



# THE CEYLON GOVERNMENT GAZETTE

No. 7,525 — FRIDAY, MAY 14, 1926.

*Published by Authority.*

## PART I.—GENERAL.

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

	PAGE		PAGE
Minutes by the Governor .. .. .	—	Miscellaneous Departmental Notices .. .. .	1632
Proclamations by the Governor .. .. .	1558	Sales of Arrack and Toll Rents .. .. .	1635
Appointments by the Governor .. .. .	1559	“Excise Ordinance” Notices .. .. .	1635
Appointments, &c., of Registrars .. .. .	1561	Proceedings of Municipal Councils .. .. .	1636
Government Notifications .. .. .	1563	Patents Notifications .. .. .	1642
Currency Commissioners’ Notices .. .. .	—	Trade Marks Notifications .. .. .	1643
Revenue and Expenditure Returns .. .. .	1565	Local Board Notices .. .. .	1644
Notices calling for Tenders .. .. .	1568	Road Committee Notices .. .. .	1644
Sales of Unserviceable Articles, &c. .. .. .	1572	“Local Government Ordinance” Notices .. .. .	1644
Vital Statistics .. .. .	1572	Notices to Mariners .. .. .	1644
Unofficial Announcements .. .. .	1573	Meteorological Returns .. .. .	—
Specifications under “The Irrigation Ordinance” .. .. .	—	Books registered under Ordinance No. 1 of 1885 .. .. .	—

COLOMBO :

PRINTED BY H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

**PROCLAMATIONS BY THE GOVERNOR.**

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS the following by-laws have been made by the Municipal Council of Galle, under the provisions of section 109 (1) of "The Municipal Councils Ordinance, 1910," and have been confirmed by the Governor in Executive Council, as provided by section 109 (3) of the said Ordinance :

Now know Ye that We, the Governor of Ceylon, in exercise of the powers in Us vested by the said section of the above-mentioned Ordinance, do hereby proclaim the said by-laws.

Colombo, May 8, 1926.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

By-LAWS.

1. The Chairman shall, on or before November 30 in each year, after consultation with the several Standing Committees, lay before the Council the estimate of the probable receipts and the proposed expenditure of the Municipality for the ensuing financial year.

2. The Chairman shall, on or before the third Saturday of December of each year, prepare and submit to the Council a Budget containing—

- (a) An estimate of the available Municipal income ;
- (b) Details of proposed expenditure.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS by section 41 of "The Branch Roads Ordinance, No. 14 of 1896," it is enacted that in any case in which a road or portion of a road has been constructed or partially constructed or shall hereafter be constructed by the proprietors of any estates, it shall be lawful for the proprietors or a majority of the proprietors for the time being of such estates, to apply to the Governor that such road may be treated as a branch road constructed under this Ordinance, and on receipt of such application the Governor may, if he thinks fit, with the advice of the Executive Council, publish a Proclamation in the *Government Gazette* declaring that such road shall be treated as a branch road constructed under this Ordinance and defining the limits of the district, the estates in which will be assessed for the improvement, repair, or upkeep of such road :

And whereas the proprietors of Poonagalla estate have constructed and extended the existing Leangahawela-Poonagalla road to a distance of a quarter of a mile :

And whereas the proprietors of the said estate have applied to the Governor that such extended portion of road may be treated as a branch road constructed under the said Ordinance :

And whereas the Governor, with the advice of the Executive Council, thinks fit to declare that the said extended portion of road, quarter of a mile in length, shall be treated as a road made under "The Branch Roads Ordinance, 1896."

Now know Ye that We, the said Governor, with the advice of the Executive Council, do hereby declare that the said portion of road, quarter of a mile in length, constructed by the proprietors of Poonagalla estate shall, as from and after May 14, 1926, be treated as a road made under "The Branch Roads Ordinance, 1896," and do further define the limits of the district, the estates in which will be assessed for the improvement, repair, or upkeep of such road as consisting of the estates called and known as Poonagalla group, in extent 1,692 acres.

Colombo, May 14, 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 of Ceylon, in exercise of the power in Us vested by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Meda palata of the Pitigal korale south of the Chilaw District, in the North-Western Province.

Colombo, May 14, 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 Sandanangama, in the Meda palata of the Pitigal korale south of the Chilaw District, in the North-Western Province :—

## Preliminary plan No. 5,376.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
2 ..	Gurugodella <i>alias</i> Dangasagarekele ..	91	0	37
8 ..	Gurugodella ..	1	1	3
(Exclusive of the Gansabhawa road passing through the land.)		92	2	0

and bounded as follows : on the north by the village limit of Dunkannawa, a reservation for road, lots 1 and 3 in preliminary plan No. 5,376 ; on the east by a Gansabhawa road from Tuttiripitiya ; on the south by the Gansabhawa road from Tuttiripitiya to Maningala, lot 5 in preliminary plan No. 5,376, the village limit of Maningala, lots 6 and 7 in preliminary plan No. 5,376, lot 9 in preliminary plan No. 5,376, Kahatagahahena claimed by M. Bandappuhami and others ; on the west by Kahatagahahena claimed by M. Bandappuhami and others and Sandanangama tank.

NOTE.—The following lots lying within the above-mentioned boundaries are excluded from this proclamation, and no part of their aggregate acreage of 2 acres 1 rood and 25 perches is included in the acreage of 92 acres and 2 roods given above :—

## Preliminary plan No. 5,376.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
2A ..	Gurugodella ..	0	3	36
2B ..	Do. ..	1	0	2
2C ..	Do. (reservation for a road to burial ground)..	0	1	27
		2	1	25

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

No. 180 of 1926.

**I**T is hereby notified that HIS EXCELLENCY THE GOVERNOR has been pleased, in pursuance of Clause IV. of HIS MAJESTY'S Instructions dated September 11, 1920, to appoint Mr. F. G. TYRRELL to be provisionally a Member of the Executive Council, in place of the Hon. Mr. W. T. SOUTHOEN.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 14, 1926. Colonial Secretary.

No. 181 of 1926.

**I**T is hereby notified that HIS EXCELLENCY THE GOVERNOR has been pleased, under Article XIV. (1) of "The Ceylon (Legislative Council) Order in Council, 1923," as amended by "The Ceylon (Legislative Council) Amendment Order in Council, 1924," to appoint provisionally the Hon. Mr. FRANK BARTLETT, a person holding

a public office under the Crown in the Island, to be a Nominated Official Member of the Legislative Council of Ceylon, in place of the Hon. Mr. LACHLAN MACRAE.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 13, 1926. Colonial Secretary.

No. 182 of 1926.

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

Mr. L. A. NORTHCROFT to the office of Office Assistant to the Government Agent, Northern Province ; Deputy Fiscal for the Jaffna District ; Additional Police Magistrate, Jaffna ; Assistant Collector of Customs and Landing Surveyor, Jaffna ; Assistant Master Attendant, Jaffna ; Assistant Superintendent of Prisons, Jaffna ; and an Additional Assistant Superintendent of Police, Northern Province, with effect from May 12, 1926, until further orders.

Mr. S. A. MARTIN to act as Commissioner of Requests and Police Magistrate, Chilaw, during the absence of Mr. S. S. NAVARATNAM, on May 12, 1926, or until the resumption of duties by that officer.

Mr. M. A. PERERA to act as Additional Police Magistrate and Municipal Magistrate, Kandy, on May 8, 1926.

Mr. B. F. PERERA to be, in addition to his other duties, Additional Assistant Superintendent of Prison, Anuradhapura, with effect from May 1, 1926, until further orders.

Mr. C. C. WEDDERBURN to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton during the absence of Mr. A. R. ATKEN from the Island.

Mr. H. TONKS to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton during the absence of Mr. E. V. LONG from the Island.

Mr. H. C. PATTERSON to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton during the absence of Mr. R. J. CONGREVE from the Island.

Dr. F. R. ALLES, Provincial Surgeon, Central Province, to be a Member of the Board of Improvement Commissioners, Kandy, *vice* Dr. H. J. DE SARAM, transferred.

Mr. J. OORLOFF to be a Member of the Board of Improvement Commissioners, Kandy, *vice* Mr. P. M. BINGHAM.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 14, 1926. Colonial Secretary.

No. 183 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointment in the Ceylon Supply and Transport Corps, to fill an existing vacancy:—

*To be Second Lieutenant.*

Sergeant CHARLES WILLIAM DE LEMOS.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 6, 1926. Colonial Secretary.

No. 184 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Second Lieutenant RALPH MARCUS MEABURN WORSLEY of his Commission in the Ceylon Garrison Artillery Reserve, with effect from May 1, 1926.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 11, 1926. Colonial Secretary.

No. 185 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 9 of "The Labour Ordinance, No. 1 of 1923," to appoint Mr. H. F. PARFITT to be a Member of the Board of Indian Immigrant Labour, *vice* Mr. G. C. SLATER, resigned.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 8, 1926. Colonial Secretary.

No. 186 of 1926.

IT is hereby notified that HIS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. CYRIL L. THIEL provisionally as Vice-Consul de Carriere at Colombo for the United States of America.

Notification regarding Mr. TURNER dated February 18, 1924, appearing in *Gazette* dated February 22, 1924, is hereby cancelled.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 7, 1926. Colonial Secretary.

No. 187 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. O. P. RUST provisionally as Acting Consul for Mexico at Colombo, from May 19, 1926, during the absence of Mr. F. S. MITCHELL from the Island.

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

No. 188 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. O. P. RUST provisionally as Acting Consul for Bolivia at Colombo, from May 19, 1926, during the absence of Mr. F. S. MITCHELL from the Island.

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

No. 189 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. E. LE COQ to be an Inquirer for the Chief Headman's division of Pata Hewaheta, in the District of Kandy, from May 1, 1926, until the return of Mr. A. WIGGIN from leave.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 13, 1926. Colonial Secretary.

No. 190 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. KALUKAPUGE EMIS WILFRED PERERA BANDARANAYAKE of Colombo to be a Notary Public throughout Kammal pattu of Chilaw District, with residence and office at Nainamadama, and to practise as such in the Sinhalese language.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 10, 1926. Colonial Secretary.

No. 191 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. BRAKMANAGE JAMES ST. VALENTINE PERERA of "Hill House," Helling's road, Ratnapura, to be a Notary Public throughout the judicial division of Ratnapura, and to practise as such in the English language.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 10, 1926. Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. LIONEL FRANKLIN ROSA to be an Additional Registrar of Lands of the Colombo District, holding office at Negombo, with effect from May 4, 1926, *vice* Mr. P. D. WEERAMAN, transferred.

