



THE CEYLON GOVERNMENT GAZETTE

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PART I.—GENERAL.

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

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COLOMBO :

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PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

K NOW Ye that We, the Governor of Ceylon, by virtue of the powers in Us vested by section 55 of "The Courts Ordinance, No. 1 of 1889," have been pleased to appoint that the District Court, Jaffna, shall be holden at the Ridgeway Hall, Jaffna, from February 8, 1926, until such date as the ordinary Court-house ceases to be used by the Supreme Court.

Colombo, February 5, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

K NOW Ye that We, the Governor, with the advice of the Executive Council, by virtue of the powers vested in Us by section 4 of "The Dog Registration Ordinance, 1901," have been pleased to amend Proclamation dated December 7, 1925, published in *Government Gazette* No. 7,503 dated December 11, 1925, as follows :

In the list of towns and their limits within the Western Province for the words "Horana . . . Local Board area" substitute the words "Horana . . . Sanitary Board area."

Colombo, February 4, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

W HEREAS by a Proclamation bearing date July 2, 1890, a tract of forest land, as set forth in the schedule to the said Proclamation and within the limits therein specified and set forth, was, under the provisions of section 19 of "The Forest Ordinance, 1885," declared to be a reserved forest, subject to certain rights :

And whereas it appears to Us expedient that a certain portion of the said land so reserved as aforesaid should cease to be reserved :

Now know Ye that We, the Governor of Ceylon, in exercise of the powers in Us vested by sub-section (2) of section 6 of "The Forest Ordinance, 1907," do hereby direct that the portion of the said land specified and set forth in the schedule hereto shall cease to be reserved as from and after the date hereof :

And We do in all other respects confirm the said Proclamation of July 2, 1890.

Colombo, February 4, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Lot 293 in preliminary plan 8,632, situated in the village Bambarabotuwa, in the Uda pattu of Nawadun korale, Ratnapura District, Province of Sabaragamuwa ; and bounded on the north by lot 157 in preliminary plan 8,632, on the east by a stream, on the south by a footpath, and on the west by Madittepola-dola and lot 157 in preliminary plan 8,632 ; and containing in extent 52 acres and 1 rood.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

KNOW Ye that We, the Governor of Ceylon, in exercise of the powers 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 Pitawalayagama, Ihala Walahena, and Pahala Walahena, in the Munnessaram pattu south of the Pitigal korale north of the Chilaw District, in the North-Western Province.

Kandy, February 6, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The following lots situate in the village of Pahala Walahena, in the Munnessaram pattu south of the Pitigal korale north of the Chilaw District, in the North-Western Province:—

Lot.	Name of Land.	Extent.		
		A.	R.	P.
1 ..	Walahenakele	4	2	21
2 ..	Do.	7	3	30
3 ..	Do.	4	0	19
Total ..		16	2	30

and bounded as follows: on the north by title plan 52,254 (the village limit of Manakkulama), Veli-ela; on the east by title plans 134,798, 134,915, and 134,799; on the south by title plans 256,520 and 171,882, a road reservation claimed by the Crown, title plan 116,880, lot 6 in preliminary plan 5,164, title plan 107,825, lot 5 in preliminary plan 5,164; on the west by lot 4 in preliminary plan 5,164, title plan 107,734, land claimed on title plans 253,380 and 52,254 (village limit of Manakkulama).

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

KNOW Ye that We, the Governor of Ceylon, in exercise of the powers 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 Tulawela and Koswatta, in the Otara palata north of Pitigal korale south of the Chilaw District, in the North-Western Province.

Kandy, February 6, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Kohilagodella, situate in the village of Tulawela, in the Otara palata north of the Pitigal korale south of the Chilaw District, in the North-Western Province, containing in extent 10 acres 1 rood and 8 perches, and shown as lot 1 in preliminary plan 5,575; and bounded as follows: on the north by title plans 141,893 and 230,026; on the east by title plan 230,026, the road from Potuwatawana to Kirimetiya; on the south by the road from Potuwatawana to Kirimetiya; on the west by title plans 225,585, 88,240, 225,584, and 141,893.

2. The land commonly called or known as Tulawalakele *alias* Kohilagodella, situate in the village of Tulawela, in the Otara palata north of the Pitigal korale south of the Chilaw District, in the North-Western Province, containing in extent 12 acres 1 rood and 32 perches, and shown as lot 1 in preliminary plan 5,382; and bounded as follows: on the north by the road from Kirimetiya to Potuwatawana, title plan 230,026; on the east by title plans 230,026 and 225,586; on the south by Tulawalakele *alias* Kohilagodella claimed by the Crown; on the west by the road from Kirimetiya to Potuwatawana.

(Continued on page 744.)

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 60 of 1926.

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

Mr. S. C. SANSONI to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Negombo, and Superintendent of the Negombo Prison, during the absence of Mr. D. H. BALFOUR, from February 13 to 20, 1926, inclusive, or until the resumption of duties by that officer.

Mr. S. S. JAYAWICKREMA to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Matara, during the absence of Mr. J. C. W. ROCK, for fourteen days from February 12, 1926, or until the resumption of duties by that officer.

Mr. AELIAN ONDAATJE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, from February 14 to 21, 1926, inclusive, during the absence on leave of Mr. V. COOMARASWAMY, or until further orders.

Mr. J. A. FERNANDO to act as Additional District Judge, Kalutara, on February 17, 1926.

Mr. E. H. LUCETTE to the office of Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, and Additional District Judge, Kandy, for the judicial divisions of Gampola and Nawalapitiya, with effect from February 11, 1926, or until further orders.

Mr. R. H. WIJEMANNE to act as Commissioner of Requests and Police Magistrate, Kalutara, during the absence of Mr. H. J. V. EKANAYAKE, for February 6 and 7, 1926, 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 February 17, 1926, until the resumption of duties by that officer.

The appointment of Mr. SUBRAMANIAM appearing under Notification No. 50 in the *Gazette* of February 5, 1926, is cancelled.

Mr. A. R. SUBRAMANIAM to act as Police Magistrate and Commissioner of Requests, Kayts, during the absence of Mr. E. W. KANNANGARA, from February 14 to 16, 1926, inclusive, or until the resumption of duties by that officer.

Mr. A. V. VAN LANGENBERG to act as Additional Police Magistrate, Gampola, on February 13, 1926.

Mr. J. KADRAMATAMBY to act as Additional Police Magistrate, Batticaloa, from February 15 to 20, 1926, inclusive.

Mr. HENRY A. S. HAMER, Accountant, Ceylon Savings Bank, to act as Secretary on February 12 and 13, 1926, during the absence on leave of Mr. A. W. METZELING, or until further orders.

Mr. WILLIAM ALEXANDER CORADINE, Provincial Engineer, North-Western Province, to be an Official Member of the Local Board of Health and Improvement, Kurunegala, *vice* Mr. D. K. McMINN.

Mr. J. R. P. RANASOORIYA to be a Member of the Sanitary Board of the Matara District, for one year from January 1, 1926.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 12, 1926. Colonial Secretary.

No. 61 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 13 of Ordinance No. 10 of 1861, to appoint Mr. J. B. COLES to be a Member of the Provincial Road Committee, Central Province, for the year 1926.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 10, 1926. Colonial Secretary.

No. 62 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, in terms of section 3 of "The Plant Protection Ordinance, No. 10 of 1924," to appoint Mr. W. C. LESTER SMITH to be an Inspector under the Ordinance.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 9, 1926. Colonial Secretary.

No. 63 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. B. B. H. M. JONATHAN MOONAMALLE to be Inquirer for Meda pattu korale west, in Katugampola hatpattu of the District of Kurunegala, North-Western Province.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 11, 1926. Colonial Secretary.

No. 64 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 D. M. UKKU BANDA, Arachchi of Miyan-deniya, to act as Inquirer for Madure korale in Weudawili hatpattu of Kurunegala District from January 25 to February 28, 1926, inclusive, *vice* D. M. K. BANDA.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 6, 1926. Colonial Secretary.

No. 65 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. SENANAKAYA GANIHI MUDIYANSELAGE KIRI BANDA, of Hakahinna, Korala of Kandupita pattu north, Kegalla District, Province of Sabaragamuwa, to be an Inquirer for that division, *vice* Mr. PUNCHI NILAME, Korala, dismissed.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 10, 1926. Colonial Secretary.

No. 66 of 1926.

GOVERNMENT has accepted the resignation tendered by Mr. W. A. A. I. DON BARTHOLOMEW PERERA of his appointment as Inquirer for Yatakalam pattu and Medapalata in Pitigal korale south of the District of Chilaw, North-Western Province.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 12, 1926. Colonial Secretary.

No. 67 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. CHARLES VICTOR SIMON DE SILVA, of Moratuwa, to be a Notary Public throughout the judicial division of Kurunegala, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 10, 1926. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

IT is hereby notified that I have appointed MURUGESU VISWALINGAM ARUMOGAM to act as Deputy Medical Registrar of Births and Deaths of Ratnapura town division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days, with effect from February 3, 1926, *vice* NAGAMUTTU PONNIAH, on leave. His office will be at the Civil Hospital, Ratnapura.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, February 3, 1926. Registrar-General.

IT is hereby notified that I have confirmed JOHANIS L. DIAS GUNARATNE in his appointment as Registrar of Births and Deaths of Kananke division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, February 3, 1926. Registrar-General.

THE following appointments, under section 3 of Ordinance No. 23 of 1900 and section 7 of Ordinance No. 19 of 1907, are hereby notified:—

The Additional Assistant Provincial Registrar, Colombo, has appointed DON WILLIAM SENANAYAKA to act as Registrar of Births and Deaths of Yatigaha North division, and of Marriages (General) of Yatigaha pattu of Hapitigam korale division, in the Colombo District of the Western Province, for thirty days from January 25, 1926, during the absence of the Registrar, SENANAYAKA APPUHAMILLAGA DON YAHAPANIS, on leave. His office will be at Polhitawapuwatta in Kudagammana; station: Kinagahawatta in Wattemulla.

The Additional Assistant Provincial Registrar, Colombo, has appointed LIYANAGE CLEMENT DE SILVA to act as Registrar of Births and Deaths of Otaru West division, and of Marriages (General) of Dunagaha pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for eight days from February 3, 1926, during the absence of the Registrar, HENRY RICHARD DE SILVA, on leave. His office will be at Kurunduwatta in Daluwakotuwa.

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. ISIDORE JOHN FERNANDO to act as Registrar of Births and Deaths of Colombo town No. 5 division, in the Colombo District of the Western Province, for four days from February 5, 1926, during the absence of the Registrar, Dr. JOSEPH LOUIS FERNANDO, on leave. His office will be at No. 20C, Mayfield road, Kotahena.

The Additional Assistant Provincial Registrar, Colombo, has appointed EDMUND ARTHUR JAYASEKERA to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, on February 8, 1926, during the absence of the Registrar, PIYADASA DHARMASIRI RATNATUNGA, on leave. His office will be at the Registrar-General's Office, Colombo.

The Additional Assistant Provincial Registrar, Colombo, has appointed EDMUND ARTHUR JAYASEKERA to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, for five days from February 9, 1926, during the absence of the Registrar, PIYADASA DHARMASIRI RATNATUNGA, on leave. His office will be at the Registrar-General's Office, Colombo.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON DAVID SENANAYAKE to act as Registrar of Births and Deaths of Talpitibadda division, and of Marriages (General) of Panadure totamune division, in the Kalutara District of the Western Province, on February 1, 1926, during the absence of the Registrar, ILEPERUMAGE DON ARNOLIS, on leave. His office will be at Delgahawatta in Mahanila.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON DAVID SENANAYAKE to act as Registrar of Births and Deaths of Talpitibadda division, and of Marriages (General) of Panadure totamune division, in the Kalutara District of the Western Province, on February 2, 1926, during the absence of the Registrar, ILEPERUMAGE DON ARNOLIS, on leave. His office will be at Delgahawatta in Mahawila.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PETIKIRI ARACHCHIGE DON SIMON AMARASEKERA to act as Registrar of Births and Deaths of Millewa division, and of Marriages (General) of Udugaha pattu division, in the Kalutara District of the Western Province, for three days from February 3, 1926, during the absence of the Registrar, DON PEIRIS GUNATILAKE GAMALAT, on leave. His office will be at Puswelahenewatta in Kindelpitiya.

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 thirty days from February 3, 1926, *vice* the Registrar, DON PROLIS DASSANAYAKE, deceased. His office will be at Kahatagahawatta in Kumbuke.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON CHARLES EDIRIMANNE to act as Registrar of Births and Deaths of Uduwara division, and of Marriages (General) of Munwatebage pattu division, in the Kalutara District of the Western Province, for three days from February 4, 1926, during the absence of the Registrar, CECIL TILLAKARATNE, on leave. His office will be at Ampitigala Walauwa in Ampitigala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON LUTAS KOTALAWALA to act as Registrar of Births and Deaths of Kulupana division, and of Marriages (General) of Kumbuke pattu division, in the Kalutara District of the Western Province, on February 6, 1926, during the absence of the Registrar, DON ROMANIS KOTALAWALA, on leave. His office will be at Karandemandiyelanda in Kahatapitiya.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON SIMAN WIRAKKODY WIJEGUNAWARDANE to act as Registrar of Births and Deaths of Warakagoda division, and of Marriages (General) of Gangaboda pattu division, in the Kalutara District of the Western Province, on February 6, 1926, during the absence of the Registrar, ETULATMUDALIGE DON PEDRICK APPUHAMY, on leave. His offices will be at Uyanwatta in Warakagoda and Radamerulanda in Govinna.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PALLAGE DON PROLIS APPUHAMY to act as Registrar of Births and Deaths of Welgama division, and of Marriages (General) of Gangaboda pattu division, in the Kalutara District of the Western Province, for twenty-one days from February 8, 1926, during the absence of the Registrar, DON CHARLES SAMARASEKERA, on sick leave. His office will be at Sarakkuwewatta in Bulatsinhala; station: Delpawatta in Mahagama on first and third Thursdays of every month.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON SIMAN WIRAKKODY WIJEGUNAWARDANE to act as Registrar of Births and Deaths of Warakagoda division, and of Marriages (General) of Gangaboda pattu division, in the Kalutara District of the Western Province, on February 10, 1926, during the absence of the Registrar, ETULATMUDALIGE DON PEDRICK APPUHAMY, on leave. His offices will be at Uyanwatta in Warakagoda and Radamerulanda in Govinna.

The Additional Assistant Provincial Registrar, Kandy, has appointed ANGUNAWALA PANDITARATNA WASALA MUDIYANSELAGE MUTU BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Udu Nuwara No. 2 division, in the Kandy District of the Central Province, for four days from February 8, 1926, during the absence of the Registrar, ANGUNAWALA PANDITARATNA WASALA MUDIYANSELAGE LOKU BANDA, on leave. His office will be at Diddeniyegedarawatta at Angunawala.

The Additional Assistant Provincial Registrar, Nuwara Eliya, has appointed GERIS DE SILVA SUWANDARATNE to act as Registrar of Births and Deaths of Dimbula korale division, and of Marriages (General) of Kotmale (excluding the portion in Gravets) division, in the Nuwara Eliya District of the Central Province, for five days from February 3, 1926, during the absence of the Registrar, ABRAHAM SILVA JAYASURIYA, on leave. His additional office will be at house No. 178, Gansabhawa building, Talawakele; and main office at house No. 2, Agrapatana.

The Additional Assistant Provincial Registrar, Galle, has appointed CHARLES ABEYWARDENA to act as Registrar of Births and Deaths of Induruwa division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for thirty days from January 31, 1926, *vice* DON DAVITH ABEYWARDENA, deceased. His office will be at Pabiyanagewatta at Galboda in Induruwa.

The Additional Assistant Provincial Registrar, Galle, has appointed MAWANANEHEWA JOHN CYRIL DE SILVA to act as Registrar of Births and Deaths of Batapola division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for thirty days from February 4, 1926, during the absence of the Registrar, MAWANANEHEWA JOHN DE SILVA, on leave. His office will be at Maralagodawatta in Batapola.

The Additional Assistant Provincial Registrar, Galle, has appointed DON ARNOLIS DE SILVA JAYAWICKRAMA to act as Registrar of Births and Deaths of Walawe division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on February 8, 1926, during the absence of the Registrar, BARON DE SILVA JAYAWICKRAMA, on leave. His office will be at Kalatiyagodawatta in Polpogoda.

The Additional Assistant Provincial Registrar, Galle, has appointed Dr. WALTER ALEXANDER GOMES to act as Medical Registrar of Births and Deaths of Galle Municipality division, in the Galle District of the Southern Province, on February 10, 1926, during the absence of the Registrar, EDMUND ABEYSUNDERA JAYASEKERA, on leave. His office will be at Civil Hospital, Galle.

The Additional Assistant Provincial Registrar, Matara, has appointed DON DAVID WIJESINGHA to act as Registrar

of Births and Deaths of Four Gravets No. 3rd division, and of Marriages (General) of Matara town and Gravets division, in the Matara District of the Southern Province, for fourteen days from February 8, 1926, during the absence of the Registrar, PALLEWELA LOKUGAMAGE DON JAMES WIJESINGHA, on leave. His offices will be at Ganga-addarawatta in Pallimulla and Sattambigewatta in Weraduwa.

The Assistant Provincial Registrar, Matara, has appointed LOUIS DISSANAYAKA SEDARA to act as Registrar of Births and Deaths of Kamburupitiya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for three days from February 8, 1926, during the absence of the Registrar, DIAS MARTIN WANIGASEKERA, on leave. His office will be at Godawekandewatta in Kamburupitiya.

The Additional Assistant Provincial Registrar, Matara, has appointed JAMES GOONARATNA to act as Registrar of Births and Deaths of Meda Viyangoda division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for eight days from February 12, 1926, during the absence of the Registrar, NICHOLAS RASAPUTTARAM, on leave. His office will be at Bisopattuweghenewatta in Yatiyara and Maragahahenawatta in Homangoda.

The Additional Assistant Provincial Registrar, Hambantota, has appointed MARAKKALAGE CHARLIS DE SILVA to act as Registrar of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for three days from January 30, 1926, during the absence of the Registrar, RICHARD JAYASINGHE, on sick leave. His office will be at Police Court, Hambantota.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS NIKULAS RAJAPAKSA to act as Registrar of Births and Deaths of Marakada upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for seven days from February 1, 1926, during the absence of the Registrar, DON DIONIS RAJAPAKSA, on leave. His office will be at Godawanewatta in Buddiyagama.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON BASTIAN HELIYAGODA 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 two days from February 2, 1926, during the absence of the Registrar, DON JAMES DE SILVA SUDUSINHA, on leave. His office will be at Malittangahawatta in Wanduruppa.

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 three days from February 4, 1926, during the absence of the Registrar, RICHARD JAYASINGHE, on sick leave. His office will be at Police Court, Hambantota.

The Provincial Registrar, Jaffna, has appointed AIYATURALAI PONNUSAMY to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for seven days from January 31, 1926, during the absence of the Registrar, VAYRAMUTTU MUTTUKUMARU, on leave. His office will be at Hemakuda in Nallur.

The Assistant Provincial Registrar, Jaffna, has appointed DANIEL POOR BARTLETT to act as Registrar of Births and Deaths of Jaffna Town Locality No. 1 division, in the Jaffna District of the Northern Province, for seven days from February 1, 1926, during the absence of the Registrar, Miss ANNE SYMONDS, on leave. His office will be at Caledon House in Jaffna town.

The Assistant Provincial Registrar, Mullaittivu, has appointed APPAPILLAI KANAGASABAPATHY to act as Registrar of Marriages (General) of Maritime pattu division, in the Mullaittivu District of the Northern Province, for thirty days from February 1, 1926, during the absence of the Registrar, RICHARD KUNARATNAM ARULAMPALAM, transferred. His office will be at the Assistant Provincial Registrar's Office, Mullaittivu.

The Assistant Provincial Registrar, Mullaittivu, has appointed SITHAPARAPPILLAI UDAYAR VANNIYASINGHAM

to act as Registrar of Births and Deaths of Kilakkumulai south division, in the Mullaivivu District of the Northern Province, for seven days from February 6, 1926, during the absence of the Registrar, SITHAMPARAPPILLAI UDAYAR SINNATHAMBY, on leave. His office will be at Udaiyavalavu, Periyavilathikulam.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed PALIPODY VYRAMUTTU to act as Registrar of Births and Deaths of Karavaku pattu north No. 2. division, and of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, for eleven days from February 10, 1926, during the absence of the Registrar, SETHUPATHIPILLAI POOPALAPILLAI, on leave. His office will be at Pandiruppu; station: Naipaddimunai.

The Assistant Provincial Registrar, Trincomalee, has appointed PUNCHAPPURALA PUNCHI BANDA to act as Registrar of Births and Deaths of Kaddukulam West division, and of Marriages (General) of Kaddukulam pattu west division, in the Trincomalee District of the Eastern Province, for ten days from February 3, 1926, during the absence of the Registrar, K. W. VANNAKKURALA, on leave. His office will be at Galkadawala; and station: Madawachchi.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed KUDA BANDA SENEVIRATNE to act as Registrar of Births and Deaths of Ihalawisideke korale west division, and of Marriages (General) of Hiriya hatpattu division, in the Kurunegala District of the North-Western Province, on February 4, 1926, during the absence of the Registrar, HITINAYAKE MUDIYANSELAGE DINGIRI BANDA, on leave. His office will be at Moragasgoda.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed Dr. DON SIMON ABEYEGUNAWARDENE to act as Medical Registrar of Births and Deaths of Puttalam town division, in the Puttalam District of the North-Western Province, for fourteen days from January 31, 1926, during the absence of the Registrar, Dr. JOHN PONNAMPALAM SUBRAMANIAM, on leave. His office will be at the Civil Hospital, Puttalam.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed CHANDRASEKERA HITIHAMY to act as Registrar of Births and Deaths of Anavilundun pattu north of Sengal-oya "B" division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for five days from February 8, 1926, during the absence of the Registrar, DISANAYAKE APPUHAMY CHANDRASEKERA, on leave. His office will be at Anavilundawa.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed WALIMUNI INDIRIEL MENDIS ABEYSEKERA to act as Registrar of Births and Deaths of Yagam pattu south division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for two days from February 8, 1926, during the absence of the Registrar, WICKRAMA DARNIS MENDIS WIJAYAGOONERATNA SENANAYAKA, on leave. His office will be at Kosgahawatta, Madampe.

The Provincial Registrar, Ratnapura, has appointed SOORIYA ARACHCHILLAGE DINGIRI MAHATMAYA to act as Registrar of Births and Deaths of Marapone division, and of Marriages (General) of Nawadun korale division, in the Ratnapura District of the Province of Sabaragamuwa, for two weeks from February 5, 1926, during the absence of the Registrar, DELKANDURE DANAPALA MUDIYANSELAGE PUNCHIMAHATMAYA GUNASEKERA, on leave. His office will be at Wattevidanegewatta in Hakamuwa.

The Provincial Registrar, Ratnapura, has appointed HECTOR DIAS SENEVIRATNE to act as Registrar of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for February 8, 1926, during the absence of the Registrar, THOMAS DE SILVA ABAYAWICKRAMA, on leave. His office will be at the Land Registry, Ratnapura.

The Assistant Provincial Registrar, Kegalla, has appointed KURUWITA ARACHCHIGE MARTIN APPUHAMI to act as Registrar of Births and Deaths of Dehigampal korale Egodapota pattuwa division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for two days from February 3, 1926, during the absence of the Registrar, KURUWITA ARACHCHIGE APPU SINNO, on leave. His office will be at Hitinawatta in Imbulana.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, February 10, 1926. Registrar-General.

THE notification appearing in the *Government Gazette* No. 7,509 of January 22, 1926, relating to the acting appointment of MUDIYANSELAGE DINGIRI BANDA as Registrar of Births and Deaths of Udukaha korale east, and of Marriages (General) of Dambadeni hatpattu, in the Kurunegala District of the North-Western Province, is hereby cancelled.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, February 3, 1926. Registrar-General.

GOVERNMENT NOTIFICATIONS.

IT is hereby notified that an examination under the regulations of January 11, 1924, for gentlemen in the Civil Service will be held in the Council Chamber on Monday, April 19, 1926, at 10 A.M., and following days, namely:—

Monday, April 19	.. Sinhalese	Thursday, April 22	.. Law, Accounts, and Riding
Tuesday, April 20	.. Law	Friday, April 23	.. Tamil
Wednesday, April 21	.. Law	Saturday, April 24	.. Tamil

If necessary, the examination in Tamil will be extended to Monday, April 26, 1926.

The examination for officers in the Police Department and the Forest Department, and the *viva voce* examination in the native languages for officers in the Public Works Department, the Irrigation Department, the Railway Department, and the Harbour Engineer's Department will be held at the same time and place.

Candidates are required to send in their names so as to reach this office not later than March 22, 1926.

Gentlemen in the Civil Service should state in their applications whether they are presenting themselves for the first or second examination, and whether they intend taking up Sinhalese or Tamil.

The hours of examination will be from 10 A.M. to 1 P.M. and from 1.30 P.M. to 4.30 P.M., exclusive of the *viva voce* examination, which will be specially arranged for.

By His Excellency's command.

Colonial Secretary's Office,
Colombo, February 10, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

IT is hereby notified that the under-mentioned gentlemen have passed the examination prescribed under the regulations dated January 11, 1924, held in January, 1926:—

SECOND EXAMINATION.

Name.	Law. Per Cent.	Accounts. Per Cent.	Sinhalese. Per Cent.	Tamil. Per Cent.
P. J. Hudson	69	76	62	64
G. N. Farquhar	52	75	61	68
J. Light	50	75	56	51

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 10, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

IT is hereby notified that the under-mentioned officers have passed the departmental examinations held in January, 1926, in the subjects noted against their names:—

Railway Department.

Mr. G. Bodman—Sinhalese.

Mr. A. Bradshaw—Tamil.

Public Works Department.

Mr. M. Jeffery—Tamil.

Agricultural Department.

Mr. V. L. de Silva—Sinhalese.

Mr. G. D. Austin—Tamil.

Mr. L. Abeyesundera—Tamil.

Mr. Walter Perera—Tamil.

Mr. R. N. Sinnayah—Tamil.

Colombo Port Commission.

Mr. D. H. Edgar—Tamil.

Mr. F. B. Clark—Tamil.

Police Department.

Mr. R. J. Weerasinghe—Tamil.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 10, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

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

BY-LAW made by His Excellency the Governor, with the advice of the Executive Council, under section 18 (2) (j) of "The Vehicles Ordinance, No. 4 of 1916," for the Central and Sabaragamuwa Provinces.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 9, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAW.

Motor omnibuses are prohibited from using the road mentioned in the schedule hereto.

Schedule referred to.

Road from Kitulgala to Ginigathena in the Central and Sabaragamuwa Provinces.

HIS Excellency the Governor has been pleased, in terms of Excise Notification No. 85, to nominate Mr. J. de S. Wimalasuriya to be a member of the Excise Advisory Committee for the Matulé Urban District Council area for the remainder of the period of three years ending September 30, 1927, vice Mr. Edward de Silva, who ceased to be a member.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 9, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

"THE EXCISE ORDINANCE, No. 8 OF 1912."

Excise Notification No. 152.

WITH reference to the conditions of licences mentioned in Excise Notification No. 76 dated June 15, 1918, the brands of spirit appearing in the schedule annexed hereto have been approved by the Excise Commissioner under the powers vested in him by Excise Notification No. 1, published in the *Ceylon Government Gazette* No. 6,536 of December 13, 1912, and section 24 of "The Excise Ordinance, No. 8 of 1912," and it is hereby notified that no other brands can be sold or offered for sale by any licensee from and after the date hereof, and all licensees are hereby required to have a printed copy of this Notification hung up in a conspicuous place in their licensed premises.

By His Excellency's command,

Colonial Secretary's Office
Colombo, February 8, 1926.A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

Approved Brands of Foreign Spirits.

WHISKY.		Name of Manufacturer or Shipper.	Brand.
Name of Manufacturer or Shipper.	Brand.		
Mackie & Co., Ltd.	White Horse Cellar	G. Bach	Diabetic
Do.	Laird O'Logan	W. A. Gaines & Co.	Old Bourbon
Do.	Extra Special Dry Liqueur	Cutler, Palmer & Co.	Napier Johnstone's
Do.	Clear	Do.	Special Blend
Do.	Special Reserve	Robert Brown & Co., Ltd.	Old Liqueur
John Dewar & Sons, Ltd.	White Label	Do.	Four Crown
Do.	Extra Special	Do.	House of Lords
Do.	Special	W. & A. Gilbey, Ltd.	Strathmill
Gilmour Thomson & Co., Ltd.	Scotch Cream	Do.	Spey Royal
Do.	Royal Blend, 3 Stars	Do.	F. O. B.
Do.	Glencadam	Do.	Three Gees
Do.	Royal Blend, 1 Star	Do.	Provost
Do.	Thomson's Liqueur	John Walker & Son, Ltd.	Johnnie Walker (white label)
Do.	Scotch Mist	Do.	do. (red label)
Do.	Glen Eldon	Do.	do. (black label)
Do.	O'Connor's Irish	Slater, Rodger & Co.	Huntley Blend
Do.	Cargills' Special	Do.	V. S. O.
Do.	Cargills' Polo	Do.	Culdearn
Do.	Galle Face Hotel Special	Do.	Ben Ross
Do.	Queen's Hotel Special	D. & J. McCallum	Perfection
Jas. Buchanan & Co., Ltd.	Black and White	A. & A. Crawford	Special Reserve
Do.	Red Seal	Do.	Liqueur
J. & G. Stewart, Ltd.	Usher's Green Stripe	John & Robert Harvey & Co.	Gold Label
E. & J. Burke, Ltd.	Lawson's Liqueur	Do.	Special
Do.	Burke's, 3 Stars	John Robertson & Co.	Craignish
Stirling Bonding Co.	U. K. Malt	Chas. Blundell & Co.	Cabinet
Innes & Grieve, Ltd.	Uamvar	Hiram Walker & Sons	Canadian Club
Stenhouse, Ltd.	Liqueur	James Munro & Son, Ltd.	No. 1
Robt. Crawford & Co.	C. C. C.	Do.	Cleopatra
Bernard & Co.	Encore	G. R. Mackenzie, Ltd.	Clan Mackenzie
John Robertson & Son, Ltd.	Bencally	Messrs. David Heilbron & Sons	King's Liqueur
Alexander & Macdonald	Cargills' Royal Sovereign	Mitchell Bros.	C. B. (Special Reserve)
Do.	Cargills' Own Blend	Do.	MacGregor's (do.)
Robertson & Baxter, Ltd.	Cargills' Club Special	J. G. Turney & Sons	Tee Tee
Do.	Cargills' D. G. M.	Do.	Yellow Label
John Jamieson & Sons	3 Stars	J. Brown & Co.	Day and Night
Dent, Urwick & Yeatman	Miller's Special Highland	Do.	Commodore
Do.	Miller's 12-year old	Do.	Brown's Special
Do.	Miller's Old Blended Malt	Do.	J. B. & Co.
Do.	Miller's Heather Blend	Anderson & Shaw, Ltd.	Challenge
Do.	Diabetic	Do.	Grand Liqueur Challenge
Do.	Lagavulin	Mitchell Bros, Ltd.	Heather Dew
Do.	Centaur	Wright & Greig, Ltd.	Roderick Dhu
Do.	Very Old Special (D. C. L.)	The Fettercairn Distillery Co.	Fettercairn
Distillers Co., Ltd.	Cambus	Chivas Bros.	Royal Glendee
Do.	Royal Bachelors' Club	J. Robertson, Sanderson & Co., Ltd.	Club Blend
Do.	King Edward VII.	Do.	Mountain Dew
Do.	Highland Nectar	Jas. Lyle, Ltd.	University Blend
Do.	King George IV. (gold label)	P. Mackenzie & Co.	Fine Old Highland
Do.	do. (cream label)	R. Thorne & Son, Ltd.	Old Vat No. 4
Do.	Green Triangle	Do.	O. G.
Peter Dawson & Sons	Perfection	Do.	Scotch Whisky
Do.	Extra Special	A. & B. Mackay, Ltd.	A. B. M.
R. Blair & Son	Clach-na-Cudain	Thomson Marshall & Leaf	Leaf's Whisky
James Watson & Sons	No. 10.	Adet, Seward & Co.	Beehive
Scott, Leslie & Co.	Glen Mar	McConnell's Distillery, Ltd.	O. O. Old Orkney
Wm. Sanderson & Co.	Vat '69	Chas. Kinloch & Co., Ltd.	Red and Black
D. Crawford & Sons	Red Star	D. & G. McLaren, Ltd.	Blue Label
J. & G. Stewart	Gold Medal	W. Lusk & Co.	North Star

WHISKY.

Name of Manufacturer or Shipper.	Brand.
A. & R. Vannan, Ltd.	Brig O'Turk
Moses Risk & Sons	Risks
Chas. McKinley & Co.	McKinley's V. O. B.
Do.	do. Special
Alex. McDonald & Co.	Sandy McDonald
Haig & Haig	"5 Star" Liqueur Whisky
Train & McIntyre, Ltd.	Ferndale
Do.	Veteran
Do.	Grey Label
Brown & Pank	Golden Crown
Slater, Roger & Co.	Ben Dearg
W. H. Chaplin & Co., Ltd.	Horse Shoe
Do.	Phoenix
Do.	Red Cross
G. & J. Maclachlan, Ltd.	Iona
Slater, Rodgers & Co.	Rodgers' Whisky
R. Thorne & Sons	Very Old Scotch Whisky Special
Dailuaine Taliskar Distilleries, Ltd.	The Taliske
Ben Nevis Distillery	Long John
John Haig & Co.	Glenleven
Do.	Gold Label
Do.	Special Reserve
Do.	Dimple Scots
Wm. Greer & Co., Ltd., Glasgow	"O. V. H." Old Scotch Whisky
Robinson Sproul & Co.	Fine Old Highland Whisky
Ledger Sons & Co.	Isle of Skye Brew of Whisky
Howell & Co.	Ingleneuk
John E. McPherson & Sons	Cluny
John Begg	Royal Lochanager
William Grant & Sons, Ltd.	Grant's "Best Procurable" Scotch Whisky
Do.	Grant's "Liqueur" Scotch Whisky
Do.	Grant's "Stand Fast" Scotch Whisky
John Hopkins & Co., Ltd.	"Glen Barry" Very Old Scotch Whisky
Ainslie Baillie & Co.	Royal Edinburgh
Do.	Glenlion
E. Vaughan-Jones	The Standard Scotch Whisky
The Fife Whisky Co.	The Fife Whisky
J. P. O'Brien & Co., Ltd.	Cargill's Extra Special
Do.	G. O. H. Special
Do.	B. L. Gold Label
S. H. Day & Co.	S. H. Day & Co. Whisky
D. Carnegie & Co.	Carnegie's "Liqueur" Scotch Whisky
Macgregor Scott & Co.	"Royal Sovereign"
Dunville & Co., Ltd.	Dunville's Very Old Scotch Whisky, "Two Crowns"
C. Machen & Hudson, Ltd.	Scotch Whisky "Beaver Brand"
Macdonald, Greenlees & Williams, Ltd.	"Claymore" Scotch Whisky
Peter Dawson, Ltd.	Peter Dawson's Special Scotch Whisky
John Robertson & Sons	Special Reserve Old Scotch Whisky
A. & A. Crawford	Crawford's Black Label Liqueur Whisky
D. & D. McLaren	Claverhouse
Chivas Brothers	Royal Strathlythan
H. V. Fearon & Son	Fearon's Whisky "Fine Old Highland Blend"
Macdonald, Greenlees & Williams	Lorne Highland Whisky
William Teacher & Son	Highland Cream
Douglas Graham & Co.	Spire Brand
Robert McNish & Co.	Doctors' Special*
Store & Co.	"Old Store" Liqueur Whisky
Do.	"Old Highland" Scotch Whisky
The Sterling Bonding Co., Ltd.	"Gaelic Old Smuggler"
A. D. Rennie & Co., Ltd.	V. O. L. Whisky*

Name of Manufacturer or Shipper.	Brand.
Brown & Corbett, Ltd.	"Shamrock" Irish Whisky
Alexander Stewart & Son	Cream of the Barley
John Begg	Gold Cap
Do.	Blue Cap
Black & Ferguson	Special Reserve Rare Old Scotch
Douglas Macfarlane & Co.	Special Reserve Scotch
W. P. Lowrie & Co., Ltd.	Lowrie's Scotch
Sandeman & Sons, Ltd.	Sandeman's V. V. O. Special
Booth's Distillery, Ltd.	"Old Style"
William Whitley & Co.	Whitley's "House of Lords"
Thom. & Cameron of Glasgow	"Rob Roy"
Findlater Mackie Todd & Co.	Findlater Liqueur
Do.	Findlater Regency
Do.	Booth Distillers, Ltd., Milburn Liqueur
Do.	Auld Brig
Brown & Pank	Glenrosa
Do.	Old Royal
Phipson's	Fine Old Malt
J. W. Hardie	Antiquary
Messrs. John Gillon & Co.	King William IV., Six Stars Scots
R. H. Thomson & Co.	Grand Highland Liqueur
J. & W. Hardie & Co.	Sanderson Liqueur Special Scotch
Do.	Sanderson Second to None (Special Reserve) Old Scotch
McDonald Greenlees, Williams, Ltd.	Strathdon Old Liqueur Scotch
Chivas Bros.	Royal Loch Nevis Scotch
Hills & Underwood	Highland Queen Scotch
Fife Whisky Co.	Fife
Queen Dock Bonding Co.	Baillie Nicol Jarvie Blend
Phipson & Co.	Lock Tummel
Do.	Jock Scott
Thomason & Gillespie	Bracken Blend Scotch
Simpson, Shepherd & Sons, Ltd.	Fortification Old Scotch
Slater Rodger & Co.	Rodger's Rare Old Scotch
Do.	Rodger's Rare Old Scotch, 3 Star
John Mackay & Co.	House of Lords
R. Fraser & Sons	O. H. M. Pure Old Scotch
Campbell & Co.	Royal Star
Charles Ogilvy & Co.	Port More
Peter Forsyth & Co.	Plus Four
Mackenzie & Cochran's	House of Lords
Robert Adamson & Co.	Royal Edwards
Donald Fisher, Ltd.	"Ye Monks" Scotch
Do.	"Dew of Ben Lawers" Scotch
J. Millar Mitchel	Hillside Liqueur Scotch
Andrew McNab & Co.	"Extra Special Old Scotch"
Hedges & Butler	Vats 250
Do.	Vat Royal
Donald Sinclair & Co.	Albion
Bulloch Lade & Co., Ltd.	Bulloch Lade Gold Label
Do.	Bulloch Lade White Label

* These brands are provisionally approved.

