commercial Co., Ltd.	.. Emelina	.. 205
Whittall & Co.	.. Brunswick	.. 256
Do.	.. Caskieben	.. 206
J. M. Robertson & Co.	.. Midlothian	.. 244
Do.	.. Mocha	.. 588

1st to 6th section, 190.08 lines.

J. M. Robertson & Co.	.. Deeside	.. 441
Geo. Steuart & Co.	.. Glenugie	.. 377
Do.	.. Bargrove	.. 205

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, January 11, 1926.

Maskeliya-Moray Branch Road.

(Situla-ganga Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 85.00
Private contributions	Rs. 85.85
Proprietors or Agents.	Estates. Acreage.

E. H. Etches	.. Forres	.. 387
Uplands Tea Estates Co.	.. Moray and Vallodolid	.. 461
Do.	.. Geddes	.. 198
Do.	.. Corfu	.. 187
Do.	.. Rajamalle	.. 212
L. Elwell	.. Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore	.. 848
Shaw Wallace & Co.	.. Adam's Peak	.. 742

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, January 11, 1926.

Kadugannawa-Gampola Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate interested in the road to make up the private contribution, as follows:—

Government contribution	Rs. 2,000
Private contribution	Rs. 5,000

1st and 2nd sections, 2 miles.

Total acreage, 3,328½—Moiety of cost, Rs. 956·22—
Sectional rate, 28728c.—Total rate, 28728c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
N. D. J. de Silva	.. St. Helens	.. 125	.. 35 92
Edwin C. de Silva	.. Nuga Ella	.. 81	.. 23 28

1st to 3rd section, 3 miles.

Total acreage, 3,122½—Moiety of cost, Rs. 478·11—
Sectional rate, 15311c.—Total rate, 44039c.

Mrs. E. Warakaulle	.. Sadikka	.. 88½	.. 38 98
M. B. Panabokka	.. Medrup	.. 103	.. 45 37
Vanderspaar & Co.	.. Belungalla	.. 390	.. 171 76

1st to 4th section, 4 miles.

Total acreage, 2,541—Moiety of cost, Rs. 478·11—
Sectional rate, 18815c.—Total rate, 62854c.

M. Babburetty	.. Mercantile	.. 114	.. 71 66
E. H. de Silva	.. Paranapitiya	.. 22	.. 13 84

1st to 5th section, 5 miles.

Total acreage, 2,405—Moiety of cost, Rs. 478·11—
Sectional rate, 19879c.—Total rate, 82733c.

Mackwoods, Ltd. (W. J. R. Hamilton)	.. Winby	.. 1,061	.. 877 80
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1st to 6th section, 5½ miles.

Total acreage, 1,344—Moiety of cost, Rs. 119·45—
Sectional rate, 08887c.—Total rate, 91620c.

W. Jordan	.. Alpitakande	.. 570	.. 522 24
O. B. Wijesekara	.. Gadadessa	.. 510	.. 467 27
James P. Fernando	.. Frankland	.. 264	.. 241 88

7th to 12th section, 5½ miles.

Total acreage, 1,090—Moiety of cost, Rs. 118·50—
Sectional rate, 10871c.—Total rate, 174292c.

R. Foster	.. Gona Adika	.. 1,015	.. 1,769 7
M. S. Seyado Mohamed Marikar	.. Leangaha	.. 45	.. 78 44
K. Ukku Banda	.. Lokuanga	.. 30	.. 52 29

8th to 12th section, 5 miles.

Total acreage, 1,186—Moiety of cost, Rs. 474·30—
Sectional rate, 39991c.—Total rate, 163421c.

S. U. Odayer	.. Maligatenna	.. 30	.. 49 3
K. P. K. N. Kannappa Chetty	.. Ramawella	.. 66	.. 107 86

9th to 12th section, 4 miles.

Total acreage, 1,251—Moiety of cost, Rs. 474·30—
Sectional rate, 37913c.—Total rate, 123430c.

K. Perumal Naikar	.. Dhormapury	.. 30	.. 37 3
M. S. Seyado Mohamed Marikar	.. Udahena	.. 35	.. 43 21

10th to 12th section, 3 miles.

Total acreage, 1,642—Moiety of cost, Rs. 474·30—
Sectional rate, 28885c.—Total rate, 85517c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Noor Mohamed	.. Demoderawatta	.. 40	.. 34 21
F. J. de Saram	.. Hartfield	.. 143	.. 122 29
Heirs of late J. S. Agar (O. Shelton Agar)	.. Mt. Temple	.. 208	.. 177 88

11th to 12th section, 2 miles.

Total acreage, 1,675—Moiety of cost, Rs. 948·60—
Sectional rate, 56632c.—Total rate, 56632c.

H. Sam de Silva	.. Sanda Siri	.. 33	.. 18 69
			Total .. 5,000 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. S. C. Traill, Chairman, Local Committee, Alpitakande estate, Gampola, on or before February 28, 1926.

W. L. KINDERSLEY,

Provincial Road Committee's Office, Kandy, January 18, 1926. Chairman.

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. 2,400 on the estimate of maintenance amounting to Rs. 3,200 for the year ending September 30, 1926, as follows:—

Government contribution	Rs. 800·00
Estates contribution	Rs. 2,400·00

1st section, 1 mile.

Total acreage, 1,994—Cost, Rs. 640—Sectional rate, 32096c.—Total rate, 32096c.

Proprietors or Agents.	Estates.	Acreage.	Amount due.
			Rs. c.
A. Govindasamypillai	.. Narankaduwa	.. 50	.. 16 5
Ramalingampillai	.. do.	.. 44	.. 14 13
A. P. S. T. Sellambram-pillai	.. do.	.. 43	.. 13 80
A. Salumburam Kangany	.. do.	.. 21	.. 6 74

1st to 4th section, 3½ miles.