By His Excellency's command,

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

**I**T is hereby notified that I have appointed KANTHAR KATHIRKAMAR (provisionally) as Registrar of Births and Deaths of Chempian pattu division, and of Marriages (General) of Pachchilaippali division, in the Jaffna District of the Northern Province, with effect from May 8, 1926, *vice* KIRISTOPPILLAI JOACHIMPILLAI, deceased. His office will be at Aladivalavu, Chempian pattu; station: Urippiddi in Vattirayan.

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

**I**T is hereby notified that I have confirmed PHILIPPU ANTONY PULAVAR in his appointment as Registrar of Marriages (General) of Mantai division, in the Mannar District of the Northern Province.

Registrar-General's Office,      A. W. SEYMOUR,  
Colombo, May 11, 1926.              Registrar-General.

**I**T is hereby notified that I have confirmed IYAMPILLAI VINASITAMPI in his appointment as Registrar of Marriages (General) of Mantai division, in the Mannar District of the Northern Province.

Registrar-General's Office,      A. W. SEYMOUR,  
Colombo, May 11, 1926.              Registrar-General.

**I**T is hereby notified that I have appointed KANAPATHYPILLAI THAMBIMUTTU (provisionally) as Registrar of Births and Deaths of Karavaku pattu north No. 1 division, and of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, with effect from May 8, 1926, until further orders, *vice* KONAMALAI KANAPATHYPILLAI, retired. His office will be at Periya Kallar; station: Thuraineelavani.

Registrar-General's Office,      A. W. SEYMOUR,  
Colombo, May 8, 1926.              Registrar-General.

**I**T is hereby notified that I have appointed KUMARASINGHE MUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths of Ulagalla korale south division, and of Marriages (Kandy and General) of Hurulu palata division, in the Anuradhapura District of the North-Central Province, for thirty days with effect from May 15, 1926, *vice* Mr. ABEYKON MUDIYANSELAGE UKKU BANDA, on leave. His office will be at Migahawatta in Pahala Ambatale.

Registrar-General's Office,      A. W. SEYMOUR,  
Colombo, May 8, 1926.              Registrar-General.

**I**T is hereby notified that I have appointed KADRATEGE SUDDAHAMY to act as Registrar of Births and Deaths of Dutuwa tulana division, and of Marriages (Kandy and General) of Hurulu palata division, in the Anuradhapura District of the North-Central Province, for three months, with effect from May 15, 1926, *vice* Registrar, PINHAMIGE KAPURALA, on leave. His office will be at Wagollekada.

Registrar-General's Office,      A. W. SEYMOUR,  
Colombo, May 8, 1926.              Registrar-General.

**I**T is hereby notified that I have confirmed DON MAXIMILLION RANASINHA in his appointment as Registrar of Births and Deaths of Madampe division, and of Marriages (Kandy and General) of Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa.

Registrar-General's Office,      A. W. SEYMOUR,  
Colombo, May 8, 1926.              Registrar-General.

**I**T is hereby notified that I have appointed HINGURE ARACHCHILLAGE RANASINHA to act as Registrar of Births and Deaths of Atulugam korale east division, and of Marriages (Kandy and General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for ninety three days, with effect from May 10, 1926, *vice* Registrar, HINGURE ARACHCHILLAGE SIRIWARDENAHAMI, on leave. His office will be at Gurugalagawahenewatta in Udabage.

Registrar-General's Office,      A. W. SEYMOUR,  
Colombo, May 8, 1926.              Registrar-General.

**T**HE 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 seventeen days from May 6, 1926, during the absence of the Registrar, SENANAYAKA APPUHAMILAGE DON YAHAPANIS, on leave. His office will be at Rohitawapuwatta in Kudagammana; station at Kinagahawatta in Wattenulla.

The Additional Assistant Provincial Registrar, Colombo, has appointed KURUPPU APPUHAMILAGE EDWIN PERERA to act as Registrar of Births and Deaths of Bemmulla division, and of Marriages (General) of Meda pattu of Siyane korale west division, in the Colombo District of the Western Province, for twenty-one days from May 11, 1926, during the absence of the Registrar, KURUPPU APPUHAMILAGE ELIAS PERERA, on leave. His office will be at Batadombagahawatta in Pattalagedara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON CHARLES EDIRIMANNE to act as Registrar of Births and Deaths of Uduwara division, and of Marriages (General) of Munwattebage pattu division, in the Kalutara District of the Western Province, for three days from May 10, 1926, during the absence of the Registrar, CECIL TILLEKERATNE, on leave. His office will be at Ampitigalawalauwa in Ampitigala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MATOTA ARACHCHIGE DON PEDRICK WADYARATNA SAMARAWERA to act as Registrar of Births and Deaths of Pelpola division, and of Marriages (General) of Munwattebage pattu division, in the Kalutara District of the Western Province, on May 13, 1926, during the absence of the Registrar, LIYANAGE DON AWUNERIS, on leave. His offices will be at Mahawatta in Pelpola and Pelawatta in Panagoda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON HENRY RICHARD WIJESINHA KANNANGARA to act as Registrar of Births and Deaths of Bandara-gama division, and of Marriages (General) of Adikari pattu division, in the Kalutara District of the Western Province, for six days from May 14, 1926, during the absence of the Registrar, DON GEORGE JAYASEKERA, on leave. His office will be at Calpottewatta in Bolabotuwa.

The Assistant Provincial Registrar, Nuwara-Eliya, has appointed MAYAKADUWEGE CORNELIS APPUHAMY to act as Registrar of Births and Deaths of Medapane korale division, and of Marriages (General) of Kotmale (excluding the portion in Gravets) division, in the Nuwara Eliya District of the Central Province, for nine days from May 14, 1926, during the absence of the Registrar, WARAHENE LIYANAGE SUGATHADASA DE ALWIS GUNETILAKA, on leave. His office will be at Hedunawa in Kalapitiya.

The Additional Assistant Provincial Registrar, Galle, has appointed KOSMULLEGEI DON PEDRIS DE SILVA to act as Registrar of Births and Deaths of Poddala division, and of Marriages (General) of Four Gravets of Galle and Akkimana division, in the Galle District of the Southern Province, for

two days from May 7, 1926, during the absence of the Registrar, DON SYADORIS JAYASUNDERA, on leave. His offices will be at Gudamewatta *alias* Hingagodawatta in Mipawala, and Galagawawatta at Kapuhempola.

The Additional Assistant Provincial Registrar, Galle, has appointed HINIDUMA LIYANAGE AYANORIS GUNAWARDENA to act as Registrar of Births and Deaths of Hiniduma division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, on May 8, 1926, during the absence of the Registrar, ROBERT PETER KARUNARATNA, on leave. His office will be at Ussalagodawatta at Hiniduma.

The Additional Assistant Provincial Registrar, Galle, has appointed Dr. CECIL EDWARD GUNATILLEKA to act as Registrar of Births and Deaths of Galle Municipality division, in the Galle District of the Southern Province, for two days from May 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, Galle, has appointed ISAAC CHARLES DIAS GURUSINHA to act as Registrar of Births and Deaths of Weragoda division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on May 10, 1926, during the absence of the Registrar, HIKKADUWE VIDANERALLAGE DON ARTHUR ABAYARATNE WICKRAMASINHA, on leave. His offices will be at Pingahawatta in Godagama, and Achariaramba *alias* Kumarungewatta in Alutwala.

The Additional Assistant Provincial Registrar, Galle, has appointed KARIYAWASAN MAJUWANEGAMAGE CHARLES DIAS to act as Registrar of Births and Deaths of Telikada division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for eleven days from May 10, 1926, during the absence of the Registrar, DON FRANCIS DIAS JAYASIRI GUNAWARDENA SENEVIRATNE, on leave. His offices will be at Ambagahawatta in Keradewala and Ambagahaowitatotupalewatta in Majuwana.

The Additional Assistant Provincial Registrar, Galle, has appointed CHARLES DIAS WICKRAMANAYAKA KARUNARATNE to act as Registrar of Births and Deaths of Habarakada division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for seventeen days from May 10, 1926, during the absence of the Registrar, HENDRICK DIAS WICKRAMANAYAKA KARUNARATNE, on leave. His office will be at Egiliyegedarawatta at Tawalama.

The Additional Assistant Provincial Registrar, Matara, has appointed JINADASA ABEYSIRIWARDENA 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 seven days from May 1, 1926, during the absence of the Registrar, NICHOLAS RASAPUTTARAM, on leave. His offices will be at Bisopattuwegehenewatta in Yatiyana and Maragahahenawatta in Komangoda.

The Additional Assistant Provincial Registrar, Matara, has appointed DON HENDRICK SEPARAMADU PINIDAYA to act as Registrar of Births and Deaths of Four Gravets No. 2 division, and of Marriages (General) of Matara town and Gravets division, in the Matara District of the Southern Province, on May 5, 1926, during the absence of the Registrar, ABRAHAM DE SILVA WIRASINGHA, on leave. His offices will be at Gasyatawatta *alias* Gabadagewatta in Tudawa and Barandigewatta in Gandaragoda.

The Additional Assistant Provincial Registrar, Hambantota, has appointed EDIRIWIWA JAYASURIYA ARUKATTU PATABENDIGE KARONCHI APPU to act as Registrar of Births and Deaths of Tihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for four days from May 5, 1926, during the absence of the Registrar, ANDRAYAS DE SILVA WICKRAMANAYAKA, on leave. His office will be at Viharagodella in Tihawa.

The Assistant Provincial Registrar, Hambantota, has appointed DON ARNOLIS MATHANGAWIRA to act as Registrar of Births and Deaths of Ranna division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for eleven days from

May 6, 1926, *vice* the Registrar, DON DAVITH MATHANGAWIRA, resigned. His office will be at Mahawatta in Welleode; additional office at Polisiyewatta in Ranna on Thursdays, Fridays, and Saturdays.

The Additional Assistant Provincial Registrar, Hambantota, has appointed AENEAS ABRAHAM DISANAYAKA to act as Registrar of Births and Deaths of Kirama division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for thirty days, from May 7, 1926, during the absence of the Registrar, PROLIS JOHN DISANAYAKA, on leave. His office will be at Medakoratuwa in Walgammulla.

The Provincial Registrar, Jaffna, has appointed KATRITTAMPI SARAVANAMUTTU to act as Registrar of Marriages (General) of Pachchilaipalli division, in the Jaffna District of the Northern Province, for three days from May 3, 1926, during the absence of the Registrar, VAYITILINGAM CHELLAIYA, on leave. His office will be at Mahesvariwasa in Periyapalai.