BRANDY.

Jas. Hennessy & Co.	1 Star
Do.	3 Stars
John Exshaw & Co.	No. 1
Do.	No. 2
Hanappier & Co.	1 Crown
Do.	1 Star
Do.	2 Stars
Do.	3 Stars
Do.	Champagne Cognac
Do.	Mathusalem
Do.	Extra Grande Vieux
E. Cusenier Fils Aine & Cie.	Grande Supreme
Do.	La Rupee d'Or Authier fils et Cie
Do.	La Rupee d'Argent Authier fils et Cie
Do.	La Rupee de Bronze Authier fils et Cie
Do.	1858 (Liqueur)

BRANDY.

Name of Manufacturer or Shipper.	Brand.	Name of Manufacturer or Shipper.	Brand.
E. Cusenier & Cie	Aine 5 Crowns	Boutlier Briand & Co.	Phoenix
Do.	.. Monnot	Do.	.. Edgar Remy & Co.
Do.	.. St. George	Do.	.. Roubilliac & Co.
Do.	.. Vieille Eau de Vie	Justerini & Brooks	.. Liqueur Brandy 25 years old
Do.	.. Vieille Eau de Vie Marie Louise	Do.	.. Liqueur Brandy 60 years old
Do.	.. 3 Crowns	Gross Herimanos	.. Elephant
Do.	.. Marie Antoinette Authier fils et Cie	E. Merlin Fils & Co.	.. E. Merlin Fils & Co., ***
Do.	.. Marie Theresa	J. Prunier & Co.	.. Tower Brandy
Do.	.. Crown Brand	M. Tiffon & Co.	.. Liqueur Brandy
Do.	.. A. 1	Barnett & Fournier	.. Double Seal Fine Old Brandy
Do.	.. *** Antoine Edouard	Dureuille Freres	.. La Regina d'Or Brandy
Courvoisier, Ltd.	.. 1848 (Liqueur)	Barbet & Fournier	.. M. Bertram & Co.
Do.	.. 1875 Liqueur Brandy	Do.	.. Raymond Fils
Do.	.. 1851 Liqueur Brandy	Ev. Vignier & Co.	.. U. V. P. Red Hart No. 1
Rouyer, Guillett & Co.	.. Cargills' Red Cross	Otard Dupuy & Co.	.. Cognac Brandy "1 Star"
Do.	.. Cargills' Red Seal	Do.	.. Cognac Brandy "3 Stars"
Do.	.. Coront	Messrs. Flindlater	.. Flindlater V. O. Liqueur Brandy
Do.	.. Monkey	F. H. Brown	.. "Camel" Brandy
Do.	.. Gold Leaf	Do.	.. "Trois Empereurs" Eau de Vie Vielle
Do.	.. Fine Pale Cognac, 3 Star Brandy	Bisquit Douboucher & Co.	.. Bisquit Brandy No. 1
Do.	.. Montresor et Fils	Pierre Chabanneau & Co.	.. Pierre Chabanneau & Co., * Brandy
Do.	.. Belfry Brand Extra Special No. 1	Do.	.. Pierre Chabanneau & Co., ** Brandy
Do.	.. Peacock Brand	Do.	.. Pierre Chabanneau & Co., *** Brandy
Do.	.. Lablache	Do.	.. Pierre Chabanneau & Co., **** Brandy
Henry Dowden & Ed. Young & Co., Ltd. (England)	.. Cargills' Blue Cross	M. M. L. Roux & Co.	.. Vermouth Styx Eau de vie
Do.	.. Cargills' Blue Seal	M. M. les Fils d'Auguste Beureux	.. Kirsch Pur Vieux "Cordon Or"
Joshua Bros.	.. Boomerang	Do.	.. Eau de vie de Mirabelle "Cordon Or"
Milne & Co.	.. 3 Stars	Do.	.. Eau de vie de Quetsch "Cordon Or"
Penfold & Co.	.. Pale	Pellission Pere & Co.	.. 3 Crown Brandy
G. E. Hudson & Sons	.. Centaur Brand	Do.	.. Fine Pellission Brandy
Do.	.. Liqueur 30 years old	Do.	.. 10 years old Brandy
Do.	.. Liqueur 20 years old	Moyet & Co.	.. Cognac Garanti Natural
Pontal, Dingwall & Morris (London Agents)	.. Elephant C. B.	Do.	.. Grand Fine Champagne
Martell & Co.	.. 1 Star and 3 Stars	Do.	.. Cognac *** (Three Stars)
Cazalis & Prat	.. Elephant Brand	Do.	.. Fine Moyet
Do.	.. Le Coq d'Or	T. Carmaux & Co.	.. The Silver Cup Eau de vie Vieille
Do.	.. Marie Louise	P. Roulleau & Co.	.. * Brandy (One Star)
Do.	.. Rose Marie	Do.	.. Cognac Vieux (Old)
Do.	.. Renie Alice	Do.	.. Fine Superior
Do.	.. Vieux Qualite Superieure	Fromey Rogee & Co.	.. Fromey's Medical Reserve Liqueur
Do.	.. Eau de Vie Vieille	St. Jean Di Angley	.. Lamothe, *** Stars
Chas. Jobit & Co.	.. Grape Brandy	O. Robert & Co.	.. Cognac
Do.	.. Burden XXX.	Do.	.. Fine Robert
Associated Vineyard Cultivators' Co.	.. Beehive	Roux & Co.	.. Cognac
Manuel Chaves	.. Blue Cross	Do.	.. Grande Fine
Guy Gantier & Co.	.. Chardon (white label)	(The U. V. P. Co.) J. Monnett & Co.	.. "V. S. O. P."
Do.	.. do. (green label)	Do.	.. "Extra"
Do.	.. 3 Diamonds	Courvoisier	.. 3 Diamonds
Do.	.. 3 Stars	Cte F. de Roffignac	.. 3 Star Cognac (with guarantee label)
A. Staub & Co.	.. Lighthouse	Do.	.. 3 Star Cognac (with no guarantee label)
Do.	.. 3 Stars	Do.	.. 3 Cross Cognac (with no guarantee label)
Do.	.. Lombard	A. De Luze & Fils	.. Grand Cognac Fine Champagne
Do.	.. Three Medals	Do.	.. Grand Cognac Fine Champagne 1874
Do.	.. La Sovereign d'Or	E. Normandin & Cie	.. Normandin's 15-year old
Do.	.. "A. Staub & Co."	Do.	.. Normandin's 30-year old
E. Blanchy & Co.	.. 1 Star	Barraud Frere Aine Negociant a Cognac	.. Three Star
P. J. de Tenat & Ed. de Georges	.. Comte de Bargelor	Xavier de Lestapis	.. Vieux Cognac Superieur Brandy
Do.	.. Aero d'Or	Eugene Pellison & Co.	.. Elephant D'or, Three Stars
Geo. Sayer & Co.	.. Cognac & London	Do.	.. Elephant D'Argent, One Star
Lucien Foucauld & Co.	.. White Anchor	P. Frepin & Cie	.. Carte D'or French
Do.	.. Crown Liquor, 5 Stars	Do.	.. One Star French
Do.	.. Gold Label		
Adet, Seward & Co.	.. Big Vat		
Do.	.. Beehive Brandy		
Chastenet Freres	.. Chastenet Brandy		
J. G. Monnet & Co.	.. U. V. P. Three Star Brandy		
Do.	.. Liqueur Brandy, V. S. O. P.		
Brown & Pank	.. Longenek Brandy		
Boutlier Briand & Co.	.. No. 1		
Do.	.. Star		

BRANDY.

Name of Manufacturer or Shipper.	Brand.
Vignoron & Co.	Three Bees
Bougillier Delauriere & Co., Cognac	Shark
A. C. Meukow & Co.	No. 1
Do.	One Star
Do.	Three Stars
De Luze's	Champagne
Frapin's	Three Stars
William Tiger & Co.	Tiger Brand, One Star
Do.	Tiger Brand, Three Stars
Girard & Co.	Red Crown Very Select
A. Staub & Co.	Obelisk
Pascal, Combeau & Co.	V. O. P. Cognac
Do.	Three Crowns Cognac
Do.	Three Stars Rex Cognac
Do.	Three Stars Cognac
G. Bonhomme & Co.	Three Star Cognac
A. Staub & Co.	Great Obelisk
Boutillier, Belauriere & Co.	Cognac Brand Three Stars
Do.	Three Stars Cognac
Jules Gilson & Co.	Cognac No. 3
Ch. Lafitte & Co.	V. O.
Do.	Grande Fine Champagne
Simon Bros. & Co., Ltd.	Courvoisier
Julien Dumas & Cies Marque Deposee	Three Stars Cognac
Brugerolle Freres	White Label Brandy Three Stars
Do.	Gold Label Brandy Three Stars
Do.	Blue Label Brandy Three Stars
Do.	Red Horse Genuine Cognac Three Stars
Do.	Medicinal Cognac Genuine
Jas. Hennessy & Co.	Extra
Videau & Co.	French Brandy
Rouyer Guillet & Co.	Coronet Brandy (Roger Ble-ton & Co.)
Albert Grenot & Co.	French Brandy
R. W. Randon & Co.	Randon Brandy
J. Denis & Henry Mouine & Co.	Gold Leaf Brandy

GIN.

Blankenheym & Nolet	Van Telman's Schnapps
Do.	Key Brand
Do.	Royal Club
Do.	Coronet
Do.	Red Diamond
Do.	Cork Screw
Chas. Tanqueray & Co.	Unsweetened
Do.	Old Tom
Coates & Co.	Plymouth
J. & W. Nicholson & Co., Ltd.	Dry
Do.	Old Tom
Robert Burnett & Co., Ltd.	Dry
Do.	Old Tom
E. & J. Burke, Ltd.	Dry
Do.	Old Tom
St. Pancras Gin Refinery Co.	Saints
Distillers Co., Ltd.	London Dry
Do.	Old Tom
Booth's Distillery, Ltd.	London Dry
W. & A. Gilbey, Ltd.	Dry
Do.	Unsweetened
Do.	Old Tom
Sutton, Garden & Co.	Coronet (Unsweetened)
Netherlands Steam Distillery Co.	Freebooter
J. H. Henkes	Schnapps
Herman Jansen	Cardinal
Do.	Comet Brand
Hultskamp & Zoon & Mollign	Old Schiedam

Name of Manufacturer or Shipper.	Brand.
M. P. Pollen & Zoon	Seahorse Schnapps
Do.	Seahorse Geneva
Seager Evans & Co.	Unsweetened
Do.	Dry
F. Nolet	Look Out
Do.	Comet Gin
Do.	Comet Schnapps
Brown & Pank	Pank's Dry Gin
A. Daalimeijer	Duck
Do.	A 1 Gin
Cook & Bernhimer Co.	American Dry Gin
P. Loopuyt & Co.	Genuine Dutch Gin
Do.	Loopuyt's "Schiedam Aromatic" Schnapps
A. Houtman & Co.	Genuine Holland's Geneva
W. H. Chaplin & Co., Ltd.	Finest Unsweetened Gin
E. Vaughan-Jones	Standard Old Tom Gin
Do.	Standard Dry Gin
J. J. Vicker & Co., Ltd.	Unsweetened Gin
Gordon's Dry Gin Co.	Dry Gin
A. Van Hoboken & Co.	A. V. H. Gin
Do.	A. V. H. Schnapps
Chas. Tanqueray & Co.	Finest Dry Gin
Melrose-Drover, Ltd.	Old Tom Gin "M.D."
A. Berkelaar & Zn Schiedam	Sweet Holland's Geneva
S. Boord & Sons	Boord & Sons' Old Tom Gin
Melrose-Drover, Ltd.	Unsweetened Gin "M.D."
Findlater Mackie Todd & Co.	Findlater's Dry Gin
Booth's Distillery, Ltd.	White Label
Thom. & Cameron of Glasgow	Old Tom
Hanappier, Peyrelongue & Co.	Old Peter's Dry
Do.	Old Peter's Dry (green label)
Bol's	Old Tom
Do.	"Dry"
Do.	"Schiniedam Geneva"
Do.	"Aromatic Schnapps"
Do.	Very Old
Phipson's	London Dry or Old Tom
Burnett's	Dry
Do.	White Satin
P. Hoppe	Royal Schiedam
Do.	Special Schiedam
Do.	Night Cap Schnapps
D. J. Thomson & Co., Ltd.	Fox Mask Dry
Do.	Fox Mask Old Tom
Blankenheym & Nolet	Cock
Hills & Underwood	Old Tom
Tanqueray	Old Tom
J. T. Beukers	Stork Brand
Do.	Cock Brand
Slater, Roger & Co.	Unsweetened
Floor, Nolet of Schiedam	Holland
Herman Jansen's	Special Dry
Holloway's Gin Distillery Co.	Holloway's Dry London Gin
Rutten's Distillery Scheidan	"Black Prince" Aromatic Schnapps
Do.	do. Holland Geneva
Hedges Butler	Club Dry Gin

RUM.

Henry White & Co.	Red Heart
G. E. Hudson & Sons	Finest Jamaica
W. & A. Gilbey, Ltd.	Governor-General
Slater, Rodger & Co.	Finest Vatted Old Rum
M. M. Lamberk & Co.	Rhum St. James
F. L. Myers & Son	Superior Old Jamaica Rum
A. A. Baker & Co.	Battle Axe Jamaica Rum
Barbet & Fournier	The "A. R. A." Rum
J. & H. Garres-Fourche	Old Negus
Ervan Lucas Bols	V. O. R. Rhum Nieux Les Indes
Slater, Rodger & Co., Ltd.	Vatted Cardenas

LIQUEURS.

All liqueurs on which a duty of Rs. 14.60 per gallon has been paid under the Customs Ordinance, No. 17 of 1869, as amended by Ordinance No. 10 of 1917.

"THE DEFENCE FORCE ORDINANCE, 1910."

REGULATIONS made by the Officer Commanding the Troops, after consultation with the Commandant, and approved by His Excellency the Governor, under section 12 of "The Defence Force Ordinance, 1910."

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 5, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

REGULATIONS.

The Rules and Regulations relating to the Ceylon Supply and Transport Corps, published by Notification dated December 6, 1921, in *Government Gazette* No. 7,237 of January 13, 1922, and amendments thereto published by Notifications dated May 12, 1922, and November 6, 1923, in *Government Gazettes* Nos. 7,258 of May 19, 1922, and November 9, 1923, are hereby repealed, and the following substituted therefor:—

Rules and Regulations relating to the Ceylon Supply and Transport Corps.

	NAME OF THE CORPS, HOW CONSTITUTED, AND DUTIES.	
Name.	1. The name of the Corps shall be "The Ceylon Supply and Transport Corps."	Tunic: White drill of regulation pattern, stand up collar fastened with two hooks, two breast pockets, with flaps and Corps buttons, silver Corps badges on collar. Five Corps buttons down front of coat, white metal badge (S. T. C.), and badges of rank on shoulder strap.
Constitution.	2. It shall be formed of sections of Europeans in the different districts. These sections shall be grouped together and formed into a Corps of four Areas.	Pantaloons: Blue cloth with double white cloth stripes, $\frac{3}{4}$ inch wide and $\frac{1}{4}$ inch apart down the side seams.
Establishment.	3. The strength of the Corps shall be twelve Officers, two Warrant Officers (one Regimental Sergeant-Major and one Regimental Quartermaster Sergeant), and one hundred and twenty-five Non-Commissioned Officers and men (including four Trumpeters). Headquarters: 1 Major, Commanding; 1 Captain or Lieutenant, Officer in charge, Transport Department; 1 Captain or Lieutenant, Officer in charge, Supply Department; 1 Lieutenant or Second Lieutenant, Assistant Adjutant and Quartermaster. Colombo Area: 1 Captain, Commanding; 1 Lieutenant or Second Lieutenant, Area Officer. Kandy Area: 1 Captain, Commanding; 1 Lieutenant or Second Lieutenant, Area Officer. Uva Area: 1 Captain, Commanding; 1 Lieutenant or Second Lieutenant, Area Officer. Sabaragamuwa Area: 1 Captain, Commanding; 1 Lieutenant or Second Lieutenant, Area Officer.	Boots: Butcher boots (with jack spurs in case of Field and Mounted Officers). Sword and scabbard: Artillery pattern steel scabbard (the present Infantry sword in possession of Officers may be used for the present).
Objects of the Corps.	4. (a) The Corps is primarily formed to supply and transport all units of the Ceylon Defence Force, but it is at the disposal of the Government for any duties that may be assigned to it. The Corps will supply the striking forces of the Ceylon Defence Force with rations, ammunitions, and materials, and transport troops to places of mobilization and to points of defence and attack, and women and children to places of safety.	Waist belt: Silver lace, $1\frac{1}{2}$ inch wide with $\frac{1}{8}$ inch dark blue silk stripe in the centre, removable slings, 1 inch wide and hook and eye of front sling for hooking up sword. Running carriage for back sling flat billets, square wire buckles slightly round at the corners, Morocco leather lining and removable flap to be worn under tunic (the dark blue silk stripe in the centre of the slings is $1/16$ inch wide). Sword knots: Silver and blue cord and acorn. Medals will be worn.
Composition.	(b) The Corps shall be divided into two branches, named the "Supply Branch" and the "Transport Branch," respectively, each branch shall be under the control, direction, and command of its own Officers, subject to the order of the Commanding Officer.	The above dress to be worn at Leveés, &c., and on other occasions when ordered. (At present in abeyance.) The above is laid down for the information of Officers who may desire to purchase same.
Dress.	5. Dress— OFFICERS. <i>Review Order.</i> Helmet: White Wolseley, with white puggaree, spike curb chin strap. (The khaki helmet with a cover and puggaree may be substituted for the white helmet.) Corps badges in silver or metal to be worn in the centre of the puggaree in front of the helmet.	<i>Drill Order No. 1.</i> Helmet: Khaki regulation Wolseley, with brown leather chin strap and Corps colours (2 inches wide and 2 inches deep on left side of helmet). Cap: Forage, universal pattern as for mess kit, with khaki cover. Badge: In silver, an eight-pointed star surmounted by a Tudor Crown. On the star a laurel wreath, within the wreath the Garter and Motto, within the Garter the initials of the Corps in monogram. Jacket, khaki drill: Khaki drill of the same material as that issued to other ranks. Single breasted, cut as a lounge coat with step collar, two cross patch breast pockets with $2\frac{1}{4}$ inches boxpleat in the centre, and flaps with buttons. Two expanding pockets below waist, flaps with buttons, four buttons down front. Shoulder straps with badges of rank in metal; and S. T. C. badges in white metal. Sleeve cut plain with pointed cuffs. Shirt: Khaki twill.

Collar and tie: Khaki, a plain gold safety pin may be worn under the tie to keep the soft collar in place.
 Breeches: Khaki cord, laced knees.
 Whistle: With khaki lanyard.
 Boots: Brown leather, with plain toe caps.
 Leggings: Brown leather, fastening up the front with laces and six studs.
 Belt: Sam Browne, white buckle with one brace over right shoulder, with frog.
 Swords: Artillery pattern, brown leather scabbard. (The present Infantry sword in possession of Officers may be used.)
 Spurs: Steel or plated jack with brown leather straps and steel-plated chain (in case of Field and Mounted Officers).
 Buttons: White metal, within a circle inscribed Supply and Transport Corps, the Royal and Imperial Cypher. Above the circle a Tudor Crown.
 Medals: Medals if ordered, otherwise medal ribbons only.

Drill Order No. 2.

Training.

Helmet: As for No. 1.
 Shirts: Khaki twill, with shoulder straps and two cross patch pockets with flaps buttoned (bone buttons) rolled sleeves. S. T. badges and badges of rank on shoulder straps.
 Shorts: Regulation.
 Putties: Regulation (Fox's spiral).
 Boots: As for No. 1.
 Belt: Sam Browne, with frog.
 Medals: Medal ribbons will only be worn.
 Cane: Regimental (Officers' pattern).

Musketry Dress No. 3.

As in No. 2, but trousers if in possession may be worn, but not turned up.
 Medal ribbons will be worn.
 This dress may be worn while attending musketry parades and on the range.

Dress No. 4.

Marching Order.

Dress No. 1 for inspection by G. O. C., &c., mobilization and training. Dress No. 2, in addition the following equipment will be worn:—

- (1) Sam Browne belt (one strap), with frog.
- (2) Revolver and holster, right side on belt.
- (3) Ammunition pouch, left side on belt.
- (4) Field glasses, left side.
- (5) Compass, right side.
- (6) Water bottle, right side, Officers' pattern.
- (7) Haversack, left side, Officers' pattern.
- (8) Note books and maps in haversack.
- (9) Raincoat.
- (10) Personal kit (60 lb. is allowed) this should include Drill Order No. 2, bedding, &c.
- (11) Swords may be brought to Camp in addition, but not necessary for mobilization.

Khaki raincoats may be obtained from Messrs. Miller & Co. at a contract rate of Rs. 35 on a signed order from the Adjutant. (Khaki raincoats, double breasted with leather buttons, belt with leather buckle.)
 Medals: Medal ribbons only will be worn.

Mess Dress.

For Local Use.

Mess jacket: White drill, without braids or buttons, roll collar, shoulder straps of same material with small button at top, sleeves cut plain with pointed cuffs, badges of rank in white metal.
 Mess vest: White drill, no collar, fastened with four small silver Corps buttons.
 Overalls: Blue cloth with two white cloth stripes, $\frac{3}{4}$ inch wide with $\frac{1}{2}$ inch distance between down side seams fastened at foot with leather straps.
 Dress Shirts: Stiff white front with two studs and rounded cuffs.
 Collar: Butterfly shape with rounded corners. (Club shape.)
 Tie: Black satin, $1\frac{1}{4}$ inch wide, with square edges.
 Boots: Wellington, with box spurs.
 Cap: Forage universal pattern, blue cloth with three white welts, a cloth band, blue, $1\frac{1}{2}$ inch wide placed between the two lower welts. Chin strap of black patent leather, $\frac{3}{8}$ inch wide, buttoned on to two buttons. *Field Officers* will wear $\frac{3}{4}$ inch silver oak leaf embroidery on lower edge of peak. Other officers will wear plain peak. Cap badge will be worn in centre of front.
 Covers to caps: A khaki cover will be worn with khaki uniform, a white cover at all other times.
 Medals: Miniature.

Dress for Use in England or any other Cold Climates.

As for Officers of the Army Service Corps, except buttons and badges.

WARRANT OFFICERS, NON-COMMISSIONED OFFICERS, AND MEN.

Dress for

Full Dress: In abeyance.

Drill Order No. 1.

Helmet: Khaki regulation Wolsley, with brown leather chin strap and Corps colours (2 inches wide and 2 inches deep) on left side of the helmet.
 Caps: Forage, blue cloth with white piping on top seams and white buff front piece, with $\frac{1}{4}$ inch brown leather chin strap fastened at sides with small white metal hooks, two small Corps buttons at front of cap, Corps badges on left side.
 Badge: In white metal. An eight-pointed star surmounted by a Tudor Crown, on the star a laurel wreath, within the wreath the Garter and Motto, within the Garter the initials of the Corps in monogram.
 Jacket: Khaki drill, regulation pattern as issued.
 Breeches: Khaki cord, two buttons below knee.
 Putties: Fox's spiral, khaki.
 Boots: Regulation.
 Buttons: White metal, Regimental pattern as issued.
 Chevrons: Khaki, will be worn on both sleeves above the elbow by Non-Commissioned Officers. Warrant Officers badges in white metal on both sleeves above the cuffs. Regimental Sergeant-Major, Royal Coat-of-Arms; Regimental Quartermaster Sergeant, Crown in wreath of laurels.
 Equipment: As issued.
 Medals: If ordered, otherwise medal ribbons only.
 Cane: If ordered, Regimental pattern.

Drill Order No. 2.

Helmet : As for No. 1.
 Shirts : Khaki, with rolled sleeves, Non-Commissioned Officers chevrons above elbow. Warrant Officers badges of rank in white metal above elbow (both arms).
 Shorts : Regulation.
 Putties : As for No. 1.
 Boots : As for No. 1.
 Equipment : As issued.
 Medal ribbons will *only* be worn.

Musketry Dress No. 3.

As in No. 2, but trousers (if in possession) may be worn, but not turned up. Medal ribbons will be worn. This dress may be worn while attending musketry parades and on the range.

Marching Order No. 4.

Other Ranks.

Drill Order No. 1 : Inspection by G. O. C. (or when ordered).
 Drill Order No. 2 : Mobilization and camp, with the following equipment :—
 Rifle and sling (with oil bottle and pull-through in butt trap).
 Bayonet and scabbard in frog on left side (on belt).
 Equipment straps right over left (back view).
 Two pouches on belt. One on each side.
 Haversack on left side, containing soap, towel, shaving kit, knife, fork, spoon, and spare laces.
 Water bottle on right side.
 Raincoat rolled bandolier pattern over right shoulder.
 The above is laid down pending the issue of new equipment, when further instructions will be issued.

Undress Uniform for Evening Wear.

Optional.

Jackets : White drill regulation pattern as for khaki drill.
 Badges of rank : Dark blue chevrons for Non-Commissioned Officers on both sleeves above the elbow. Warrant Officers badges of rank in white metal above the cuff on both sleeves.
 Trousers : White drill not turned up.
 Oxford shoes : Black will be worn.
 Socks : Black.
 Medals (not miniature) may be worn at military functions.

Note.—The above jacket and trousers can be obtained from Messrs. Miller & Co. at a cost of Rs. 17.50, exclusive of buttons, shoulder badges, and collar badges (all three in white metal), only collar badges need be purchased as the white metal buttons and shoulder badges on khaki uniform may be used.

Khaki raincoats may be obtained from Messrs. Miller & Co. at a contract rate of Rs. 35 on a signed order from the Adjutant.

(Khaki raincoats, double breasted with leather buttons, belt with leather buckle.)

ARMS.

Warrant Officers.

6. Officers will be armed with regulation service revolver ; Non-Commissioned Officers and men with rifle and bayonet.

ORGANIZATION.

Head-quarters.
 Areas.

7. The Headquarters of the Corps shall be in Colombo unless otherwise notified in orders.

The Corps shall be divided into four areas : Colombo, Kandy, Sabaragamuwa, and Uva.

Colombo area.

The Colombo area shall have its headquarters in Colombo, and shall consist approximately of—

The whole of the Western Province ;
 The whole of the Southern Province ; and
 That portion of the North-Western Province that is served by the Coast road leading north from Colombo to Puttalam.

Kandy area.

The Kandy area shall have its headquarters at Kandy, and shall consist approximately of—

The whole of the Central, Northern, and North-Central Provinces, and that portion of the North-Western Province that is not served by the Coast road running south from Puttalam to the Western Province, and that portion of the Eastern Province that lies north of Elephant Point.

Sabaragamuwa area.

The Sabaragamuwa area shall have its headquarters at Avissawella, and shall consist approximately of the whole of the Province of Sabaragamuwa.

Uva area.

The Uva area shall have its headquarters at Badulla, and shall consist approximately of the whole of the Province of Uva, and that portion of the Eastern Province that lies south of Elephant Point.

(*Note.*—The actual boundaries of areas shall be defined, with the sanction of the Officer Commanding, by the Area Commanders concerned, with the co-operation of the Commanders of striking forces that operate within the areas.)

SUB-AREAS AND SECTIONS.

Sub-areas.

Areas may be divided into sub-areas, each in command of an Officer.

Sections.

Areas and/or sub-areas shall be divided into sections, each in command of a Non-Commissioned Officer.

Strength of sections and sub-areas.

The strength and locality and number of sections and sub-areas shall be determined by Area Commanders with the full co-operation of the Commanders of all other units of the Ceylon Defence Force that may operate within the areas concerned.

Locality of local headquarters.

The local headquarters of sub-areas and sections shall be as far as possible at the same places as those of other units of the Ceylon Defence Force.

(See Appendix for distribution of sections.)

ADMINISTRATION.

Headquarters, administration.

8. The Adjutant and Quartermaster and all Area Commanders shall maintain offices.

The Adjutant's office equipment shall include the following :—

Corps Register.
 Inventory Book.
 Cash Book, Journal, and Ledger.
 Certificate of Efficiency Book.
 Half-Yearly Return of Stores Book.
 Document Register.
 Corps Motor Log Register.
 Issue Order Book.
 Official List of Registered Motor Cars.
 Corps Leave Register.
 Railway Warrant Book.
 Register of Musketry.
 Register of Training.
 Indent Book.

Administration of areas. Area Commander's office equipment will consist of the following :—

Area Register.
Inventory Book.
A sufficient number of Motor Log Books.
Motor Log Register.
Register of Quarterly Returns.
Area Leave Register.
Issue Order Book.
Indent Book.

DUTIES.

Duties of Commanding Officer. 9. The Commanding Officer shall inspect each area at least once every year. He shall, with the co-operation of the Commanders of other Ceylon Defence Force units, maintain the corps in such a state of efficiency that it shall be ready at any moment to undertake the transport of all units of the Ceylon Defence Force to places of mobilization.

Duties of Area Commanders. Area Commanders shall be responsible for the efficiency of all sub-areas and sections that come within their areas. They shall receive and correct all returns sent them by their Section Commanders, and be prepared to produce such returns when called upon to do so by the Commanding Officer. They shall keep in touch with the Commanders of any other units that may operate within their areas, and shall make themselves acquainted with the transport needs of such units and keep such Commanders informed of the arrangements made for their transport. They shall make arrangements for the parking of transport vehicles.

They shall be responsible for correct compilation and punctual rendition of all area periodical returns as required by headquarters.

Duties of Section Commanders. Section Commanders shall be responsible for the condition of all arms, Government and Corps property, issued to their sections. They shall hold periodical kit inspections, and see that all accoutrements are in order. They shall complete and return the quarterly return as provided for in C. S. & T. Corps Form No. 1.

They shall be responsible for correct compilation and punctual rendition of all periodical returns as required by Area Commanders.

Supply Officers and Mechanical Transport Officers may be appointed by the Commanding Officer and shall duly perform such duties as may be assigned to them by him.

EFFICIENCY.

10. (a) The qualification for efficiency shall include the following :—

Area Commanders. Two area drills* in the year.
Inspection of each of his sections at least once in the year.

Section Commanders. Musketry or revolver course as laid down in orders.

Other ranks. Two area drills* in the year.
Four section drills* or two extra area drills* in the year.
Musketry or revolver course as laid down in orders.

Two area drills* in the year.
Four section drills or two extra area drills* in the year.
Musketry or revolver course as laid down in orders.

* The word "drill" to be taken as applying to lectures and practical exercises in supply and transport duties in addition to the normal exercises in company and section drill, handling, and care of arms, &c.

Extraefficiency. (b) The qualifications for extra efficiency may include the following :—

The use of the compass and map reading.
A sound knowledge of—

(1) For Transport Personnel : Instructions relating to the care, maintenance, and operating of M. T. vehicles, 1923. (This is an official publication, price 3d.)

(2) For Supply Personnel : R. A. S. C. Training Part II.; specially from page 259 onwards.

Non-efficient. (c) Any Officer, Warrant Officer, Non-Commissioned Officer, or man who is not efficient at the end of the year shall pay into the funds of the Corps a sum equal to that of the capitation grant he has failed to earn.

In special cases, however, the defaulter may apply to the Commanding Officer, through his Area Commander, for relief from this payment, but the decision of the Commanding Officer shall in all cases be final.

GENERAL.

Orders. 11. Orders affecting members of the Corps shall, as directed, be read out on parade by Area and Section Commanders. Copies of such orders shall be dispatched regularly to all ranks direct from Headquarters and, on receipt, will be carefully read and then filed for future reference. Every member of the Corps shall be entitled to receive a copy of each order issued from Headquarters; and any member failing to receive a copy of any particular order will forthwith inform his Area Commander of the matter.

Promotions and Appointments. 12. Recommendations for appointment to Lance-Corporal will be submitted by Section Commanders through Area Commanders to the Officer Commanding. Instructions with regard to the holding of examinations of Non-Commissioned Officers for promotion will be issued from time to time by the Officer Commanding. No Non-Commissioned Officer will be promoted unless he passes the prescribed test, which shall be arranged by the Commanding Officer according to the branch of the Corps in which the candidate is serving, and the rank concerned.

Courts of Inquiry. 13. The Commanding Officer is empowered at any time to assemble a Court of Inquiry consisting of three members of the Corps, one of whom is to be, if possible, an Officer, for the purpose of investigating any irregularity (excepting the conduct of a Commissioned Officer), and assisting him in coming to a conclusion about it.

Any inquiry in reference to a Commissioned Officer shall be conducted by a court to be composed of Officers only, and convened under authority of His Excellency the Governor.

Finance Committee Management. 14. The finances of the Corps will be managed by a Finance Committee consisting of the Commanding Officer and three Officers detailed by him.

Capitation Grant. The capitation grant that may be earned every year by efficient members of the Corps are as follows :—

	Rs.
Field Officers ..	50
Officers below field rank ..	30
Non-Commissioned Officers and men ..	30
Efficients of reserve ..	10
Extra efficient ..	5

No recruit shall be entitled to a capitation grant for the year current on his enrolment.