Total acreage, 1,836—Cost, Rs. 1,760—Sectional rate, 95860c.—Total rate, 127956c.

H. G. Montgomerie	.. Kirimetiya	.. 693	.. 886 74
Do.	.. Old Meddagama	.. 299	.. 382 59
A. M. G. Trotter	.. Bellwood and Moragala	.. 751	.. 960 95
P. Pelpola	.. Agallawatta	.. 93	.. 119 0
			Total .. 2,400 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 February 28, 1926.

W. L. KINDERSLEY,

Provincial Road Committee's Office, Kandy, January 18, 1926. Chairman.

Arambakade-Bokkawela Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate in the district interested in the road as follows:—

Government moiety .. Rs. 1,000·00
Private contributions .. Rs. 4,004·00

1st and 2nd sections, 2 miles.

Total acreage, 2,882—Moiety of cost, Rs. 1,456—
Sectional rate, '50520c.—Total rate, '50520c.

Proprietors or Agents or Superintendents.	Estates.	Acreage.	Amount.
			Rs. c.
K. B., L. B., and R. B.			
Girihagama	Uplands	50	25 27

1st to 3rd section, 3 miles.

Total acreage, 2,832—Moiety of cost, Rs. 728—
Sectional rate, '25706c.—Total rate, '76226c.

T. A. Mendis	Gallannawatta	42	32 2
Kalu Duraya	do. and		
	Walatenne	52	39 64

1st to 4th section, 4 miles.

Total acreage, 2,738—Moiety of cost, Rs. 728—
Sectional rate, '26588c.—Total rate, 1'02814c.

J. Ferguson	Maousawa	153	157 31
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1st to 5th section, 5 miles.

Total acreage, 2,585—Moiety of cost, Rs. 728—
Sectional rate, '28162c.—Total rate, 1'30976c.

Proprietors or Superintendents.	Estates.	Acreage.	Amount.
			Rs. c.
E. H. Wijenaika	Lilly Valley	69	90 38
G. J. F. Percival	Pathirade	269	352 33
F. C. Theobald	Maylene	140	183 37
1st to 6th section, 5 miles, 29 chains, and 36 feet.			
Total acreage, 2,107—Moiety of cost, Rs. 364— Sectional rate, '17275c.—Total rate, 1'48251c.			
G. H. Hall	Tipperary, Fern Hill, and Nova Zembla	320	474 41
K. M. A. Abdul Cader			
Lebbe	Ginigathelewatta	75	111 20
M. R. Harris	St. Anthony	25	37 7
L. W. A. de Soysa	Bokkawela	107	158 63
J. Ferguson	Morankande	1,580	2,342 37
			Total .. 4,004 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to J. Ferguson, Esq., Chairman, Local Committee, Morankande estate, Galagedara, on or before February 28, 1926.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, January 18, 1926.
Chairman.

GOVERNMENT NOTIFICATIONS.

(Continued from page 218.)

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

Name.	Pensionable Appointment.	Seconded Service.
Mr. V. E. Weeraratne	Electrical Inspector, Public Works Department.	Electrical Inspector, Galle Electric Lighting Scheme, from December 1, 1925

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 29, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

MADRAS PEARL FISHERY, 1926.

NOTICE is hereby given that a Pearl Fishery will be held at Tuticorin commencing on or about February 17, 1926.

2. The banks to be fished are as follows:—

Pulipundu pars; Cruxian pars; Tholayiram par (southern portion).

The estimated number of oysters on these banks is approximately 375 lakhs.

3. Application for the registry of boats and divers will be received by the Superintendent of Pearl and Chank Fisheries, Tuticorin, up to February 1, 1926.

4. No restrictions will be imposed on the tonnage of boats. The Samman Otties are however warned that boats above 25 tons are likely to be handicapped on days when calm prevails and towing is required.

5. Fishing is expected to commence on February 17, 1926, and all boats and men registered should report themselves at the Beach Master's Office in the Pearl Fishery Camp (Silavathurai) not later than February 15.

6. Every boat owner whose boat is accepted for the fishery shall sign an undertaking to observe the rules issued for the conduct of boats and divers during the fishing operations; a copy of these rules will be supplied to all applicants. To ensure the due observance of these rules a deposit of Rs. 5 for each diver, returnable at the close of the fishery, shall be lodged as security by each boat owner with the Superintendent of Pearl and Chank Fisheries, Tuticorin.

7. The fishery will be conducted on account of Government and the oysters put up for sale in such lots as may be deemed expedient.

8. The Pearl Fishery Camp (Silavathurai) is about 2 miles north and within easy reach of Tuticorin town which is a terminus of the South Indian Railway. Tuticorin is in steamer communication with Colombo.

9. Provisions, water, and building materials will be available for purchase in the Camp. Sites for quarters, oyster washing thotties, pearl shops, and boutiques will be auctioned *ten days prior to the date of the commencement of the fishery, i.e., on or about February 8, 1926.* Boarding and lodging will generally be available in the Camp, besides the facilities available at Tuticorin. There will be also a fully furnished resthouse to accommodate six persons at a time in charge of a butler, who will provide food on payment if required.

10. Payment for oysters should be in cash or in Government of India notes. Drafts on the Imperial Bank of India and other Bank Agencies will also be received on letters of credit being produced to warrant the drawing of such drafts.

11. Further particulars may be obtained from the Superintendent of Pearl and Chank Fisheries, Tuticorin.

Madras,
Dated January 1, 1926.

B. SUNDARA RAJ,
Director of Fisheries.