The Provincial Registrar, Jaffna, has appointed ILAIYATAMPI TANMAVARATHAR to act as Registrar of Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province, for seven days from May 6, 1926, during the absence of the Registrar, AIYATHURAI CHELLAPPAN, on leave. His office will be at Yaddian in Mallakam.

The Assistant Provincial Registrar, Mullaitivu, has appointed TAMU UNIYAR CHELLIAH to act as Registrar of Marriages (General) of Vavuniya South division, in the Mullaitivu District of the Northern Province, for six days from April 21, 1926, during the absence of the Registrar, CANAPATIPPILLAI AMPALAVANAR. His office will be at the District Mudaliyar's Office at Vavuniya.

The Provincial Registrar, Batticaloa, has appointed KANAPATHYPILLAI THAMBIMUTTU to act as Registrar of Births and Deaths of Karavaku pattu north No. 1 division, and of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, for ten days from April 28, 1926, *vice* KONAMALAI KANAPATHYPILLAI, retired. His office will be at Periya Kallar; station: Thuraineelavanai.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed AMARAKOON MUDIANSSELAGE KIRIMUDIANSSE to act as Registrar of Births and Deaths of Meddeketiya korale division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, on May 5, 1926, during the absence of the Registrar, SAMABASEKARA NAWARATNE ILANKOON WASALA MUDIANSSELAGE KIRIHAMY, on leave. His office will be at Molligoda.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed ANUHASMUDIANSSELAGE SENEVIRATNE BANDA to act as Registrar of Births and Deaths of Maduru korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for thirty days from May 6, 1926, during the absence of the Registrar, RATNAYAKE MUDIANSSELAGE KIRI BANDA RATNAYAKE, dismissed. His office will be at Rambodagalla.

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 Hiriyala hatpattu division, in the Kurunegala District of the North-Western Province, on May 10, 1926, during the absence of the Registrar, HITINAYAKE MUDIANSSELAGE DINGIRI BANDA, on leave. His office will be at Moragasgoda.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed RATNAMALALABANDARALAGE SUDDAHAMY to act as Registrar of Births and Deaths of Magul Otota korale division, and of Marriages (General) of Wann hatpattu division, in the Kurunegala District of the North-Western Province, for fifteen days from May 14, 1926, during the absence of the Registrar, TUMBULLEMUDIYANSE ABEYSINGHA SENEVIRATNE, on leave. His office will be at Tumbulla.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed PHILIP ARTHUR BRASZ to act as Registrar of Births and Deaths of Puttalam pattu north division, and of Marriages (General) of Puttalam pattu and Gravets

division, in the Puttalam District of the North-Western Province, for thirty days from March 3, 1926, *vice* WILLIAM MOSES DE SILVA WIKKRAMATILLEKE, resigned. His office will be at No. 10, Second Cross street, Puttalam.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed ABHAYASINHA HERATH MUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths of Rajakumarawanni pattu division, and of Marriages (General) of Rajakumarawanni pattu division, in the Puttalam District of the North-Western Province, for twenty days from May 5, 1926, during the absence of the Registrar, ADIKARI MUDIYANSELAGE KIRIHAMY, on leave. His office will be at Sembukuliya.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed WARNAKULASURIYA ALEXANDER LAWRENCE FERNANDO to act as Registrar of Births and Deaths of Akkarai pattu south (southern) division, and of Marriages (General) of Akkarai pattu south division, in the Puttalam District of the North-Western Province, for twenty-one days from May 10, 1926, during the absence of the Registrar, WILLIAM BERNARD MUTTUKUMARU, on leave. His office will be at Kattakadu.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed CHARLES ALFRED MARASINGHE to act as Registrar of Births and Deaths of Yatakalam pattu south division, and of Marriages (General) of Pitigal korale south

division, in the Chilaw District of the North-Western Province, for three days from May 18, 1926, during the absence of the Registrar, BEMPE SAMSON MARASINGHE, on leave. His office will be at Gorakagahawatta in Thalawalahapitiya.

The Assistant Provincial Registrar, Badulla, has appointed RATNAYAKA MUDIYANSELAGE SUDU BANDA to act as Registrar of Births and Deaths of Kandukara division, and of Marriages (General) of Buttala division, in the Badulla District of the Province of Uva, for four days from May 10, 1926, during the absence of the Registrar, KONARAMUDIYANSELAGE KIRI BANDA, on leave. His office will be at Kendalanda.

The Assistant Provincial Registrar, Kegalla, has appointed PALISKARA MUDIYANSELAGE PUNCHI APPUHAMI to act as Registrar of Births and Deaths of Dehigampal korale Megodapota pattuwa division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for seven days from May 7, 1926, during the absence of the Registrar, JAYASINHA MUDIYANSELAGE CHARLES APPUHAMI JAYASINHA, on leave. His office will be at Hitinawatta in Karawdeniya.

Registrar-General's Office,  
Colombo, May 11, 1926.

A. W. SEYMOUR,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

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

Name.	Pensionable Appointment.	Seconded Service.
M. M. Yusuf ..	Apothecary, Medical Department ..	Apothecary, Hydro-Electric Scheme, from March 3, 1926

Colonial Secretary's Office,  
Colombo, May 7, 1926.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

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, July 19, 1926, at 10 A.M., and following days, namely:—

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

If necessary, the examination in Tamil will be extended to Monday, July 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 June 30, 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, May 7, 1926.

A. G. M. FLETCHER,  
Colonial Secretary.

WITH reference to the Notification, dated January 5, 1926, regarding Education District Committees, published in *Government Gazette* No. 7,506 of January 8, 1926, it is hereby notified that His Excellency the Governor in Executive Council has been pleased to nominate Mr. M. B. Mapitigama, under section 18 (4) of Ordinance No. 1 of 1920, to be an Additional Member of the Education District Committee for the Revenue District of Kegalla, including the Local Board area.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 8, 1926.

A. G. M. FLETCHER,  
Colonial Secretary.

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

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of "The Excise Ordinance, No. 8 of 1912," to appoint Mr. V. W. Birkbeck to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 8, 1926.

A. G. M. FLETCHER,  
Colonial Secretary.

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

HIS Excellency the Governor has been pleased, in terms of rules 2 (e) (i) and 2 (c) of Excise Notification No. 85, to nominate Mr. C. G. Piggford, Superintendent of Police, Kegalla, to be a Member of the Excise Advisory Committee for the Kegalla Revenue District area and Kegalla Local Board area for the remainder of the period of three years ending September 30, 1927, *vice* Mr. G. K. Pippet, who has ceased to be a Member.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 8, 1926.

A. G. M. FLETCHER,  
Colonial Secretary.

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

HIS Excellency the Governor has been pleased, in terms of rule 2 (e) (i) of Excise Notification No. 85, to nominate Rev. J. Paul S. R. Gibson to be a Member of the Excise Advisory Committee for the Kandy Revenue District area for the remainder of the period of three years ending September 30, 1927, *vice* Rev. W. J. T. Small, who has resigned.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 8, 1926.

A. G. M. FLETCHER,  
Colonial Secretary.

## "THE IRRIGATION ORDINANCE, No. 45 OF 1917."

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased, under the provisions of section 45 of the said Ordinance, to sanction the under-mentioned irrigation scheme passed at a meeting held on March 4, 1926, by the proprietors of lands under the Audella Ihala Amuna Irrigation Scheme in Matale District, Central Province.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 15, 1926.

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEME REFERRED TO.

(a) That in consideration of the construction undertaken by Government of a masonry anicut to replace the Audella Ihala temporary stick dam and of a head sluice on the channel, the proprietors agree to pay a rate to repay the cost of the works in 10 annual instalments, together with interest at 6 per cent. calculated annually on the outstanding capital cost and in addition to pay a rate to cover the cost of maintenance arrived at in manner provided in section 50 (2) of Ordinance No. 45 of 1917.

(b) That for the purpose of arriving at the above rates it shall be assumed that 34 acres in the Nalanda Experimental Station are lands benefited by the works and liable to be assessed for repayment of construction and for maintenance rates.

(c) That for the purpose of the aforesaid resolutions "construction," "maintenance," and "proprietor" shall bear the meanings severally assigned to them in section 3 of Ordinance No. 45 of 1917, and the term "capital cost" shall be deemed to include all expenditure incurred or to be incurred on the construction or improvement of the aforesaid masonry anicut and head sluice.

## "THE IRRIGATION ORDINANCE, No. 45 OF 1917."

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased, under the provisions of section 45 of the said Ordinance, to sanction the under-mentioned irrigation scheme approved by the proprietor of lands irrigated from Potanagama tank in the North-Central Province on March 11, 1926.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 11, 1926.

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEME REFERRED TO.

That the proprietor of the lands irrigated from Potanagama tank and included in the Kalawewa specification agrees that if Government places his lands on the Nachchaduwa specification, he shall pay an irrigation rate of Rs. 2 per area per annum which shall be revisable by Government every five years subject, however, to a minimum rate of Rs. 2 per acre per annum.





Comparative Statement of the Estimated and Actual Revenue and Expenditure of the Colony of Ceylon for the Quarter ended December 31, 1925.

REVENUE.

	Estimated (as per printed Estimates).		Actual.		Surplus.		Shortfall.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Customs ..	9,625,000	0	10,540,011	95	915,011	95	—	—
2. Port, Harbour, Wharf, Warehouse, and other dues ..	1,275,000	0	1,211,824	6	—	—	63,175	94
3. Licences, Excise, and Internal Revenue not otherwise classified ..	5,941,250	0	5,961,361	40	20,111	40	—	—
4. Fees of Court or Office, Payment for Specific Services, and Reimbursements in Aid ..	971,750	0	1,098,684	6	126,934	6	—	—
5. Post and Telegraph ..	492,750	0	578,876	28	86,126	28	—	—
6. Government Railways ..	6,100,000	0	5,900,119	8	—	—	199,880	92
7. Interest ..	800,000	0	599,947	90	—	—	200,052	10
8. Miscellaneous Receipts ..	344,250	0	319,136	91	—	—	25,113	9
9. Land Revenue ..	362,500	0	390,375	92	27,875	92	—	—
Total, exclusive of Land Sales ..	25,912,500	0	26,600,337	56	1,176,059	61	488,222	5
10. Land Sales ..	312,500	0	682,470	33	369,970	33	—	—
Grand Total ..	26,225,000	0	27,282,807	89	1,546,029	94	488,222	5
							Deduct Shortfall ..	488,222 5
							Nett Surplus ..	1,057,807 89

EXPENDITURE.