	Every member of the Corps shall, after five years' efficiency service, be entitled to wear a silver star on the left sleeve, and shall be further entitled to wear an additional silver star for each subsequent period of three years' efficiency service.	Dismissal.	23. When a member of the Corps has been dismissed except as non-efficient, a notification of the fact, with the cause of dismissal shall be published in orders.
Allowances.	15. Allowances shall be granted according to the Rules and Regulations of the Ceylon Defence Force.	Change of address.	24. All members of the Corps shall notify any change of address immediately. Any member of the Corps not doing so will be considered to be absent without leave.
Meetings.	16. Meetings of Officers, Non-Commissioned Officers, and men are not to be convened without the authority of the Commanding Officer.	Transfers.	25. Any Non-Commissioned Officer leaving his district for good and going to one where there is no vacancy in the section to which he is being transferred shall revert to the ranks, but will be eligible for promotion in the area or section to which he is being transferred, if recommended by his Section Commander.
Acts of the Commanding Officer.	17. The Acts of the Commanding Officer are not to be openly commented on, nor are any particular courses of action to be recommended for his adoption either by memorials or meetings, unless such meetings are assembled by him.	Leave.	26. Application for leave of absence out of the Island must be made at least three weeks before a member is due to sail. Application for leave in the Island must be made as follows :—
Recovery of fines and forfeitures.	18. All fines and other sums of money for lost or damaged arms, accoutrements, and clothing, or otherwise levied under these rules, shall be recovered summarily in the manner provided in sections 23 and 24 of Ordinance No. 8 of 1910.	Adjutant : The Adjutant will notify the Commanding Officer when he intends taking leave for periods not exceeding seven days. For leave of absence for periods exceeding seven days, Adjutant will apply for leave in the usual manner. Area Officers and Section Commanders : Officers and Section Commanders will notify the Officer Commanding or the Area Commander when they intend taking leave for periods not exceeding fourteen days. For leave of absence for periods exceeding fourteen days, they will apply for leave in the usual manner.	
Complaints and suggestions.	19. All complaints and suggestions must be made through the Officer or Non-Commissioned Officer commanding the section and Area Commanders to the Officer Commanding the Corps. Letters must not be addressed to the Commanding Officer direct.	Travelling on duty.	27. When in uniform and on duty, any member of the Corps can obtain a warrant entitling him to travel by rail by application to his Area Commander, the cost of same to be charged to the Ceylon Defence Force Travelling Vote. It must, however, be understood that no moves entailing expenditure of Corps funds are to be undertaken without the previous sanction of the Commanding Officer. The duty must be specified on the column for same.
Newspaper correspondence.	20. No member of the Corps shall communicate directly or indirectly to the press his views on any military subject or any military information, without the special authority of the Commandant, Ceylon Defence Force.	Reserve.	29. There shall be no fixed establishment for the reserve, which shall consist of all ranks. Members who have been returned as efficient for five years will be eligible for the reserve. The reserve shall be subject to the same rules as active members, except in regard to efficiency.
Enrolment.	21. Officers or Non-Commissioned Officers commanding sections must personally interview every man offering himself for enrolment, and send in their recommendations to Area Commanders, who will forward to the Officer Commanding the Corps. All enrolments are subject to the approval of the Commanding Officer. Recruits are enrolled for the period of five years.	30. In these and all other matters not herein mentioned, the Rules and Regulations governing the Ceylon Defence Force shall apply.	
Discharge.	22. Discharges will be carried out by the Commanding Officer under rules 56 and 57 of the Rules and Regulations relating to the Ceylon Defence Force. A certificate of discharge will not be granted until all property belonging to Government or the Corps has been returned, and no member of the Corps shall consider himself discharged until he has received the certificate provided for in rule 57 of the regulations above mentioned.		

APPENDIX I.

Distribution of Sections.

- Colombo Area.*
1. Colombo Section.
 2. Puttalam Section.
 3. Kalutara Section.
 4. Galle Section.
- Kandy Area.*
1. Jaffna Section
 2. Anuradhapurà Section.
 3. Trincomalee Section.
 4. Kurunegala Section.
 5. Kandy Section.
 6. Hatton Section.

7. Matale Section.
8. Nuwara Eliya Section.

Sabaragamuwa Area.

1. Ratnapura Section.
2. Kegalla Section.
3. Kelani Valley Section.

Uva Area.

1. Badulla Section.
2. Haputale Section.
3. Batticaloa Section.

APPENDIX II.

Small Arms Course.

Musketry.

No.	Target.	Practice.	Distance in Yards.	Rounds.	Instructions.
1A	Grouping target	Grouping	100	5	Lying (recruits may use a rest)
2A	Small (4 ft.) target	Slow	200	5	Lying (recruits may use a rest)
3A	Small (4 ft.) target	Snapshooting	200	5	Lying, rifle rested on sand bag. Each exposure 6 seconds.
4A	Large (6 ft.) target	Rapid	200	5	Lying with rest. The firer to be in observation with rifle unloaded and pouch buttoned until the target appears or the command "Rapid Fire" is given, 35 seconds allowed. All shots within inner ring to count three points. Shots on target outside inner ring to count as usual. H. P. S. 15.
5	Large (6 ft.) target	Slow	500 or when 500 yards range in not available	5	Lying with rest
5A*	Large (6 ft.) target	Slow	300	5	Lying (recruits may use a rest)

* Practice to be fired with fixed bayonets by trained men of troops armed with the bayonet. Total rounds 25.

APPENDIX III.

Examinations for Promotion—Officers.

1. *For the Rank of Lieutenant.*—(a) Duties of a Section Commander, including practical drill exercises.
(b) General knowledge of accounting for arms, ammunition, stores, &c.
(c) Musketry and range practices.
(d) Regimental rules and regulations; and Military Law.
(e) Handling of convoys and packing of transport vehicles.
(f) Supply and Transport administrative and executive duties.

One hundred marks are allotted to each sub-head. A written paper will be set in (b), (d), and (f).

2. *For the Rank of Captain.*—(a) Map reading (practical).
(b) Duties of an Area Commander (oral).
(c) Thorough knowledge of Company drill (practical).
(d) Military Law (written).
(e) Supply and transport administrative and executive duties (written).
(f) Rules and regulations relating to the Ceylon Defence Force (written).

One hundred marks are allotted to each sub-head.

3. *For the Rank of Major.*—An officer will be required to command the Supply and Transport Corps in a tactical exercise, or a staff ride with other troops.

"THE NOTARIES ORDINANCE, 1907."

RULE made by His Excellency the Governor in Executive Council, under section 30 of "The Notaries Ordinance, 1907," for the conduct of notaries, not being advocates or proctors, in the discharge of their notarial duties.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

RULE REFERRED TO.

The rule for the conduct of notaries, not being advocates or proctors, in the discharge of their notarial duties published by Proclamation dated October 31, 1914, in *Government Gazette* No. 6,684 of November 27, 1914, is hereby revoked, and the following rule substituted therefor:—

35. (h) If a notary is prevented by sickness or any other good cause from being present at his office on the days and between the hours specified in rule 35 (e) of section 29, he shall notify the fact and specify the said sickness or cause forthwith to the Registrar of Lands of the district in which he practises.

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

RULES made by His Excellency the Governor in Executive Council under the powers conferred on him by the above-named Ordinance.

Colonial Secretary's Office,
Colombo, February 9, 1926.

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

RULES REFERRED TO.

1. The following shall be substituted for rule 4 of the Rubber Restriction Rules, 1924, viz. :—

4. (1) For the purposes of these rules, the true productivity of an estate means—

(a) For untapped trees, i.e., trees which have never been tapped—

Between 4 and 5 years old, a maximum of 60 lb. per acre.
Between 5 and 6 years old, a maximum of 180 lb. per acre.
Between 6 and 7 years old, a maximum of 240 lb. per acre.
Over 7 years old, a maximum of 300 lb. per acre.

(b) For tapped trees, the amount which, in the opinion of the Rubber Controller, can properly be produced under a system of normal tapping.

(2) A system of normal tapping means a system which permits of not less than—

(i.) Six years for the first bark renewal within 3 feet from the ground ; and
(ii.) Eight years for the second and subsequent bark renewals within 3 feet from the ground.

(3) The amounts of rubber which can properly be produced under a system of normal tapping shall be taken not to exceed the following maxima, viz. :—

For trees between 4 and 5 years old, 100 lb. per acre.
For trees between 5 and 6 years old, 300 lb. per acre.
For trees between 6 and 7 years old, 400 lb. per acre.
For trees over 7 years old, 500 lb. per acre.
Provided that—

(a) Areas of trees between 4 and 5 years old shall not be assessed unless 60 per cent. of the trees are of tappable size ;
(b) Proper deduction shall be made for trees which are not normally developed or are diseased, injured, or undersized, or are for any reason unfit for tapping.

(4) But the Rubber Controller may, as respects any area of trees, increase the maxima specified in paragraph (3) where it is shown to his satisfaction by crop records that the actual annual production of such area exceeds such maxima and he is satisfied that such annual production can be maintained without injuring the trees.

Provided that the standard production of an estate (not being an estate already assessed under section 6 of the Rubber Restriction Ordinance, No. 24 of 1922, on the actual output during the period November 1, 1919, to October 31, 1920) shall, for all trees tapped or untapped, whether assessed on actual production or not, in no case exceed the maximum amount computed according to the scale in paragraph (3).

ILLUSTRATION.

An estate has—

	<i>Untapped Trees</i>	lb.
100 acres over 7 years old, equals at lb. 300	30,000
20 acres between 6 and 7 years old, equals at lb. 240	4,800
100 acres between 5 and 6 years old, equals at lb. 180	18,000
60 acres between 4 and 5 years old, equals at lb. 60	3,600

and Tapped Trees

300 acres over 7 years old having a proved annual production of	200,000
Total	256,400

But lb. 256,400 exceeds the maximum computed under rule 4 (3), viz. :—

	lb.
100 acres over 7 years old, at lb. 500 equals	50,000
20 acres between 6 and 7 years old, at lb. 400 equals	8,000
100 acres between 5 and 6 years old, at lb. 300 equals	30,000
60 acres between 4 and 5 years old, at lb. 100 equals	6,000
300 acres over 7 years old, at lb. 500 equals	150,000
Total	244,000

The standard production of the estate is therefore lb. 244,000.

(5) Provided also that where the Controller decides to reassess the standard production of an estate under rule 3, the owner of the estate may, if he thinks fit, require that the reassessment shall be made under the rule in force immediately before the publication of this rule, instead of under this rule, and in such case the reassessment shall be made under the first-mentioned rule.

(6) For the purpose of computing the age of trees, a tree planted before any November 1 shall on that November 1 be deemed to be over one year and so on for subsequent years.

4A. The owner of an estate of ten acres or over may, if he thinks fit, at any time apply to have the standard production of his estate reassessed in accordance with the provisions of rule 4, and thereupon, subject to these rules, the Controller shall proceed to reassess such estate accordingly.

4B. The standard production assessed under rule 4A shall come into operation on November 1 next following the date of assessment. Provided that where a claim for assessment under rule 4A is made before April 1, 1926, the standard production assessed on such claim shall be deemed to have come into operation on November 1, 1925.

- 4 c. A claim for an assessment under rule 4A shall be made in Form I A in the schedule of forms.
 4 d. For the purposes of an assessment under rule 4A, the Controller may require an estate to be inspected by a person to be nominated by him. The fee of such person and his expenses shall be paid by the owner of the estate. The Controller may require such sum as he may deem sufficient to be deposited with him in advance.
 2. The following form shall be added to the schedule of forms in the Rubber Restriction Rules, 1924, viz. :—

Form I A.

THE RUBBER RESTRICTION ORDINANCE, No. 24 OF 1922.

Claim for Assessment of Standard Production under Rule 4.

Registered number of estate : _____
 Name of estate : _____
 Situation (give nearest road and milepost, &c.) : _____
 Annual rainfall : _____
 Soil : _____
 Elevation : _____
 Distance at which the trees are planted : _____

- (1) Area planted with rubber : _____
 1. Wholly planted with rubber, acres : _____
 2. Interplanted with other products, acres : _____ containing _____ rubber trees.
 3. Total area planted with rubber, acres : _____

(2) Area of untapped rubber—

	Wholly planted. Acres.	Inter planted. Acres.
I. Between 4 and 5 years of age	_____	_____
II. Between 5 and 6 years of age	_____	_____
III. Between 6 and 7 years of age	_____	_____
IV. Over 7 years	_____	_____

(3) Area of tapped rubber—

	Wholly planted. Acres.	Inter-planted. Acres.
I. Between 4 and 5 years of age	_____	_____
II. Between 5 and 6 years of age	_____	_____
III. Between 6 and 7 years of age	_____	_____
IV. Over 7 years	_____	_____

(4) Actual output in weight of rubber for any period of 12 consecutive months between January 1, 1919, and January 1, 1925 :—

Period of 12 Months.	Actual Output.
	lb.

This must be supported by crop records, inspection reports, &c.

I declare that the statements contained herein are to the best of my knowledge and belief true and accurate.

Date : _____

(Signature) _____

Note.—Any person making a false statement herein is liable to prosecution under section 26 of Ordinance No. 24 of 1922.

“THE CEYLON POST OFFICE ORDINANCE, 1908.”

RULE made by His Excellency the Governor under sections 9 and 10 of “The Ceylon Post Office Ordinance, 1908.”

Colonial Secretary's Office,
 Colombo, February 9, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
 Colonial Secretary.

RULE.

Rule 50 A of the rules made under “The Ceylon Post Office Ordinance, 1908,” published by Notification dated January 17, 1914, in *Government Gazette* No. 6,603 of January 23, 1914, is hereby repealed and the following rule substituted therefor :—

Newspapers Registered in the United Kingdom or a British Colony other than Ceylon.

50 A. Postage ———. The rate of postage on periodicals registered as newspapers in the United Kingdom or a British Colony *other than Ceylon*, when posted in Ceylon for transmission by inland post, shall be 6 cents for 6 oz., with 3 cents for each additional 6 oz., up to a maximum of 2 lb., subject to the conditions prescribed by rule 49 (2), (4), (5), (6), and (7).

"THE GAME PROTECTION ORDINANCE, 1909."

THE following decision of the Annual General Meeting of the Fishing Club respecting the close season for trout and approved by His Excellency the Governor in Executive Council is hereby notified for general information, in terms of rule 7 (a) of the rules of the Ceylon Fishing Club appearing in the *Government Gazette* of July 31, 1914, and January 30, 1920.

Colonial Secretary's Office,
Colombo, February 9, 1926.

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

DECISION REFERRED TO.

No. 8 of December 19, 1925.—Resolved that the open and close seasons, dates, and limits for 1926 be the same as those fixed for 1925, save and except that Ritnageria Falls shall be substituted for Ritnageria Factory:—

Open Season.

The Nanu-oya from Ritnageria Falls to its junction with the Kotmale-ganga	..	January 1, 1926, to October 31, 1926.
The Kotmale-ganga from the junction of streams at Henfold to Talawakele	..	do.
Lake Gregory	..	do.
Hawa Eliya lake	..	do.
All other waters	..	May 1, 1926, to October 31, 1926.

Close Season.

The Nanu-oya from Ritnageria Falls to its junction with the Kotmale-ganga	..	November 1, 1926, to December 31, 1926.
The Kotmale-ganga from the junction of streams at Henfold to Talawakele	..	do.
Lake Gregory	..	do.
Hawa Eliya lake	..	do.
All other waters	..	November 1, 1926, to April 30, 1927.

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

AMENDMENTS made by His Excellency the Governor in Executive Council, under sub-section (1) of section 62 of "The Municipal Councils Ordinance, 1910," to the rules for the grant of pensions and gratuities to officers and servants of the Colombo Municipality dated October 26, 1910, published in *Government Gazette* No. 6,408 of October 28, 1910.

Colonial Secretary's Office,
Colombo, February 9, 1926.

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

AMENDMENTS REFERRED TO.

Substitute the following in place of the existing rules:—

1. In place of rule 20—

20. Officers or servants who have been paid from votes for services exclusive of Establishments shall, when transferred to appointments on the Establishment, be allowed to count for pension two-thirds of such service as may have been continuous with their subsequent service on the Establishment, provided that when an officer's service has been mainly on the Establishment, but has been interrupted by one or more casual periods during which he was paid from votes for services exclusive of Establishment, the Council may order that the whole period of the officer's service shall count for pension in full.

2. In place of rule 29 (1)—

29. (1) The payment of pensions of deceased pensioners to the widow or next of kin up to the end of the month in which the pensioner died is allowable where the pension does not exceed Rs. 4,260 per annum.

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

AMENDMENTS made by His Excellency the Governor in Executive Council, under sub-section (1) of section 62 of "The Municipal Councils Ordinance, 1910," to the rules for the grant of pensions and gratuities to officers and servants of the Municipal Council of Kandy dated April 12, 1912, published in *Government Gazette* No. 6,499 of April 19, 1912, and as amended by Notification dated January 26, 1920, published in *Government Gazette* No. 7,081 of January 30, 1920, and Notification dated May 16, 1924, published in *Government Gazette* No. 7,395 of May 23, 1924.

Colonial Secretary's Office,
Colombo, February 1, 1926.

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

AMENDMENTS REFERRED TO.

1. Substitute the following for the existing section 20:—

20. Officers or servants who have been paid from votes for services exclusive of Establishments shall, when transferred to appointments on the Establishment, be allowed to count for pension two-thirds of such service as may have been continuous with their subsequent service on the Establishment, provided that when an officer's service has been mainly on the Establishment, but has been interrupted by one or more casual periods during which he was paid from votes for services exclusive of the Establishment, the Council may order that the whole period of the officer's service shall count for pension in full.

2. In rule 29, sub-section (1), line 3, substitute "Rs. 3,200" for "Rs. 2,200."

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

A MENDMENTS made by His Excellency the Governor in Executive Council, under sub-section (1) of section 62 of "The Municipal Councils Ordinance, 1910," to the rules for the grant of pensions and gratuities to officers and servants of the Municipal Council of Galle dated January 4, 1911, published in *Government Gazette* No. 6,419 of January 6, 1911, and as amended by Notification dated February 26, 1920, published in *Government Gazette* No. 7,088 of February 27, 1920.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 1, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

AMENDMENTS REFERRED TO.

1. In rule 2, line 4, substitute "400" for "250."
2. Substitute the following for the existing sub-sections in rule 2 :—

(i.) Any person who shall have served for one hundred and twenty months or less than one hundred and twenty-one months may receive an annuity equal to 180-720ths of the salary as defined hereinafter of the permanent office or offices held by him at the time of his retirement.

(ii.) Any person who shall have served for one hundred and twenty-one or less than one hundred and twenty-two months may receive an annuity equal to 181-720ths of such salary.

(iii.) In like manner, an addition may be granted of 1-720th for each additional month of service until the completion of four hundred and twenty months of service, when the maximum pension of 480-720ths of the salary may be granted.

These rates include in each case a climate bonus of 60-720ths, representing five years' service.

(iv.) Any person retiring on account of illness or age after completing one hundred and twenty months' gross service, but before completing one hundred and twenty months' service counting for pension in accordance with section 8, may receive an annuity calculated on 720ths as in the preceding sub-sections, but based on the actual number of months counting for service under that section, with an addition of one month for each complete period of two months of such service.

(v.) Any person retiring on account of illness or age before completing one hundred and twenty months' gross service may receive a gratuity calculated at the rate of 1-12th of a month's salary of the permanent office or offices held by such person at the time of retirement for each month of service.

3. Substitute the following for the existing rule 5 :—

(1) In the case of abolition of office the pension or gratuity grantable to a Municipal officer or servant whose office has been declared to be pensionable will be as follows :—

(i.) If the officer has completed one hundred and twenty months' gross service he may be granted a pension of 1-720th of his salary for each month of his service counting for pension in accordance with section 8, with an addition to such service of one month for each complete period of two months' service, the addition in no case exceeding one hundred and twenty months.

(ii.) If the officer has not completed one hundred and twenty months' gross service he may be granted a gratuity of 1-12th of a month's salary for each month of service counting for pension in accordance with section 8, plus an addition of 50 per cent. thereon.

(2) Provided always that the officer who is thus retired shall be liable to be recalled to the Municipal service for re-employment, and that in no case shall the number of months to be added to the actual service exceed that which, if added to the age of the retiring officer, would bring that age up to sixty years.

4. Insert the following sentence after the word "Pension" in line 8, section 6 :—

"Provided that where an officer retires within three years of his promotion to a higher class or grade he shall have the option of claiming either a pension calculated in manner aforesaid or a pension calculated on the salary he would have been receiving had he not been promoted to the higher class or grade."

5. In rule 12, line 6, delete the word "permanently." In line 7 substitute "theretofore" for "therefore."

6. Substitute the following rule for sections 18A and 18B :—

(1) Every officer who is transferred with the approval of the Council to or from the service of the Municipal Council from or to any other public service and whose aggregate service would have entitled him, had it been wholly under the Council, to a pension under these rules, shall on his ultimate retirement from service, if he has served for a period of at least twelve months under the Council, be entitled to a pension which shall bear the same proportion to that to which he would have been entitled had the whole of his service been under the Council as the aggregate amount of the salary which he has drawn from the Council bears to the total sum made up of such aggregate amount and the aggregate of the amount received by him in the course of this public service elsewhere than under the Council.

Provided, however, that in the case of an officer who is transferred to the service of the Council after other public service in which the rules regulating pensions do not offer the same privileges to an officer transferred from the Council to such public service as are accorded under these rules to an officer transferred from such public service to the Council and whose aggregate public service under this Council and elsewhere would have entitled him, had it been wholly under the Council, to a pension under these rules, such officer may with sanction of the Council on his ultimate retirement from public service (provided such retirement takes place from this Council, and that he has served for a period of at least five years under the Council) be entitled to receive from the Council, in lieu of a pension calculated in the manner prescribed in the preceding paragraph, a pension representing the difference between the pension or pensions earned by such officer in respect of his public service elsewhere and a pension calculated as if his public service had been wholly under the Council.

Provided further that in no case shall a pension calculated in accordance with the above proviso exceed by more than Rs. 3,750 per annum the pension to which the officer in question would be otherwise entitled under these regulations.

(2) For the purpose of this section the expression "public service" includes employment under the Crown or any Local Government public body or bodies.

The term "aggregate salary" is to be interpreted as the amount of the aggregate salary of the substantive posts held by an officer in the course of his career, disregarding extra emoluments such as duty allowances, and regarding leave on half pay or without pay as leave on full salary.

7. Substitute the following for the existing rule 20 :—

20. Officers or servants who have been paid from votes for services exclusive of Establishments shall, when transferred to appointments on the Establishment, be allowed to count for pension two-thirds of such service as may have been continuous with their subsequent service on the Establishment, provided that when an officer's service has been mainly on the Establishment, but has been interrupted by one or more casual periods during which he was paid from votes for services exclusive of the Establishment, the Council may order that the whole period of the officer's service shall count for pension in full.

8. In rule 29, line 3, substitute "Rs. 3,200" for "Rs. 2,200."

9. In the title of rule 21 and in rule 21, line 1, substitute "400" for "250." In rule 21, lines 3 and 9, substitute "twenty" for "twenty-five"; in line 7, substitute "7.50" for "5"; and in line 10, substitute "1/36th of a month's pay for each completed month's service" for "one-third of a month's salary for each year's service."

10. Insert the following sentences after the word "service" at the end of rule 21 :—

"Provided that it shall be competent for the Council to award such long service allowances and gratuities in other cases in which the service has not been continuous."

"Provided that in the case of a daily paid employee who dies whilst still in service, or on leave, and who at the time of his death would, if he had retired, have been eligible for a gratuity under this section, the gratuity that would in the ordinary course have been paid to him had he retired may be paid to his widow or next of kin."

11. In rule 22 substitute the following for sub-sections (ii.) and (iii.) :—

(ii.) The award shall be so much less than the amount grantable under the scale given above as the Council shall think reasonable, in case—

(a) The usual amount exceeds by not less than Rs. 1,000 a year the rate for retired allowance to which the length of the injured man's service would entitle him; or

(b) The injured man has continued to serve for not less than one year after the injury in respect of which he retires; or

(c) The injured man is fifty years of age or upwards at the date of injury; or

(d) The injury is not the sole cause of retirement, *i.e.*, retirement is caused partly by age or infirmity.

(iii.) The above award shall be in addition to the pension or the retiring allowance, or the long service allowance or gratuity, to which the injured man would be qualified by length of service. Provided that no award shall, together with such pension or retiring allowance or long service allowance, exceed 50/60ths of his salary and emoluments at the date of the injury.

(iv.) In the case of a pensionable officer, who not having completed ten years' gross service, is entitled only to a gratuity he may, if he wish it, be awarded in lieu of such gratuity, an annual allowance of so many 720ths as the months he has actually served, together with the number of 60ths that may be awarded as above on account of his injuries.

12. Substitute the following for the existing rule 23 :—

23. (i.) When an officer is killed on duty or dies as a direct result of injuries received while on duty, or of illness, the contraction of which was specifically attributable to the nature of his duties, the Council may make an award to the widow and children, which ordinarily may be on the following scale :—

Pension to widow not to exceed 10/60ths of the husband's salary and emoluments, or Rs. 150 a year, whichever is greater; and gratuity to children, not exceeding Rs. 10, multiplied by the total number of their years, starting from the ages at the time of their father's death and ending with fifteen years, the total gratuity not to be less than Rs. 100, or more than Rs. 500. In the case of motherless children the award may be twice the usual rate.

(ii.) If the deceased does not leave a widow, and if his mother or other near relative was wholly dependent upon him for her support, the award which might have been made to a widow may be made to the mother or other such dependent relative.

Pensions granted under this clause shall cease on the remarriage of the widow, but may be restored on rewidowhood if the Council shall so order.

13. Delete the following words in rule 32, lines 2 and 3. "If such pensioner is resident in the Colony."

HIS Excellency the Governor has been pleased, with the approval of the Secretary of State for the Colonies, to approve the following amendments to the Minute on the Civil Service dated January 11, 1924 :—

Section 13.—Delete the words "including the Riding tests (section 18)."

Section 15 (vi).—Delete the words "and officers of Class V."

Section 18.—Delete the words "and further to obtain a certificate from an officer approved by the Governor that he can ride well, and that he is able to perform journeys on horseback."

Section 23.—Delete sub-section IV.—Riding.

Add the following section :—

RIDING TEST.

24. A riding examination for junior Civil Servants will be held annually in Colombo. Officers in Class IV. and Cadets may present themselves for this examination, and those who pass the test will have the fact entered in the records of their service. Officers will not be debarred from promotion through failure to present themselves for examination or through inability to pass the test.

Candidates will be required to satisfy the examiners—

(a) That they can perform a journey of about 8 miles on horseback at the rate of 6 miles an hour, *i.e.*, trotting 2 miles and walking 1 mile alternately, without unduly distressing themselves or their horses.

(b) That they can saddle and bridle a horse correctly and promptly, and that they can arrange the various parts of saddle and bridle (Civilian pattern) after they have been disarranged.

Note.—Candidates will be allowed the use of stirrups, and will not be tested in jumping.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

Colonial Secretary's Office,
Colombo, February 2, 1926.

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

IT is hereby notified that the following rule made by His Excellency the Governor in Executive Council, under section 37 of "The Co-operative Societies Ordinance, No. 34 of 1921," in substitution for rule 8 (head (i.)), published in *Government Gazette* No. 7,327 of May 11, 1923, and No. 7,347 of August 31, 1923, was duly laid before the Legislative Council in conformity with sub-section (3) of section 37 of the said Ordinance, and has not been disallowed or amended.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 3, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

RULE REFERRED TO.

Head (i.).

Conditions relating to the raising of capital and the limit of capital raised by loans or deposits from persons other than members.

8. A society shall raise its capital in one or more of the following ways:—

- (a) By the issue of preference or ordinary shares;
- (b) By making a member pay in respect of membership a sum not less than Re. 1;
- (c) By deposits from members or from other than members;
- (d) By loans from members or from persons other than members.

Subject to the provisions hereinafter contained capital raised by loans or deposits from other than members shall not exceed, without the deposit of collateral security, in the case of societies registered with unlimited liability, three times the paid-up share capital of members and reserve fund, and in the case of societies registered with limited liability, an amount equal to the paid-up share capital of members and reserve fund. Provided that a loan not exceeding Rs. 2,000 may be granted to a society with unlimited liability with a paid-up share capital less than Rs. 600, on condition that the application is recommended by the Government Agent or Assistant Government Agent, and endorsed by the Registrar of Co-operative Societies, and on condition that the society undertakes to have as its President, during the period of indebtedness to Government, an officer of Government approved by the Government Agent or Assistant Government Agent. Provided further that in the case of a Central Bank Society established for the purpose of facilitating the operations of other societies, loans may be received by any such society to such further extent as may be authorized from time to time by the Registrar by writing under his hand.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council, under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed by the Legislative Council on January 28, 1926.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 30, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

Rule referred to.

The following shall be the scale of charges for the use of the telephone trunk line between Rattota Post Office and the other stations named:—

TELEPHONE CALL OFFICE AT RATTOTA POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

	Rs. c.
Between Rattota and Matale and Mousagalla	0 15*
Lochnagar	0 15
Elkaduwa, Kandy, Kandy-Sub, Katugastota, Kundasale, Panwila, Peradeniya, Wattagama, Mahawela, † Madulkele	0 25
Craighead, Dolosbage, Galagedara, Galaha, Gampola, Hewaheta, Kotmale, Nawalapitiya, Polgahawela, Pussellawa, Ramboda, Rangala, Somerset, Teldeniya, Urugala, † and Rambukkana †	0 50
Agrapata, Alawwa, Ambegamuwa, Aranayaka, † Bogawantalawa, Hatton, Kegalla, Kotagala, Kurunegala, Maskeliya, Mawanella, † Mawatagama, Narammala, † Norwood, Punduloya, Radella, Talawakele, Tillicoultry, Wata-goda, Watawala, Wariyapola, and Rambodagala †	0 75
Colombo, Dehiwala, Kandapola, Kelaniya, Kotte, Maturata, Nanu-o-ya, Nuwara Eliya, Ragala, Ragama, Uda Pussellawa, and Wattala	1 0
Bandaragama, Bandarawela, Diyatalawa, Golconda, Haputale, Horana, Kalu-tara, Kesbewa, Kochchikade, Moratuwa, Mount Lavinia, Negombo, Padukka, Paiyagala, Panadure, Wadduwa, and Nagawatta	1 25
Ambalangoda, Avissawella, Beruwala, Chilaw, Ingiriya, Maggona, Marawila, Nattandiya, Neboda, Tebuwana, and Wennappuwa	1 50
Baddegama, Elpitiya, Galle, Gintota, Kiriella, Magalla, and Ratnapura	1 75
Habaraduwa, Matara, Weligama, and Dondra †	2 0
Hakmana and Kamburupitiya	2 25

* From Call Office also 15 cents.

† To be opened shortly.

The rates published in *Gazette* No. 7,011 of May 16, 1919, for Rattota Private Exchange apply to Mousagalla, which is the present name of the Private Exchange.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council, under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed by the Legislative Council on January 28, 1926.

Colonial Secretary's Office,
Colombo, January 30, 1926.

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

Rule referred to.

The following shall be the scale of charges for the use of the telephone trunk line between Mahawela Post Office and the other stations named:—

TELEPHONE CALL OFFICE AT MAHAWELA POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

	Rates. Rs. c.
Between Mahawela and Matale ..	0 15
Elkaduwa, Kandy, Kandy-Sub, Katugastota, Lochnagar, Mousagalla, Panwila, Peradeniya, and Wattegama ..	0 25
Craighead, Dolosbage, Galagedara, Galaha, Gampola, Hewaheta, Kotmale, Kundasale, Madulkele, Nawalapitiya, Polgahawela, Pussellawa, Ramboda, Rangala, Somerset, Teldeniya, and Urugala* ..	0 50
Agrapatana, Alawwa, Ambegamuwa, Aranayake,* Bogawantalawa, Hatton, Kegalla, Kotagala, Kurunegala, Maskeliya, Mawanella,* Mawatagama, Norwood, Punduloya, Radella, Talawakele, Tillicoultry, Watagoda, and Watawala ..	0 75
Colombo, Kandapola, Kelaniya, Maturata, Nanu-oya, Narammala,* Nuwara Eliya, Ragalla, Ragama, Uda Pussellawa, Wariyapola, and Rambodagala* ..	1 0
Bandaragama, Bandarawela, Dehiwala, Diyatalawa, Golconda, Haputale, Horana, Kalutara, Keshbewa, Kotte, Moratuwa, Mount Lavinia, Negombo, Padukka, Panadure, Wadduwa, Wattala, and Nagawatta ..	1 25
Ambalangoda, Avissawella, Beruwela, Ingiriya, Kochchikade, Maggona, Marawila, Nattandiya, Neboda, Paiyagala, Tebuwana, and Wennapuwa ..	1 50
Baddegama, Chilaw, Elpitiya, Galle, Gintota, Magalla, and Ratnapura ..	1 75
Habaraduwa, Kiriella, Matara, and Weligama ..	2 0
Hakmana, Kamburupitiya, and Dondra* ..	2 25

* To be opened shortly.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council, under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed by the Legislative Council on January 28, 1926.

Colonial Secretary's Office,
Colombo, January 30, 1926.

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

Rule referred to.

The following shall be the scale of charges for the use of the telephone trunk line between Urugala Post Office and the other stations named:—

TELEPHONE CALL OFFICE AT URUGALA POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

	Rates. Rs. c.
Between Urugala and Teldeniya ..	0 15*
Rangala ..	0 15
Galagedara, Galaha, Gampola, Hewaheta, Kandy, Kandy-Sub, Katugastota, Kundasale, Panwila, Peradeniya, Somerset, and Wattegama ..	0 25
Alawwa, Craighead, Dolosbage, Elkaduwa, Hatton, Kegalla, Kotmale, Lochnagar, Madulkele, Matale, Mousagalla, Nawalapitiya, Polgahawela, Pussellawa, Ramboda, and Mahawela† ..	0 50
Agrapatana, Ambegamuwa, Aranayake,† Bogawantalawa, Kotagala, Kurunegala, Maskeliya, Mawanella,† Mawatagama, Nanu-oya, Narammala,† Norwood, Nuwara Eliya, Punduloya, Radella, Ragama, Talawakele, Tillicoultry, Watagoda, Watawala, Wariyapola, and Rambodagala† ..	0 75
Colombo, Dehiwala, Kandapola, Kelaniya, Kotte, Maturata, Moratuwa, Mount Lavinia, Ragalla, Uda Pussellawa, and Wattala ..	1 0
Avissawella, Bandaragama, Bandarawela, Beruwela, Diyatalawa, Golconda, Haputale, Horana, Ingiriya, Kalutara, Keshbewa, Kochchikade, Maggona, Neboda, Negombo, Padukka, Paiyagala, Panadure, Tebuwana, Wadduwa, Wennapuwa, and Nagawatta ..	1 25
Ambalangoda, Chilaw, Elpitiya, Marawila, and Nattandiya ..	1 50
Baddegama, Galle, Gintota, Habaraduwa, Kiriella, Magalla, and Ratnapura ..	1 75
Kamburupitiya, Matara, Weligama, and Dondra† ..	2 0
Hakmana ..	2 25

* From Call Office also 15 cents.

† To be opened shortly.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council, under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed by the Legislative on January 28, 1926.

Colonial Secretary's Office,
Colombo, January 30, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

Rule referred to.

The following shall be the scale of charges for the use of the telephone trunk line between Rambodagala Sub-Post Office and the other stations named:—

TELEPHONE CALL OFFICE AT RAMBODAGALA SUB-POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

	Rs. c.
Between Rambodagala and Kurunegala	0 15
Mawatagama, Narammala,* Poigahawela, and Wariyapola	0 25
Alawwa, Aranayake,* Giriulla, Kandy, Kandy-Sub, Kegalla, Mawanella,* and Peradeniya	0 50
Colombo, Craighead, Dandagamuwa, Dehiwala, Elkaduwa, Galagedara, Galaha, Gampola, Hewaheta, Katugastota, Kelaniya, Kotte, Kundsale, Lochnagar, Madulkele, Matale, Mount Lavinia, Mousagalla, Nawalapitiya, Panwila, Pussellawa, Ragama, Rangala, Somerset, Teldeniya, Wattala, Wattegama, and Urugala*	0 75
Agrapatana, Ambegamuwa, Bandaragama, Bogawantalawa, Dolosbage, Hatton, Horana, Kalutara, Kesbewa, Kochchikade, Kotagala, Kotmale, Maggona, Maskeliya, Moratuwa, Negombo, Norwood, Padukka, Paiyagala, Panadure, Radella, Ramboda, Talawakele, Tillicoultry, Wadduwa, Watawala, Wennapuwa, and Mahawela*	1 0
Ambalangoda, Avissawella, Beruwala, Chilaw, Ingiriya, Kandapola, Marawila, Maturata, Nanu-oya, Nattandiya, Neboda, Nuwara Eliya, Punduluoya, Ragalla, Tebuwana, Uda Pussellawa, and Watagoda..	1 25
Baddegama, Diyatalawa, Elpitiya, Galle, Gintota, Golconda, Habaraduwa, Haputale, Kiriella, Magalla, and Ratnapura	1 50
Bandarawela, Matara, Weligama, Nagawatta, and Dondra*	1 75
Hakmana and Kamburupitiya	2 0

* To be opened shortly.

NOTICES CALLING FOR TENDERS.

SCHEDULES of rates are hereby invited for construction of Bridge No. 275, Kalawellawa-Bellapitiya road.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Panadure, 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 Office of the District Engineer, Panadure, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Panadure, endorsed on the outside "Schedule of Rates for the Construction of Bridge No. 275, Kalawellawa-Bellapitiya Road," so as to reach the offices of the foregoing officers on or before 12 noon on February 25, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of certain specified imported articles, viz., one rate including the value of all materials and the other omitting value of the said specified materials.

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

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

7. Government reserves to itself the right to supply the contractor with all imported articles, such as cement, &c. which it may be necessary to use in the execution of the works included in any agreement.

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

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

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

Public Works Office,
Colombo, February 10, 1926.

SCHEDULES of rates are hereby invited for additions to the Surveyor-General's Office, Colombo.

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

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

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the Office of the Construction Engineer, Public Works Department, Colombo, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the Director of Public Works, Colombo, and endorsed on the outside "Schedules of Rates for Extension to Surveyor-General's Office, Colombo," so as to reach the offices of the foregoing officers, on or before 12 noon on Wednesday, February 24, 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 alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialled will be treated as informal and rejected.

6. Government reserves to itself the right to supply the contractor with all imported articles, such as cement, &c., which it may be necessary to use in the execution of the works 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 Construction 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, February 10, 1926. for Director of Public Works.

SCHEDULES of rates are hereby invited for additions and improvements to Ambalantota Dispensary.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Hambantota, 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 Office of the District Engineer, Hambantota, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, Galle, and the duplicate addressed to the District Engineer, Hambantota, endorsed on the outside "Schedule of Rates, Additions and Improvements to Ambalantota Dispensary," so as to reach the offices of the foregoing officers on or before 12 noon on February 26, 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 alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialled will be treated as informal and rejected.

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. The accepted tenderer will be required to complete and hand over the works to the District Engineer, Hambantota, on or before a date to be agreed upon.

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

9. Government does not bind itself to accept the lowest or any tender 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, February 8, 1926. for Director of Public Works.

TENDERS are invited for the retail sale in Colombo of school books appearing in the annexed schedule, and any others which may be included, at the selling prices quoted therein, for two or three years commencing from March 1, 1926. Alternative rates should be quoted for two or three years. The books numbered 1 to 6 in the schedule will be supplied in lots of not less than 500 copies, and numbers 7 to 19 of not less than 100 copies at a time, by the Government Printer at his Office at Welikada.

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 Retail Sale of School Books" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on February 23, 1926.

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

6. 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 the approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon 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. The tenderers should state on what terms and conditions they are prepared to undertake the exclusive sale of school books supplied to them by the Government Printer.

9. Two sureties will be required to join in a bond for the due fulfilment of the contract. The amount of security required will be Rs. 4,000 in landed property or Rs. 2,000 in cash. All other information can be ascertained upon application at the Office of the Government Printer.

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

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

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

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

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 Director of Education, for reasons which appear to him sufficient, objects after giving due notice of his objections in writing.

L. MACRAE,

Colombo, February 11, 1926. Director of Education.

Schedule referred to.

No.	Name of School Books.	Approximate Number sold in a Year.	Selling Price per Book.
			Rs. c.
1	First Sinhalese Book	65,000	0 8
2	First Sinhalese Standard Reader	47,000	0 10
3	Second do.	28,000	0 15
4	Third do.	21,000	0 20
5	Fourth do.	11,000	0 25
6	Fifth do.	8,000	0 25
7	Sixth do.	2,500	0 30
8	Seventh do.	1,400	0 30
9	Eighth do.	500	0 40
10	History of Ceylon (Sinhalese)	4,500	0 60
11	History of England (Sinhalese)	100	0 50
12	English-Sinhalese Grammar	400	0 50
13	Junior Agricultural Reader (Sinhalese)	7,400	0 15
14	Senior Agricultural Reader (Sinhalese)	4,000	0 25
15	Manual of Hygiene (Sinhalese)	4,000	0 25
16	Ummagga Jataka (Sinhalese)	1,800	0 60
17	Notes for Teachers of Infants (Sinhalese)	400	0 35
18	Action Songs (Tamil)	100	0 50
19	Drill and Games (Sinhalese)	100	0 50

TENDERS are hereby invited for the supply of rice to contractors and coolies employed in the Railway Extension Department at Rambukkana on the Main Line Duplication for a period of three months from March 15, 1926, to June 14, 1926, or till completion of work.

(An average of 200 bushels of rice per month is required for the above-mentioned places, but no guarantee is given that this or any other quantity will be ordered each month).

These requirements are subject to variations according to the strength of the 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, Main Line Duplication," 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, March 2, 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, March 2, 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. 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.

8. The quality of rice must be No. 1 Milhard.

9. No railway facilities will be given regarding the freight on transport of rice and full freight rates must be allowed for in the tendered quotation.

10. The contractor must provide all labour for the handling and issuing of the rice.

11. Payment will be made monthly in the month following that in which the rice has been supplied.

12. 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.

13. A deposit of Rs. 50 will be required to be made either at the Treasury or Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract within ten days of receiving notice in writing from the Chief Construction Engineer, 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.

14. Any further information may be obtained on application at the Office of the Chief Construction Engineer, Colombo.

15. 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 as per approved samples submitted. In order to secure the due and punctual performance of the contract, 10 per cent. of the value of work done will be retained by the Engineer as security from the successful tenderer, and within thirty days after the completion of the work in all respects to the satisfaction of the Engineer or his representative who may be authorized to superintend the work, the retention money will be paid to the contractor.

16. 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.

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

18. The contractor will be required to submit to the Assistant Engineer, Polgahawela, for approval a sample of each consignment of rice that is being dispatched periodically to replenish the rice stocks at the rice stores. Any rice sent to the rice stores not previously approved by the Assistant Engineer, Polgahawela, is liable to rejection.

19. 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 defaulting contractors or any other persons to whom the Chief Construction Engineer, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

20. 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 and the nature and extent of other interests should also be given.

21. In the case of persons who have carried out contracts with the Railway Extension 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.

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

23. 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, February 12, 1926.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that an unserviceable Cylinder Printing Machine (royal size), fitted to be worked by hand, will be sold by public auction at the Government Printing Office, Welikada, on Tuesday, February 16, 1926, at 4 P.M. The machine may be seen, on application to the Government Printer between the hours of 3 and 4 P.M. on February 15, 1926.

Government Printing Office,
Colombo, February 6, 1926.

H. ROSS COTTLE,
Government Printer.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction at the Kandy Kachcheri, on Monday, February 22, 1926, at 2 P.M. :—

2 benches 1 table 3 tappal boxes 2 boxes, circuit, galvanized 3 trays, wooden	1 Remington typewriter 1 Roneo duplicator 60 Vauxhall lamps 1 drum for oil 1 leather bag
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The Kachcheri,
Kandy, February 8, 1926.

C. SITTAMPALAM,
for Government Agent.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended February 6, 1926.

Births.—The total births registered in the city of Colombo in the week were 192 (1 European, 11 Burghers, 111 Sinhalese, 27 Tamils, 30 Moors, 7 Malays, and 5 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1926, viz., 257,473) was 38·9, as against 29·8 in the preceding week, 38·7 in the corresponding week of last year, and 29·9 the weekly average for last year.

Deaths.—The total deaths registered were 170 (3 Burghers, 100 Sinhalese, 31 Tamils, 29 Moors, 5 Malays, and 2 Others). The death-rate per 1,000 per annum was 34·4, as against 34·0 in the previous week, 33·3 in the corresponding week of last year, and 30·3 the weekly average for last year.

Infantile Deaths.—Of the 170 total deaths, 38 were of infants under one year of age, as against 36 in the preceding week, 44 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 14.

Principal Causes of Death.—1. (a) Twenty deaths from *Pneumonia* were registered, 11 in Maradana hospitals (including 5 deaths of non-residents), 2 each in Kotahena South, New Bazaar, and Kollupitiya, and 1 each in St. Paul's, Maradana East, and Maradana South, as against 13 in the previous week, and 18 the weekly average for last year.

(b) Eight deaths from *Influenza* were registered, 2 in San Sebastian, and 1 each in Pettah, St. Paul's, Kotahena South, New Bazaar, Maradana North, and Kollupitiya, as against 9 in the previous week, and 5 the weekly average for last year.

(c) Five deaths from *Bronchitis* were registered, 3 in Maradana hospitals (including 2 deaths of non-residents) and 1 each in St. Paul's and New Bazaar, as against 8 in the previous week, and 5 the weekly average for last year.

2. Fifteen deaths from *Phthisis* were registered, 6 in Maradana hospitals (including 1 death of a non-resident), 3 each in Maradana North and Slave Island, and 1 each in New Bazaar, Kollupitiya, and Wellawatta South, as against 12 in the previous week, and 14 the weekly average for last year.

3. Five deaths from *Enteric Fever* were registered in Maradana hospitals (including 2 deaths of non-residents), as against 6 in the previous week, and 6 the weekly average for last year.

4. One death from *Plague* was registered in Pettah. The number in the previous week and the weekly average for last year were the same as this week's figure.

5. Fifteen deaths were registered from *Debility*, 13 from *Infantile Convulsions*, 9 from *Enteritis*, 5 each from *Diarrhoea* and *Worms*, 4 from *Dysentery*, 2 from *Tetanus*, 1 from *Puerperal Septicaemia*, and 62 from *Other Causes*.

6. Thirty cases of *Measles*, 29 of *Chickenpox*, 9 of *Enteric Fever*, and 3 of *Smallpox* (2 in Port) were reported during the week, as against 16, 21, 7, and nil, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 79·8°, against 79·3° in the preceding week and 79·9° in the corresponding week of the previous year. The mean atmospheric pressure was 29·957 in., against 29·926 in. in the preceding week and 29·892 in. in the corresponding week of the previous year. The total rainfall in the week was 0·07 in., against 2·34 in. in the preceding week, and 3·78 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, February 9, 1926.

E. A. JAYASEKERE,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

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—
 - (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.

- (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 the conduct of its business.
- (25) To do all or any of the above things in any part of the world, as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up), or in debentures, debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares, either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate, property, and assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures, or debenture stock, or obligations of any company or person, or partly one and partly any other.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them, 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 milio Rupees (Rs. 2,000,000) divided into Two hund ed 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 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 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 procurationem* 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 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 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 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 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.

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

SURRENDER AND FORFEITURE OF SHARES.

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

42. (a) *If Call or Instalment 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) *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 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 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, 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 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.

E. A. WALDOCK.

Witness to the above signatures :

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

Publicatio

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 Dorado 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 :—

- (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.
- 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.
- 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 thereof shall have a casting vote in addition to his vote as a Director.

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

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

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

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

122. *Minutes of Proceedings of the Company and the Directors to be recorded.*—The Directors shall cause 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 net 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 not withstanding 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 them 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 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.

- for Publication*
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, 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, 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 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 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, 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 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 thereof shall have a casting vote in addition to his vote as a Director.

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

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

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

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

122. *Minutes of Proceedings of the Company and the Directors to be recorded.*—The Directors shall cause 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. *Notices 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 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. MARTENSZ,
Proctor of the Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF MIDFORD (CEYLON) TEA ESTATES, LIMITED.

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.

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.

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

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

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

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

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

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

- (1) Of all appointments (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 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:—

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:

MEMORANDUM OF ASSOCIATION OF THE RAJAMAANA RUBBER COMPANY, LIMITED.

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12 pages
432
144
144
216
936
1. THE name of the Company is "THE RAJAMAANA RUBBER COMPANY, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The objects for which the Company is to be established are—
 - (a) To purchase from the proprietor thereof Rajamaana estate, situate in the North Matale District of the Island of Ceylon as on and from the 1st day of February, 1926.
 - (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 or 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.

- (b) 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 Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into 10,000 cumulative preference shares of Rs. 10 each, and 65,000 ordinary shares of Rs. 10 each, with power to increase or reduce the capital. Such preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of seven and a half per cent. per annum on the capital for the time being paid up thereon and shall rank as regards return of capital in priority to the ordinary shares, but shall not confer the right to any further participation in profits or assets. The shares forming the capital (original increased, or reduced) of the Company other than the said preference shares may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company, for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
J. G. MOORE, Colombo	One
F. F. ROE, Colombo	One
A. W. HARRISON, Colombo	One
R. J. HARTLEY, Colombo	One
W. E. V. DE ROOY, Colombo	One
J. A. VERNON MODDER, Colombo	One
LESLIE MAČK, Colombo	One
Total Shares taken	Seven

Witness to all the above signatures, this Second day of February, 1926, at Colombo :

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

ARTICLES OF ASSOCIATION OF THE RAJAMAANA RUBBER COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

"Special resolution" has the meaning assigned thereto by the Ordinance.

"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 Rupees (Rs. 750,000), divided into 10,000 cumulative preference shares of Ten Rupees (Rs. 10) each, and 65,000 ordinary shares of Ten Rupees (Rs. 10) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges or conditions attached thereto as such resolution shall direct, and they shall have power to add to such new shares such an amount of premium as may be considered expedient, provided, however, that such new shares shall have no preferential rights over the 10,000 cumulative preference shares aforewritten.

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

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

SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares except, when otherwise provided, shall first be offered by the Directors to the Shareholders in proportion as nearly as may be to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for or services rendered to the Company, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased 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 wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

49. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine, provided that no such shares shall have any preference over the cumulative preference shares issued in pursuance of clause 5 of the Memorandum of Association.

50. If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes, then the holders of any class of shares including the aforewritten cumulative preference shares may by a special resolution passed at a meeting of such holders consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares; and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the resolutions could have been 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 such meeting.

BORROWING POWERS.

52. The Directors shall have power to procure from time to time in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, 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 Secretaries, or of two Directors, to the effect that in taking any loan the Directors are not exceeding their borrowing powers, shall be sufficient and binding on the Company and all concerned, and shall be conclusive evidence thereof in all questions between the Company and its creditors.

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

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

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

GENERAL MEETINGS.

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

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

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

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

61. Any requisition so made shall express the object of the meeting proposed to be called shall be addressed to the Directors, and shall be sent 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 at 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 *Ceylon Government Gazette* or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.

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

66. With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at Ordinary General Meetings without notice, no General Meeting, Ordinary or Extraordinary, shall be competent to enter upon, discuss, or transact any business which has not been specially mentioned in the notice or notices upon which it was convened except resolutions submitted under Article 62.

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

83. The instrument appointing a proxy 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 Rajamaana Rubber Company, Limited.

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

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

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

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

DIRECTORS.

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

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

88. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company. The Directors may repay to any Director all reasonable travelling and hotel expenses incurred by him in or about the *bona fide* performance of his duties as a Director including all reasonable travelling expenses to and (or) from Board Meetings.

89. The first Directors shall be John Gage Moore and Frederick Henry Layard. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

91. At the First Ordinary General Meeting of the Company all the Directors shall retire from office, and at the First Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 92.

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

103. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Superintendent, Manager, Managing Director, Agent, Visiting Agent, or Secretary of the Company 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 99.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

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

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

105. The business of the Company shall be managed by the Directors either by themselves, or through a Managing Director, or with the assistance of an Agent or Agents, and Secretary or Secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 123 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid, or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

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

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

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

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

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

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

- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or 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 the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

- (1) Of all appointments (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.

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

AGENTS AND SECRETARIES.

123. The firm of Gordon Frazer & Company, Limited, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

133. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration. He or they shall hold office till the 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.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

J. G. MOORE, Colombo.

F. F. ROE, Colombo.

A. W. HARRISON, Colombo.

R. J. HARTLEY, Colombo.

W. E. V. DE ROOY, Colombo.

J. A. VERNON MODDER, Colombo.

LESLIE MACK, Colombo.

Witness to the above signatures at Colombo, this Second day of February, 1926 :

[First Publication.]

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

The Dickoya Tea Company, Limited.

NOTICE is hereby given that the Eighteenth Ordinary General Meeting of Shareholders of the Company will be held at 11 A.M. on Thursday, February 25, 1926, at the registered office of the Company, 14, Queen street, Colombo.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, February 8, 1926. Agents and Secretaries.

The Ceylon Provincial Estates Company, Limited.

NOTICE is hereby given that the Thirty-first Annual Ordinary General Meeting of the Shareholders will be held at the registered office of the Company, 14, Queen street, Colombo, on Saturday, February 20, 1926, at 11 A.M.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, February 8, 1926. Agents and Secretaries.

The Moolgama Estate Company, Limited.

NOTICE is hereby given that the Fourth Ordinary General Meeting of Shareholders of the Company will be held at 12.30 P.M. on Friday, February 26, 1926, at the registered office of the Company, 14, Queen street, Colombo.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, February 8, 1926. Agents and Secretaries.

The Udagoda Tea and Rubber Company, Limited.

NOTICE is hereby given that the Ninth Ordinary General Meeting of Shareholders of the Company will be held at 3.30 P.M. on Thursday, February 25, 1926, at the registered office of the Company, 14, Queen street, Colombo.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, February 8, 1926. Agents and Secretaries.

The Tempo Tea and Rubber Company, Limited.

NOTICE is hereby given that the Fourteenth Ordinary General Meeting of Shareholders will be held at 11.30 A.M. on Friday, February 26, 1926, at the registered office of the Company, 14, Queen street, Colombo.

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.
5. To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, February 9, 1926. Agents and Secretaries.

The Knavesmire Estates Company, Limited.

NOTICE is hereby given that the Thirtieth Ordinary General Meeting of Shareholders will be held at 11 A.M. on Friday, February 26, 1926, at the registered office of the Company, 14, Queen street, Colombo.

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.
5. To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, February 9, 1926. Agents and Secretaries.

Lapan Utan Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders will be held at the Company's registered office, Gasworks street, Pettah Colombo, on Tuesday, February 23, at 11.30 A.M., to confirm as a special resolution, the subjoined resolution which was duly passed by the requisite majority at the Extraordinary General Meeting of the Company, held on February 8, 1926.

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, February 9, 1926. Agents and Secretaries.

The Aranayake Rubber Estates Company, Limited.

NOTICE is hereby given that the Nineteenth Annual Ordinary General Meeting of this Company will be held at the registered office of the Company, 14, Prince street, Fort, Colombo, on Monday, February 22, 1926, at 3.30 P.M.

Business.

- (1) To receive and consider the annual statement of accounts and balance sheet, and the report of the Directors for the past year.

- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To elect Auditors for 1926.
- (5) To transact any other ordinary business that may arise.

(In accordance with the Company's Articles of Association, the Transfer Books will be closed from February 20 to 24, 1926, both days inclusive.)

By order of the Directors,
HARRISONS & CROSFIELD, LTD.,
Colombo, February 9, 1926. Agents and Secretaries.

The Lanka Rubber Company, Limited

NOTICE is hereby given that the Annual Ordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, 55/57 Queen street, Fort, Colombo, on Thursday February 25, 1926, at 12 noon.

Business.

1. To receive the report of the Directors and accounts of the Company for the year 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 15 to 27, 1926, both days inclusive.

By order of the Directors,
LEE, HEDGES & Co., LTD.,
Colombo, February 9, 1926. Agents and Secretaries.

The Uva Rubber Company of Ceylon, Limited.

NOTICE is hereby given that the Twenty-first Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Wednesday, February 24, 1926, at 12.30 P.M.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1925.
2. To declare a final dividend.
3. To elect a Director.
4. To appoint Auditors for 1926.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from February 10 to 27, 1926, both days inclusive.

By order of the Directors,
LEWIS BROWN & Co., LTD.,
Colombo, February 10, 1926. Agents and Secretaries.

The Ribu Rubber Company, Limited.

NOTICE is hereby given that the Twentieth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Thursday, February 25, 1926, at 11 A.M.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1925.
2. To declare a final dividend.
3. To elect a Director.
4. To appoint Auditors for 1926.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from February 11 to 28, 1926, both days inclusive.

By order of the Directors,
LEWIS BROWN & Co., LTD.,
Colombo, February 10, 1926. Agents and Secretaries.

Sir H. Dias, Coconut Estates, Limited.

NOTICE is hereby given that the Sixteenth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Thursday, February 25, 1926, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for 1926.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from February 11 to 28, 1926, both days inclusive.

By order of the Directors,
LEWIS BROWN & Co., LTD.,
Colombo, February 10, 1926. Agents and Secretaries.

The Forest Hill Tea Company, Limited.

NOTICE is hereby given that the Third Ordinary General Meeting of Shareholders of this Company will be held at Ambewatte House, Slave Island, Colombo, on Saturday, February 20, 1926, at 12 noon.

Business.

1. To receive the report of the Directors and the accounts 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 properly brought before the Meeting.

(The Transfer Books of the Company will be closed from February 12 to February 20, 1926, both days inclusive.)

By order of the Directors,
CUMBERBATCH & Co.,
Colombo, February 10, 1926. Agents and Secretaries.

The Tolacombe Estates Company of Ceylon, Limited.

NOTICE is hereby given that the Thirty-second Ordinary General Meeting of the Shareholders of this Company will be held at the registered office, Ambewatte House, Slave Island, Colombo, on Tuesday, February 23, 1926, at 12 noon.

Business.

1. To receive the report of the Directors and the accounts 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 properly brought before the Meeting.

(The Transfer Books of the Company will be closed from February 15 to 23, 1926, both days inclusive.)

By order of the Directors,
CUMBERBATCH & Co.,
Colombo, February 10, 1926. Agents and Secretaries.

The Macalenderya Tea and Rubber Company, Limited.

NOTICE is hereby given that the Twentieth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Saturday, February 20, 1926, at 12.30 P.M.

Business.

1. To receive the report of the Directors and the accounts for the year ended December 31, 1925.

2. To declare a dividend.
 3. To elect a Director.
 4. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.
- (The Transfer Books of the Company will be closed from February 13 to 20, 1926, inclusive.)

By order of the Directors,
BOIS BROTHERS & Co., LTD.,
Agents and Secretaries.

Colombo, February 9, 1926.

The L. L. P. Estates, Limited.

NOTICE is hereby given that the Sixth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort Colombo, on Tuesday, February 23, 1926, at 10 A.M.

Business.

1. To receive the report of the Directors and the accounts to December 31, 1925.
 2. To declare a dividend.
 3. To elect a Director.
 4. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.
- (The Transfer Books of the Company will be closed from February 16 to 23, both days inclusive.)

By order of the Directors,
BOIS BROTHERS & Co., LTD.,
Agents and Secretaries.

Colombo, February 11, 1926.

The Stratheden Tea Company, Limited.

NOTICE is hereby given that the Twelfth Annual General Meeting of the Shareholders of the Company will be held at 11.30 A.M. on Friday, February 19, 1926, at the registered office of the Company, Australia buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1925.
 2. To declare a dividend.
 3. To elect a Director.
 4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.
- The Transfer Books of the Company will be closed from February 12 to 19, 1926, both days inclusive.

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

Colombo, February 10, 1926.

The Tannahena Rubber Estates, Limited.

NOTICE is hereby given that the Tenth Annual General Meeting of the Company will be held at 11 A.M. on Monday, February 22, 1926, at the registered office of the Company, Australia buildings, Fort, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1925.
 2. To declare a dividend.
 3. To elect a Director.
 4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.
- The Transfer Books of the Company will be closed from February 16 to 22, 1926, both days inclusive.

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

Colombo, February 10, 1926.

Hinwerelle Rubber Company, Limited.

NOTICE is hereby given that the Twentieth Annual General Meeting of the Company will be held at 11.30 A.M. on Monday, February 22, 1926, at the registered office of the Company, Australia buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1925.
 2. To declare a dividend.
 3. To elect a Director.
 4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.
- The Transfer Books of the Company will be closed from February 16 to 22, 1926, both days inclusive.

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

Colombo, February 10, 1926.

Weniwella Rubber Company, Limited.

NOTICE is hereby given that the Twentieth Annual General Meeting of the Shareholders of the Company will be held at 12 noon on Monday, February 22, 1926, at the registered office of the Company, Australia buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1925.
 2. To declare a dividend.
 3. To elect a Director.
 4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.
- The Transfer Books of the Company will be closed from February 16 to 22, 1926, both days inclusive.

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

Colombo, February 10, 1926.

The Robgill Tea Company, Limited.

NOTICE is hereby given that the Sixth Annual General Meeting of the Company will be held at 11 A.M. on Thursday, February 25, 1926, at the registered office of the Company, Australia buildings, Fort, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1925.
 2. To declare a dividend.
 3. To elect a Director.
 4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.
- The Transfer Books of the Company will be closed from February 20 to 25, 1926, both days inclusive.

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

Colombo, February 10, 1926.

Marigold Tea Estates, Limited.

NOTICE is hereby given that the Fourth Annual General Meeting of the Company will be held at 11.30 A.M. on Thursday, February 25, 1926, at the registered office of the Company, Australia buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 16 to 25, 1926, both days inclusive.

By order of the Directors,

CARSON & Co., LTD.,

Colombo, February 10, 1926. Agents and Secretaries.

Kandyan Hills Company, Limited.

NOTICE is hereby given that the Twenty-ninth Annual General Meeting of the Company will be held at 12 noon on Thursday, February 25, 1926, at the registered office of the Company, Australia buildings, York street, Colombo.

Business.

To receive the report of the Directors and accounts to December 31, 1925.

2. To declare a dividend.

3. To elect a Director.

4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 18 to 25, 1926, both days inclusive.

By order of the Directors,

CARSON & Co., LTD.,

Colombo, February 10, 1926. Agents and Secretaries.

The Kelani Tea Garden Company, Limited.

NOTICE is hereby given that the Thirty-first Annual General Meeting of the Company will be held at 12.30 P.M. on Thursday, February 25, 1926, at the registered office of the Company, Australia buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1925.

2. To declare a dividend.

3. To elect a Director.

4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 18 to 25, 1926, both days inclusive.

By order of the Directors,

CARSON & Co., LTD.,

Colombo, February 10, 1926. Agents and Secretaries.

The Kintapitiya Tea and Rubber Company, Limited.

NOTICE is hereby given that the Eighth Annual General Meeting of the Shareholders of the Company will be held at 2.30 P.M. on Tuesday, February 23, 1926, at the registered office of the Company, Australia buildings, Fort, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1925.

2. To elect a Director.

3. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

By order of the Directors,

CARSON & Co., LTD.,

Colombo, February 10, 1926. Agents and Secretaries.

The Clifton Rubber Company, Limited.

Notice to Holders of Mortgage Debentures.

NOTICE is hereby given that at the drawing of debentures which took place at the registered offices of the Company, Gaffoor building, Main street, Colombo, at 12 noon on Saturday, February 6, 1926, for the purpose of determining which of the 300 mortgage debentures of Rs. 100 each, were to be redeemed by the Company, the following are the numbers of the said debentures which were drawn for redemption, and it was determined that the debentures bearing the said numbers be redeemed accordingly.

The said drawing was made in the presence of Mr. F. H. Layard, a Director of the Company, Mr. A. W. Harrison representing the agents and secretaries, and Mr. P. S. Martensz, Notary Public:—

461, 178, 170, 162, 68, 18, 286, 494, 381, 140, 81, 413, 462, 251, 136, 323, 314, 204, 78, 114, 443, 59, 244, 467, 330, 102, 500, 415, 421, 1, 463, 497, 202, 52, 226, 258, 254, 479, 371, 116, 127, 301, 13, 262, 151, 39, 192, 416, 287, 175, 146, 247, 132, 470, 484, 115, 270, 365, 474, 498, 185, 156, 212, 147, 260, 259, 300, 249, 317, 276, 149, 80, 238, 243, 145, 98, 99, 302, 191, 366, 113, 459, 187, 209, 468, 142, 225, 42, 370, 83, 359, 22, 439, 321, 25, 177, 313, 144, 62, 340, 410, 362, 121, 487, 180, 298, 155, 51, 152, 455, 422, 221, 488, 79, 227, 322, 197, 168, 100, 378, 135, 110, 266, 8, 92, 268, 53, 345, 380, 65, 403, 283, 464, 375, 70, 435, 176, 87, 26, 384, 211, 86, 339, 354, 412, 334, 17, 200, 350, 186.

By order of the Directors,

GORDON FRAZER & Co., LTD.,

Agents and Secretaries.

Colombo, February 10, 1926.

The Moferagalla Rubber Company, Limited.

NOTICE is hereby given that the Twenty-first Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Saturday, February 20, 1926, at 11 A.M.

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, and transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & Co., LTD.,

Agents and Secretaries.

Colombo, February 10, 1926.

The Muppene Valley (Ceylon) Rubber Company, Limited.

NOTICE is hereby given that the Seventh Ordinary General Meeting of Shareholders will be held at the offices of the Company, Gaffoor building, Main street, Colombo, on Saturday, February 20, 1926, at 11.30 A.M.

Business.

1. To receive the report of the Directors and statement of accounts to December 31, 1925.

2. To elect a Director.

3. To appoint an Auditor, and transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & Co., LTD.,

Agents and Secretaries.

Colombo, February 12, 1926.

Yatapolla Estate, Limited.

NOTICE is hereby given that the Third Annual General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Saturday, February 20, 1926, at 10.30 A.M.

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, and to transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & Co., LTD.,

Agents and Secretaries.

Colombo, February 12, 1926.

The Liniyagala Tea Syndicate, Limited.
(In Liquidation.)

NOTICE is hereby given that, at the Final General Meeting of Shareholders of the above-named Company, duly convened and held at the office of the Liquidator, Imperial Bank building, Colombo, on Friday, February 5, 1926, at 11 A.M., the following resolutions were unanimously passed, viz. :—

"(1) That the accounts submitted to the Meeting, and showing the manner in which the winding-up has been conducted and the property of the Company disposed of, be received and adopted."

"(2) That the affairs of the Company have been properly wound up."

H. D. THORNTON,
Liquidator.
Colombo, February 5, 1926.

Clay Products, Limited.

NOTICE is hereby given that the Second Ordinary General Meeting of the Shareholders of the above Company will be held at the registered office on the 19th instant, at 11 o'clock forenoon.

Business.

1. To receive the report and accounts of the Directors for the year ended November 17, 1925.
2. To elect Directors.
3. To elect Auditors.
4. Any other business that may be brought before the Meeting.

By order of the Board,
J. L. ROSS & Co.,

Managing Agents and Secretaries.
Colombo, February 6, 1926.

The Ullswater Rubber Company of Ceylon, Limited.

NOTICE is hereby given that the Nineteenth Ordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, Lloyd's buildings, 13, Prince street, Fort, Colombo, on Thursday, February 25, 1926, at 11.30 in the forenoon.

The Transfer Books of the Company will be closed from February 22 to 25, 1926, both days inclusive.

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

Colombo, February 8, 1926.

The Trafford Hill Rubber Estates, Limited.

NOTICE is hereby given that the Eighth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office, 19, Queen street, Fort, Colombo, on Monday, March 1, 1926, at 11 A.M.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year, and to transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 22 to March 1, 1926, both days inclusive.

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

Colombo, February 12, 1926.

The Kudaganga Rubber Company (of Ceylon) Limited.

NOTICE is hereby given that the Nineteenth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office, 19, Queen street, Fort, Colombo, on Wednesday, February 24, 1926, at 12 noon.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year, and to transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 18 to 24, 1926, both days inclusive.

By order of the Directors,
HENDERSON & Co.,
Colombo, February 12, 1926. Agents and Secretaries.

The Torrington Tea Estates, Limited.

NOTICE is hereby given that the Seventh Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Tuesday, February 23, 1926, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts for the period 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 February 16 to 23, 1926, both days inclusive.

By order of the Directors,
WHITTALL & Co.,
Colombo, February 12, 1926. Agents and Secretaries.

The Lady Havelock Gardens Company, Limited.

NOTICE is hereby given that the Thirtieth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Saturday, February 20, 1926, at 11 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 Directors.
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 February 13 to 20, 1926, both days inclusive.

By order of the Directors,
WHITTALL & Co.,
Colombo, February 12, 1926. Agents and Secretaries.

Karandupona Estates Company, Limited.

NOTICE is hereby given that the Fifth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, York street, Colombo, on Tuesday, February 23, 1926, at 12 noon.

Business.

- (1) To receive the report of the Directors and the accounts of the Company for the year ended December 31, 1925.
- (2) To declare a final dividend.
- (3) To elect Directors.
- (4) To appoint Auditors for the current year.
- (5) To transact any other business that may be duly brought before the Meeting.

By order of the Directors,
DODWELL & Co., LTD.,
Colombo, February 8, 1926. Agents and Secretaries.

Auction Sale.

Leasehold Interest in Premises No. 61 A, Dean's Road, Maradana, Colombo, and all Machinery lying on the said Premises.

BY virtue of the primary mortgage decree entered in case No. 3,355 of the District Court of Colombo, and the commission issued to me, I shall sell by public auction on Saturday, March 6, 1926, commencing at 1 P.M., at the spot:—

(1) The leasehold right, title, and interest of the defendant in and to all that land bearing assessment No. 61A, Dean's road, Maradana, Colombo, and the buildings standing thereon, under indenture of lease No. 4,322 dated December 19, 1918, attested by Charles Pieris, Notary Public; (2) one boiler and steam engine made by Ruston Proctor and Co., Ltd., Lincoln, 14-horsepower; (3) one boiler and steam engine made by Marshall Sons & Co., Gainsborough, England, 14-horsepower; (4) one saw bench with rubber belt; (5) one saw bench with rubber belt made by J. Sagar & Co., Halifax; (6) one saw bench with rubber belt made by James Reid & Co. of No. 101, Leadenhall street, Lorder; (7) one planing machine made by John MacDowell Sons of Johnstone, Scotland; (8) one planing machine made by J. Sagar & Co., Ltd., Halifax, Yorkshire; (9) one vertical saw bench made by John MacDowells and Sons Johnstone, Scotland; (10) one saw bench with big saw made in Ceylon; (11) one drilling machine; (12) one wood turning machine; (13) one drilling machine; (14) one grinding stone machine; (15) twenty carpenter's benches; (16) two teakwood dressing tables; (17) seven teakwood Chair frames; (18) one teakwood clothes horse; (19) one small showcase; (20) fourteen teak logs; (21) four showcase frames; (22) four unfinished doors; (23) one Albion motor lorry No. G 96; (24) one 14-horsepower engine No. 15,205, made by Marshall & Sons, Ltd.

Hulftsdorp, Colombo.

A. C. KOELMEYER,
Auctioneer and Broker.

Auction Sale.

BY virtue of the commission issued to me in case No. 14,416, District Court, Colombo, I shall sell by public auction for the recovery of the sum of Rs. 2,208.25 and interest, being balance amount due under the decree, on Saturday, March 6, 1926, commencing at 11 A.M., at office, 58 Belmont street, Hulftsdorp, Colombo, the following, viz:—

(1) Land called Talgahaowita *alias* Oyabodakumbura in Pattalagedera in the Meda pattu of Siyane korale, Colombo District, extent 3 acres 2 roods and 6 perches; (2) eastern $\frac{1}{2}$ share of land called Kosgahamulawatta and the adjoining land called Kongahamulawatta forming one property in Metiangama, Dambadeniya, Udugaha korale west, Kurunegala District, in extent $1\frac{1}{4}$ measure kurakkan sowing; (3) bond No. 3,584 dated November 2, 1921, attested by M. A. P. Dharmaratne, Notary Public, and the principal sum of Rs. 2,500 and all interest due thereon, and the securities therein contained, including the primary mortgage of the several premises mentioned therein; (4) all that bond No. 6,723 dated March 11, 1915, attested by M. J. M. P. Senanayake, Notary, and the principal sum of Rs. 1,500, and all interest due thereon, and the securities therein contained, including the primary mortgage of the several premises mentioned therein.

Belmont street, Hulftsdorp.

A. C. KOELMEYER,
Auctioneer and Broker.

Auction Sale under Mortgage Decree in D. C., Colombo No. 18,857.

A Valuable Property of Coconut and Tea.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction at the spot on Saturday, March 6, 1926, at 4 P.M., viz:—All the right, title, and interest of the 1st defendant in an to the unexpired term of the indenture of lease No. 101 dated November 4, 1923, attested by A. C. M. Abdul Cader of

Colombo, Notary Public, affecting all those allotments of land called Ittalagahalanda and Ittagala or Namenetikovilalanda, now called and known as Weragala estate, planted with tea and coconuts, in Weragala in Meda pattu of Hewagama korale, in the District of Colombo, Western Province; containing in extent 49 acres and 14 perches.

For further particulars please apply to M. S. Akbar, Esq., Proctor and Notary, or to me—

E. EDMUND DE SILVA,

115, Hulftsdorp, Colombo. Commissioner and Auctioneer.