	Estimated (as per printed Estimates).		Actual.		Over-expenditure.		Under-expenditure.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Personal Emoluments ..	10,326,026	0	9,727,477	94	—	—	598,548	6
2. Other Charges ..	7,306,265	0	4,252,629	29	—	—	3,053,635	71
3. Railway Works Extraordinary ..	1,125,000	0	113,261	80	—	—	1,011,738	20
4. Irrigation Works Annually Recurrent ..	67,450	0	55,809	91	—	—	11,640	9
5. Irrigation Works Extraordinary ..	199,787	0	80,667	38	—	—	119,119	62
6. Public Works Annually Recurrent ..	2,068,722	0	1,378,188	13	—	—	690,533	87
7. Public Works Extraordinary ..	2,624,511	0	677,017	91	—	—	1,947,493	9
8. Military Expenditure ..	560,116	0	384,840	27	—	—	175,275	73
9. Public Debt ..	3,219,552	0	1,765,289	56	—	—	1,454,262	44
10. Pensions ..	1,245,225	0	1,862,984	60	617,759	60	—	—
11. Exchange ..	6,250	0	—	—	—	—	6,250	0
12. Miscellaneous Services ..	564,470	0	1,482,889	45	918,419	45	—	—
Total Expenditure chargeable to Revenue ..	29,313,374	0	21,781,056	24	1,536,179	5	9,068,496	81
13. Expenditure chargeable to Revenue pending raising of Loan Funds ..	—	—	474,524	88	474,524	88	—	—
Grand Total ..	29,313,374	0	22,255,581	12	2,010,703	93	9,068,496	81
							Deduct over-expenditure ..	2,010,703 93
							Nett under-expenditure ..	7,057,792 88



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

IT is hereby notified for general information that the registration of the following Co-operative Societies having been cancelled under section 33 of Ordinance No. 34 of 1921, the privileges conferred on them by section 26 of the said Ordinance have lapsed:—

Colonial Secretary's Office,  
Colombo, May 4, 1926.

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

## CO-OPERATIVE SOCIETIES REFERRED TO.

Name of Society.	Registered No.	Date of Registration.	Date of Cancellation.	Reasons for Cancellation.
Galboda and Kinigoda Korales Co-operative Society	4	March 11, 1913	October 23, 1925	This society has failed to carry on its work satisfactorily
Mawata Pattu Co-operative Society	97	January 16, 1918	do.	This society has failed to carry on its work satisfactorily owing to lack of interest on the part of members
Kanduaha Pattu Co-operative Society	96	January 11, 1918	do.	do.
Kandyan Association Co-operative Society	69	December 5, 1916	do.	This society has failed to carry on its work satisfactorily
Uda Dumbara Co-operative Society	42	September 16, 1914	April 28, 1926	This society has been unable to carry on its work satisfactorily owing to its area of operation being too large
Trincomalee Public Service Co-operative Supply Society	254	August 11, 1924	do.	Voluntarily dissolved as the society was unable to carry on its work satisfactorily

## NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply on rail at Colombo of Milchar rice No. 1 quality, for the Government Salterns at Elephant Pass, in the Jaffna District, and Palavi in the Puttalam District, from June 16 to September 15, 1926.

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

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

4. Tenders should be marked "Tender for Supply of Rice to the Salt Department" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 1, 1926.

5. Tenders are to be made upon forms which will be supplied on application at the Office of the Salt Adviser, Tilton, Ward place, Colombo, and no tender will be considered unless it is on the recognized form. Alterations must be initialled otherwise the tenders may be treated as informal and rejected.

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

7. Samples of rice tendered for are to be deposited in sealed bottles at the Office of the Salt Adviser, Tilton, Ward place, Colombo, not later than 4 P.M., on May 31, 1926, labelled with the name of the tenderer and a description of the rice.

8. Security of Rs. 500 for the due fulfilment of the terms of the contract must be deposited at the General Treasury, Colombo, by the successful tenderer, which security will be liable to be forfeited in the event of the tenderer being unable to carry out his contract in a satisfactory manner, and he will render himself liable to be entered in the list of defaulting contractors precluded from having any concern in a Government contract. All other necessary information can be ascertained on application at the Office mentioned in paragraph 5.

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

10. 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 Salt Adviser, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

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

Office of the Salt Adviser,  
Colombo, May 11, 1926.

T. G. HUNTER,  
Acting Salt Adviser.

**TENDERS** are hereby invited for the purchase and removal of about 100 tons scrap iron, which can be inspected at the Government Factory, Colombo.

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 Scrap Iron" 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 Friday, May 28, 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. Tenders must be on forms which may be obtained at the office of the Factory Engineer, Government Factory, Colombo, and no tender will be considered unless it is furnished on the recognized form thus obtained.

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

7. 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 fail to enter into the contract within ten days of receiving notice in writing from the Factory Engineer, Colombo, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

9. The successful tenderer will be required to remove all the iron purchased by him within thirty days of signing the contract.

10. Contracts shall not be assigned or sublet without the authority of the Tender Board.

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

12. No 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 Factory Engineer, for reasons which appear to him sufficient, objects after giving due notice of his objection, in writing.

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

14. The full amount of the purchase money must be paid to the Director of Public Works on the same day as the contract is signed as mentioned in paragraph 9, and none of the iron purchased will be allowed to be removed until this amount has been duly paid over.

S. J. KIRBY,

Public Works Office, for Director of Public Works.  
Colombo, May 12, 1926.

**SCHEDULES** of rates are hereby invited for repairs to District Judge's Bungalow, Negombo.

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

3. The 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, Negombo, 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, Negombo, in duplicate, duly signed and dated, and forwarded in

securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Negombo, endorsed on the outside "Schedule of Rates for Repairs to District Judge's Bungalow, Negombo," so as to reach the offices of the foregoing officers on or before 12 noon on May 22, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

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

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

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

8. No contract will be entered into with any person whose name is in 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,

Public Works Office, for Director of Public Works.  
Colombo, May 12, 1926.

**SCHEDULES** of rates are hereby invited for cooly lines, Experiment Station, Anuradhapura.

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

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 Provincial Engineer, North-Central Province, Anuradhapura, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the Provincial Engineer, North-Central Province, Anuradhapura, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Central Province, Anuradhapura, and the duplicate addressed to the District Engineer, Anuradhapura, endorsed on the outside "Schedules of Rates for Cooly Lines Experiment Station, Anuradhapura," so as to reach the offices of the foregoing officers on or before 12 noon on May 22, 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, Anuradhapura, 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, North-Central Province, Anuradhapura, 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.

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

Public Works Office,  
Colombo, May 12, 1926.

**TENDERS** are hereby invited for the services named in the schedule hereunder for the period of one or two or three years commencing from October 1, 1926.

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

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

4. Tenders should be marked "Tender for Diets, — Hospital," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 15, 1926.

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

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

7. If required, samples must be deposited.

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

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

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

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

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

13. The contract shall be entered into by the contractor with the Head of the Department, acting for and on behalf of His Majesty the King, and the designation of such officer

shall mean and include the officer for the time being holding such office and his successors in office for the time being under the Government of Ceylon.

14. Any further information can be obtained on application to the Director of Medical and Sanitary Services, Colombo.

J. F. E. BRIDGER,  
Director of Medical and Sanitary Services.  
Colombo, May 8, 1926.

SCHEDULE REFERRED TO.

Services.	Tender Deposit. Rs.	Security. Rs.
Supply of cooked provisions, with milk to the following institutions:—		
Balapitiya ..	150	300
Deniyaya ..	400	800
Elpitiya ..	200	400
Hambantota ..	100	200
Matara ..	250	500
Tangalla ..	100	200
Tissamaharama ..	200	400
Udugama ..	400	800

**TENDERS** are hereby invited for the privilege of selling refreshments, &c., on the platforms to third class passengers at Polgahawela from date of acceptance to September 30, 1927, from persons willing to tender for the same.

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

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

4. Tenders should be marked "Tender for the Privilege of selling Fruits, &c., in the Platform to Third Class Passengers," in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 8, 1926.

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

6. A deposit of Rs. 10 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. The amount of security required will be a months' rent in cash. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

9. Sales will not be allowed for the Night Mail Trains.

10. A maximum number of eight salesmen will be allowed for all platforms, but not more than four will be allowed to attend on any one train.

11. The contract is on no account to be assigned or sublet without the authority of the Tender Board.

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

13. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled, and any offers received containing conditions not mentioned herein will be rejected without question.

14. 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.

15. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence, if called for.

16. No structure of any kind will be allowed to be erected on the platform.

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

18. No passes on Railway will be issued in connection with this service.

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 Crown defaulting contractors or any other person to whom the General Manager, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

D. McMILLAN,  
Acting General Manager.

General Manager's Office,  
Colombo, May 8, 1926.

**TENDERS** are hereby invited for the work of repairing the six huts occupied by the patrols of the salt storage platform, Puttalam.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words "Tender for Repairing the Huts occupied by the Six Patrols of the Salt Storage Platform Puttalam," and should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 1 P.M. on May 20, 1926.

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

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

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

6. The work should be completed within one month after the contract was entered into.

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

#### *Description of the Work to be Done.*

All the decayed or otherwise worthless cadjan, timber, and other materials that are on the buildings now should be removed and replaced by new and sound materials.

The roofs of the patrols' huts should all be repaired and re-thatched with new cadjans. Pootus should be placed on the roofs to serve as weights.

The walls to be plastered and whitewashed. The doors and windows including the frames should be painted with red paint.

The zinc gutter of 16 ft. by 2½ ft. should be provided for each roof.

K. SOMASUNTHARAM,  
Puttalam, May 10, 1926. for Assistant Government Agent.

**TENDERS** are hereby invited for the dieting of prisoners in Fiscal's custody at the Chilaw Jail for the period commencing from October 1, 1926, and terminating September 30, 1927.

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 Dieting Remand Prisoners, Chilaw Jail" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 22, 1925.

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

6. A cash deposit of Rs. 100 will be required to be made at any Kachcheri or at the Chilaw Treasury, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned after signature of the contract.

7. Samples must be deposited, if required.

8. The successful tenderer will be required to furnish cash security in Rs. 100 and to sign a bond for Rs. 500, with two sureties for a like amount, for the due fulfilment of the contract. The names of the sureties should be forwarded with the tender.

9. The contract may not be assigned or sublet without the authority of the Tender Board.

10. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, nor shall the contractor employ any person to whom the Fiscal, North-Western Province, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. The contractor shall not issue power of attorney to any person whose name is on the list of Crown defaulting contractors for carrying on work under the contract.

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

12. Particulars in regard to dieting are as follows:—

Three meals to be served per day as specified below at the hours stated—

6 A.M. : Morning meal—

Tea with sugar.  
Hoppers, three.

11 A.M. : Breakfast—

One measure boiled rice.  
Curry, beef or fish.  
Curry, vegetable or dhall.

4.30 P.M. : Dinner—

One measure boiled rice (heaped).  
Curries, as at breakfast.

13. The contractor shall supply cooked meals and deliver the meals at the Chilaw Jail. He may also be required to deliver a stated number of breakfasts at the Chilaw Police Court.

14. Tenders should quote rate per head per meal. Such quotation should be written both in words and figures.

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

16. All other necessary information can be ascertained on application at the Office of the Deputy Fiscal, Chilaw.

Fiscal's Office,  
Kurunegala, May 7, 1926.

H. W. CODRINGTON,  
Fiscal.

## SALE OF UNSERVICEABLE ARTICLES, &amp;c.

THE following confiscated and unclaimed articles will be sold by public auction on Tuesday, the 18th instant, at 1 P.M. at the Police Court, Kalutara:—

Case No.	Description of Articles.	Case No.	Description of Articles.
11960	Pointed iron rod	14190	Glass and bottle.
12808	Cloth and jacket	13938	Mat bag with little scrap rubber
13155	Tapping knife, banian, and bucket.	13963	Chintz cloth
14473	170 lbs. of rubber	13963	Chintz cloth, white skirt jacket.
12834	1 silver button	13810	Shirt
13422	1 manna box, 2 manna knives	13861	1 silk handkerchief
12296	Some plumbago in a bag	13873	1 banian
13369	2 mats (old)	13941	1 penknife
13442	Banian	13567	1½ lb. scrap rubber and vetty cloth
14978	Rice pounder	13675	2 sheets of rubber, 1 bottle acetic acid, 1 sarong cloth, wooden box
14765	Axe, katty, fire-wood	13711	About a roll of old barbed wire
14612	15 sheets of rubber	13760	Vetty cloth and 2 table knives
14520	Cloth.	13742	Alavangoe and hakgedia
14515	1 towel		Other sundries
14347	4 mats, bottle lamp, 1 cap, 1 sarong, white cloth, 3 towels		
14361	Mat bag with little scrap rubber.		
14310	Clasp knife.		

Police Court,  
Kalutara, May 3, 1926.

S. D. DHONDY,  
Police Magistrate.

NOTICE is hereby given that the under-mentioned confiscated and unclaimed productions lying in this Court will be sold by public auction at the premises on May 29, 1926, at 11 A.M.:—

Case No.	Description of Articles.	Case No.	Description of Articles.
15658	1 katty	18128	1 katty
15888	1 sarong, 1 shawl, and 1 empty bottle	18136	1 deer skin
17032	1 axe	18328	9 coconuts
17234	5 coconuts	18362	35 coconuts
17220	1 katty	18417	1 wooden box
17342	1 katty	18434	12 coconuts
17481	1 sarong	18506	1 katty
17541	1 katty	18538	2 iron bars
17570	1 mamoty	18580	1 sarong
17631	5 coconuts	18451	1 katty and 2 empty bottles
17679	1 katty	18485	1 mamoty 1 banian, 1 rack, and 1 teapoy.
17801	1 katty	18667	1 katty
17816	1 net	18714	1 katty
17982	1 sarong	18778	1 katty
17999	1 katty	18824	1 katty
18059	1 belt	18891	1 small woden box
18111	1 sarong	18905	1 trunk, 1 small brass box, 1 chisel, and 18 silver amulets.
18123	1 wooden box, 2 brass lamps, 1 brass spittoon, and 1 brass chatty.		

Dandagamua, May 8, 1926.

S. P. WICKRAMASINGHE,  
Police Magistrate.

## VITAL STATISTICS.

## Registrar-General's Health Report of the City of Colombo for the Week ended May 8, 1926.

**Births.**—The total births registered in the city of Colombo in the week were 128 (1 European, 8 Burghers, 85 Sinhalese, 14 Tamils, 15 Moors, 4 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1926, viz., 257,473) was 25.9, as against 24.3 in the preceding week, 28.6 in the corresponding week of last year, and 29.9 the weekly average for last year.

**Deaths.**—The total deaths registered were 103 (3 Europeans, 4 Burghers, 57 Sinhalese, 23 Tamils, 10 Moors, and 6 Others). The death-rate per 1,000 per annum was 20.9, as against 22.9 in the previous week, 25.4 in the corresponding week of last year, and 30.3 the weekly average for last year.

**Infantile Deaths.**—Of the 103 total deaths, 22 were of infants under one year of age, as against 24 in the preceding week, 24 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 9.

**Principal Causes of Death.**—1. Eleven deaths from *Phthisis* were registered, 5 in Maradana hospitals (including 3 deaths of non-residents), 2 in Kotahena North, and 1 each in Pettah, New Bazaar, Slave Island, and Wellawatta South, as against 9 in the previous week, and 14 the weekly average for last year.

2. (a) Eight deaths from *Pneumonia* were registered, 5 in Maradana hospitals (including 2 deaths of non-residents), and 1 each in Kotahena South, New Bazaar, and Maradana North, as against 13 in the previous week, and 18 the weekly average for last year.

(b) Three deaths from *Bronchitis* were registered, 1 each in Kotahena South, Slave Island, and Kollupitiya, as against 6 in the previous week, and 5 the weekly average for last year.

(c) One death from *Influenza* was registered in San Sebastian, as against 5 in the previous week, and 5 the weekly average for last year.

3. Three deaths from *Enteric Fever* were registered, 1 each in Maradana hospital (of a non-resident), Maradana North, and Slave Island, as against 4 in the previous week, and 6 the weekly average for last year.

4. Nine deaths were registered from *Infantile Convulsions*, 6 from *Debility*, 3 from *Diarrhoea*, 2 each from *Dysentery* and *Enteritis*, 1 each from *Tetanus* and *Puerperal Septicaemia*, and 53 from *Other Causes*.

5. Nineteen cases of *Chickenpox*, 12 of *Measles*, and 6 of *Enteric Fever* were reported during the week, as against 58, 14, and 6, respectively, of the preceding week. No case of *Plague* was reported either this week or in the preceding week.

**State of the Weather.**—The mean temperature of air was 82.6°, against 84.0° in the preceding week and 82.1° in the corresponding week of the previous year. The mean atmospheric pressure was 29.853 in., against 29.882 in. in the preceding week, and 29.784 in. in the corresponding week of the previous year. The total rainfall in the week was 2.07 in., against 0.04 in. in the preceding week, and 4.98 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, May 11, 1926.

P. D. RATNATUNGE,  
for Registrar-General.



## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF THE MORAGALLA ESTATES COMPANY, LIMITED.

1. The name of the Company is "The MORAGALLA ESTATES COMPANY, LIMITED."
2. The registered office of the Company is to be established at Paragoda Estate Factory, Imaduwa, Post Office.
3. The objects for which the Company is to be established are—
  - (a) To purchase the Moragalla estate and other lands and property belonging to the heirs of the late Mr. Edward de Silva Amarasuriya, as on and from January 1, 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 or 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, and 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 agreements 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 any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
  - (i) To enter into any agreement with any company or person for the working of any factory, erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market, tea, rubber, cacao, coconut, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places in such manner and places and in such manner as shall be deemed expedient.
  - (k) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products, or produce for manufacture manipulation, and (or) sale.
  - (l) To buy, sell, warehouse, transport, trade, and deal, in tea rubber, coconut, 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.
  - (m) 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 mines, 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.
  - (n) To establish and carry on a dairy farm, and to buy and sell live stock, and deal in milk and dairy produce, wholesale or retail.
  - (o) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world, agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
  - (p) To cultivate, manage, and superintend estates, and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvements, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
  - (q) 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.
  - (r) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought fit.

- (s) 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.
- (t) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purpose of the Company.
- (u) To unite, co-operate, amalgamate, or enter into partnership or any agreement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any share, stock, or other interest in any such Company, and to promote the formation of any such Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of property suitable for the purpose of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other Company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z1) 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.
- (z2) 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, 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 share either fully or partly paid up for such purpose.
- (z3) 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 or any kind sold or otherwise disposed of by the Company in money or 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,
- (z4) 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.
- (z5) 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 Three hundred thousand Rupees (Rs. 300,000), divided into Twenty-four thousand (24,000) shares of Twelve Rupees and cents fifty (Rs. 12.50) 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.

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 Address of Subscriber.	Number of Shares taken by each Subscriber.
T. AMARASURIYA, Unawatuna, Galle	One
D. AMARASURIYA, Galle	One
R. AMARASURIYA, Galle	One
REMUS AMARASURIYA, Galle	One
RUFUS AMARASURIYA, Galle	One
F. L. DE SILVA, Galle	One
AMY AMARASURIYA, Galle	One
Total Shares taken	Seven

Witness to the above seven signatures at Galle, this Twenty-fourth day of February, 1926.

M. C. E. DE SILVA,  
Proctor, Supreme Court, Galle.

## ARTICLES OF ASSOCIATION OF THE MORAGALLA ESTATES 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 meaning be inconsistent with the subject or context, viz. :—

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

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

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

"Capital" means the capital for the time being raised or authorized to be raised for the purpose 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, to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and if the whole of the shares shall not have been subscribed, applied for, or allotted, as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

3. The business of the Company shall be carried on by or under the management or direction of the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire the Moragalla estate, and other lands and properties belonging to the heirs of the late Mr. Edward de Silva Amarasuriya, it shall be no objection that the vendors are in a fiduciary position to the Company, or that there is no independent Board of Directors, nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

## CAPITAL.

4. The nominal capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into Twenty-four thousand (24,000) ordinary shares of Rupees Twelve and cents fifty (Rs. 12·50) 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 shares shall be allotted in terms of the award of Mr. M. W. H. de Silva, dated December 14, 1925, but the Directors, may from time to time issue any unissued shares and may add to such share 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.

9. 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 rights to the dividends and in the distribution of the assets of the Company, and with a special or without any right of voting.

10. 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.

11. 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.

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

13. 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 in 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.

14. 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.

15. The Company shall not be bound to recognise (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or other rights 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 40 to become a Shareholder in respect of any share.

16. 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. 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.

18. If any certificate shall 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.

#### CALLS.

19. 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.

20. 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.

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

22. 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 the payment of any call or part thereof on such terms as the Directors may determine. But no Shareholder shall be entitled to such extension except as a matter of grace or favour.