Auction Sale under Mortgage Decree in D. C., Colombo, No. 17,198.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction at the spot on Saturday, March 20, 1926, at 4.30 P.M., viz:—All that northern portion of ground with the buildings and plantations thereon marked letter "A," shaded pink in the plan from and out of the land bearing assessment No. 21, situated at Maligawatta, within the Municipal limits and in the District of Colombo, Western Province; containing in extent 7 $\frac{19}{100}$ square perches.

For further particulars please apply to M. S. Akbar, Esq., Proctor, Supreme Court, and Notary Public, or to me—

E. EDMUND DE SILVA,

115, Hulftsdorp, Colombo. Commissioner and Auctioneer.

Auction Sale under Mortgage Decree in D. C., Colombo, No. 14,706.

In the District Court of Colombo.

UNDER and by virtue of the commission issued to me in the above case, I shall offer for sale by public auction on Friday, March 12, 1926, at 3 P.M., at the spot the following property, to wit:—

An undivided half part or share from and out of all that land called Etambagahawatta and of the trees, plantations, and everything appearing therein thereto, situated at Godagedera in the Meda pattu of Siyane korale, in the District of Colombo, Western Province; and bounded on the north by allotment of land bearing F 346 and T 346 in preliminary plan bearing No. 3,393, on the east and south by allotment of land bearing H 346 in preliminary plan bearing No. 3,393, on the west by the land mentioned in title plan No. 102,955 and allotment of land bearing G 346 and E 346 in preliminary plan No. 3,393; containing in extent within the boundaries 3 acres 3 roods and 25 perches.

For further particulars please apply to P. Cassius Jansz, Esq., Courts, Colombo.

R. G. KOELMAN,
of JENSEN & Co.,
Commissioner.

'Phone 733.

Auction Sale.

BY virtue of the commission issued to me by the District Court of Colombo in mortgage decree case No. 10,489, I shall sell the following property for the recovery of the amount entered of record on Monday, March 8, 1926, at the spot, at 5 P.M.:—All that undivided 5/6 parts or shares of the defined allotment of land marked letter "B" and of the cadjan buildings and plantations thereon bearing assessment No. 627 of and from the undivided eastern one-half portion of the garden called Ambagahawatta, situated at Naraheimpita in the Halle pattu of the Salpiti korale, Colombo District, now called and known as Timbirigasyaya road, within the Municipality of Colombo; containing in extent 1 rood $1\frac{1}{2}$ perches.

AYRES KARUNARATNA,
Commissioner and Auctioneer.

122, Hulftsdorp, Colombo.

Auction Sale.

In the District Court of Colombo.

UNDER and by virtue of a commission issued to me in case No. 16,206 of the District Court of Colombo, I shall sell by public auction on Friday, March 5, 1926, at 5 P.M., at the spot, all that land called Imbulgahawatta with the buildings thereon, situated at Godigomuwa in Salpiti korale; in extent 3 acres 2 roods and 24 perches.

121, Multsdorp.

C. P. AMERASINGHE,
Auctioneer and Broker.

Auction Sale.

BY virtue of a commission issued to me by the District Court of Colombo, in case No. 16,900 (A. L. A. Alagappa Chetty vs. Ana Chena Kuna Ahamed, Phany and Sulaiman Lobbe), I shall sell on Saturday, March 6, 1926, at their respective spots and time, the following valuable coconut properties situated close to the Kuliya-pitiya town: (1) at 10 a.m., an undivided $\frac{1}{2}$ share of all that garden called Paragahahena, in extent 10 lahas kurakkan sowing; (2) at 10.15 a.m., an undivided $\frac{1}{2}$ share of Unnepitiyekumbure, in extent 2 pelas paddy sowing; (3) at 10.30 a.m., an undivided $\frac{1}{2}$ share of all that land called Puranekumbure, in extent 5 pelas paddy sowing; (4) at 11 a.m., an undivided $\frac{1}{2}$ share of Wewapalukumbura, in extent 1 amunam of paddy sowing; (5) at 11.15 a.m., an undivided $\frac{1}{2}$ share of Paragahamullawatuyaya, in extent 1 amunam kurakkan sowing.

The above five lands are situated at Gaiyala in the Katugampola korale in the Katugampola hatpattu, in the District of Kurunegala.

(6) Commencing from 1 p.m., all that land called Hinagara-hena, in extent 3 lahas kurakkan sowing; (7) an undivided $\frac{1}{2}$ share of Kongahamulahena, in extent 5 lahas kurakkan sowing; (8) all that land called Palugahamulahena, in extent about 5 kurunies of kurakkan sowing; (9) at 2.30 p.m., all that land called Kahatagahamulaena, in extent 8 seers of kurakkan sowing.

The above 6-9 lands are situated at Kumbalwela in the Katugampola hatpattu, in the Katugampola korale. All the above lands are situated 1-2 miles from Kuliya-pitiya town. Further particulars apply to J. H. Rasiah Joseph, Esq., Proctor, Colombo, to—

S. H. SELVAM JOSEPH,
Auctioneer.

Auction Sale.

A valuable land and building in the Residential Quarter of Panadure, Three Minutes Walk from the Panadure Railway Station and bordering the Railway Line and the Sea beach.

UNDER and by virtue of the decree entered in case No. 12,492, D. C., Kalutara, and the order to sell issued to me, I shall put up for sale by public auction on Saturday, February 27, 1926, at 10.30 A.M., at the spot:—

All that allotment of land called Dombagahawatta marked letter 'A' in the figure of survey No. 3,329 dated March 14, 1916, and made by Mr. V. S. A. Dias, Licensed Surveyor, together with the buildings standing thereon, situated at Panadure Pattiya in the Panadurabadda of the Panadure totamune in the Kalutara District of the Western Province; and containing in extent 2 roods and 22 $\frac{22}{100}$ perches.

For further particulars please apply to D. R. de Silva, Esq., Proctor and Notary, Panadure, or to me—

Panadure, February 5, 1926.

H. THOMAS FERNADO,
Auctioneer.

Auction Sale.

Properties at Godigomuwa and Pallansena, in the District of Negombo.

UNDER decree in case No. 475, D. C., Negombo, entered in favour of the plaintiff, Kawanna Kana Kana Nana Supramaniam Chetty of Negombo, against the defendants—(1) Maipalamudalige Pedro Paaris Karunaratna Appuhamy and wife (2) Halahakone Aratchige

Dona Marihamy, both of Pallansena, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 2,668.75, with interest on Rs. 2,500 at 18 per cent per annum from August 18, 1925, to November 12, 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. 2,495 dated February 3, 1925, and attested by P. D. F. de Croos, Notary, by public auction, at the respective spots on Wednesday, March 10, 1926, to wit:—

At 3 P.M.

1. An undivided $\frac{3}{24}$ share from and out of the undivided $\frac{1}{2}$ share of an allotment of land called Muliya-watta, situate at Godigomuwa in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, which said allotment of land; is in extent about 25 acres.

At 4.30 P.M.

2. An undivided $\frac{11}{12}$ shares from and out of the two contiguous portions of land called Madangahawatta and a portion of Nitullagahawatta (now forming one property), situate at Pallansena in Dunagaha pattu aforesaid; which said land is in extent about $1\frac{1}{2}$ acres, with the buildings standing thereon.

Further particulars from P. D. F. de Croos, Esq., Proctor Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Negombo, February 9, 1926. Auctioneers.

Auction Sale.

Property at First Division Tammita, within the Gravets of Negombo.

UNDER decree in case No. 316, D. C., Negombo, entered in favour of the plaintiffs (1) Christogu Rodrigo Tirumala Chetty and wife (2) Jayakody Aratchige Dona Catharina Hamine, both of 2nd Division, Bolawakula, against the defendant, Wijeratna Mohanramge Julius Fernando of 1st Division Tammita, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 2,397.50, with interest thereon at $12\frac{1}{2}$ per cent per annum from September 27, 1925, to January 13, 1926, 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 and secondary mortgages by bonds No. 35,426 dated March 27, 1920, and attested by N. J. C. Wijesekera, and No. 118 dated June 23, 1923, and attested by T. Quintin Fernando, Notaries, by public auction at the spot, at 4 P.M. on Tuesday, March 9, 1926, to wit—

The divided eastern $\frac{1}{2}$ share of the land called Kongahawatta and Lunukumbura, situate at 1st Division Tammita, within the gravets and in the District of Negombo, Western Province; which said eastern $\frac{1}{2}$ share is in extent 3 roods and 37 $\frac{87}{100}$ perches, together with the tiled house and the plantations standing thereon exclusive of an undivided portion of this land, in extent 36 perches, which has been previously sold.

Further particulars from T. Quintin Fernando, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Negombo, February 9, 1926. Auctioneers.

Auction Sale.

Properties at Dagonna, in the District of Negombo.

UNDER decree in case No. 549, D. C., Negombo, entered in favour of the plaintiff, Setunga Mudalige Don Gabriel Appuhamy of Katana, against the defendant, Wickrama Aratchige James Appu of Dagonna, 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 properties mortgaged as primary mortgage by bond No. 21,187 dated February 12, 1923, and attested by T. H. de Silva, Notary, by public auction, at the respective spots on Monday, March 8, 1926, to wit:—

At 4 P.M.

1. An undivided $\frac{89}{240}$ shares of the land called Munamalgalahawatta, situate at Dagonna in Dunagaha pattu of

the Alutkuru korale, in the District of Negombo, Western Province; containing in extent about 2 acres 3 roods and 20 perches.

At 4.15 P.M.

2. An undivided 17/225 shares, together with the buildings standing on the land called Kurukosgahawatta, situate at Dagonna aforesaid; containing in extent 3 acres 1 rood and 22 perches.

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

Negombo, February 9, 1926.

M. P. KURERA & Co.,
Auctioneers.

Auction Sale under Mortgage Decree.

Valuable High and Low Lands No. 30,365 in
Gonigoda in Kurunegala District.

In the District Court of Kandy.

Andarutennegedara Kavenna Kalingu Rawther of
Akurana Plaintiff.
V. M. Meera Saibo Substituted Plaintiff.

Vs.

Palizana Rajapakaruna Nanda Rajapaksa Pandita
Wasala Midiyanselage Medduma Banda late Korala
of Wegama in Kurunegala Defendant.

UNDER instructions received from the substituted plaintiff in the above case and under and by virtue of the authority of the said court, I shall sell by public auction at the ambalam near the defendant's house, on Saturday, February 27, 1926, at 12 noon, the premises following, to wit:—

1. The field called Kokangekumbura Heenidekekumbura of 1 pela paddy sowing in extent.
2. The field called Kongahakotuwa of 3 pelas paddy sowing in extent, and its appurtenant high land called Pillewehena of 2 amunams paddy sowing in extent, both adjoining each other.
3. All those contiguous lands being the field called Metiganwalakumbura of 1 amunam and 2 pelas paddy sowing and Mahapitiyehena of 1 amunam and 2 pelas paddy sowing, both adjoining each other.
4. All that field called Halgahumulawagala-aswedduma of 8 lahas paddy sowing in extent and its appurtenant high land of 2 seers kurakkan sowing in extent, both adjoins each other, situated at Ekiriwatta in Madure korale aforesaid.
5. The field called Bowekumbura of 15 lahas paddy sowing in extent.
6. The field called Pilikewela of about 1 pela paddy sowing extent, both situated at Niyanagama in Madure korale aforesaid.

For further particulars please apply to Messrs. Beven & Beven, Proctors and Notaries, Kandy, or to—

A. E. DAVID,
Auctioneer and Commission Agent.

54, Tancomatee street, Kandy.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 22,661, D. C. Galle, in favour of Wehellege Don Bastian de Silva Samaranyake of Talpe, against Joslin Jayasuriya and Ratnaweera Patabendige Allis Appu, both of Gampaha, and the order to sell issued therein, I shall sell by public auction at the several spots the following property declared bound and executable for the recovery of Rs. 2,692, with interest at 9 per cent. per annum from September 18, 1925, and costs of suit on the dates and at the hours hereinafter mentioned, viz.:—

On March 6, 1926, commencing at 3 P.M.

1. All the trees and soil and everything else thereon of lot No. 3A of Dangaragahawatta (subject however to a lease) situate at Dangedera, within the Four Gravets of Galle; in extent 1 rood 9.12 perches.
2. All the trees and soil and everything else thereon of the two contiguous lots Nos. 2 and 3 of Dangaragahawatta (subject however to a lease), situate at Dangedera aforesaid; in extent 10.68 perches.

3. An undivided $\frac{1}{4}$ part of the trees of the plantation made by Sopaya Jayasuriya, and an undivided $\frac{3}{4}$ part of the remaining trees and soil of lot No. 1 of the land Dangaragahawatta, together with an undivided $\frac{1}{4}$ part of the masonry built tiled house of 15 cubits standing on the said lot (subject however to a lease till September 1, 1927), situate at Dangedera aforesaid; in extent about 2 roods.

On March 13, 1926, at 2.30 P.M.

An undivided $\frac{1}{4}$ part of Boratuwekumbura, situate at Walpita in Gangaoda pattu of Galle; containing about 24 kurunies of paddy sowing extent.

Galle, February 4, 1926.

CHAS. M. GOONASEKERA,
Auctioneer.

Auction Sale.

In the District Court of Galle.

Johathan de Silva Abeyaratne of Galle Plaintiff.
No. 22,045. Vs.

(1) Mahmood Lebbe Hadjar Sayed Ahamed, (2) Mahmood Lebbe Hadjar Suhyla, (3) Mahmood Lebbe Hadjar Mohamed Thariq Deen, all of Galle Defendants.

UNDER and by virtue of the decree entered in the above case and the order to sell issued to me, I shall sell by public auction on Saturday, March 6, 1926, at the spot at 2.30 P.M. the following property declared bound and executable for the recovery of the amount due on the said decree, to wit:—

All the soil and trees of the garden called Galagawawatta alias Jambugahawatta, together with all the plantations and the wattle-walled thatched house of seven cubits, bearing Municipal assessment No. 888, and the new bungalow and other buildings and everything else appertaining thereto and standing thereon, situated at Diddugoda, within the Four Gravets and Municipality of Galle; bounded on the north by the high road to Akmeemana, east by Talgahaowita, south by Hingagodawatta alias Gamagewatta, and west by Alisangewatta; containing in extent $1\frac{1}{2}$ acre (but according to the figure of survey thereof made by Mr. Misso, Licensed Surveyor, the description whereof is as follows:—An allotment of land called Gallagawawatta alias Jambugahawatta, situated at Diddugoda aforesaid; and bounded on the north by the main road from Galle to Hirimbure, east by Talgahaowita, south by Gamagewatta alias Hingagodawatta, and west by Palliyewatta and Allonsugewatta alias Wallakadawatta; and containing in extent 1 acre 2 roods and 4 perches).

Galle, February 9, 1926.

N. DAVID DIAS,
Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Galle.

Santiago Thomas de Silva of Patabendimulla in
Ambalangoda Plaintiff.
No. 20,180. Vs.

(1) Tikiri Patabendige alias Patabendige Siyadoris de Silva, (2) ditto Puruthi de Silva, (3) ditto John de Silva of Patabendimulla in Ambalangoda, and others Defendants.

BY virtue of a commission issued to me in the above case, I shall sell on Saturday, March 6, 1926, the following properties bound and executable for the recovery of the sum of Rs. 3,000, with further legal interest and costs of suit, to wit:—

At 3 P.M. at the spot.

(1) All that undivided $\frac{1}{4}$ part or share of the soil and of all the fruit trees of Gedarawatta, wherein Tikiri Patabendige Allis de Silva had resided, situated at Patabendimulla in Ambalangoda in Wellaboda pattu of Galle District, Southern Province; and containing in extent about $2\frac{1}{2}$ acres.

At 3.30 P.M. at the spot.

(2) All that undivided $\frac{1}{4}$ part of the soil and of all the fruit trees of Mawatabodawattakebella, situated at Patabendimulla aforesaid; in extent about 1 rood.

At 3.45 P.M. at the spot.

(3) All that undivided $\frac{1}{2}$ part or share of the soil and of the soil share of the fruit trees of Kahatagahawatta; whereon 1st, 2nd, and 3rd debtors reside, situated at Patabendimulla aforesaid, together with the lime-washed tiled boutique house of 29 feet in length and 28 feet in breadth, consisting of 2 rooms, and together with the lime-washed house of 29 feet long and 23 $\frac{1}{2}$ feet broad constructed by the 1st named defendant.

Further particulars from Geo. Ranasuriya, Esq., Proctor and Notary, Galle, or from me—

Ambalangoda.

W. KODIKARA,
Auctioneer and Broker.

Auction Sale under Partition Decree.

UNDER decree entered in case No. 19,691 of the District Court of Galle, and by virtue of commission issued to me thereon, I shall offer for sale by public auction on March 27, 1926, commencing at 1.30 P.M. at the spot the following:—

All the land called Maradanewatta *alias* Maradane-gederawatta, together with everything thereon, situated at Maha Ambalangoda, in Ambalangoda in the Wellaboda pattu of the Galle District, Southern Province; and bounded on the north by Kekulagewatta and Delgahawatta, on the east by Kekulage Malapalawatta, south by Dumanawatta, Maradanembiligahawatta and the cart road to the village, and west by Hiriketiyewatta; containing in extent 3 roods and 31 perches.

The said land will be sold in five separate blocks 1, 2, 3, 4, and 5 as per plan of survey No. 67A made by Mr. W. V. Gunawardena, Licensed Surveyor, first among the co-owners over and above their appraised values, and if none of them becomes the purchaser or purchasers, immediately thereafter the same will be sold to the highest bidder among the public, in terms of the Partition Ordinance, No. 10 of 1863.

Further particulars if necessary may be obtained from J. P. S. de Silva, Esq., Proctor, Supreme Court, and Notary, or from me—

Ambalangoda.

K. F. THOS. SILVA,
Commissioner.

Auction Sale under Mortgage Decree.

In the District Court of Matara.

Kataluwe Weligamage Leisinahamy of Karaweediya,
Weligama Plaintiff.

No. 1,578. Vs.

(1) Punchi Henneidge Babunhamy, and husband; (2) Lorenuhewa Wellekankanange Carolis Appu, both of Karaweediya, Weligama Defendants.

UNDER decree in the above case and by virtue of the order to sell issued to me for the recovery of the amount stated therein, I shall sell by public auction at the respective spots commencing at 9 A.M. on Saturday, March 6, 1926, the under-mentioned properties mortgaged by the bond No. 265 dated October 18, 1922, attested by U. P. Goonawardana, Notary Public of Matara, to wit:—

1. All those undivided 77/300 parts of all the fruit trees and of soil and the masonry boutique room of 5 cubits standing thereon of the land called Wachchipatabendige-watta *alias* Kowilagawawatta, situate at Weligama in the Weligam korale of Matara District, Southern Province; containing in extent $\frac{1}{2}$ an acre.

2. All that undivided $\frac{1}{2}$ part of the soil and of fruit trees (save and except the planter's $\frac{1}{2}$ share) of the land called Daluwattewatta, situate at ditto; containing in extent about 1 rood.

3. All those undivided 17/168 parts of the paraveni fruit trees and of soil together with the planter's $\frac{1}{2}$ share of the 3 coconut trees of the 3rd plantation made by Don Lewis Ratnapala and the planter's $\frac{1}{2}$ share of the 16 coconut trees of the 4th plantation made by the 2nd defendant above named, except the planter's $\frac{1}{2}$ share of the remaining plantations of the land called Awalikaragewatta, situate at ditto; containing in extent about 3 roods.

4. All the soil and fruit trees (save and except the planter's $\frac{1}{2}$ share of the new plantation and $\frac{1}{2}$ share of a breadfruit tree) of the land called Kowilalangahe-wapitamagagederawatta (the northern portion thereof), situate at ditto; containing in extent about $\frac{1}{2}$ an acre.

On Saturday, March 6, at 11 A.M.

5. All that field called Bawalebbegeokanda, situate at Kanuassawila of Palalla in Weligam korale aforesaid; containing in extent 5 bags of paddy sowing extent.

For particulars apply to E. M. W. Jayasuriya, Esq., Proctor, Supreme Court, and Notary Public, or to me—

February 8, 1926.

A. P. KARUNARATNA,
Commissioner.

Auction Sale.

UNDER decree in case No. 21,096, D. C., Jaffna, entered in favour of the plaintiffs, Karthigesar Varitamby and Varitamby Vallipuram, both of Alvai South, against the defendants, Veluppillai Mailvaganam and wife Vallipillai of Alvai North, and Kathirithamby Mailvagam of Alvai North, now at Dunsinune estate in Pundalucya, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned lands by public auction on Saturday, March 6, 1926, commencing at 9 A.M., at the respective spots:—

(a) Land situated at Alvai Pillainaikurichy called Veerapalanthottam, in extent 4 lachams v. c., Veerapalanthottam, in extent 3 $\frac{1}{2}$ lachams v. c.; bounded on the east and south by the property of Vairamuttu Mailvagam and others, north by the property of Venayagar Kathirithamby and others, west by lane of this excluding 10 kulies allowed for the road passing through this land, the remaining extent of ground and $\frac{1}{2}$ share of the palmyras and young palmyras and $\frac{1}{2}$ share of the other $\frac{1}{2}$ share of the palmyras and young palmyras it being plantation share.

(b) Land situated at Alvai Veerakkoviakurichy called Elakanthottam 3 $\frac{1}{2}$ lachams v. c., ditto 7 lachams v. c., ditto house of these at $\frac{1}{2}$ share according to possession on the west in extent 3 lachams v. c. and 14 kulies excluding 9 kulies allowed for the road, the remaining ground in extent 3 lachams v. c., 5 kulies with palmyras, and young palmyras; and bounded on the east by the property of Samuel Suppiramaniam, north by the property of Ellan Annamiah Samuel, west by road and by the property of Wesleyan Mission, and south by lane.

Jaffna, February 9, 1926.

S. EHAMPARAM,
Commissioner.

Auction Sale.

Lands at Navatkuly and Unavil, in the District of Jaffna.

UNDER decree in case No. 20,304, D. C., Jaffna, entered in favour of the plaintiff, P. Mohamadu Sahiboo, son of P. Mohamadu Sathakkuthulla H Kayirpatnam, presently of Vannarponnai East, defendant, Mohamadu Kareem Mohamadu Asis Vannarponnai West, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned lands by public auction on Saturday, March 13, 1926, commencing at 4 P.M., at the respective spots:—

Land situated at Navatkuly called Theviddampiddy, in extent 42 $\frac{1}{2}$ lachams p. c. with well coconut trees and other plantations; and bounded on the east by the property belonging to the heirs of Sinnammah, wife of Paramanather and the under-mentioned 2nd land, north by the properties belonging to Elankaiayar Suppar, Elayathamby Ponniah, and Muttupillai, widow of Vairamuttu, and by rail road, west by the properties belonging to Thillainathar Saravanamuttu and Appathurai Ponniah, and on the south by the properties belonging to Venkadesapperumal temple and Kathirkamar Elaiyathamby.

2. Land situated at Unavil called Theviddampiddyvayal, in extent 23 lachams p. c. out of this the extent of 10 $\frac{1}{2}$ lachams p. c., on the south of the rail road passing through the middle with well; and bounded on the east by the property

belonging to Suppar Arumugam, north by rail road, west by the aforesaid 1st land, and south by the aforesaid 1st land and by the property belonging to others. Of this an undivided $\frac{1}{2}$ share.

Jaffna, February 8, 1926.

V. RAMASWAMY,
Commissioner.

Auction Sale under Mortgage Decree.

UNDER decree entered and by virtue of the commission issued to me by D. C., Kegalla, case No. 6,733, I shall sell the following property specially bound executable for the recovery of the amount therein stated, on Wednesday, February 24, 1926, commencing at 4.30 P.M. at the spot, to wit:—

All those contiguous lands forming one property called Kattuwagodawatta alias Pinchawatta of 12 lahass paddy sowing extent; bounded on the north by Colombo-Kandy road, east by Harankahatenna, south by ela, and west by Getakosgahamulawatta, situated at Madaiyawa in Deyaladahamuna pattu in Kinigodare, in the District of Kegalla.

Kegalla, February 1, 1926.

D. S. WICKRAMASINGHE,
Auctioneer.

Application for Enrolment as a Proctor.

I, EDAMUDALIGE DON ISAAC ABEYSINGHE of Nidandahinna, Hagaran-oya, presently of Punchi-Aniyakanda, Kandana, 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.

Punchi-Aniyakanda,
Kandana, February 9, 1926.

E. D. I. ABEYSINGHE.

Application for Enrolment as a Proctor.

I, PERCY CONRAD ROBERT PERERA of Sinha Giri, Lunawa, Moratuwa, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Supreme Court to be admitted and enrolled a Proctor of the said Court.

Sinha Giri,
Moratuwa, February 5, 1926.

PERCY C. R. PERERA.

Application for Enrolments as a Proctor.

I, MAHAMARAKKALAGE SUNNY OLIVER STEMBO, of Alakagiri, Moratumulla, Moratuwa, 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.

Alakagiri, Moratumulla,
Moratuwa, February 11, 1926.

M. S. OLIVER STEMBO.

Cancellation and Revocation of Power of Attorney.

THE public are hereby warned that I, the undersigned, Sena Ana Sena Seyadu Mohammado, have cancelled and revoked the power of attorney granted by me in favour of Muna Sena Abdul Cader and Kavanna Suna Mohammado Mohideen by deed No. 1,545 dated January 10, 1923, and attested by Mr. Walter Beven of Kandy, Notary Public, and that they have ceased to be my attorneys.

செ. அ. செ. சேயுது முகம்மது.
SENA ANA SENNA SEYADU MOHAMMADO.

February 4, 1926.

SPECIFICATIONS UNDER THE "IRRIGATION ORDINANCE."

SPECIFICATION.—Irrigation Works, North-Central Province.

SUPPLEMENTARY specification showing land found to be capable of irrigation by Giritale Tank, in addition to the specification published in *Government Gazette* No. 6,201 of August 23, 1907, the names of proprietors and the contributions payable in respect of each land.

Preliminary plan 4,149.

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Date of Sale.	Extent.			Rate in Perpetuity.		Amount due.	Total Amount due.
					A.	R.	P.	Rs.	c.	Rs. c.	Bs. c.
49	1332	Meegahakotuwa	H. M. Tikiri Menika and 4 others	March 5, 1913	2	0	20	1	0	2 13	2 13

SUMMARY.

	Extent.			Rs. c.	
	A.	R.	P.	Rs.	c.
As per specification published in <i>Government Gazette</i> No. 6,201 of August 23, 1907	127	0	22	132	25
As in this supplementary specification add	2	0	20	2	13
	129	1	2	134	38
Area exempted	0	2	4	0	75
Area paying rate	128	2	38	133	63

The Kachcheri,
Anuradhapura, December 22, 1925.

M. M. WEDDERBURN,
Acting Government Agent.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Lease of Lot 20, Cinnamon Gardens.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the lease of the allotment of land known as Pelangastuduwa or lot 20, Cinnamon Gardens, more fully described in the schedule hereto annexed, for a period of two years, commencing from July 1, 1926, subject to the covenants and conditions set out in the form of lease hereto annexed.

2. The tenders, which must be in sealed envelopes superscribed "Tenders for the Lease of the Colombo Cinnamon Gardens," will be received at the Colombo Kachcheri until 12 noon on Friday, March 12, 1926, when they will be opened. All persons making the tenders will be required to be present, or to satisfy the Government Agent by some duly accredited agents that the tender is made *bona fide*.

3. The person whose tender is selected by the Government Agent for submission to His Excellency the Governor will be required to deposit at once one-fourth of one year's purchase amount in cash, and should the tender be accepted by His Excellency to furnish approved security for half of the whole purchase amount, or a deposit in cash for one-fourth of the whole purchase amount, within fourteen days of the date of receipt by him of the notification of the Governor's acceptance of his offer. Possession will not be granted until sufficient security has been furnished.

4. He will also be required to deposit money to pay the fees of the Crown Counsel for examining the title deeds of properties tendered as security and the expenses of appraising properties and registering the securities.

5. All title deeds tendered as security must be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they refer are unencumbered. This certificate must be obtained at the cost of the party producing the title deeds.

6. Any further information can be obtained on application at the Colombo Kachcheri.

The Kacheheri,
Colombo, February 8, 1926.

R. N. THAINE,
Government Agent.

Schedule referred to.

Lot.	Situation.	Extent, A. R. P.	Description.
20	Dematagoda and Egoda Kolon-nawa	70 1 23	Cinnamon and grass

An agreement entered into the _____ day of _____, between _____, Government Agent of the Western Province, for and on behalf of Our Sovereign Lord the King (hereinafter called the lessor, which expression shall include his successors in office, for the time being), of the one part, and _____, of _____ (hereinafter called the lessee, which expression shall include his heirs, executors, administrators, and assigns,) of the other part, by which the parties hereto agree as follows:—

1. The lessor on behalf of the Crown agrees to let and demise and the lessee to take all that allotment of Crown land, situated at _____ in _____, particularized in the schedule hereto, and containing in the whole _____, together with all ways, waters, easements, and appurtenances thereto belonging or usually occupied or enjoyed therewith, for the term of _____ years from the _____ day of _____ for the gross sum of Rupees _____, of which one-tenth portion, to wit, Rupees _____, was paid by the lessee to the lessor on the _____ day of _____ last, the receipt of which the lessor doth hereby acknowledge, and the remaining nine-tenths (hereinafter called the rent) shall be paid by the lessee to the lessor by equal quarterly payments on the _____ day of _____, the _____ day of _____, the _____ day of _____, and the _____ day of _____ in every year of the said terms, the first of such quarterly payments to be made on the _____ day of _____ next, and the last to be made in advance one calendar month before the expiration of the said term.

2. The lessee shall not during the term aforesaid sublet or lease any portion of the said plantation or premises, and shall not erect or construct any temporary or permanent buildings upon the said premises, or open any road through the premises, except with the previous consent in writing of the lessor. In the event of consent being given by the lessor to the lessee for the erection of any temporary buildings on the said premises, such buildings shall be according to a plan to be approved by the Municipal Council of Colombo.

3. The lessee shall cultivate, maintain, and keep up the said premises in a good and husbandlike manner; and shall, within one year from the commencement of the term, thoroughly weed and clear the said premises, and shall thereafter, during the continuation of the said term, previously to the month of October, in every year, pull and root up all herbs and weeds growing upon the said premises, and once in every year shall cleanse the ditches, gutters, and water-courses; and in case of default thereof in the last year, the lessee shall permit the lessor and all persons authorized by him to enter and weed the said plantation and cleanse the said ditches, gutters, and water-courses; and shall repay the expenses thereof.

4. The lessee shall not plant any other trees, plants, or shrubs, save and except cinnamon bushes and grass, without the written consent of the lessor.

5. The Crown shall be at liberty during the term of the lease on giving one month's notice to the lessee to resume possession of the premises hereby demised or any portion thereof, and to sell or otherwise appropriate such premises or such portions thereof when required by Government, and a proportionate deduction shall be made from the instalments of rent subsequent to the appropriation of such land by the lessor, his agent or agents, such proportion to be estimated with reference to the gross acreage of the premises hereby demised, and without reference to the quality of the land appropriated by the lessor as aforesaid. The lessee shall on receipt of a month's notice of such requirement from the lessor, his agent or agents, surrender such portion or portions without compensation.

6. If any portion of the plantation and premises hereby demised to be adjudged during the continuance of the tenancy to be private property and not to belong to the Crown, such adjudication shall in no way determine the tenancy, but an abatement in the rent shall be made by the lessor on behalf of the Crown proportionate to the acreage declared to be private property.

7. The lessee shall not during his tenancy cut or peel any cinnamon sticks which shall not have come to maturity, nor shall he at any time destroy or injure any cinnamon bushes or trees or timber on the said plantation growing, nor shall he at any time commit any waste thereon: Provided, however, that nothing herein contained shall prevent the lessee from harvesting such cinnamon as is fit to be harvested in the usual course of husbandry.

8. The lessee shall permit the lessor or his agent or agents at all reasonable time during the tenancy to enter upon the said leased premises and plantation to view the state and condition thereof.

9. During the last year of the term it shall be lawful for the lessor to appoint one or more persons who shall superintend the cutting and peeling of cinnamon then growing upon the said plantation, and so soon as such superintendent or superintendents have been appointed, the lessee shall not cut or harvest any cinnamon, save with the approval and consent of one of such superintendents.

10. The lessee shall, from time to time during the said term, when and so often as need shall require, at his own cost, well and substantially repair and maintain the boundary marks and hedges, mounds, banks, fences, drains, and ditches, which indicate the boundaries of the premises hereby demised.

11. The lessee shall be at liberty to manure the premises hereby demised or any portion thereof subject to Municipal regulations.

12. The lessee shall at the expiration or sooner determination of the said term deliver up the said plantation and leased premises and all fixtures and additions thereto in such good and husbandlike condition as aforesaid, and in all respects in such state and condition as shall be consistent with the due performance of the agreements and stipulations herein contained.

13. The lessee shall, for more perfectly securing to the Crown the due performance of the conditions above set forth, execute with one or more sureties, immediately after the execution of these presents, a bond of even date herewith in favour of Our Sovereign Lord the King for the sum of Rupees _____, and hypothecating to the Crown the properties therein mentioned.

14. If any other quarterly instalments of rent hereby secured shall be in arrear for more than thirty days, or if the lessee commit a breach of any of the foregoing covenants, it shall be lawful for the lessor for and on behalf of the Crown to re-enter upon the said plantation and leased premises without making any compensation to the lessee, and thereupon it shall be optional to the lessor on behalf of the Crown either to sell the remainder of the term at the risk of the lessee or to forthwith determine the tenancy of the said plantations and leased premises.

15. The lessee will pay all rates and taxes due on account of this land and be subject to Municipal regulations.

16. The lessee shall provide permanent latrine accommodation in accordance with Municipal requirements and regulations

In witness whereof the said _____ and the said _____ have hereunto set their hands at _____ this _____ day of _____, in the year of Our Lord One thousand Nine hundred and _____.

Witnesses : _____

Registration of a Building for Solemnization of Marriages.

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

No.	Date of Registration.	Description.	Situation.	Minister, or Proprietor, or Trustee.	Religious Denomination on whose behalf the Building is registered.
420 ..	February 3, 1926 ..	Church of St. Augustin	Galoluwa, Dasiya Pattu, Alutkuru Korale North, Colombo District	Most Rev. Dr. A. Coudert, O.M.I., Archbishop of Colombo, proprietor	Roman Catholic

Registrar-General's Office,
Colombo, February 3, 1926.

A. W. SEYMOUR,
Registrar-General.

Ceylon Savings Bank.

IT is hereby notified by the Directors of the Ceylon Savings Bank, that the rate of interest to be paid to depositors under rule 3 for the year 1926 be 4 per cent. on accounts not exceeding Rs. 1,000, and 3 per cent. on accounts upwards of Rs. 1,000.

Ceylon Savings Bank,
Colombo, January 29, 1926.

A. W. METZELING,
Secretary.

Destruction of a Rogue Elephant.

NOTICE is hereby given that the Government Agent, North-Western Province, Kurunegala, is prepared to issue licences free of stamp duty under section 9 (1) (b) of Ordinance No. 1 of 1909, for the destruction of a rogue elephant, the description of which is appended below, which haunts the villages of Pilla, Kasikote, Pambuwatawana, and Paluwa in Gantiha and Hatalispaha west korales in Wannī hatpattu, and between the railway stations of Ambanpola and Galgamuwa.

Male, about 9 feet in height, having white spots on forehead.

Further particulars can be had from the Gan-Arachchies of Kasikote and Pambuwatawana palatas.

The Kachcheri,
Kurunegala, February 9, 1926.

F. G. TYRRELL,
Government Agent.

Change of Management.

NOTICE is hereby given that Rev. C. H. S. Ward has been appointed Manager of the school mentioned below, in place of Miss. F. Cooke.

School referred to.

Anglo-Vernacular Girls' Boarding School, Badulla.

Education Office,
Colombo, January 30, 1926.

L. MACRAE,
Director of Education.

Change of Site.

NOTICE is hereby given that an application has been received from Rev. M. Indajoti for the removal of his Battaramulla Mixed School, which is situated in Colombo District of the Western Province, to a new site which is 237 yards south-east of the old site.

Observations will be received not later than March 13, 1926.

Education Office,
Colombo, February 3, 1926.

L. MACRAE,
Director of Education.

Change of Site.

NOTICE is hereby given that an application has been received from the General Manager, Buddhist Schools, Colombo, for the removal of his Andiambalama Girls' School, which is situated in Negombo District of the Western Province, to a new site which is nearer the Negombo-Minuwangoda high road and towards Kovinna, a village on the south of the above road.