23. 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 sum 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 said 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.

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

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

26. 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.

27. A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor; but save as aforesaid and save as provided by clause 33 hereof, no share shall be transferred to a person who is not a member so long as any member or any person selected by the Directors as one whom it is desirable in the interest of the Company to admit to membership is willing to purchase the same at a fair value.

28. Except where transfer is made pursuant to clause 27 hereof, the person proposing to transfer any share (hereinafter called the proposing transferor) shall give notice in writing (hereinafter called the transfer notice) to the Company that he desires to transfer the same. Such notice shall specify the sum at which he is willing to sell the same, and shall constitute the Company, his agent for the sale of the share to any member of the Company or person selected as aforesaid at the price so fixed. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

29. If the Company shall be unable to find a member or person selected as aforesaid willing to purchase the shares at the price fixed by the proposing transferor, the Company may have the fair value of the share fixed by the Auditors in accordance with these articles, and may call on the proposing transferor to elect within a period of fourteen days from the date of such notice whether he will sell such share at the price so fixed, and the proposing transferor shall within such period elect by notice in writing served on the Company whether he will sell such share at the fair value fixed as aforesaid or retain such share, and if he fail to notify the Company within such period as aforesaid, he shall be deemed to have elected to retain such share.

30. If the Company shall, within a space of sixty days after being served with a transfer notice, find a member or person or persons selected as aforesaid willing to purchase the share at the price fixed by the proposing transferor, or if in the case of the fair value of the share being fixed by the Auditors as provided in the clause 29 hereof, and the proposing transferor elected to sell such share at the fair value so fixed, the Company shall within a space of sixty days after being served with such notice of election, find a member or person selected as aforesaid willing to purchase the share at such fair value, and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fixed price by him or such fair value as the case may be to transfer the share to the member selected by the Company as aforesaid (hereinafter called the purchasing member).

31. A certificate in writing signed by the Auditor or Auditors stating the sum which in his opinion is a fair value of any such share as aforesaid shall be final and conclusive as to the fair value of such share.

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

33. If the Company shall not within a space of sixty days after being served with the transfer notice, or within sixty days of service of the notice of election under clause 29 hereof, as the case may be, find a member or person selected as aforesaid, willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall, at any time within three calendar months thereafter be at liberty, subject to clause 35 hereof, to sell and transfer the share or shares (or those not placed by the Company) to any person, and at any price not being less than the price fixed by the proposing transferor under clause 28 hereof, or the fair value fixed under clause 29 hereof, as the case may be. If, however, the proposing transferor shall have elected to retain the share as provided by clause 29 hereof, he shall not be entitled to sell the same without first giving fresh transfer notice in accordance with the provisions of clause 28 hereof.

34. Any share of a deceased member may be transferred by his executors or administrators to any person to whom such deceased member may have specifically bequeathed the same, and any such share or any share devolving on death on the personal representative of a deceased member shall be subject to the same restrictions as regards transfer as the share was subject to in the hands of the deceased member.

35. The Company in General Meeting may make and from time to time vary rules as to the mode in which any share specified in any transfer notice given to the Company pursuant to clause 28 hereof, shall be offered to the members hereof, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same.

36. 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.

37. 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.

38. 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.

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

40. Any curator 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 the transfers hereinbefore contained, transfer the same to some other person.

41. If any person who shall become entitled to be registered in respect of any share under clause 40 shall not, from any cause whatever, within 12 calendar months after the event of 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 share of such deceased Shareholder, the Company may sell such shares in terms of these Articles 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.

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

43. If any Shareholder fails to pay any call or instalment 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 interests that may have accrued and all the 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 call was made or instalment is payable will be liable to be forfeited. In 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 the 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.

44. 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, interests, 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.

45. 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 such terms and in such manner as the Board shall think fit.

46. The surrender or forfeiture of a share shall involve the extinction of all the 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.

47. 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 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 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.

48. 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 reallocated, or otherwise disposed of under Article 45 hereof, shall be redeemable after sale or disposal.

49. 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 time 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 lien.

50. Such charge or lien may be made available by a sale of all or any of these shares subject to it, provided that no such sale shall be made except under the 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 a lien exists be in England or elsewhere abroad, sixty-days' notice shall be allowed him.

51. The nett proceeds of such sale 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 representative.

52. The certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 50 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

53. 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.

54. 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 payment of capital, or both, or any such other special privilege or advantage or any share 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 which 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.

55. If at any time by the issue of preference shares or otherwise the capital be divided into shares of different classes, then the holder 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 resolution could have been affected without it.

56. 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 effected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any member personally present and entitled to vote at the meeting.

#### BORROWING POWERS.

57. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances and the produce in hand or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purpose of the Company, provided that the moneys so borrowed or raised, and owing at any one time shall not without the sanction of a General Meeting exceeding Rupees Twenty thousand (Rs. 20,000).

58. 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 of the Directors 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.

59. 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.

60. 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, drawing, allotment of shares or otherwise.

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

#### GENERAL MEETING.

62. 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.

63. 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.

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

65. 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 or 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.

66. 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 receipt of such requisition, the Directors shall forthwith proceed to convene the 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.

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

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

69. 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 the business of the meeting, shall be given by advertisement 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 two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convened the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.

70. Every Ordinary General Meeting shall be competent, without special notice having been given of the purpose of 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 be also competent to enter upon, discuss, or transact any business whatsoever of which special mention shall have been given in the notice or notices upon which the notice was convened.

71. 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 67.

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

73. 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 be 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.

74. The Chairman, if any, of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary, or 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 Chair.

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

76. 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.

77. 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.

78. 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 the 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. A power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder duly appointed on that behalf.

79. If at any meeting a poll be demanded by any 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 place 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 at such meeting.

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

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

82. On a show of hands every Shareholder present in person shall have one vote; where the 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.

83. 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 registered as a Shareholder.

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

85. 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 a 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 is acquired by transfer, unless he had been registered as the holder of the share in respect of which he claims to vote, at least one month previous to the time of holding the meeting at which he proposes to vote.

86. 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.

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

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

*The Moragalla Estates 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 \_\_\_\_\_.

89. 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 objections have been made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

91. The number of Directors shall never be less than two or more than six; but this clause shall be construed as being directory only and the continuing Directors or Director may act notwithstanding any number of vacancies. The qualification of a Director shall be his holding in his own right at least one hundred fully paid shares in the Company, and this qualification shall apply as well to the first Directors as to all future Directors.

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

93. The first Directors shall be Messrs. T. Amarasuriya, D. Amarasuriya, and G. Amarasuriya.

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.

94. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, Managing Director 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 or Agent, or Visiting Agent, or Superintendent.

The Director 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.

95. 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 96.

96. 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.

97. 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. The retiring Director shall be eligible for re-election.

99. 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 to a subsequent Ordinary General Meeting.

100. 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.

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



102. 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.

103. 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.

104. The Company may, by special resolution, remove any Directors 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.

105. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company for 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 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 or any security in or upon which any other 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 affects 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 shall happen through his wilful act or default.

106. 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.

107. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place or 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 for the office.
- (e) If he resigns his office under the provisions of clause 103.
- (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 his entering into any contract with or doing any work for the Company, or by reason of his being a member of any corporation, company or firm, which has entered into any contract with or done any work for the Company, or by reason of his being Agent or Secretary, Solicitor or Broker, or being a member of a firm who are Agents or Secretaries, Solicitors or Brokers of the Company; nevertheless he shall disclose to the Directors his interest in any contract, work, or business in which he may be personally interested, and shall not vote in respect of any matter connected with such contract, work, or business.

#### POWERS OF DIRECTORS.

108. The Directors shall have power to carry into effect the acquisition of the said Moragalla estate and other lands and property belonging to the heirs of the late Mr. Edward de Silva Amarasuriya, and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

109. The business of the Company shall be managed by the Directors, either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company, to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors 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 and 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.

110. 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.

111. 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.

112. 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.

113. 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.

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

115. 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 as 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 the end.

116. 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 and demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company, in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company, for the time being or any other person or Company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally 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.

117. 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.

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

119. 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 in that case the Directors present shall choose one of their number to be Chairman of such meeting.

120. 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.

121. 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 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.

122. 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.

123. 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.

124. 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.

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

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

126. 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 the 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.

#### ACCOUNTS.

127. 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 sums of money 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.

128. 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 the books of the Company or if 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.

129. At the Ordinary General Meeting in every year Directors shall lay before the Company a statement of 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.

130. 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 expenses of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in cases where any item of expenditure which may in fairness be distributed over several years as been incurred in any one year, the whole account 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.

131. 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.

132. 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.

133. A 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.

134. 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.

135. 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.

136. 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 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.

137. 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.

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

139. If any vacancy that may occur in the office of Auditor shall not be 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.

140. 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.

141. 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 day time have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

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

142. 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 the nett profits.

143. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders on account, and in anticipation of the dividend for the then current year, provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

144. The Directors may, before recommending any dividend or bonus set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they may select or place the same in a 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.

145. 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, or by the distribution of specific assets and in particular of paid-up shares, debentures, or debenture stock of the 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

directions, 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.

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

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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.

153. 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.

154. 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.

155. All notices directed to be given to the 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.

156. 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.

157. Any Shareholder who fails to give and register an address in Ceylon as provided in Article number 153 shall not be entitled to be given any notices.

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

158. 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.

159. 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, 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 purchasing the 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 purposes of an Arbitration as in the sub-section (6) of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

T. AMARASURIYA.

D. AMARASURIYA.

R. AMARASURIYA.

REMUS AMARASURIYA.

RUFUS AMARASURIYA.

F. L. de SILVA.

AMY AMARASURIYA.

Witness to the above seven signatures at Galle, this Twenty-fourth day of February, 1926:

[Third Publication.]

M. C. E. DE SILVA,  
Proctor, Supreme Court, Galle.

## MEMORANDUM OF ASSOCIATION OF THE CEYLON BRUSH MANUFACTURING COMPANY, LIMITED.

*not Publication* The name of the Company is "THE CEYLON BRUSH MANUFACTURING COMPANY, LIMITED."

2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
  - (a) To carry on the business of manufacturers and dealers in brushes, wood, fibre, wire, rubber, and all or any materials and things used for or in connection with the manufacture of brushes by patent or other process, and all or any articles and things from time to time usually made or sold as associated with or auxiliary to the business of such manufacturers and dealers as aforesaid, or for which the machinery, plant, and staff of the Company as such manufacturers and dealers as aforesaid may be conveniently used.
  - (b) To carry on the business of manufacturers and dealers in wood work, metal work, and cabinet making or any other matter, articles, or things similar or analogous to the foregoing or any of them connected therewith.
  - (c) To erect, construct, establish, and maintain houses, warehouses, offices, shops, stores, for stocking and storing and warehousing, or as places for the sale and disposal of different articles of produce of the Company, or any such produce, articles, or merchandise, as the Company may deal in.
  - (d) To acquire and deal with the property following:—
    - (1) The business property and liabilities of any company, firm, or person carrying on any business within the objects of this Company.
    - (2) Lands, buildings, easements, and other interests in real estate.
    - (3) Plant, machinery, personal estate, and effects.
    - (4) Patents, patent rights or inventions, copyrights, designs, trade marks, or secret processes.
    - (5) Shares or stock or securities in or of any company or undertaking the acquisition of which may promote or advance the interests of this Company.
  - (e) To perform or do all or any of the following operations, acts, or things.
    - (1) To pay all the costs charges and expenses of the promotion and establishment of the Company.
    - (2) To sell, let, dispose of, or grant rights over all or any property of the Company.
    - (3) To erect buildings, plant, and machinery for the purposes of the Company.
    - (4) To make experiments in connection with any business of the Company and to protect any inventions of the Company by letters patent or otherwise.
    - (5) To grant licences to use patents, copyrights, designs, or secret processes of the Company.
    - (6) To manufacture plant, machinery, tools, goods, and things for any of the purposes of the business of the Company.
    - (7) To draw, accept, and negotiate bills of exchange, promissory notes, and other negotiable instruments.
    - (8) To underwrite the shares, stock, or securities of any other Company and to pay underwriting commissions and brokerage on any shares, stock, or securities issued by this Company.
    - (9) To borrow money or to receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable) mortgage, or other security charged on the undertaking or all or any of the assets of the Company, including uncalled capital.
    - (10) To lend money, or with or without security, and to invest money of the Company in such manner (other than in the shares of this Company) as the Directors think fit.
    - (11) To enter into arrangements for joint working in business or for sharing profits, or for amalgamation with any other company, firm, or person carrying on business within the objects of this Company.
    - (12) To promote companies.
    - (13) To sell the undertaking and all or any of the property of the Company for cash, or for stock, shares, or securities of any other company, or for other consideration.
    - (14) To pay for any lands and real or personal, immovable and movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
    - (15) To provide for the welfare of persons employed or formerly employed by the Company, or any predecessors in business of the Company, and the wives, widows, and families of such persons by grants of money or other aid or otherwise as the Company shall think fit.
    - (16) To subscribe to, or otherwise aid, benevolent, charitable, national, or other institutions, or objects of a public character, or which have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.
    - (17) To distribute in specie assets of the Company properly distributable amongst its members.
  - (f) To do all or any of the things hereinbefore authorized either alone, or in conjunction with, or as factors, trustees, or agents for others, or by or through factors, trustees, or agents.
  - (g) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the Shareholders is limited.
5. The share capital of the Company is Rs. 200,000 divided into 2,000 shares of Rs. 100 each, with power for the Company to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without any preference, priority, or special privilege, or subject to any postponement of rights, or to any conditions or restrictions, and so that unless the conditions of issue shall otherwise expressly declare every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
HENRY L. DE MEL, Colombo .. .. .	One
CECIL F. HUTCHINSON, Colombo .. .. .	One
R. F. S. DE MEL, Colombo .. .. .	One
ERNEST A. E. DE SILVA, Colombo .. .. .	One
S. F. H. PERERA, Colombo .. .. .	One
A. L. JAYEWICKREMA, Colombo .. .. .	One
FREDRICK SALGADO, Colombo .. .. .	One
Total Shares taken .. .. .	Seven

Witness to all the above signatures, this Tenth day of March, 1926 :

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

#### ARTICLES OF ASSOCIATION OF THE CEYLON BRUSH MANUFACTURING 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 meaning be inconsistent with, or repugnant to, the subject or context, viz. :—

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

#### BUSINESS.

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

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

#### CAPITAL.

4. The nominal capital of the Company is Two hundred thousand rupees divided into 2,000 shares of Hundred rupees (Rs. 100) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges or conditions attached thereto as such resolution shall direct.

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

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

## SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CALLS.

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

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

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

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

25. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any

time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, eight per centum per annum.

#### TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

#### TRANSMISSION OF SHARES.

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

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

36. If any person who shall become entitled to be registered in respect of any share under clause 35, shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if, in the case of 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 annual the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption



money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

#### PREFERENCE SHARES.

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

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

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

#### BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances as they may be find necessary or expedient for the purpose of defraying the expenses or working the Company's business or of erecting, maintaining, improving, or extending buildings, machinery, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not without the sanction of a General Meeting, exceed Rupees Twenty thousand (Rs. 20,000).

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

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

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

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

#### GENERAL MEETINGS.

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

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

59. 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.

60. The Directors may, whenever they think fit, call an Extraordinary General Meeting of the Company, and the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate one-eighth part of the shares of the Company for the time being subscribed for.

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

Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and such times as the Shareholders convening the meeting may themselves fix.

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

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

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

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

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 one month previous to the time of holding the meeting at which he proposes to vote.

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

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

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

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

*The Ceylon Brush Manufacturing 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:

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

87. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding One thousand rupees (Rs. 1,000) 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 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 Mr. H. L. de Mel of Colombo, Mr. S. H. F. Perera of Galle, and Mr. C. F. Hutchinson of Amissawella, who will join the Board after allotment. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

89. One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, and (or) Agent or Agents of the Company, 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, Managing Director and (or) visiting Agent or Agents or Superintendents.

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

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

**ROTATION OF DIRECTORS.**

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

91. The 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.

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

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

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

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

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

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

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

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

100. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expenses happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be

invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

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

#### DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

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

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

#### POWERS OF DIRECTORS.

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

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 122 for such a period and or such terms, as they shall determine; and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the purchase, or acquisition of the said business and otherwise, in or about the working and business of the Company.

105. The Directors shall have power to make, and may make such rules or regulations for the management of the business and property of the Company, as they may from time to time think proper, and shall carry on the business of the Company in such manner, as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, 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.

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 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 and effects of the Company, or any part of 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.

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 of 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 purpose thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers and from time to time to vary or realize such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions, as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion, shall think fit.

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

#### AGENTS AND SECRETARIES.

122. The firm of Messrs. H. L. De Mel & Company shall be the first Agents and Secretaries of the Company

#### ACCOUNTS.

123. The Agent or Secretary or the Agents or Secretaries, for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors, shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such

sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company, as the Directors think fit.

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

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

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

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

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

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

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

#### AUDIT.

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

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

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

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

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

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

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

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

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

139. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders on account, and in anticipation of the dividend for the then current year provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

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

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

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

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

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

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

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

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

#### NOTICES.

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

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

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

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

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

153. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 149, shall not be entitled to be given any notices.

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

#### 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, 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192, of the aforewritten Companies (Consolidation) Act, and the said section 192 save as herein excepted shall be deemed to be part and parcel of these present Articles.

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

HENRY L. DE MEL, Colombo

CECIL F. HUTCHINSON, Colombo

R. F. S. DE MEL, Colombo

ERNEST A. E. DE SILVA, Colombo

S. F. H. PERERA, Colombo

A. L. JAYEWICKREMA, Colombo

FREDERICK SALGADO, Colombo

Witness to all the above signatures this Tenth day of March, 1926:

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

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

- Memorandum*
1. The name of the Company is "THE ALPITAKANDE TEA AND RUBBER COMPANY, LIMITED."
  2. The registered office of the Company is to be established in Colombo.
  3. The objects for which the Company is to be established are—
    - (a) To purchase Alpitakande estate, situate in the Kandy 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 subsidise such.
    - (g) To enter into any arrangement or agreement with Government, or any authorities, and obtain rights concessions, and privileges.
    - (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company, and such other person or company or otherwise, and to lease any factory or other buildings from any Company or person.
    - (i) To enter into any agreement with any Company or person for the working of any factory erected or leased as provided in (h), or for the manufacture, and preparation for market of tea, rubber, or any other produce in such or any other factory.
    - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
    - (k) To buy, sell, warehouse, transport, trade and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
    - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
    - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
    - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
    - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
    - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
    - (q) To borrow or receive on loan money for the 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.



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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Rupees Three hundred thousand (Rs. 300,000) divided into Thirty thousand (30,000) 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.
C. S. BURNS, Colombo . . . . .	One
J. M. PITTENDRIGH, Colombo . . . . .	One
R. J. GREWAR, Colombo . . . . .	One
J. C. ROBINSON, Colombo . . . . .	One
J. W. OLDFIELD, Colombo . . . . .	One
A. R. NELSON, Colombo . . . . .	One
J. O'CONNELL, Colombo . . . . .	One
Total Shares taken . . . . .	<u>Seven</u>

Witness to all the above signatures at Colombo, this Fourteenth day of April, 1926:

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

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

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

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

## INTERPRETATION CLAUSE.

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

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

The "Ordinance" means and includes "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.

"Present 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 Three hundred thousand Rupees (Rs. 300,000) divided into 30,000 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 Shareholders is entitled, and limiting a time, within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for or services rendered to the Company, and that without offering the shares so allotted to the Shareholders.

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

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion 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 or 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 the case of the death of any one or more of the joint-holders of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

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

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

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

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

#### CALLS.

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

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

#### TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased Shareholder not being one of several joint 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 net 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 shares.

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

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

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

#### BORROWING POWERS.

52. The Directors shall have power 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 Thirty thousand (Rs. 30,000).

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 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 as 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 fifteen 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 by notice sent by post or in such other manner (if any) as may be prescribed by the

Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.

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

66. With the exception 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 up to ten, and to an additional vote for every ten shares beyond the first ten up to one hundred, and to an additional vote for every one hundred shares beyond the first hundred.

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

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

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

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

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

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

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

*The Alpitakande Tea and Rubber Company, Limited.*

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

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

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

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

DIRECTORS.