Observations will be received not later than March 13, 1926.

Education Office,
Colombo, February 3, 1926.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Hon. Sir P. Ramanathan has been appointed Manager of the school mentioned below, in place of Mr. A. Panchanatha Iyer.

School referred to.

J/Sanganai West Vernacular Mixed School.

Education Office,
Colombo, February 5, 1926.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Rev. A. Packianathan has been appointed Manager of the school mentioned below, in place of the Superintendent, East Holyrood estate, Talawakele.

School referred to.
East Holyrood Estate School.

Education Office, L. MACRAE,
Colombo, February 4, 1926. Director of Education.

Change of Management.

NOTICE is hereby given that Rev. G. A. F. Senaratne has been appointed Manager of the schools mentioned below, in place of Rev. H. A. Nonis.

Schools referred to.

CH/Sembucuttiya Mixed School.
CH/Walahapitiya Girls' School.
KU/Lechiriyagama Mixed School.
KU/Makandura Girls' School.

Education Office, L. MACRAE,
Colombo, February 5, 1926. Director of Education.

Fairlawn Estate Vernacular Mixed School.

NOTICE is hereby given that an application has been received from the Superintendent for a grant in aid of the above school, which is situated on Fairlawn estate, Maskeliya Group of the Central Province.

Observations will be received not later than March 4, 1926.

Education Office, L. MACRAE,
Colombo, February 5, 1926. Director of Education.

"The Plant Protection Ordinance, No. 10 of 1924."

IN accordance with regulation No. 9 of the regulations set forth in the schedule to "The Plant Protection Ordinance, No. 10 of 1924," it is hereby declared that the areas enumerated in the annexed list are infested areas for the purpose of the regulations relating to the Shot-hole Borer (*Xyleborus fornicatus* Eich.), published in the *Government Gazette* No. 7,413 of September 5, 1924.

F. A. STOCKDALE,
Director of Agriculture.

Office of the Director of Agriculture,
Peradeniya, February 5, 1926.

List referred to.

TEA ESTATES.**Southern Province.****GALLE DISTRICT.**

Kotigalla estate Akuressa P. O.

Central Province.

Hoonocotua estate Kotmale P. O.

TEA GARDENS

In Villages of Uda Palata Division of the Revenue District of Kandy of the Central Province.

GANGA IHALA KORALE.

Villages: Miyanagolla, Lendeniya, Beravila, Patitalava, Alugalla, Uduvella, Vetakoladeniya, Yatapana, Paduvala, Pitakanda, Ampitiya, Hilpenkandura, Tiyambarambe, Ambalapitiya, Pellepitiya, Kolugala, Mitalava, Puhulhena, Dehigastenne, Kohovala, Mavaturupola, Ellevatta, Kohomade, Karagala, Giravulla, Alugolla, Polmalagama, Galpaya, Telihunna, Tembiligala Pallegama, Halagama, Herakola, Boratuwa, Hatugoda, Kudamake, Vallahagoda, Godagama,

Eregoda, Kurukuda, Gampolavela, Tembiligala Udagama, Ulapane (Sanitary Board town), Ulapane (part outside Sanitary Board).

GANGA PAHALA KORALE.

Villages: Gampola Local Board, Kirapana (part outside Local Board), Kahatapitiya (part outside Local Board), Udoviat, Elpitiya, Kirinda, Unambuva (part outside Local Board), Uduverella, Bovala, Ratmalakaduva, Hapugas-pitiya, Godagama.

KANDUKARA PAHALA KORALE.

Villages: Palle Deltota, Tumpelavatta, Mulgama, Nilambe-Panvillatenna, Legundeniya, Tundeniya, Kahayatta, Naranayita (part outside Local Board), Vevatenna, Kavudupitiya, Niyangama, Inguruvatta, Mahara, Ambekumbura, Godavela, Ganegoda, Medapitiya, Doluva, Liyandeniya, Kalugomuva, Payingamuva, Hindagala.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Welikada (premises No. 431A) in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz:—

The area is bounded on the north by dewata road, south by dewata road, east by eastern boundary of premises No. 426, west by eastern boundary of premises No. 432.

This declaration shall take effect from the date hereof.

D. E. WIJESEKERA,
February 4, 1926. Chief Headman.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Kahagala wasama in Laggala Udasiya pattu of Matale East, in the District of Matale of Central Province: It is hereby declared that the under-mentioned area is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, viz:—

The area bounded on the north by Wetebedi-ela, south by Kirimetiye-ela, east by Kobbiyagahakanda, and on the west by Bellungalagalweta.

This declaration is to take effect from this date.

L. B. HULANGAMUWA,
Ratemahatmaya, Matale East.
February 3, 1926.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in tulana No. 52 of Udurawa korale in the North-Central Province, I do hereby declare under section 5 (1) of the Ordinance No. 25 of 1909, that the said tulana is an infected area.

Boundaries.—The boundaries of the revenue division of tulana No. 52.

The Kacheheri, W. D. GODSALL,
Anuradhapura, February 4, 1926. for Government Agent.

Hoof-and-Mouth Disease.

WHEREAS by proclamation dated October 28, 1925, published in *Government Gazette* No. 7,496 of November 6, 1925, Ihala and Pahala Medagandahaye tulanans of Nuwaragam korale, in the North-Central Province were proclaimed infected areas under section 5

(1) of Ordinance No. 25 of 1909; and whereas hoof-and-mouth disease no longer exists in the said areas, it is now declared, under section 5 (5) of the said Ordinance, free from hoof-and-mouth disease, and to be no longer infected areas.

This declaration shall take effect from the date hereof.

The Kachcheri, W. D. GODSALL,
Anuradhapura, February 8, 1926. for Government Agent.

Hoof-and Mouth-Disease.

WHEREAS hoof-and-mouth disease has broken out at Hingurugamuwa and Lindamulla in Hingurugamuwa wasama, in Rilpola korale in 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 Spring Valley road, east by the boundary of Hingurugamuwa estate, south by the village boundary of Kurawatura, west by Hingurugamuwa-ela and Hanwella-ela.

This declaration shall take effect from the date hereof.

January 26, 1926. H. B. KATUGAHA,
Ratemahatmaya, Yatikinda.

Rinderpest.

Protective Zones.

BY virtue of the powers vested in me by section 6 (1) and (2) of Ordinance No. 25 of 1909, I, Arthur Nesbitt Strong, Assistant Government Agent, Matara, do hereby establish the under-mentioned villages in Kandaboda pattu of the Matara District, the limits of which are specified below, as protective zones, with effect from January 28, 1926:—

Villages referred to.

Name of Village.	Boundaries.
Miella	North: the boundary of West Giruwa pattu. East: the village limit of Pananwela. South: the village limit of Pananwela. West: the village limit of Badabedda.
Badabedda	North: the boundary of West Giruwa pattu. East: the village limits of Miella and Pananwela. South: the village limit of Wepothaire. West: the village limit of Denagama.
Pananwela	North: the village limits of Badabedda, Miella, and the boundary of Hambantota District. East: the boundary of Hambantota District. South: the boundary of Hambantota District and the village limit of Kohuliyadde. West: the village limits of Kebiliyapola, Wepothaire, and Badabedda.
Denagama East	North: the village limit of Kanumuldeniya. East: the village limits of Godawewa and Badabedda. South: the village limit of Wepothaire. West: the village limit of Denagama West.
Pallewela	North: the village limits of Radawela and Dewalegama. East: boundary of Hambantota District and the village limit of Denagama East. South: the village limits of Narawelpita and Ellewela. West: the village limit of Bamunugama.
Dewalegama	North: the village limits of Wewalapiyadde, Bamunumulla, and Parapamulla. East: boundary of Hambantota District. South: the village limit of Pallawela. West: the village limits of Radawela and Wewalapiyadde.

The Kachcheri, A. N. STRONG,
Assistant Government Agent.
Matara, February 1, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Middeniya-Hungama road is closed to call cattle traffic for a further period of ten days from February 7, 1926.

The Kachcheri, R. M. M. WORSLEY,
Assistant Government Agent.
Hambantota, February 8, 1926.

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 February 7, 1926.

The Kachcheri, R. M. M. WORSLEY,
Assistant Government Agent.
Hambantota, February 8, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that Talahaganwaduwa-Miella road as far as the Matara District boundary is closed to all cattle traffic for a period of ten days from the date hereof.

The Kachcheri, N. W. MORGAPPAH, JR.,
for Assistant Government Agent.
Hambantota, February 4, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the main road from Tangalla to Ambalantota is opened to all cattle traffic from the date hereof.

The Kachcheri, N. W. MORGAPPAH, JR.,
for Assistant Government Agent.
Hambantota, February 4, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that Beliatta-Walasmulla road between Dammulla junction and Talahaganwaduwa junction is closed to all cattle traffic for a period of ten days from the date hereof.

The Kachcheri, N. W. MORGAPPAH, JR.,
for Assistant Government Agent.
Hambantota, February 4, 1926.

Rinderpest

WHEREAS rinderpest exists in the village of Kinchi-gunemedagama in West Giruwa pattu, Hambantota 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 are—

North.—Malhewageaina and Galpottayaya.

West.—Pahala Oboda Raluwa and Brahakmanayagama.

South.—Bodimaluwa and Lintotayaya.

East.—Degampota, Siyambalahaddawa, and Goonadeniya.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.
January 29, 1926.

Rinderpest.

WHEREAS rinderpest exists in the village of Pahala Beligalla, in West Giruwa pattu, Hambantota 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 are—

North.—Ihala Beligalla.

East.—Etgalmulla.

South.—Kandanama and Angulmaduwa.

West.—Dammulla and Pallattara.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

January 29, 1926.

Rinderpest.

WHEREAS rinderpest exists in the villages of Madarawana and Mulgirigala in West Giruwa pattu, Hambantota 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 are—

North.—Tamaduwa.

East.—Ihala Beligalla.

South.—Pallattara and Okewela.

West.—Kadigamuwa, Talahaganwaduwa, Medawauwa, and Kaduruliadda.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

January 30, 1926.

Rinderpest.

WHEREAS rinderpest exists in the village of Welandagoda in West Giruwa pattu, Hambantota 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 are—

North.—Pingallela.

East.—Walgammulla and Radaniara.

South.—Kekiri Oboda, Agalaboda, Buwellegoda.

West.—Warapitiya and Potegama.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

January 30, 1926.

Rinderpest.

WHEREAS rinderpest exists in the village of Radaniara in West Giruwa pattu of 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—

Radaniara.

North.—Welandagoda.

East.—Bowala.

South.—Elpitiya.

West.—Egodabedda and Horewela.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

February 2, 1926.

Rinderpest.

WHEREAS rinderpest exists in the village of Pallattara in West Giruwa pattu of Hambantota 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 are—

Pallattara.

North: Modarawana and Mulgirigala.

East: Bedigama, Ihala Beligalla, and Pahala Beligalla.

South: Dammulla, Hangamuwa, and Pattiyawela.

West: Udugalmote, Okewela, and Modarawana.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

February 5, 1926.

Rinderpest.

WHEREAS rinderpest exists in the Kirama division in West Giruwa pattu of Hambantota 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 are—

Kirama Division.

North: Morawak korale and Katuwana Vidane Arachchi's division.

West: Morawak korale and Kandaboda pattu.

South: Walasmulla Upper Vidane Arachchi's division.

East: Walasmulla Upper and Julampitiya Vidane Arachchies divisions.

HARRY O. JAYAWARDANA,
Mudaliyar West Giruwa Pattu.

February 5, 1926.

Rinderpest.

WHEREAS rinderpest exists in the village of Wauwa in West Giruwa pattu of Hambantota 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 are—

Wauwa.

North: Daluwakgoda.

East: Modarawana.

South: Yatigala.

West: Kandaboda pattu.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

February 5, 1926.

Rinderpest.

WHEREAS rinderpest exists in the village of Mohohilla in West Giruwa pattu of Hambantota 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 are—

Mohohilla.

North: Godawela.

East: Kambussawala.

South: Ambala.

West: Getamanna.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

February 5, 1926.

Rinderpest.

WHEREAS rinderpest exists in the village of Puwakdandawa in West Giruwa pattu of Hambantota 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 are—

Puwakdandawa.

North: Aranwela.
East: Sitinamaluwa.
South: Palapota.
West: Sanitary Board limit of Beliatta.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

February 6, 1926.

Rinderpest.

WHEREAS rinderpest exists in the village of Talahaganwaduwa in West Giruwa pattu of Hambantota 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.

The proclamation shall take effect from the date hereof.

Boundaries of the area referred to are—

Talahaganwaduwa.

North.—Walasmulla.
West.—Doluwakgoda.
South.—Kodigamuwa.
East.—Tamaduwa.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

February 8, 1926.

Rinderpest.

WHEREAS rinderpest exists in the Walasmulla, Lower division, in West Giruwa pattu of Hambantota 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.

The proclamation shall take effect from the date hereof.

Boundaries of the area referred to are—

Walasmulla Lower Division.

North.—Walasmulla Centre division.
East.—Marakada Upper division.
South.—Kahawatta Upper division.
West.—Kandaboda pattu.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

February 8, 1926.

Rinderpest.

WHEREAS rinderpest exists in the Marakada Upper division in West Giruwa pattu of Hambantota 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.

The proclamation shall take effect from the date hereof.

Boundaries of the area referred to are—

Marakada Upper Division.

North.—East Giruwa pattu.
East.—Kotawagampalata and Wakamulugampalata divisions.
South.—Kahawatta Upper division and Ranna north division.
West.—Julampitiya division.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

February 8, 1926.

Rinderpest.

WHEREAS rinderpest exists in the Wokamulugampalata in West Giruwa pattu of Hambantota 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.

The proclamation shall take effect from the date hereof.

Boundaries of the area referred to are—

Wokmulugampalata

North.—Katawagampalata division.
East.—Katawagampalata division.
South.—Marakada Upper division.
West.—Marakada upper division.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

February 8, 1926.

Rinderpest.

WHEREAS rinderpest no longer exists in the under-mentioned area which was proclaimed to be infected by proclamation dated January 7, 1926, and published in *Government Gazette* No. 7,507 of January 15, 1926: It is hereby declared that the said area is now free from the disease.

H. E. WICKREMARATNE,
Mudaliyar, Wellaboda Pattu.

January 30, 1926.

*Area: Dambakola Kurunduwatta.**Boundaries.*

North by the Meddawatta-Hunnadeniya District Road Committee road.

East by Parawaherawelyaya.

South by the Aparekka District Road Committee road from its junction with the Parawahera-Naotunna Village Committee road up to the culvert over the irrigation channel on the 4th mile.

West by Hirimburawelyaya.

Rinderpest.

WHEREAS rinderpest no longer exists in the under-mentioned area which was declared to be infected by proclamation dated January 10, 1926, and published in *Government Gazette* No. 7,507 of January 15, 1926: It is hereby declared that the said area is free from the disease.

H. E. WICKREMARATNE,
Mudaliyar, Wellaboda Pattu.

February 8, 1926.

*AREA—BANDARAWATTA IN WATTEGAMA.**Limits.*

North by the Village Committee from Dikwella to Ratmale.

East by the Dickwella Kalapuwa.

South by the sea coast.

West by the Tondille Kalapuwa.

Rinderpest.

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

This proclamation shall take effect from the date hereof.

Boundaries of the Area referred to.

North by the northern boundary of the Ridiyagama village, east by the western boundary of Godahaggalle, south by the southern boundary of Puchihenepegama, and west by the Walawe river.

H. E. AMERASEKERE,
Mudaliyar, Magam Pattu.

February 4, 1926.

Sale of Satinwood.

AN auction sale of the under-mentioned satinwood will be held at the Central Timber Depôt, Kew road, Slave Island, Colombo, on Saturday, February 27, 1926, at 10 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per cubic foot, and no advance of less than 25 cents per cubic foot 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. Depôt measurements must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements recorded in the notice and to represent any differences promptly.
5. No timber shall be removed before payment of the full price bid, and all timber sold 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 purchasers until removed.
6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction; and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the 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. Flowered logs, if not so advertised, shall be excluded from the lots advertised in the list, and shall be put up separately, at the discretion of the Assistant Conservator of Forests, after consulting the wishes of prospective purchasers.
8. 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 Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.
9. Fractions of a cubic foot less than .5 will be ignored, and anything over will be counted as one cubic foot in calculation of value of each log.
10. The description of the logs appearing in the remarks column of the following list is entered merely for the guidance of the intending purchasers who, as usual, should satisfy themselves as to its correctness before purchasing the logs.

Division.	No. of Logs.	Cubic Feet.
Eastern (South)	40	1,527

LIST OF SATINWOOD LOGS REFERRED TO.

Eastern Division (South).

Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.
34	519	21 3	6 6	56	Sound*
29	520	15 0	6 2	36	do.†
65	521	18 0	6 0	41	do.*

Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.
47	522	18 0	6 1	42	Sound
54	523	15 3	5 8	31	do.*
5	524	15 0	5 1	24	do.*
16	525	21 9	6 4	55	do.*
24	526	18 0	5 1	29	do.*
66	527	15 3	6 2	36	do.†
69	528	16 3	5 10	35	do.*
72	529	16 0	7 4	54	do.*
23	530	15 0	5 8	30	do.*
45	531	16 9	5 6	32	do.*
52	532	13 9	7 5	47	do.*
74	533	16 6	6 2	39	do.*
49	534	15 0	5 8	30	do.*
42	535	18 3	6 4	46	do.†
40	536	15 3	6 9	43	do.†
18	537	20 9	5 10	44	do.*
75	538	15 0	5 4	27	do.*
71	539	15 6	6 3	38	do.*
15	540	17 6	5 4	31	do.†
62	541	20 0	6 1	46	do.†
10	542	14 9	5 10	31	do.*
68	543	15 3	6 3	37	do.†
9	544	18 3	5 6	35	do.*
3	545	17 0	5 7	33	do.*
14	546	15 3	5 11	33	do.*
36	547	15 0	6 6	40	do.*
25	548	15 6	7 2	50	do.*
8	549	18 3	6 0	41	do.*
11	550	17 6	6 8	49	do.*
46	551	18 3	5 6	35	do.*
39	552	15 3	6 0	34	do.*
59	553	15 3	5 6	29	do.*
57	554	15 3	7 1	48	do.*
7	555	15 3	6 4	38	do.*
44	556	15 0	6 5	39	do.†
2	557	19 6	5 1	31	do.*
19	558	19 3	5 11	42	do.*
				40	1,527

* Plain. † Streaked. ‡ Flowered.

J. D. SARGENT,
Conservator of Forests

Office of the Conservator of Forests,
Kandy, February 2, 1926.

SALES OF TOLL AND OTHER RENTS.

Re-sale of Ferry Toll Rent, Mannar, 1925-26.

NOTICE is hereby given that sealed tenders will be received by the Assistant Government Agent, Mannar, at the Mannar Kachcheri at 12 noon on Saturday, February 27, 1926, for the purchase of Mannar Ferry Toll Rent for seven months from March 1, 1926.

Tenders must be handed in personally, and no tenders received by post will be accepted, nor will any tender received after the day and hour above-mentioned be considered.

The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount in cash, and, should the offer be accepted by His Excellency the Governor, furnish approved security for one-half of the purchase amount or in cash for one-third of the purchase amount within thirty days of the date of the receipt by him of the notification of the Governor's acceptance of his offer. He shall also deposit on the date of sale a sum to be fixed by the Assistant Government Agent as security for the payment of the cost of all repairs to the ferry boats.

He will also be required to deposit money to pay the fees of the Crown Proctor for examining and giving his opinion on the title deeds for properties tendered by him as security and for examining and settling the security bond, and the fees charged by the Crown Proctor for examining documents drawing the security bond, the expenses of appraising the properties, and the stamp duty on the bonds under Ordinance No. 22 of 1909.

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security. Further information can be obtained on application to the Assistant Government Agent, Mannar.

If no satisfactory tender is received the rent will be put up to auction after the opening of the tenders on the day for which tenders are called.

The Kachcheri,
Mannar, February 5, 1926.

G. McRENNIE,
Assistant Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

List of Auctioneers' and Brokers' Licences issued during January, 1926.

Date.	No. of Licence.	Name.	Address.
Jan. 4	1	C. P. Amerasinghe, Haemantha, Flower road	
Jan. 4	2	R. G. Koelman, Messrs. Jansen & Co., Fort	
Jan. 4	3	M. G. Rodrigo, 7, Norris avenue, 3rd Division, Maradana	
Jan. 4	4	T. A. de S. Wijeyaratne, 20, Hospital street	
Jan. 4	5	C. De S. Wijeyaratne, 20, Hospital street	
Jan. 5	6	W. E. Keell, Messrs. Keell and Waldock, Colombo	
Jan. 5	7	E. Masters, Messrs. Keell and Waldock, Colombo	
Jan. 5	8	A. J. C. Lintott, Messrs. Keell & Waldock, Colombo	
Jan. 5	9	W. R. Maguire, Messrs. Keell & Waldock, Colombo	
Jan. 5	10	W. T. Greswell, Messrs. Keell & Waldock, Colombo	
Jan. 5	11	R. N. Bates, Messrs. Keell & Waldock, Colombo	
Jan. 5	12	F. W. Treloar, Messrs. Keell & Waldock, Colombo	
Jan. 5	13	N. S. Bostock, Messrs. Keell & Waldock, Colombo	
Jan. 5	14	F. A. Waldock, Messrs. Keell & Waldock, Colombo	
Jan. 5	15	Louis A. Muller, 25, Upper Chatham street	
Jan. 5	16	B. E. R. Cooray, 25, Upper Chatham street	
Jan. 5	17	L. A. Wickramasinghe, 22, Baillie street	
Jan. 5	18	G. C. Welsh (Jr.), 22, Baillie street	
Jan. 5	19	J. P. Mendis, 2, Canal row, Fort, Colombo	
Jan. 5	20	P. C. Joseph Sebastian de Silva, 61, Bristol buildings	
Jan. 5	21	F. J. Hills, York House, York street	
Jan. 5	22	Reginald M. John, Messrs. E. John & Co., Colombo	
Jan. 5	23	L. O. Leefe, Messrs. E. John & Co., Colombo	
Jan. 5	24	R. Meaden, Messrs. E. John & Co., Colombo	
Jan. 5	25	A. G. G. Hyde, Messrs. E. John & Co., Colombo	
Jan. 5	26	J. A. Magoris, Messrs. E. John & Co., Colombo	
Jan. 5	27	L. C. A. Leefe, Messrs. E. John & Co., Colombo	
Jan. 5	28	D. Hartley, Messrs. E. John & Co., Colombo	
Jan. 5	29	T. Cuming, Messrs. E. John & Co., Colombo	
Jan. 6	30	W. P. H. Dias, 29, Chatham street, Colombo	
Jan. 6	31	L. M. M. Dias, 29, Chatham street, Colombo	
Jan. 6	32	Charles Thompson Young, Messrs. Gow, Somerville & Co., Colombo	
Jan. 6	33	Harold Gordon Donald, Messrs. Gow, Somerville & Co., Colombo	
Jan. 7	34	A. C. Abdul Hameed, 50, Hulftsdorp street, Colombo	
Jan. 7	35	H. D. John Pieris, 8, Hulftsdorp street, Colombo	
Jan. 7	36	A. D. Perera, 40, Chatham street, Colombo	
Jan. 8	37	H. S. Ginige, 76, Wolfendahl street, Colombo	
Jan. 9	38	Fredrick Noel Sudlow, Messrs. Forbes & Walker, Colombo	
Jan. 9	39	Oswald Boyd Forbes, Messrs. Forbes & Walker, Colombo	
Jan. 9	40	Charles William Walker, Messrs. Forbes & Walker, Colombo	
Jan. 9	41	Arnold Falet Wallace Tarry, Messrs. Forbes & Walker, Colombo	
Jan. 9	42	J. A. Rahiman, 1, Chekku street, Colombo	
Jan. 11	43	C. M. Mohamed Hasan, 35, Layard's Broadway, Colombo	
Jan. 11	44	F. F. Krishnapillai, 119, Hulftsdorp, Colombo	
Jan. 11	45	S. Nagendra, La Retriete, Barnes place, Colombo	
Jan. 12	46	A. V. Perera, 115, Hulftsdorp, Colombo	
Jan. 13	47	H. B. Phillips, National Bank buildings, Colombo	
Jan. 15	48	A. M. Chittambalam, 9, Bristol buildings, Colombo	
Jan. 15	49	A. Y. Daniel, 4, Baillie street, Colombo	
Jan. 15	50	J. G. Vandersmagt, 4, Baillie street, Colombo	
Jan. 15	51	Arthur Boys, Messrs. Bartlett & Co., Colombo	
Jan. 15	52	P. J. Parsons, Messrs. Bartlett & Co., Colombo	
Jan. 15	53	W. Bartlett, Messrs. Bartlett & Co., Colombo	
Jan. 15	54	John R. de Silva, 3, Baillie street, Colombo	
Jan. 15	55	H. A. de Silva, 3, Baillie street, Colombo	
Jan. 15	56	E. Edmund de Silva, 15, Karlsruhe gardens, Maradana	
Jan. 15	57	B. D. Amit, 47, St. Sebastian hill, Colombo	
Jan. 16	58	A. C. Koelmeyer, 58, Belmont street, Colombo	
Jan. 16	59	A. Amit, 109, Hulftsdorp, Colombo	
Jan. 18	60	Charles W. Peiris, Bristol buildings, Colombo	
Jan. 18	61	A. J. de S. Gunaratne, 26, Norris road, Colombo	
Jan. 18	62	M. W. R. de Silva, 5, Canal row, Fort, Colombo	
Jan. 19	63	H. M. Gunasekara, Union place, Slave Island	
Jan. 19	64	F. W. Chalk, Messrs. R. Gordon & Co., Colombo	
Jan. 19	65	S. F. O. Lovell, Messrs. R. Gordon & Co., Colombo	
Jan. 19	66	W. T. Bogle, Messrs. R. Gordon & Co., Colombo	

Date.	No. of Licence.	Name.	Address.	Date.	No. of Licence.	Name.	Address.
Jan. 19	67	D. M. Mackie, Messrs. R. Gordon & Co., Colombo		Jan. 9	20	E. R. Fernando, 59, Second Cross street, Colombo	
Jan. 20	68	W. A. Stewart, Sunbeam, Dehiwala		Jan. 9	21	Henry Harold Kirton, Messrs. Forbes & Walker, Colombo	
Jan. 21	69	W. D. E. Abraham, 1, Hulftsdorp, Colombo		Jan. 11	22	W. Pedrick, 38, Chatham street, Fort, Colombo	
Jan. 28	70	Ayres Karunaratne, 51, Belmont street, Colombo		Jan. 12	23	M. D. Cockburn, care of Messrs. Bois Bros., Colombo	
Jan. 29	71	D. J. Wickramasinghe, 52, Timbiri-gasyaya		Jan. 12	24	Eric Pompeus, 56, Maliban street, Colombo	

List of Auctioneers' Licences issued during January, 1926.

Date.	No. of Licence.	Name.	Address.
Jan. 6	1	William Harold Goulstone, Messrs. Gow, Somerville & Co., Colombo	
Jan. 6	2	Geoffrey Powell Adams, Messrs. Gow, Somerville & Co., Colombo	
Jan. 6	3	Victor Francis Boord, Messrs. Gow, Somerville & Co., Colombo	
Jan. 6	4	Harry Victor Thomas French, Messrs. Gow, Somerville & Co., Colombo	
Jan. 9	5	Robert Hallewell Horne, Messrs. Forbes & Walker, Colombo	
Jan. 15	6	W. S. Flindall, Messrs. Bartlett & Co., Colombo	
Jan. 15	7	E. H. F. Layard, Messrs. Bartlett & Co., Colombo	
Jan. 15	8	A. R. Livermore, Messrs. Bartlett & Co., Colombo	
Jan. 15	9	Ossman, 66, Second Division, Maradana, Colombo	
Jan. 18	10	Habibulla Khan, 43, Main street, Colombo	

List of Brokers' Licences issued during January, 1926.

Date.	No. of Licence.	Name.	Address.
Jan. 4	1	G. Harrison Gregory, Imperial Bank buildings, Colombo	
Jan. 4	2	Leonard Mallett Mote, Imperial Bank buildings, Colombo	
Jan. 4	3	D. A. Dias Bandaranayake, 62, Hill street, Colombo	
Jan. 5	4	D. H. Marker, Rosmead Lodge, Rosmead place, Colombo	
Jan. 5	5	S. A. M. Joachim, Park House, Have-lock town, Colombo	
Jan. 5	6	D. E. de Fry, 410/3, Third Division, Maradana, Colombo	
Jan. 5	7	L. H. C. Waldock, Messrs. Keell & Waldock, Colombo	
Jan. 5	8	D. W. de Kretser, Messrs. Keell & Waldock, Colombo	
Jan. 5	9	H. A. F. Wiramanadan, Messrs. Keell & Waldock, Colombo	
Jan. 5	11	E. W. Banyard, Messrs. E. John & Co., Colombo	
Jan. 5	12	E. F. Don, Messrs. E. John & Co., Colombo	
Jan. 6	13	Harry Martin, 35, Bristol Hotel, Colombo	
Jan. 6	14	P. L. Schubert, 15, Baillie street, Colombo	
Jan. 8	15	G. L. Jayawardane, 4, Canal row, Fort, Colombo	
Jan. 8	16	Cyril Pieris, 17, Upper Chatham street, Colombo	
Jan. 8	17	P. P. Abeyawardane, 17, Upper Chatham street, Colombo	
Jan. 9	18	J. D. A. Wijeyasinghe, 34 and 35, Chatham street, Colombo	
Jan. 9	19	H. A. Peiris, 59, Second Cross street, Colombo	

Jan. 9	20	E. R. Fernando, 59, Second Cross street, Colombo	
Jan. 9	21	Henry Harold Kirton, Messrs. Forbes & Walker, Colombo	
Jan. 11	22	W. Pedrick, 38, Chatham street, Fort, Colombo	
Jan. 12	23	M. D. Cockburn, care of Messrs. Bois Bros., Colombo	
Jan. 12	24	Eric Pompeus, 56, Maliban street, Colombo	
Jan. 15	25	C. L. R. Jayamanne, 23, Prince street, Colombo	
Jan. 15	26	H. A. B. M. Misbah, 53, Bristol buildings, Colombo	
Jan. 15	27	H. D. Felix Constantine, Messrs. Felix Constantine & Sons, Colombo	
Jan. 16	28	L. D. J. de Silva, 53, Ketawelamulla road	
Jan. 16	29	Percy B. Alexander, 23, Baillie street, Colombo	
Jan. 18	30	K. Suppiah Pillai, Sea street, Colombo	
Jan. 18	31	A. W. Carthelis, 29, Chatham street, Colombo	
Jan. 19	32	G. Maurice Fernando, 58/59, Hill street, Colombo	
Jan. 19	33	W. T. Wass, Gaffoors buildings, Fort, Colombo	
Jan. 19	34	R. Gordon, Messrs. R. Gordon & Co., Colombo	
Jan. 19	35	E. H. de Fonseka, 47, Bambalapitiya road, Colombo	
Jan. 20	36	Muna Kandappapillai, 50, Maliban street, Colombo	
Jan. 20	37	A. P. Pichandiyapillai, 40, Maliban street, Colombo	
Jan. 20	38	M. Meera Saibo, 40, Maliban street, Colombo	
Jan. 20	39	D. T. Jayasinghe, 46, Keyzer street, Colombo	
Jan. 20	40	C. T. W. Dunsmure, Hongkong Bank buildings, Colombo	
Jan. 20	41	W. A. Barker, Hongkong Bank buildings, Colombo	
Jan. 20	42	C. C. B. Lover, Hongkong Bank buildings, Colombo	
Jan. 20	43	M. Simon Salgado, Idama, Moratuwa	
Jan. 20	44	C. Vettivelu, 18, Upper Chatham street, Fort, Colombo	
Jan. 21	45	W. H. M. Perera, 13, Fifth Cross street, Colombo	
Jan. 21	46	S. Ponnambalam, Naga Villa, Bambalapitiya	
Jan. 22	47	J. R. Niles, Teppan Cot, Temple road, Colombo	
Jan. 22	48	H. M. Sadicq Markar, 17, Baillie street, Colombo	
Jan. 22	49	Leslie Campbell, 34/35, Chatham street, Colombo	
Jan. 25	50	M. S. Abdul Careem, 33, First Cross street, Colombo	
Jan. 26	51	M. B. Uduman, Villa Forze, Slave Island	
Jan. 27	52	H. Don Clement, Kalutara North	
Jan. 27	53	A. R. de Abrew, 34/35, Chatham street	
Jan. 29	54	S. N. J. Dias, Winmer House, Alut-mawata	
Jan. 29	55	C. J. Seneviratne, 28, Norris road	
Jan. 29	56	K. Ramanathan, 4, Queen street, Colombo	
Jan. 29	57	V. Arunachalam, 4, Queen street, Colombo	
Jan. 29	58	R. H. Dunuville, Rodney Stores, Rodney street	

Treasurer's Department,
Town Hall,
Colombo, February 3, 1926.

G. H. N. SAUNDERS,
Municipal Treasurer.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted :—

No. 2,167 of January 15, 1926.

Reginald Aubrey Hesseldein.

"Improvements in or relating to making infusers for tea, coffee, and other substances."

Abstract.—A tea infuser to contain sufficient tea for one cup is made of an elastic deformable material such as aluminium foil so that in use the swelling of the tea will deform the container. Shapes such as discs, cylinders, or rectangular flat boxes are used in which the ratio of one dimension to another is about one to ten. The containers are sealed and may be provided with holes before filling or holes may be pierced with a suitable instrument immediately before use.

The claims are :—

1. A comparatively thin elastically deformable infuser, having one of its dimensions in the ratio of approximately one to ten, or less, to its greatest dimension, so constructed as to give a rate of infusion closely approximate that of the unconfined infusive material.
2. A comparatively thin elastically deformable infuser, having one of its dimensions in the ratio of approximately one to ten, or less, of its greatest dimension, and perforated on all sides perpendicularly to its said greatest dimension, so constructed as to give a rate of infusion closely approximating that of the unconfined infusive material.
3. A comparatively thin elastically deformable infuser, having one of its dimensions in the ratio of approximately one to ten, or less of its greatest dimension, and having its edges sealed, so constructed that it will tend to float with said longest dimension in a vertical position, during the act of diffusion.
4. A completely sealed comparatively thin elastically deformable infuser, having one of its dimensions in the ratio of approximately one to ten, or less, of its greatest dimension, and having the figure of a thin disc or a coin.
5. An infuser of elastic material of such properties and construction as to be permanently deformed by use, through the expansion of the infusive material on immersion in the infusion liquid.
6. Filling beverage material, *i.e.*, tea, coffee, and the like, directly after manufacture, into containers of suitable size for individual use, and sealing said containers.
7. A container for diffusible material, sealed, and adapted, to be perforated readily and in a manner suitable for diffusion.
8. Means for perforating sealed containers containing diffusible material, in a manner suitable for diffusion, comprising two opposed surfaces equipped with perforating points.

One sheet of drawings.

W. NORMAN RAE,
Registrar of Patents.

THE following Specifications have been accepted :—

No. 2,164 of December 16, 1925 (Date applied for under Section 50 of the Ordinance, December 20, 1924).

K. D. P., Limited.

"Process for concentrating latex."

Abstract.—In a process as claimed in application 2165, a scraper is used to mix the thin layer of returning latex with the bulk of the latex and to control the thickness of the new layer of latex. This scraper may be a cylinder and its distance from the moving surface may be fixed or adjustable or automatically adjustable.

The claims are :—

1. Process for concentrating caoutchouc latex (including preserved or vulcanized latex or latex stabilized by the addition of protective colloids) or latex of guttapercha, balata; or other analogous vegetable resins, in which the latex is spread out in a thin layer by means of rotary surfaces or bodies which dip into said latex is dehydrated by exposure to heat and is thereupon dipped into the bulk of the liquid again, characterized by the feature that a scraper mixes the thin layer returning to the bulk of the concentrate with this latter and at the same time controls the thickness of the newly produced latex layer.
2. Process as set forth in claim 1, characterized by the feature that the scraper is employed at the same time as a rotation surface for evaporating the latex.
3. Apparatus according to claim 2, characterized by the feature that the scraper device is constructed in the shape of a rotatable and, if desired, heated cylinder (*e.g.*), the distance of which from the rotation surface is either constant or adjustable or is automatically adjusted by the viscosity of the latex.
4. Apparatus according to claim 1, characterized by the feature that rotating discs (*e*) are, at the level of the liquid, contacted on each side by rotatable cylinders (*g*), the axes (*h*) of which are located in the radial direction of the discs.
5. The process of and apparatus for concentrating caoutchouc and the like latices, operating, constructed and arranged, substantially as described and as illustrated in the accompanying drawings.
6. Concentrated caoutchouc and the like latices whenever obtained by the process set forth in claims 1 to 3.

One sheet of drawings.

No. 2,165 of December 16, 1925 (Date applied for under Section 50 of the Ordinance, July 9, 1925).

K. D. P., Limited.

"Process of and apparatus for the concentration of latex."

Abstract.—A thin layer of latex is spread on a moving surface, moisture is withdrawn from this thin layer and the treated thin layer is immersed in the bulk of the latex and the process repeated till the required degree of concentration is reached.

For example the latex may be contained in a rotating hollow drum heated by a water or steam jacket and hot air may be passed through the drum. A cylindrical roller adapted to rotate freely on the bottom of the drum acts as a spreader.

The claims are :—

1. Process for concentrating caoutchouc latex (including preserved or vulcanized latex, or latex stabilized by the addition of protective colloids), or latex of guttapercha, balata, and other analogous vegetable resins, which consists in spreading out a thin layer of latex on a moving or rotating surface or surfaces, withdrawing moisture from said thin layer and immersing the thus treated thin latex layer into the bulk of the latex to be concentrated and repeating the operation until said bulk reaches the desired concentration.
2. Process as set forth in claim 1, in which the spreading out of the thin layer of latex is effected by causing the moving or rotating surface to dip into the latex to be concentrated.
3. Process as set forth in the preceding claims, in which the moisture is withdrawn from the thin layer of latex by passing a drying medium such as heated air in contact with said layer.
4. Process as set forth in the preceding claims, in which the moving or rotating surface is heated.
5. Process as set forth in the preceding claims, in which means such as a roller, adapted to revolve without friction is used to act as spreader and to control the thickness of the layer of latex on the moving or rotating surface.
6. Process as set forth in the preceding claims, in which the means used for spreading or controlling the thickness of the layer of latex are also adapted to form an additional surface for concentrating the latex.
7. Apparatus for carrying out the process set forth in the preceding claims, comprising a rotatably mounted heatable drum for containing the latex, inlet and outlet means for moisture-withdrawing medium, inlet means for the latex to be concentrated and a frictionless spreading roller bearing by its own weight upon the internal surface of the drum.
8. Apparatus as set forth in claim 7 in which the internal edges of the drum are rounded off so as to provide only a small point of contact between the edges of the roller and the internal edges of the drum, for the purpose of preventing any friction between the ends of the roller and the walls of the drum.
9. In the apparatus as set forth in claims 7 and 8, means for heating the drum, said means comprising a jacket surrounding and spaced away from said drum by supporting stays arranged between one half of said drum and the outer wall of the jacket, a hot water inlet pipe leading to the said jacket near the supporting stays, the edges of the jacket being rounded off to provide outlet means for the hot water during the rotation of the drum and jacket around said hot water inlet pipe.
10. A modified form of apparatus for carrying out the process set forth in claims 1 to 6, comprising a moving or rotating surface such as an endless band or revolving drum adapted to dip into a latex bath, a spreading roller or rollers adapted to revolve without friction upon said moving or rotating surface, a casing surrounding the moving or rotating surface and latex bath, and inlet, and outlet means in said casing for a moisture-withdrawing medium.
11. In the apparatus as set forth in claim 10, means for heating the moving or rotating surface.
12. Apparatus as set forth in claims 10 and 11, in which the spreading roller is adapted to be heated.
13. In the apparatus as set forth in claims 7 to 12 the provision of means for controlling the distance between the roller and the moving or rotating surface.
14. The process of and apparatus for concentrating caoutchouc and the like latices, operating, constructed and arranged substantially as described and as illustrated in the accompanying drawings.
15. Concentrated caoutchouc and the like latices whenever obtained by the process set forth in claims 1 to 6 and 14.

One sheet of drawings.

W. NORMAN RAE,
Registrar of Patents.

TRADE MARKS NOTICES.

NOTE.—In the following list the numbers in the second column denote the number of the "Ceylon Government Gazette" in which the Trade Mark was advertised :—

Trade Marks registered during the Month of January, 1926.

Trade Mark No.	Gazette No.	Date of Gazette.	Proprietors.	Class.
3,453	7,493	October 23, 1925	Horanage Ensina Fernando, trading as "The English Paint Store"	1
3,459	7,493	October 23, 1925	Khaja Nainar & Company	17
3,434	7,494	October 30, 1925	Edward Elwell, Limited	12 & 13
3,462	7,494	October 30, 1925	Naamlooze Vennootschap Van Heel's Condensed Milk Co., Ltd.	42
3,463	7,496	November 6, 1925	do.	42
3,465	7,496	November 6, 1925	Harrisons & Crosfield, Limited	42
3,469	7,497	November 13, 1925	Naamlooze Vennootschap Voor Den Verkoop Van Zinkwit G. Rocour & Cie, trading as "G. Rocour & Co. (N. V.)"	1
3,470	7,497	November 13, 1925	Naamlooze Vennootschap Maastrichtsche Zinkwit Maatschappij, trading as "Maastrichtsche Zinkwit Maatschappij"	1
3,467	7,499	November 20, 1925	Cargills, Limited	22
3,472	7,499	November 20, 1925	Peter Walker & Son Warrington & Burton, Limited	43

Subsequent Proprietors registered during the Month of January, 1926.

(The name in Italics is that of the former Proprietor).

519	6,026	December 23, 1904	The Asiatic Petroleum Company (Ceylon) Limited (a Company incorporated in England), St. Helen's Court, Great St. Helens, London, England; Manufacturers. <i>The Shell Transport & Trading Company, Limited</i>	47
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Trade Mark No.	Gazette No.	Date of Gazette.	Proprietors.	Class.
1,016	6,281	December 11, 1908	The Asiatic Petroleum Company (Ceylon) Limited (a Corporation incorporated in England), St. Helen's Court, Great St. Helens, London, England; Manufacturers. <i>Bataafsche Petroleum Maatschappij</i>	4 & 47
1,017	6,281	December 11, 1908	do.	4 & 47
1,101	6,324	August 20, 1909	do.	47
1,018	6,281	December 11, 1908	The Asiatic Petroleum Company (Ceylon) Limited (a Corporation incorporated in England), St. Helen's Court, Great St. Helens, London, England; Manufacturers. <i>Koninklijke Nederlandsche Maatschappij tot Exploitatie van Petroleum Bronnen in Nederlandsch Indie</i>	47
1,019	6,281	December 11, 1908	do.	47
1,020	6,281	December 11, 1908	do.	47
1,561	6,648	August 14, 1914	do.	4
28	5,056	March 26, 1891	The Asiatic Petroleum Company (Ceylon) Limited (a Corporation incorporated in England), St. Helen's Court, Great St. Helens, London, England; Manufacturers. <i>The Asiatic Petroleum Company, Limited</i>	47
29	5,056	March 26, 1891	do.	47
544	6,036	December 17, 1905	do.	47
643	6,115	April 12, 1906	do.	47
807	6,168	February 1, 1907	do.	47
1,133	6,344	December 10, 1909	do.	47
1,526	6,606	February 13, 1914	do.	47
2,604	7,239	January 27, 1922	do.	4
3,103	7,386	April 4, 1924	do.	17
3,104	7,386	April 4, 1924	do.	4
3,279	7,439	January 9, 1925	do.	47
3,280	7,439	January 9, 1925	do.	47
1,497	6,584	October 10, 1913	William Sanderson & Son, Limited, Charlotte lane, Charlotte street, Leith, Scotland; Distillers and Scotch Whisky Merchants. <i>William Sanderson & Son</i>	43

Trade Marks renewed during the Month of January, 1926.

8	4,960	November 1, 1889	Bosanquet & Company, Limited	24
9	4,960	November 1, 1889	do.	24
10	4,960	November 1, 1889	do.	24
32	5,049	March 6, 1891	do.	24
219	5,559	June 24, 1898	Horrockses Crewdson & Company, Limited	24
220	5,559	June 24, 1898	do.	24
1,290	6,486	January 26, 1912	Sir Jacob Behrens & Sons	1, 2, 3, 4, 8, 9, 10, 11, 21, 22, 33, 45, 46, and 49
1,297	6,492	March 8, 1912	Bosanquet & Company, Limited	42
1,312	6,500	April 26, 1912	Hudson Motor Car Company	22
1,329	6,507	June 7, 1912	The Gramophone Company, Limited	8

Trade Marks to be removed from the Register for Non-payment of Renewal Fees.

1,286	6,484	January 12, 1912	Custodian of Enemy Property	42
1,474	6,484	January 12, 1912	do.	42
1,287	6,485	January 19, 1912	C. J. Van Houten & Zoon	42
1,302	6,495	March 22, 1912	Metallurgique, Limited	22
1,305	6,496	March 29, 1912	The Premier Cycle Co., Ltd.	6 & 22
1,375	6,532	November 15, 1912	C. B. Riker	3

Trade Mark removed from the Register for Non-payment of Renewal Fee.

1,275	6,469	November 3, 1911	Tarrant & Co.	47
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Registrar-General's Office,
Colombo, February 10, 1926.

A. W. SEYMOUR,
Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

(1) Trade Mark No. 3,503.

(2) Date of Receipt: January 13, 1926.

(3) Applicant (Proprietor of the Trade Mark): HENRY GARDNER & COMPANY, LIMITED (a Company incorporated under the English Companies Acts), 2, Metal Exchange buildings, Leadenhall street, London, E.C. 3., England; Merchants.

(4) Address for service in the Island: Julius & Creasy, No. 22, Prince street, Fort, Colombo.

(5) Class: Four.

(6) Goods: Raw or partly prepared India-rubber included in Class 4.

(7) Representation of the Trade Mark:

ATLAS

Registrar-General's Office,
Colombo, February 10, 1926.

A. W. SEYMOUR,
Registrar-General.

In compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,492.
- (2) Date of Receipt: December 23, 1925.
- (3) Applicant (Proprietor of the Trade Mark): ADAM HAJIE VALLIE MOHAMED, VALLIE MOHAMED ABDUL RAHIMAN, ABDUL YAKOOB, MALAYAK NAYIE MOHAMED, HAJIE ALAUDEEN, ABDUL RAHAMAN BAWA, all carrying on business under the name, style, and firm of "ADAM HAJIE VALLIE MOHAMED & COMPANY," No. 18, Keyzer street, Colombo; Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: Twenty-four.
- (6) Goods: Cotton piece goods.
- (7) Representation of the Trade Mark:

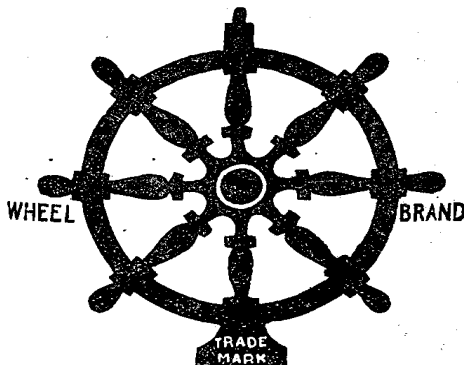


Registrar-General's Office,
Colombo, January 27, 1926.

A. W. SEYMOUR,
Registrar-General.

In compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,475.
- (2) Date of Receipt: December 4, 1925.
- (3) Applicant (Proprietor of the Trade Mark): M. POPATLAL & COMPANY, No. 77, St. John's road, Colombo; Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.
- (6) Goods: Flour, sooji, rawa, atta, pollard, and bran (being substances used as food).
- (7) Representation of the Trade Mark:



The essential particulars of the Trade Mark are the device of a wheel, and the word "WHEEL," and no claim is made to the exclusive use of the added matter.

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

A. W. SEYMOUR,
Registrar-General.

In compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,497.
- (2) Date of Receipt: January 11, 1926.
- (3) Applicant (Proprietor of the Trade Mark): C. S. ANTONY, trading as C. S. ANTONY & CO., Chartered Bank building, Queen street, Fort, Colombo; Importers and Exporters.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Representation of the Trade Mark:



The essential particulars of the Trade Mark are the device of a crocodile, and the word "CROCODILE," and no claim is made to the exclusive use of the added matter.

Registrar-General's Office,
Colombo, February 3, 1926.

A. W. SEYMOUR,
Registrar-General.

In compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,474.
- (2) Date of Receipt: October 31, 1925.
- (3) Applicant (Proprietor of the Trade Mark): WITANAGE DON ALFRED WICKRAMASINGHE, No. 58, Reservoir lane, Maligakande, Maradana, Colombo; Native Doctor.
- (4) Address for service in the Island, if any: —
- (5) Class: Three.
- (6) Goods: Medicinal oil for human use.
- (7) Representation of the Trade Mark:



The translation of the Sinhalese words appearing on the mark is:—"An oil for healing ulcers, ringworm, &c."

The essential particular of the Trade Mark is the distinctive device and no claim is made to the exclusive use of the added matter.

Registrar-General's Office,
Colombo, December 16, 1925.

A. W. SEYMOUR,
Registrar-General.

ROAD COMMITTEE NOTICES.

Nugatenna-Deanstone 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," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

(Estimate No. D 91, sanctioned October 23, 1925.)

Government moiety .. Rs. 1,610·00
Private contributions ... Rs. 1,626·10

1st to 5th section, 2½ miles.

Total acreage, 4,077½—Moiety of cost, Rs. 836·58—
Sectional rate, ·20517c.—Total rate, ·20517c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Burke Estates Co., Ltd. (R. G. Johnston)	Nugagalla	222	45 55

1st to 8th section, 3¾ miles.

Total acreage, 3,855½—Moiety of cost, Rs. 418·29—
Sectional rate, ·10849c.—Total rate, ·31366c.

S. Moorhouse (J. G. Horsfall)	Nawangalla	295	92 53
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1st to 10th section, 4·77 miles.

Total acreage, 3,560½—Moiety of cost, Rs. 341·32—
Sectional rate, ·09586c.—Total rate, ·40952c.

Whittall & Co. (J. G. Horsfall)	Meemūnugala	535	219 10
Do.	Deanstone	576	235 88
Burke Estate Co., Ltd. (G. Johnston)	Hare Park	454	185 92
Whittall & Co. (J. G. Horsfall)	Kobonella	718	294 4
Kana Luna Meeya Pulle	Fincham's Land No. 1	96	39 32
Puncha, Vidane Duraya	Fincham's Land No. 2	31½	12 90
Whittall & Co. (J. G. Horsfall)	Ensalwatta	264	108 12
Burke Estate Co., Ltd. (G. Johnston)	Dehigolla	475	194 52
Do.	Loolowatta	309	126 54
S. P. Santhiveeram and M. Aiyasamy	Seeacumbura	22	9 1
Burke Estate Co., Ltd. (G. Johnston)	Yahangalla	80	32 76
Total			1,596 19

Rs. c.

N.B.—Private contribution .. 1,626 10
Deduct unexpended balance maintenance estimate 2 4
Do. flood damages 1 48
Do. estimate 163/16-17(part) .. 26 39

1,596 19

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before March 15, 1926.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, February 2, 1926.

Kadugannawa-Alagalla 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," have assessed the proportion due by each estate interested in the road to make up the private contribution:—

(Estimate No. D 80 of October 27, 1925.)

Government moiety .. Rs. 2,200·00
Private contributions .. Rs. 2,222·00

1st section, 1 mile.

Total acreage, 2,553—Moiety of cost, Rs. 443·77—
Sectional rate, ·17382c.—Total rate, ·17382c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
D. C. Wijewardena	Mount Colville	21½	3 74
W. C. Dias	Maligatenna	51½	8 96

1st to 3rd section, 3 miles.

Total acreage, 2,480—Moiety of cost, Rs. 887·57.
Sectional rate, ·35789c.—Total rate, ·53171c.

Felix Dias	Kumaragala	112	59 55
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1st to 4th section, 4 miles.

Total acreage, 2,368—Moiety of cost, Rs. 443·77—
Sectional rate, ·18740c.—Total rate, ·71911c.

H. P. & L. P. Rudd (S. R. Hamer)	Beltoff	157	112 90
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1st to 5th section, 5 miles.

Total acreage, 2,211—Moiety of cost, Rs. 443·77—
Sectional rate, ·20071c.—Total rate, ·91982c.

P. J. Benwell (W. R. Hancock)	Andiatenna	220	202 36
Tismode Estates Co. (W. R. Hancock)	Tismode and Seafield	460	423 12
Allagalla Tea & Rubber Co. (R. Wilkins)	Alagalla	447	411 16
Eastern Produce & Estates Co., Ltd. (A. M. Macneill)	Kirimittia and Peak	964	886 71
W. A. B. Soysa	Oolanakanda	120	110 38
Total			2,218 88

Total .. 2,218 88

N.B.—Private contributions .. 2,222 0
Deduct unexpended balance, 1924-25 .. 3 12

2,218 88

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before March 15, 1926.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, February 2, 1926.

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

(Estimate No. D 92, sanctioned on October 23, 1925.)

Government moiety	Rs. 1,460.00
Private contributions	Rs. 1,474.60

1st section, $\frac{1}{2}$ mile.

Total acreage, 3,769—Moiety of cost, Rs. 287.56—
Sectional rate, .07629c.—Total rate, .07629c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
The Rangalla Consolidated Tea Co., Ltd. (E. S. Wilson); Agent, Martin M. Smith	Peru	138	10 54

1st and 2nd sections, $1\frac{1}{2}$ mile.

Total acreage, 3,631—Moiety of cost, Rs. 287.56—
Sectional rate, .07919c.—Total rate, .15548c.

The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Rangalla	130	20 22
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1st to 3rd section, $2\frac{1}{2}$ miles.

Total acreage, 3,501—Moiety of cost, Rs. 287.56—
Sectional rate, .08213c.—Total rate, .23761c.

The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Poodelgodde	331	78 65
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1st to 4th section, 3 miles.

Total acreage, 3,170—Moiety of cost, Rs. 287.57—
Sectional rate, .09071c.—Total rate, .32832c.

The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Madulterne	202	66 33
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1st to 5th section, $3\frac{1}{2}$ miles.

Total acreage, 2,968—Moiety of cost, Rs. 287.57—
Sectional rate, .09689c.—Total rate, .42521c.

The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Kaladuriya	216	91 85
A. H. Kerr & Beilby	Ferndale	310	131 83
Galaha Co. (A. H. Kerr)	Liangapella	338	143 73
Rangalla Consolidated Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Esperanza	523	222 39
Do.	Mount Mar and Winfield Park 500		212 62
R. C. H. Ellis (Mackwoods, Ltd.); Agents, Lewis, Brown & Co.	St. Martins	594	252 58

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Burnside Tea Co. (D. E. Burnett)	Kaluratty and Keloya	487	207 8
Total			1,437 28

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before March 15, 1926.

		Rs. c.
N.B.—Private contributions		1,474 60
Deduct unexpended balance on maintenance estimates		4 56
Do. estimates No. 279/16-17		0 58
Do. estimates No. 99/15-16		4 32
Do. estimates No. 668 20, 2. 18		0 93
Do. part estimates No. 163/16-17		26 39
		1,437 82

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, February 2, 1926.

Duckwari-Cottaganga Branch Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a Meeting of the Local Committee of the above road will be held at Girindi Ella Store, on Monday, February 15, 1926, at 9 A.M.

Business.

1. Election of Chairman, Local Committee.
2. To report to the Provincial Road Committee with regard to—

(a) The names of estates with their acreages which are interested in and which use the road;

(b) The sections of the road used by these estates;

(c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates for the assessment of the moiety of cost of maintenance for the year ending September 30, 1926.

Provincial Road Committee's Office, E. H. DAVIES,
Kandy, February 2, 1926. for Chairman.

Mallowapitiya-Rambadagalla Branch Road.

NOTICE is hereby given in terms of "The Branch Roads Ordinance No. 14 of 1896," section 18, that a Meeting of the Local Committee of the above road and of the proprietors or resident managers of the estates concerned will be held at the Kurunegala Resthouse, on Saturday, February 13, at 11 A.M. —

Business.

To consider and report to the Provincial Road Committee with regard to—

- (1) The section into which the road is to be divided for upkeep and maintenance assessment.
- (2) The estates which in their opinion are interested in and will use each section of the road or any part thereof.

- (3) The acreage of the land belonging to each estate.
 (4) The names of the proprietors, resident managers, or Superintendents and of the agents of these estates.

Estimates.

Estimate No. D 283 for the maintenance of the road during 1925-1926.

Estimate No. D 470 for the maintenance of the bridge over the Kospotu-oya.

January 27, 1926. **G. J. PICKTHALL,**
Chairman, Local Committee.

Parakaduwa-Hemmingford Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the Provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will on Saturday, February 27, 1926, at 2 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

PARAKADUWA-HEMMINGFORD BRANCH ROAD.

(Estimate No. D 399 of November 5, 1925.)

Government moiety	..	Rs. 730.00
Private contributions	..	Rs. 744.60

Total 1,474.60

Proprietors or Agents.	Estates.	Cultivated Acreage.
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1st section, 1 mile.

Mr. E. S. Rodrigo, Edwin Villa, Panadure	.. Galkande	.. 42
The Grand Central Rubber Company	.. Meegastenna	.. 132

1st to 2nd section, 1.48 mile.

The General Tea Estates, Ltd. Hemmingford Group	1,180
Messrs. R. G. Talbot and L. Bayly	.. Digowa .. 494
Nagolla (Ceylon Rubber & Tea Plantations, Ltd. (Messrs. Carson & Co., Agents)	.. Manikkanda .. 440
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co. Ltd., Agents)	.. Totuwalakanda .. 338
Mr. W. J. F. Soysa, Florence-dale, Korawella, Moratuwa	Do. .. 100*
Mr. A. H. T. de Soysa, Lynn Grove, Moratuwa	.. Hillington .. 80
Mr. T. A. de S. Wijeratne, Caffoor Buildings, Fort, Colombo	.. Pannila .. 185
Mr. D. D. Pedris, Vimal Villa, Colombo	.. Donrill .. 130
Mr. D. C. Wijewardene, and Mr. D. L. Welikala, Proctor, Avissawella	.. Pathberiya .. 67
Mr. C. C. Wijetunga, Rosmund Cottage, Brighton place, Bambalapitiya	.. Gangaturaya .. 30

Proprietors or Agents.	Estates.	Cultivated Acreage.
Mr. W. S. Kadigawa, Panawala	.. Kirigalla	.. 20
Eheliyagoda	.. Kirigalla	.. 20
		Total .. 3,238

* Uncultivated.

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

G. L. DAVIDSON,
Provincial Road Committee,
Ratnapura, February 2, 1926.
for Chairman.

Dehiowita-Deraniyagala Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the first 7 miles of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will on Saturday, February 27, 1926, at 2 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

DEHIOWITA-DERANIYAGALA BRANCH ROAD.

(Estimate No. D 412 of December 10, 1925.)

Government moiety	..	Rs. 4,000.00
Private contributions	..	Rs. 4,080.00
		Total .. Rs. 8,080.00

1st section, 1 mile.

Proprietors or Agents.	Estates.	Cultivated Acreage.
Messrs. P. L. Bonter and H. A. Hayes (Messrs. Carson & Company, Agents)	.. Ninfield	.. 80
Mr. B. L. Driberg, Proctor, Avissawella	.. Bertlands	.. 23

1st to 2nd section, 2 miles.

Mr. M. K. Cassiere, Dehiowita Mass	..	25
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1st to 3rd section, 3 miles.

Yatiantota Ceylon Tea Co., Ltd., Messrs. Whittall & Company, Agents	.. Walpola group	.. 1,017
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrisons & Crosfield, Ltd., Agents)	.. Sapumalkanda and Mahinkanda	.. 1,069
Clunes Estates Co., Ltd. (Messrs. Whittall & Company, Agents)	.. Clunes	.. 614
Pindeniya Tea & Rubber Co., Ltd. (Messrs. Henderson & Company, Agents)	.. Reucastle	.. 668
Sapumalkanda Rubber Co., Ltd. (Messrs. Harisons & Crosfield, Ltd., Agents)	.. Digalla	.. 879

1st to 6th section, 6 miles.

Messrs. Henderson & Company, Colombo	.. Balahella	.. 140
Mr. David Cameron, Craighead, Nawalapitiya,	.. Glentress	.. 133
Messrs. Carson & Co., Colombo	.. Udabage	.. 1,480

1st to 8th section, 7½ miles.

Sapumalkanda Rubber Co., Ltd. (Messrs. Harrisons & Crosfield, Ltd., Agents)	.. Illuktenna	.. 692
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Proprietors or Agents.	Estates.	Cultivated Acreage.
1st to 9th section, 8½ miles.		
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrison & Crossfield, Ltd., Agents) ..	Illuktenna clearing	new .. 50
Messrs. F. H. B. Koch and Rosslyn Koch (Messrs. Rosslyn & Co., Colombo Agents) ..	Deraniyagala group :— Deloluwa, Deraniyagala, Panadeniya, Panawala-kanda	.. 237
Mr. L. Archdale, Lassahena, Dehiowita ..	Lovedale	.. 83
Messrs. Gordon Fraser & Co., Colombo ..	Panakura	.. 235
Rubber Securities, Ltd. (Messrs. Aitken, Spence & Co., Agents) ..	Maligatenna	.. 158½
Mr. Selwyn's Syndicate (Mr. B. M. Selwyn, resident Manager) ..	Yatapolla	.. 300
Mr. L. Archdale, Agent and Superintendent ..	Paladeniya	.. 160
Udapola Rubber Company of Ceylon, Ltd. (Messrs. Gordon Frazer & Co., Agents) ..	Udapola	.. 760
Messrs. Aitken, Spence & Co., Colombo ..	Maliboda	.. 1,237
New Chatel Estates, Ltd. (Messrs. Aitken, Spence & Co., Ltd., Colombo, Agents) ..	Liniyagala	.. 890
Lassahena Rubber Co., Ltd., (Messrs. Aitken Spence & Co. Agents) ..	Lassahena	.. 534
Mrs. J. S. Wilson ..	Kippen	.. 60
Udabage Korala and family ..	Bopekanda	.. 84
Messrs. Boustead Brothers, Agents ..	Miyanawita Company	.. 490
Messrs. Aitken, Spence & Company ..	Velihinda	.. 341½
Messrs. Lee, Hedges & Co., Colombo ..	Noori	.. 300
Anhittiyagama Syndicate ..	Anhittiyagama	.. 202
Mr. D. C. Wijewardana ..	Kosgahakanda	.. 200
Total acreage		.. 13,142

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

G. L. DAVIDSON,
for Chairman.

Provincial Road Committee,
Ratnapura, February 2, 1926.

Dehiowita-Algoda Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will on Saturday, February 27, 1926, at 2 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions :—

DEHIOWITA-ALGODA BRANCH ROAD.

(Estimate No. D 410 of October 29, 1925.)

Government moiety	..	Rs. 600·00
Private contributions	..	Rs. 612·00
Total	Rs. 1,212·00	

Proprietors or Agents.	Estates.	Acreage.
Rajawela Produce Co., Ltd. (Messrs. Gordon Fraser & Co., Agents) ..	Densworth	.. 566½
Panawala Tea Co., Ltd. (Messrs. Bosanquet & Co., Agents) ..	Glassel and Ernani	1,364
Nahalma Tea Estates Co. (Messrs. Bosanquet & Co., Agents) ..	Nahalma	.. 681
Woodend Tea & Rubber Co. (Messrs. Lewis Brown & Co., Agents) ..	Woodend	.. 987
Sitawaka Tea & Rubber Co. (Messrs. Carson & Co., Agents) ..	Maldeniya	.. 664½
Panawatta Tea & Rubber Estates, Ltd. (Messrs. Whittall & Co., Agents) ..	Yogama	.. 1,610½
J. A. Symons, Colombo (Messrs. Cumberbatch & Co., Agents) ..	Loolpola	.. 59½
Rajawela Produce Co., Ltd. (Gordon Fraser & Co., Agents) ..	Maliyagoda	.. 100½
I. L. M. Saig Abdulla, Panadure Store, Panadure ..	Ambagampola	.. 39
A. A. Thabrew, Udayagama, Dehiowita ..	Puhuwalagama alias Deegala	.. 124
Total		.. 6,197½

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

G. L. DAVIDSON,
for Chairman.

Provincial Road Committee,
Ratnapura, February 2, 1926.

Ellearawa-Pinnawala 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 repair of flood damages (shifting a huge earth slip on the 9th mile) of the under-mentioned road, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will on Saturday, February 27, 1926, at 2 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions :—

2. This is a preliminary estimate as the extent of damage to culverts on the road below cannot be determined till the slip is removed.

ELLEARAWA-PINNAWALA BRANCH ROAD.

(Estimate No. 80 of December, 1925.)

Government moiety	..	Rs. 3,030·00
Private contributions	..	Rs. 3,136·05
Total	Rs. 6,166·05	

Proprietors or Agents.	Estates.	Acreage.
The Uplands Tea Co., Ltd. (Messrs. Whittall & Co., Agents, Colombo) ..	Balangoda Group :— Maratenna, Detanagala, Cecilton, Pambagolla, Pinnawala	.. 2,484
Mr. W. A. de Silva of "Sarawasti," Colombo (Messrs. Carson & Co., Agents, Colombo) ..	Waleboda	.. 256*
Mr. S. T. de Silva, Pine Hill Estate, Pelpola, Kalutara	Ferndale & Sherwood	70*
		2,810

* Cultivated.

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

G. L. DAVIDSON,
Provincial Road Committee's Office,
Ratnapura, February 2, 1926.

Ellearawa-Pinnawala Branch Road from 5th Milepost.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will, on Saturday, February 27, 1926, at 2 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

ELLEARAWA-PINNAWALA BRANCH ROAD.

(Estimate No. 388 of November 5, 1925.)

Government moiety	Rs. 3,000·00
Private contributions	Rs. 3,060·00

Total Rs. 6,060·00

Proprietors or Agents.	Estates.	Acreage.
Messrs. F. E. Megget and Albert D. Sly	Udagama land	.. 22
The Uplands Tea Co., Ltd. (Messrs. Whittall & Co., Agents)	Balangoda Group: Maratenna, Detanagala, Cecilton, Pambagolla, Pinnawala	.. 2,484
Mr. W. Arthur de Silva of Saraswathi, Colombo (Messrs. Carson and Co., Agents)	Waleboda	.. 256*
Mr. S. T. de Silva, Pine Hill Estate, Pelpola, Kalutara	Ferndale & Sherwood	.. 70*

* Cultivated.

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

G. L. DAVIDSON,
Provincial Road Committee's Office, for Chairman.
Ratnapura, February 2, 1926.

Glenalla-Havilland Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will, on Saturday, February 27, 1926, at 2 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

GLENALLA-HAVILLAND BRANCH ROAD.

(Estimate No. D 411 of October 29, 1925.)

Government moiety	Rs. 2,100·00
Private contributions	Rs. 2,142·00

Total Rs. 4,242·00

1st section.

Proprietors or Agents.	Estates.	Acreage.
Messrs. Darley Butler & Company	Glenalla	.. 246
Messrs. George Steuart & Company	Waharaka	.. 565
The Ceylon Amalgamated Tea and Rubber Estates, Ltd., London (Messrs. J. M. Robertson & Co., Colombo, Agents)	Havilland	.. 525

Proprietors or Agents.	Estates.	Acreage.
Punchirala Arachchi, heir of Adikari-rallaye Appuhamy	Pitakele	.. 44
The Ceylon Amalgamated Tea and Rubber Estates, Ltd., London (Messrs. J. M. Robertson & Co., Colombo, Agents)	Dedugalla	.. 382
Messrs. Darley, Butler & Company	Gangwarily	.. 425
Mr. R. M. S. Caruppan Chetty, No. 97, Sea street, Colombo	Kelvin	.. 744
Mr. George Hunter	Oonankanda	.. 153
Do.	Uduwa	.. 50
	Total	.. 3,134

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

G. L. DAVIDSON,
Provincial Road Committee's Office, for Chairman.
Ratnapura, February 2, 1926.

Balangoda-Chetnole Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will, on Saturday, February 27, 1926, at 2 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

BALANGODA-CHETNOLE BRANCH ROAD.

(Estimate No. D 389 of November 5, 1925.)

Government moiety	Rs. 1,400·00
Private contributions	Rs. 1,428·00

Total Rs. 2,828·00

1st to 4th section.

Proprietors or Agents.	Estates.	Cultivated Acreage.
Messrs. S. Weia Pillai and W. Suppramaniam	Lady Smith and Alpha	.. 102
Heirs of M. Sinnatamby, Balangoda	Wewawatta	.. 95
Messrs. H. and N. Worship	Morahela	.. 559
Heirs of Messrs. F. S. Hill and H. M. Seel	Walawe	.. 380
Messrs. M. P. Gomez & Co., Balangoda	St. Joseph's estate	.. 53

1st to 7th section.

The Anglo-American Direct Tea Trading Company, Ltd.	Meddekanda	.. 709
Do.	Rassagala	.. 1,565½
Heirs of Mr. P. L. Palawasam Pillai, Balangoda	Selvawatta	.. 98
	Total	.. 3,561½

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

G. L. DAVIDSON,
Provincial Road Committee's Office, for Chairman.
Ratnapura, February 2, 1926.

Gevilipitiya-Hatgampola Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will, on Saturday, February 27, 1926, at 2 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

GEVILIPITIYA-HATGAMPOLA BRANCH ROAD.

(Estimate No. D 4,240 of November 6, 1925.)

Government moiety .. Rs. 750.00
Private contributions .. Rs. 765.00

Total Rs. 1,515.00

Proprietors or Agents.	Estates.	Acreage.
E. L. Ebrahim Lebbe Marikar, No. 9, Gasworks street, Colombo ..	Yellangowrie	440
W. L. Strachan (Rubber Estates of Ceylon, Ltd.) (The Galaha Ceylon Tea Estates and Agency Co., Agents) ..	Debatgama Group: Debatgama, Ora- kanda ..	1,471
	Total ..	1,911

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

G. L. DAVIDSON,

Provincial Road Committee's Office, for Chairman.
Ratnapura, February 2, 1926.

Formation of a Local Committee.

IT is hereby notified that under the provisions of section 12 of "The Branch Roads Ordinance, 1896" the following gentlemen have been elected to form a Local

Committee in respect of the upkeep of the road from Deniyaya to Hayes for the two years, i.e., from March 11, 1926, to March 10, 1928:—

Messrs. M. S. Furlong of Hayes estate, E. C. Anderson of Anningkanda estate, C. J. Hay of Panilkanda estate, E. C. Goonetilleke of Longford estate, and D. M. Rajapaksa of Deniyaya estate.

Mr. M. S. Furlong has been appointed Chairman of the Committee.

P. H. DE LAHARPE,
for Chairman.

Provincial Road Committee's Office,
Galle, January 29, 1926.

Pilikada-Handurukkanda Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee, in accordance with section 19 of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the under-mentioned estates to make up the contribution of Rs. 3,800 for improving the cart road from the Kurunegala Waterworks for a distance of one mile:—

3rd and 4th section, 1 mile.

Total acreage, 867—Rate per acre, 4.38292.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Sir T. E. de Sampayo Tymphane ..	12 ..	52 60	
Mr. D. C. Pedris ..	Sylvakanda ..	201 ..	880 97
K. M. P. R. Ramen Chetty ..	Walpolakanda ..	79 ..	346 25
Mr. O. F. Payne ..	Handurukkanda ..	575 ..	2,520 18

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to O. F. Payne, Esq., Chairman, Local Committee, Handurukkanda estate, Kurunegala, on or before March 6, 1926.

G. N. FARQUHAR,

Provincial Road Committee's Office, for Chairman.
Kurunegala, February 5, 1926.

JAFFNA MARKETS FUND.**Statement of Receipts and Expenditure of the Markets Fund for the Half-year ended December 31, 1925.**

<i>Receipts.</i>		Amount. Rs. c.	<i>Expenditure.</i>		Amount. Rs. c.
Rent of—			Salaries of market-keepers, sweepers, and latrine coolies ..		892 50
Changanai market ..	1,835 75		Maintenance of market buildings ..	1,439 55	
Thalpuram market ..	67 0		Law expenses ..	87 50	
Navaly market ..	319 16		Disinfectants ..	18 20	
Anaicodai market ..	378 9		Miscellaneous ..	209 29	
Pandatarippu market ..	720 0		Travelling allowance to Superintendent of Minor Works ..	350 0	
Chunakam market ..	1,530 2		Repairs to Chavakachcheri market well ..	233 70	
Uduppidy market ..	293 79		Building an ash pit at Changanai market ..	119 5	
Kovilsantai market ..	50 0		Repairing the gala at Chavakachcheri market ..	117 25	
Koddady market ..	94 0		Putting up a shed in Achchuvely market ..	34 52	
Nelliady market ..	468 1				
Chavakachcheri market ..	2,221 62				
Kodigamam market ..	1,597 68				
Eluthumadduval market ..	75 0				
Pallai market ..	562 69				
Elephant Pass market ..	647 35				
Velanai market ..	14 0				
Temporary sheds in markets ..	3 0				
Produce of trees in market lands ..	50 75				
Fee for licence to hold private markets ..	7 0				
Miscellaneous ..	780 50				
	11,715 41				3,501 56
Balance on June 30, 1925 ..	21,047 37		Balance on December 31, 1925 ..	29,261 22	
	32,762 78		Total ..	32,762 78	

District Road Committee's Office,
Jaffna, February 2, 1926.

F. J. SMITH,
Chairman.

LOCAL BOARD NOTICES.

LOCAL BOARD OF NAWALAPITIYA

Budget of the Local Board of Nawalapitiya for 1926.

<i>Revenue.</i>		Rs.	c.	<i>Expenditure.</i>		Rs.	c.
A.—General revenue	..	21,012	87	A.—General expenditure	..	5,619	28
B.—Thoroughfares	..	3,100	0	B.—Thoroughfares	..	9,140	0
C.—Board lands and buildings	..	25	0	C.—Board lands and buildings	..	930	0
D.—Public health..	..	16,842	0	D.—Public health..	..	31,302	0
E.—Parks, public recreation	..	100	0	E.—Parks, public recreation	..	700	0
F.—Cemeteries	..	150	0	F.—Cemeteries	..	95	0
G.—Dogs	..	75	0	G.—Dogs	..	200	0
H.—Weights and measures	..	200	0	H.—Weights and measures	..	60	0
				I.—Education	..		
		41,504	87			48,046	78
Balance of December 31, 1925	..	13,168	5	Probable balance on December 31, 1926	..	6,626	14
		54,672	92			54,672	92

Revenue and Expenditure of the Local Board of Nawalapitiya for 1925.

<i>Revenue.</i>		Rs.	c.	<i>Expenditure.</i>		Rs.	c.
A.—General revenue	..	25,575	97	A.—General expenditure	..	15,156	33
B.—Thoroughfares	..	4,043	49	B.—Thoroughfares	..	7,747	0
C.—Board lands and buildings	..	1,526	35	C.—Board lands and buildings	..	754	49
D.—Public health..	..	17,418	70	D.—Public health..	..	20,997	56
E.—Parks and public recreation	..	102	0	E.—Parks and public recreation	..	515	10
F.—Cemeteries	..	158	0	F.—Cemeteries	..	653	61
G.—Dogs	..	51	75	G.—Dogs	..	48	72
H.—Weights and measures	..	139	68	H.—Weights and measures	..	141	32
Other receipts	..	0	10	I.—Education	..	60	0
		49,016	4	J.—Loan charges	..	2,250	0
Balance of previous year	..	21,476	14			57,324	13
		70,492	18	Balance on December 31, 1925	..	13,168	5
						70,492	18

Assets and Liabilities of the Local Board of Nawalapitiya for 1925.

<i>Liabilities.</i>		Rs.	c.	<i>Assets.</i>		Rs.	c.
Balance surplus	..	13,168	5	Cash at Kachcheri..	..	13,086	30
		13,168	5	Cash in hand	..	81	75
						13,168	5
Kandy Kachcheri, February 4, 1926.				W. L. KINDERSLEY, Chairman.			

LOCAL BOARD OF HATTON-DIKOYA.

Budget of the Local Board of Hatton-Dikoya for the Year, 1926.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
A.—General revenue	..	28,013	95	A.—General expenditure	..	5,608	68
B.—Thoroughfares	..	2,750	0	B.—Thoroughfares	..	3,685	0
C.—Board lands and buildings	..	320	0	C.—Board lands and buildings	..	45	8
D.—Public health	..	4,510	0	D.—Public health	..	17,303	96
E.—Parks and public recreation	..	50	0	E.—Parks and public recreation	..	50	0
F.—Cemeteries	..	60	0	F.—Cemeteries	..	465	0
G.—Dogs	..	120	0	G.—Dogs	..	25	0
H.—Weights and measures	..	—	—	H.—Weights and measures	..	60	0
I.—Education	..	—	—	I.—Education	..	100	0
Deposits	..	100	0	Refund of deposits	..	200	0
J.—Miscellaneous	..	33,300	0	J.—Miscellaneous	..		
		39,223	95	Estimated balance	..	85,009	93
Balance brought forward	..	73,328	70				
		112,552	65	Total	..	112,552	65

Statement of Assets and Liabilities of the Local Board of Hatton-Dikoya on December 31, 1925.

LIABILITIES.		Rs.	c.	ASSETS.		Rs.	c.
Surplus	..	73,328	70	Cash in Kachcheri	..	7,915	55
				Cash in bank	..	2,054	50
				Cash in fixed deposit in Hatton Bank	..	70,000	0
				Interest on fixed deposit	..	1,990	35
				Cash in hand	..	14	75
						81,975	15
				Uncashed payment orders and cheque	..	8,646	45
Total	..	73,328	70	Total	..	73,328	70

Statement of Revenue and Expenditure for 1925.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
A.—General revenue	..	23,223	40	A.—General expenditure	..	5,630	70
B.—Thoroughfares	..	2,836	50	B.—Thoroughfares	..	4,576	0
C.—Board lands and buildings	..	268	0	C.—Board lands and buildings	..	45	8
D.—Public health	..	4,866	0	D.—Public health	..	14,642	98
E.—Public recreation	..	20	0	E.—Public recreation	..	—	—
F.—Cemeteries	..	56	0	F.—Cemeteries	..	459	50
G.—Dogs	..	121	0	G.—Dogs	..	51	82
H.—Weights and measures	..	—	—	H.—Weights and measures	..	—	—
I.—Education	..	—	—	I.—Education	..	60	0
Deposits	..	50	0	Deposits	..	50	0
J.—Miscellaneous	..	6,444	41	J.—Miscellaneous	..	4,707	99
		37,885	31			30,224	7
Balance	..	65,667	46	Balance	..	73,328	70
Total	..	103,552	77	Total	..	103,552	77

The Kachcheri,
Kandy, February 4, 1926.

W. L. KINDERSLEY,
Chairman.

LOCAL BOARD, GAMPOLA.

Statement of Assets and Liabilities on December 31, 1925.

LIABILITIES.		Rs.	c.	ASSETS.		Rs.	c.
Payment orders outstanding	..	76	41	Cash in hand	..	19	75
Balance, surplus..	..	28,903	49	Cash in Kachcheri	..	13,960	15
				Cash in Bank (F. D.)	..	15,000	0
Total	..	28,979	90	Total	..	28,979	90

Statement of Revenue and Expenditure for 1925.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
A.—General revenue	..	24,651	28	A.—General expenditure	..	7,435	28
B.—Thoroughfares	..	4,232	55	B.—Thoroughfares	..	10,152	92
C.—Board lands and buildings	..	787	60	C.—Board lands and buildings	..	577	99
D.—Public health	..	12,514	91	D.—Public health	..	14,219	72
E.—Parks and public recreation	..	50	0	E.—Parks and public recreation	..	—	—
F.—Cemeteries	..	236	0	F.—Cemeteries	..	442	90
G.—Dogs	..	93	50	G.—Dogs	..	80	63
H.—Weights and measures	..	231	38	H.—Weights and measures	..	215	0
I.—Education	..	4	0	I.—Education	..	120	0
Other receipts	..	224	70	Other payments	..	224	70
		43,025	92			33,469	14
Balance on December 31, 1924	..	19,346	71	Balance	..	28,903	49
Total	..	62,372	63	Total	..	62,372	63

Budget for the Year 1926.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
A.—General revenue	..	24,378	0	A.—General expenditure	..	7,717	32
B.—Thoroughfares	..	4,100	0	B.—Thoroughfares	..	5,991	0
C.—Board lands and buildings	..	875	0	C.—Board lands and buildings	..	425	0
D.—Public health	..	11,885	0	D.—Public health	..	27,432	10
E.—Parks and public recreation	..	50	0	E.—Parks and public recreation	..	100	0
F.—Cemeteries	..	220	0	F.—Cemeteries	..	482	0
G.—Dogs	..	100	0	G.—Dogs	..	100	0
H.—Weights and measures	..	215	0	H.—Weights and measures	..	215	0
I.—Education	..	10	0	I.—Education	..	170	0
		41,833	0			42,632	42
Balance brought forward	..	28,903	49	Estimated balance	..	28,104	7
Total	..	70,736	49	Total	..	70,736	49

The Kachcheri,
Kandy, January 30, 1926.

W. L. KINDERSLEY,
Chairman.

Sanitary Board, Kalutara District.

THE following person was licensed during the month of January, 1926, to carry on the trade or business of an Auctioneer and Broker within the limits of the Sanitary Board town of Alutgama, for the year 1926, and his name is published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922:—

Edward A. Sirimanne, Auctioneer and Broker, Alutgama.

The Kachcheri,
Kalutara, February 6, 1926.

W. H. MOORE,
for Chairman.

LOCAL BOARD, ANURADHAPURA.

Statement of Actual Revenue and Expenditure for the Year 1925.

REVENUE.		Amount.	EXPENDITURE.		Amount.
		Rs. c.			Rs. c.
A.—General revenue	..	22,505 92	A.—General expenditure	..	3,759 2
B.—Thoroughfares	..	4,534 0	B.—Thoroughfares	..	7,178 1
C.—Resthouse fees	..	—	C.—Resthouses	..	—
D.—Council lands and buildings (not included elsewhere)	..	3,848 0	D.—Council lands and buildings (not charged elsewhere)	..	1,306 99
E.—Public health	..	6,278 33	E.—Public health	..	4,570 61
F.—Parks	..	490 67	F.—Parks	..	264 0
G.—Cemeteries Ordinance, No. 9 of 1899	..	338 50	G.—Cemeteries Ordinance, No. 9 of 1899	..	510 0
H.—Dog Registration Ordinance, No. 25 of 1901, Rabies Ordinance, No. 7 of 1893	..	71 37	H.—Dog Registration Ordinance, No. 25 of 1901, Rabies Ordinance, No. 7 of 1893	..	223 76
I.—Weights and Measures Ordinance, No. 8 of 1876	..	—	I.—Weights and Measures Ordinance, No. 8 of 1876	..	—
J.—Education Ordinance, No. 1 of 1920	..	—	J.—Education Ordinance, No. 1 of 1920	..	—
Total Revenue	..	42,428 54	Total Expenditure	..	37,297 62
Other receipts :—		Amount	Other payments :—		Amount.
		Rs. c.			Rs. c.
Deposits, cattle seizers' fees, &c...	..	635 15	Refund of deposits, cattle seizers' fees	..	933 55
Refunds of advances	..	210 0	Advances	..	280 0
		845 15			933 55
Total Receipts	..	43,273 69	Total Payments	..	38,861 17
Balance on January 1, 1925	..	28,514 34	Balance on December 31, 1925	..	32,926 86
Total	..	71,788 3	Total	..	71,788 3

Statement of Probable Revenue and Expenditure for the Year 1926.

REVENUE.		REVENUE.		REVENUE.	
		Amount.	Total.	Amount.	Total.
		Rs. c.	Rs. c.	Rs. c.	Rs. c.
A.—General Revenue :—				(5) Water supply—	
(1) Property tax 171 (1) (a)	..	5,800 0		(a) Water-rate 141 (b) 146	..
(2) Acreage tax 171 (1) (b)	..	—			—
(3) Vehicle and animal tax 173 (1) (b)	..	250 0		(6) Hospitals—	
(4) Licence duties 173 (1) (c) not included elsewhere	..	600 0		(a) Contribution from Government	..
(5) Other taxes 173 (d)	..	1,750 0		(b) Rent of hospital grounds	..
(6) Refund of stamp duties (schedule VI.)	..	2,900 0			—
(7) Refund of liquor licences	..	2,000 0		(7) Markets and galas—	
(8) Refund of Police tax	..	6,100 0		(a) Rents 168 (12)	..
(9) Compensation for opium revenue	..	1,600 2		(b) Boutiques and stalls 168 (12)	..
(10) Fines by court (not included elsewhere)	..	500 0		(c) Fees for private markets 160 (13)	..
(11) Vehicle plates	..	5 0		(d) Licences 163 (1)	..
(12) Sundries and interest from bank	..	600 0			6,800 0
		22,105 2		F.—Parks :—	
B.—Thoroughfares :—				(a) Rents and cattle grazing fees	..
(1) Labour tax 173 (1) (a)	..	4,500 0		(b) Public performances	..
(2) Fines on defaulters (schedule VIII.) 27 (2)	..	100 0			425 0
(3) Other collections, e.g., fines for injuries, &c., 67, cattle seizers' fees 103 (4), sale of badges and fare table, grants, &c.	..	5 0		G.—Cemeteries Ordinance No. 9 of 1899:—	
		4,605 0		(1) Fees	..
C.—Resthouse Fees :—				(2) Hire of hearse	..
Fees	..	—			350 0
D.—Council lands and buildings (not included elsewhere) :—				H.—Dog Registration Ordinance, No. 25 of 1901, Rabies Ordinance, No. 7 of 1893 :—	
(1) Rents	..	3,750 0		(1) Registration fees	..
(2) Sale of produce	..	—		(2) Fines	..
		3,750 0		(3) Sale of dog collars	..
E.—Public Health :—				(4) Seizing fees	..
(2) Scavenging—					104 50
(a) Fees 168 (10) (b)	..	—		I.—Weights and Measures Ordinance, No. 8 of 1876 :—	
(b) Sale of refuse 130	..	—		(1) Fees for stamping	..
(c) Fines on contractors	..	10 0		(2) Fines	..
		10 0		J.—Education Ordinance No. 1 of 1920 :—	
(3) Conservancy—					—
(a) Fees 165 (10) (b)	..	3,750 0		Total Revenue	..
(b) Sale of Refuse 180	..	—			42,499 52
(c) Fines on contractors	..	—		Other Receipts :—	
		3,750 0		Deposits, cattle seizers' fees, &c.	..
(4) Slaughter-house and cattle pound—				Refund of advances	..
(a) Fees 168 (11) (a)	..	600 0			670 0
(b) Sale of refuse and manure	..	—		Total Receipts	..
		600 0			43,169 52
		600 0		Balance on January 1, 1926	..
					32,926 86
				Total	..
					76,096 38

EXPENDITURE.

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
A.—General Expenditure					
(1) Salaries of officers (not otherwise charged)—			(4) Slaughter-house and cattle pound—		
(a) Secretary ..	1,590 0		(a) Wages ..	—	
(b) Clerks ..	728 0		(b) Maintenance ..	90 0	
(c) Peons ..	348 0		(e) Acquisition ..	—	
(2) Establishment expenses :—		2,666 0	(d) Construction ..	—	90 0
(a) Allowance (not otherwise charged)	420 0		(5) Water supply—		
(b) Travelling ..	—		(a) Wages ..	—	
(c) Commission to tax collector (not otherwise charged)	532 0		(b) Stores ..	—	
(d) Assessors' fees ..	300 0		(c) Maintenance ..	—	
(e) Legal expenses ..	—		(d) Acquisition ..	—	
(f) Stationery, printing, advertising, and office expenses (not otherwise charged)	800 0		(e) Construction ..	—	
(g) Registration of votes and elections	—		(f) Loan charges : Principal Interest ..	—	
(h) Cost of cart plates ..	160 0		(6) Hospitals—		
(i) Cost of audit ..	424 28		(a) Wages ..	—	
(j) Refund of taxes ..	30 0		(b) Maintenance ..	300 0	
(k) Cost of collection police tax ..	239 94		(c) Paupers maintenance and burial ..	50 0	
		2,906 22	(d) Vagrants ..	200 0	550 0
B.—Thoroughfares :—					
(1) Salaries and wages ..	663 0		(7) Markets and galas—		
(2) Maintenance ..	6,165 50		(a) Wages ..	—	
(3) Plants and tools ..	300 0		(b) Maintenance ..	708 50	
(4) Lighting ..	2,600 0		(c) Printing ..	—	
(5) Watering streets ..	425 0		(d) Acquisition ..	—	
(6) Commission to tax collectors ..	—		(e) Construction ..	—	
(7) Other badges, fare tables, cattle seizers ..	—		(f) Loan charges ..	—	708 50
(8) Acquisition ..	—		(8) Drainage and Anti-malarial Campaign—		
(9) Improvements ..	206 0		(a) Town drainage ..	645 19	
(10) Loan charges : Principal Interest ..	—		(b) Anti-malarial campaign ..	2,000 0	2,645 19
C.—Resthouses :—					
(1) Salaries ..	—	10,359 50	F.—Parks :—		
(2) Maintenance ..	—		(a) Wages ..	264 0	
(3) Furniture and equipment ..	—		(b) Maintenance ..	45 0	
(4) Improvements ..	—		(c) Allowance to band ..	—	
D.—Council lands and buildings (not charged elsewhere) :—					
(1) Wages ..	—		(d) Acquisition ..	—	309 0
(2) Commission to collectors ..	—		G.—Cemeteries Ordinance, No. 9 of 1899 :—		
(3) Rent of office ..	—		(1) Wages ..	504 0	
(4) Maintenance ..	809 0		(2) Maintenance ..	32 0	536 0
(5) Furniture ..	—		H.—Dog Registration Ordinance, No. 25 of 1901, Rabies Ordinance, No. 7 of 1893 :—		
(6) Police tax ..	450 0		(1) Destruction of dogs ..	100 0	
(7) Loan charges : Principal Interest ..	—		(2) Commission to collectors ..	—	
E.—Public Health :—					
(1) General expenditure—		1,259 0	(3) Cost of dog collars ..	50 0	
(a) Salaries ..	1,980 0		(4) Cost of seizers ..	100 0	250 0
(b) Allowances ..	192 0		I.—Weights and Measures Ordinance, No. 8 of 1876 :—		
(c) Uniform ..	35 0		Fees to inspector ..	—	
(d) Printing and stationery ..	—		J.—Education Ordinance, No. 1 of 1920 :—		
(e) Disinfectants ..	250 0		Attendance officer ..	—	
(2) Scavenging—			Total Expenditure ..		
(a) Wages ..	3,756 0				40,065 41
(b) Carts and bulls (lorry) ..	1,692 0		Other Payments :—		
(c) Stores ..	180 0		Refund of deposits, cattle seizers' fees, &c. ..	600 0	
(d) Poya works ..	300 0		Advances ..	25 0	625 0
(e) Motor lorry (new) ..	2,400 0		Total Receipts ..		
(3) Conservancy—					40,690 41
(a) Wages ..	3,996 0		Balance on December 31, 1926 ..		
(b) Carts and bulls ..	2,100 0				35,405 97
(c) Stores, stationery, &c. ..	350 0		Total ..		
(d) Rent of night soil depôt ..	—				76,096 38
(e) Maintenance of latrines ..	255 0				
(f) Acquisition ..	—				
(g) Construction ..	—				
(h) Poya works ..	300 0				
		17,786 0			

Statement of Assets and Liabilities on December 31, 1925.

LIABILITIES.	Amount. Rs. c.	ASSETS	Amount. Rs. c.
Deposits—		Cash in Kachoheri ..	23,478 86
Amount due to cattle owners balance of fees on stray cattle sold ..	65 49	Cash in Bank ..	9,448 0
Balance surplus ..	32,861 37		
Total ..	32,926 86	Total ..	32,926 86

Local Board Office,
Anuradhapura, February 8, 1926.

M. M. WEDDERBURN,
Chairman.

Notice of Sale, Sanitary Board, Teldeniya.

NOTICE is hereby given that the properties mentioned in the annexed schedule, having been seized for default of payment of Sanitary and Water-rates of Teldeniya, for 2nd and 3rd quarters, 1925, will be sold by public auction at the premises on Wednesday, February 24, 1926, at 10 A.M., in conformity with section 1 of Ordinance No. 6 of 1873, unless in the meantime the amounts owing in respect of the rate, together with the lawful cost of seizure and sale, is duly paid.

The Kachcheri,
Kandy, February 6, 1926.

C. SITTAMPALAM,
for Government Agent.

SCHEDULE REFERRED TO.

2nd Quarter, 1925.

No. of Premises.	Name of Owner.	No. of Premises.	Name of Owner.
4a..	Kalu Banda	35 ..	P. V. M. Cader
15a..	William Dias		Meerasaibu
19 ..	E. A. de Silva	53 ..	Badurdeen
50 ..	N. A. James Appu	54 ..	Abdul Cader
51a..	Do.	61 ..	Tikirimēnika
52 ..	Do.	66b	Kalu Banda
53 ..	Tikiripanikkaya	66e	Kadiravail
54 ..	Do.	67 ..	E. Ratana-amma
61 ..	Kirimenika	69 ..	D. A. Dingiriamma
71 ..	V. Tikiripanikkaya	117 ..	Abisaumma
74 ..	B. Punchi	119 ..	Appuhamy
119 ..	K. G. Appuhamy	120 ..	Do.
120 ..	Do.	120a..	Punchi Banda
121 ..	Do.	121a..	Appuhamy
121a..	Do.	121b	Mutumenika
121b	Mutumenika	121c	Kalu Banda
121c	Kalu Banda	123 ..	Abisaumma
122 ..	K. G. Punchirala	124 ..	S. S. Alimsa
123 ..	Abasaumma	130b	E. Dingiri Banda
130a..	Ukku Banda	154a..	Bambaragala Vihara
157 ..	Bambaragala temple	159a..	Do.
158 ..	Do.	159b	Do.
159a..	Do.	160 ..	Do.
163 ..	Kalu Banda	161 ..	Do.
168 ..	Do.	162a..	—
169 ..	Do.	168 ..	Kalu Banda
187 ..	Meerasaibu	169 ..	Do.
194 ..	N. A. James Appu	184 ..	Dingiri Banda
197 ..	Punchi Banda	185 ..	Do.
200 ..	Dingiri Banda	187 ..	Meerasaibu
200b	Bandaramenika	192 ..	Dingiri Banda
202 ..	Do.	193 ..	Do.
202a..	Do.	197 ..	Punchi Banda
203 ..	K. Ukku Banda	200a..	Bandaramenika
204a..	Do.	200b	Do.
209 ..	Punchihami	202 ..	Do.
210 ..	Kudanaide	210 ..	Kudanaide
216 ..	Kawrala	211 ..	Rambukwella Vihara
218 ..	Rankira	212c	Appuhamy
221 ..	Bambaragala temple	217 ..	John
225a..	P. Kiri Banda	217a..	Do.
240a..	Babasingho	218 ..	Rankira
241a..	P. B. Pussegoda	235 ..	P. B. Rambukwella
248 ..	Do.	240a..	Babasingho
254 ..	Babasingho	241a..	P. B. Pussegoda
268 ..	S. Ukkuetana	247 ..	Appuhamy
277 ..	Punchirala	248 ..	P. B. Pussegoda
284a..	Siyatu	268 ..	E. Ukkuetana
286 ..	Tikirimēnika	284a..	Siyatu Arachchie
287 ..	Bambaragala Vihara	287 ..	Bambaragala Vihara
296 ..	P. B. Pussegoda	294 ..	P. Tikirimēnika
301 ..	K. M. Dingirimenika	295 ..	S. Ukku
301a..	Do.	296 ..	P. B. Pussegoda
307 ..	V. Murugesu	303c	Bambaragala Vihara
321 ..	Mutuwhēnaya	310a..	Babasingho
335a..	A. Mudiyanse	312 ..	A. Rammenika
350 ..	P. B. Pussegoda	321 ..	Mutuwhēnaya
200a..	Bandaramenika	335a..	A. Mudiyanse
		341 ..	S. Ukku Banda
		350 ..	P. B. Pussegoda
		360 ..	M. Siyatu
		360a..	Do.

3rd Quarter, 1925.

19 .. E. A. de Silva

SANITARY BOARD, MANNAR DISTRICT.

Statement of all Moneys received and paid and all Sums levied and expended under "The Small Towns Sanitary Ordinance, 1892," for the Year 1925.

MANNAR TOWN.

Receipts.		Rs. c.	Expenditure.		Rs. c.
Taxes	..	3,446 25	Administration	..	988 76
Licences	..	1,173 75	Sanitation	..	2,293 73
Rents	..	1,330 82	Public works	..	2,840 36
Fines	..	84 98	Miscellaneous	..	146 89
Miscellaneous	..	751 11			
		6,786 91			6,269 74
Balance on January 1, 1925	..	2,650 27	Balance on December 31, 1925	..	3,167 44
Total	..	9,437 18	Total	..	9,437 18

ERUKILAPIDDI TOWN.

Receipts.		Rs. c.	Expenditure.		Rs. c.
Taxes	..	2,103 81	Administration	..	440 93
Licences	..	164 15	Sanitation	..	1,096 63
Rents	..	38 62	Public works	..	326 86
Fines	..	124 50	Miscellaneous	..	52 33
Miscellaneous	..	3 0			
		2,434 8			1,916 75
Balance on January 1, 1925	..	911 76	Balance on December 31, 1925	..	1,429 9
Total	..	3,345 84	Total	..	3,345 84

PESALAI.

Receipts.		Rs. c.	Expenditure.		Rs. c.
Taxes	..	774 60	Administration	..	204 36
Licences	..	38 0	Sanitation	..	570 26
Rents	..	10 0	Public works	..	170 40
Fines	..	113 50	Miscellaneous	..	52 43
Miscellaneous	..	1 0			
		937 10			997 45
Balance on January 1, 1925	..	1,311 65	Balance on December 31, 1925	..	1,251 30
Total	..	2,248 75	Total	..	2,248 75

VIDATTALTIVU.

Receipts.		Rs. c.	Expenditure.		Rs. c.
Taxes	..	1,061 33	Administration	..	270 47
Licences	..	83 50	Sanitation	..	422 19
Rents	..	38 34	Public works	..	781 45
Fines	..	87 6	Miscellaneous	..	64 96
Miscellaneous	..	48 94			
		1,319 17			1,539 7
Balance on January 1, 1925	..	1,295 84	Balance on December 31, 1925	..	1,075 94
Total	..	2,615 1	Total	..	2,615 1

TALAIMANNAR.

Receipts.		Rs. c.	Expenditure.		Rs. c.
Taxes	..	683 4	Administration	..	514 65
Licences	..	26 75	Sanitation	..	692 5
Rents	..	—	Public works	..	—
Fines	..	5 0	Miscellaneous	..	703 76
Miscellaneous	..	1,930 17			
		2,644 96			1,910 46
Balance on January 1, 1925	..	3,038 1	Balance on December 31, 1925	..	3,772 51
Total	..	5,682 97	Total	..	5,682 97

Sanitary Board Office,
Mannar, January 30, 1926.

C. E. JONES,
Chairman.

NOTICES UNDER THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1903.**Statement of Revenue and Expenditure of the Kalutara Urban District Council for 1925.**

REVENUE.		Amount.	EXPENDITURE.		Amount
		Rs. c.			Rs. c.
A.—General revenue	..	41,790 82	A.—General	..	15,130 26
B.—Thoroughfares	..	6,429 66	B.—Thoroughfares	..	26,211 96
C.—Resthouses	..	2,722 0	C.—Resthouses	..	1,643 69
D.—Council lands and buildings	..	1,006 25	D.—Council lands and buildings	..	1,118 13
E.—Public health	..	16,651 23	E.—Public health	..	28,675 41
F.—Public recreation	..	262 0	F.—Public recreation	..	979 26
G.—Cemeteries—Ordinance No. 9 of 1899	..	474 50	G.—Cemeteries—Ordinance No. 9 of 1899	..	2,084 52
H.—Dog registration—Ordinance No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893	..	132 75	H.—Dog registration—Ordinance No. 25 of 1901, and Rabies Ordinance No. 7 of 1893	..	165 20
I.—Weights and Measures Ordinance, No. 8 of 1876	..	—	I.—Weights and Measures Ordinance, No. 8 of 1876	..	—
J.—Education	..	—	J.—Education	..	—
Total revenue	..	69,469 21	Total expenditure	..	76,008 43
Deposits	..	3,551 18	Refunds of deposits	..	4,051 18
Refund of advances	..	550 0	Advances	..	550 0
Balance, January 1, 1925	..	32,736 60	Balance, December 31, 1925	..	25,697 38
Total	..	106,306 99	Total	..	106,306 99

Statement of Assets and Liabilities of the Kalutara Urban District Council on December 31, 1925.

LIABILITIES.		Rs. c.	ASSETS.		Rs. c.
Deposits	..	748 0	Cash at Kachcheri	..	8,261 60
Surplus balance	..	24,949 38	Cash in Bank (current account)	..	2,435 78
Total	..	25,697 38	Cash in Bank (fixed deposits)	..	15,000 0
			Total	..	25,697 38

Loan Account.

Amount of loan	..	Rs. 25,000
Date raised	..	September 5, 1920
Rate of interest	..	5 per cent.
Amount of annual payment	..	Rs. 1,250
Present amount outstanding	..	Rs. 18,750
Date of extinction	..	September 5, 1940

Kalutara Urban District Council, Deposit Account, 1925.

RECEIPTS.		Amount.	EXPENDITURE.		Amount.
		Rs. c.			Rs. c.
Receipts	..	3,551 18	Refunds	..	4,051 18
Balance, January 1, 1925	..	1,248 0	Balance, December 31, 1925	..	748 0
Total	..	4,799 18	Total	..	4,799 18

January 28, 1926.

OLIVER G. D'ALWIS,
Chairman, Urban District Council, Kalutara.**THE JAFFNA URBAN DISTRICT COUNCIL.
Statement of Revenue and Expenditure for the Year 1925.**

REVENUE.		Rs. c.	EXPENDITURE.		Rs. c.
A.—General	..	67,826 19	A.—General	..	12,245 23
B.—Thoroughfares	..	20,188 89	B.—Thoroughfares	..	49,196 98
C.—Resthouses and ambalams	..	808 63	C.—Resthouses and ambalams	..	579 73
D.—Council lands and buildings	..	3,040 59	D.—Council lands and buildings	..	3,683 32
E.—Public health	..	20,570 15	E.—Public health	..	43,845 45
F.—Public recreation	..	1,225 40	F.—Public recreation	..	91 90
G.—Cemeteries	..	—	G.—Cemeteries	..	—
H.—Dog registration	..	432 30	H.—Dog registration	..	442 70
I.—Weights and measures	..	—	I.—Weights and measures	..	—
J.—Education	..	—	J.—Education	..	—
Total revenue	..	114,092 15	Total expenditure	..	110,085 31
Deposits	..	5,820 16	Refunds of deposits	..	6,621 82
Refunds of advances	..	1,635 25	Advances	..	1,982 0
Balance on January 1, 1925—			Balance on December 31, 1925—		
Deposits	..	7,454 13	Deposits	..	6,652 47
Surplus	..	30,837 30	Surplus	..	34,497 39
Total	..	159,838 99	Total	..	159,838 99

Deposit Account, 1925.

RECEIPTS.		Rs. c.	PAYMENTS.		Rs. c.
Contractors, &c.	..	5,820 16	Refunds (contractors)	..	6,621 82
Balance on January 1, 1925	..	7,454 13	Balance on December 31, 1925	..	6,652 47
Total	..	13,274 29	Total	..	13,274 29

Advance Account, 1925.

RECEIPTS.	Rs. c.	PAYMENTS.	Rs. c.
Director of Public Works refund of unexpended balance out of the amount advanced on account of boat plates	0 80	Director of Public Works advance on account of repairs to the Jaffna Clock Tower	1,440 0
Director of Public Works refund being cost of supplying boat plates	29 45	Director of Public Works advance on account of compiling plan for construction of cement drains along roads	400 0
Director of Public Works refund being cost of repairs to the Jaffna Clock Tower	1,440 0	Director of Public Works advance on account of supplying boat plates	34 70
Superintendent of Works	160 0	The Government Agent, Northern Province, advance on account of acquisition of land for widening Kampantharai lane	102 30
Secretary refund	5 0	Secretary, Urban District Council	5 0
Balance on December 31, 1925	39,799 40	Balance on January 1, 1925	39,452 65
Total	41,434 65		41,434 65

Statement of Assets and Liabilities on December 31, 1925.

LIABILITIES.	Rs. c.	ASSETS.	Rs. c.
Deposits	6,652 47	Cash at Kachcheri	32,016 65
Outstanding payment orders	7,866 79	Fixed deposit in the Chartered Bank	15,000 0
Balance:—		Deposit in the Ceylon Savings Bank	2,000 0
Advance account	39,799 40	Outstanding advances	39,799 40
Surplus	34,497 39		
Total	88,816 5		88,816 5

Office of the Urban District Council,
Jaffna, January 30, 1926.

A. CANAGARATNAM,
Chairman.

PROCLAMATIONS BY THE GOVERNOR.

(Continued from page 601.)

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS by a Proclamation bearing date April 10, 1901, issued under the provisions of section 4 of the Local Boards' Ordinance, No. 13 of 1898, the town of Anuradhapura, in the North-Central Province, was brought under the operation of the said Ordinance, and the limits of the said town defined for the purposes of the said Ordinance:

And whereas by a Proclamation dated December 15, 1910, the said Proclamation of April 10, 1901, was amended by the alteration of the limits of the said town:

And whereas it is expedient to revoke the said Proclamation dated December 15, 1910, and to redefine the limits of the said town:

Now know Ye that We, the Governor, with the advice of the Executive Council, in the exercise of the powers in Us vested by section 4 of the said Ordinance, do hereby revoke the said Proclamation dated December 15, 1910, and We do define the limits of the said town of Anuradhapura to be the same as are set forth in the schedule hereto from and after the date hereof.

Colombo, February 12, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

FRESH SCHEDULE.

North.—The Outer Circular road from the 2nd milepost to the north-eastern corner of Jétawanarama, thence along the southern boundaries of lots 3D, 3, and 3c in final village plan 499 to meet the waste water channel, thence southward along the waste water channel to the south-western corner of title plan 173,974, thence along the south-western boundary of the said title plan and western boundary of title plan 261,835, and western and southern boundaries of title plan 261,836 to meet Halpan-ela, thence along the Halpan-ela eastward to the Malwatu-oya, thence along the Malwatu-oya northwards ending at the north-western extremity of lot 1 in final village plan 523, thence along the northern boundaries of lots 1, 1G, 1D, 2, and 2G in final village plan 523, and across the railway along the northern boundaries of lots 1s1, 1H2, and 1H3 in final village plan 164 till it reaches the Anuradhapura-Rambewa road and along the said road till it reaches the junction of the said road with the MacBride road.

East.—From the said junction along the MacBride road to its junction with the Anuradhapura-Mihintale road, and thence along the Anuradhapura-Matale road to the point where it intersects the Nuwarawewa bund and along the Nuwarawewa bund as far as the north-western corner of lot 59 in final village plan 523, thence along the northern, eastern, and southern boundaries of lot 59 in final village plan 523, Nuwarawewa bund, the southern boundary of lot 57c across the stream and along the southern boundaries of lots 60 and 60c in final village plan 523 to Malwatu-oya, thence southwards along the Malwatu-oya to a point where the northern boundary of the railway reservation meets the said oya.

South.—From the said point westwards along the northern boundaries of lots 26, 25½, 25½, 25, 24½, 24, 23, 22, 21, 20, 17, 18, and 14 in irrigation survey preliminary plan 2 up to the Kurunegala-Anuradhapura road, thence across the road a line drawn north-westward through lots 2H, 2G1, 2G, 2, and 2D in final village plan 276 to the southern extremity of the bund of Potanegama tank.

West.—From the said point northwards along the bund of Potanegama tank to its northern extremity, thence a straight line drawn due north through lots 2 and 1 in final village plan 276 to meet the road running from the Tissawewa high level sluice to Yoda-ela, and thence across the said road a line drawn north-westward through lot 1 in final village plan 276, and lots 3, 4, and 4A in final village plan 515 to meet 44½ milepost on Puttalam-Anuradhapura road, thence from the said milepost a straight line drawn northwards through lot 2 in final village plan 515, lots 1 and 1c in final village plan 511 to meet the 1st milepost on the Outer Circular road, thence along the Outer Circular as far as the 2nd milepost.