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

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

87. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Six hundred 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. J. W. Oldfield, A. W. Warburton-Gray and C. S. C. S. Burns of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

95. The Directors shall have power at any time, and from time to time, to appoint any other qualified person as a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of directors shall not at any time exceed the maximum number fixed. But any Director so appointed shall hold office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

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

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

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

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

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

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

## DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

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

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

## POWERS OF DIRECTORS.

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

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 122 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

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

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

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

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

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

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



- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or realize such investments.
- (f) To delegate any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon, or elsewhere, all or any of the powers or functions given to or exercisable by the Directors, and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

## PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

- (1) Of all appointments of (a) officers and (b) Committees made by the Directors.
- (2) Of the names of the Directors present at each meeting of the Directors.
- (3) Of the names of the members of the Committee appointed by the Board present at each meeting of the Committee.
- (4) Of all orders made by the Directors.
- (5) Of all resolutions and proceedings of all General Meetings of the Company.
- (6) Of the 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 Lee Hedges & 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 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 amounts 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 in fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company, that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

141. Any General Meeting may direct payment of any dividend or bonus declared at such meeting or of any interim dividends or bonuses which may subsequently be declared by the Directors, wholly or in part, by means of drafts or cheques on London, or by the distribution of specific assets and in particular of paid-up shares, debentures, or debenture stock of the Company or of any other Company, or in any other form of specie, or in anyone 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 notices may be sent.

151. All notices directed to be given to Shareholders shall, with respect to any share to which persons are jointly entitled, other than a firm, be given to whichever of such person 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 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 :

C. S. BURNS, Colombo.

J. M. PITTENDRIGH, Colombo.

R. J. GREWAR, Colombo.

J. C. ROBINSON, Colombo.

J. W. OLDFIELD, Colombo.

A. R. NELSON, Colombo.

J. O' CONNELL, Colombo.

Witness to all the above signatures at Colombo, this Fourteenth day of April, 1926 :

[Second Publication.]

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

MEMORANDUM OF ASSOCIATION OF CEYLON TEAS, LIMITED.

1. THE name of the Company is "CEYLON TEAS, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
  - (a) To carry on the business of tea, coffee, cocoa, and general merchants, exporters, importers, indentors, brokers, commercial, financial, and forwarding agents, and dealers in foreign, and Island produce, and wares of all kinds.
  - (b) To plant, grow, prepare for market, export, import, manufacture, blend, and in any way deal in tea, coffee, cocoa, sugar, and other Island products, mustard, pickles, sauces, condiments of all kinds, preserves, and all or any other commodities and things, which may be conveniently used or manufactured in conjunction, with any of the above or any similar business or manufacture.
  - (c) To acquire, purchase, charter, hire, let on charter or hire, build, maintain and commission or otherwise employ steam and other ships or vessels, with all equipment and furniture and to employ same in the conveyance of persons, mails, goods, and otherwise.
  - (d) To carry on business as manufacturers of and dealers in corks, and all kinds of boxes and cases, wholly of card wood, metal or otherwise, casks, bottles, tins and other receptacles and as printers, colour printers, publishers and stationers.
  - (e) To carry on business as general carriers, railway and forwarding agents, warehousemen, and bonded store-keepers.
  - (f) To buy, sell, manufacture, repair, alter, and exchange, let on hire, import and export and deal in all kinds of articles and things which may be required for the purposes of any of the said businesses or commonly supplied or dealt in by persons engaged in any such businesses, or which may seem capable of being profitably dealt with, in connection with any of the said businesses.
  - (g) To carry on any other business whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the objects herein set out or any of them or any other businesses the carrying on of which the Company may think directly, or indirectly conducive to the development of any business of the company or calculated directly or indirectly to enhance, the value of, or render profitable any of the Company's property or rights.
  - (h) To purchase, take on lease or licence or in exchange, hire or otherwise acquire, hold, sell and deal in any real and personal property in Ceylon or elsewhere or right or easement in respect thereto as may be deemed expedient from time to time, and to acquire by purchase, lease, licence, or otherwise any rights, concessions or privileges which the Company may think necessary or convenient for the purposes of its business with power also to give mortgages or other charges or securities to secure the payment of the whole or part of the purchase money of any property so bought or acquired by the Company, and otherwise to manage, work, develop, and lease or mortgage the same, and for the purposes of the Company's business to purchase, acquire, and own absolutely or conditionally and upon and subject to any terms or take on lease or in exchange any lands, buildings, stores, shops, or wharves.
  - (i) To improve, and develop the resources of and turn to account the land, buildings, and rights for the time being of the Company.
  - (j) To apply for purchase or otherwise acquire any patents, brevets d'invention, licences, concessions, and the like conferring any exclusive or non-exclusive or limited right to use or any secret or other 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 this Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights, or information so acquired and any such patents, brevets d'invention, licences, concessions, and the like and also to apply for purchase, or otherwise acquire, use, turn to account and dispose of any copyrights, provisional, protections, designs or trade marks.
  - (k) To purchase, or otherwise acquire and undertake and extend the whole or any part of the business, goodwill property, and other assets and liabilities of any person or company carrying on any business which the Company is authorized to carry on or possessed of property suitable for any of the purposes of the Company.
  - (l) To enter into partnership, or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concessions or otherwise with any person or company carrying on or engaged in 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. And to lend money to guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company and to sell, hold, reissue, with or without guarantee or otherwise deal with the same.
  - (m) To amalgamate with any other company, firm, person, or association having objects altogether, or in part similar to those of this Company.
  - (n) To take or otherwise acquire, and hold or sell and dispose of stocks, shares or debentures in any other Company or Government or other bonds.
  - (o) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities both present and future of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
  - (p) To sell, grant, options or rights to purchase over or otherwise dispose of, the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock or securities of any other company, having objects altogether or in part similar to those of this Company.

- (g) To construct, build, repair, maintain, and alter any buildings or works for the purpose of the Company.
- (r) To invest, and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (s) To lend money to such persons, companies and corporations and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such persons or companies.
- (t) To borrow, or raise, or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future) including its uncalled capital and to purchase redeem or pay off any such securities.
- (u) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments, and to give any guarantee for the payment of money or the performance of any obligation or undertaking.
- (v) To establish, and regulate whether in or out of the Island of Ceylon, agencies for any purposes of the Company and to establish local boards, to appoint attorneys, and agents and to open branch registers and to do all acts and things of whatever nature necessary to procure the Company to be registered, incorporated, or legally recognized in Great Britain, foreign countries, the Commonwealth of Australia or any of the States thereof, or elsewhere, and to secure to this Company the same rights and privileges in any Colony, State, or country, as are possessed by local companies or partnerships of a similar nature and to observe the statutory or other laws of any place in which this Company holds property or carries on business or exercises its powers and to do and perform all such acts and things as may be required by such law in relation to the property or business of this Company, and in the course of the exercise of its powers.
- (w) To distribute any of the property of the Company in specie amongst its members.
- (x) To give any guarantee, or enter into any bond in connection with the Company's business.
- (y) To enter into any arrangement with employees and others for the payment of bonuses or for co-partnership or for participation in the profits of the Company or in any scheme of profit sharing and to provide for the welfare of employees or ex employees of this Company or of employees formerly employed in any business acquired by this Company, and the families of and persons dependent upon such employees or ex employees by grants of money, pensions, or other payments and by providing or contributing towards libraries, places of instruction or recreation, and hospital, dispensaries, and medical and other attendance and by providing houses or living accommodation and in any other manner.
- (z) To obtain any provisional order or other official government, power or authority or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (aa) To procure the Company to be registered or recognized in any other part of the world or in any other country or place.
- (bb) To join or become members of any association, company or society formed or to be formed for the protection or advancement of the interests of employers or capitalists or others engaged in any trade or business and to subscribe to or subsidize any such associations company, or society.
- (cc) To enter into any arrangements with any government, municipalities, or other corporations or public bodies or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain any arrangements, franchises, charters, rights, privileges, and concessions which the Company may think it desirable to obtain and to carry out, exercise, and comply with any such arrangements, franchises, charters, rights, privileges, and concessions.
- (dd) To expend money in any way which the Company may think fit with the view of improving the value of any business or property of the Company and to make donations and prizes to such persons and in such cases as the Company may think expedient.
- (ee) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- (ff) To pay all costs, charges, and expenses of, and incidental to, or in connection with the formation of the Company.
- (gg) To do all such other things as are incidental or conducive to the attainment of the above objects, or any of them, or which may be conveniently carried on and done in connection therewith, or which may be calculated directly or indirectly to enhance the value of or render profitable any business or property of the Company.

And it is hereby declared that the word "Company" in this clause shall be deemed to include any government, body, authority, partnership, or other body of persons, whether incorporated or not, and whether registered or domiciled in the Island of Ceylon, or elsewhere. And it is hereby further declared that the objects set forth in any sub-clause of this clause shall not (except when the context expressly so requires) be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the same of the Company or by the nature or description of the property hereinbefore stated to be acquired or by the juxtaposition of any two or more objects or by any objects being or being deemed a main or dominant object, but each shall be and be deemed to be an independent object. The Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world.

4. The liability of the shareholders is limited.

5. The capital of the Company is 300,000 Rupees divided into 30,000 shares of Ten rupees each.

The Company shall have power to increase or reduce its capital and to divide the shares in the original capital or increased capital for the time being into several classes and to issue any part or parts of the original capital or increased capital for the time being with such deferred, qualified, or special rights, privileges, or conditions with reference to preferential, guaranteed, fixed, fluctuating, redeemable, or other dividend or interest, and with such priority in the distribution of assets or otherwise as shall from time to time be determined by 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, Addresses of Subscribers.	Number of Shares taken by each Subscriber.
H. D. THORNTON of Colombo	One
W. K. S. HUGHES of Colombo	One
C. H. S. BLATCH of Colombo	One
JOS. F. MARTYN of Colombo	One
A. R. NELSON of Colombo	One
E. C. FORD of Colombo	One
J. O'CONNELL of Colombo	One
Total Shares taken	Seven

Dated the Sixteenth day of April, 1926.

Witness to the above signatures at Colombo :

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

#### ARTICLES OF ASSOCIATION OF CEYLON TEAS, LIMITED.

THE regulations contained in the Table marked "C" in the schedule to the Companies Ordinance, No. 4 of 1861, (hereinafter called Table "C") shall apply to the Company and be deemed to be incorporated herewith except so far as they are herein expressly or by implication, modified or excluded or declared not to apply and in the construction of these present word importing the masculine gender only shall include the feminine gender and words importing the singular number only shall include the plural number and *vice versa* and words importing persons shall include corporations.

2. Regulation 24 of Table "C" is expressly excluded and the following regulations substituted therefor, namely, "Subsequent General Meetings shall be held at least once in every year at such time and place as may be determined by the Directors."

3. A quorum at any General or Extraordinary General Meeting of the Company shall consist of not less than three Shareholders and regulation 32 of Table "C" is modified accordingly.

4. Regulations 39, 42, 43, and 44 are expressly excluded and the following regulations substituted therefor, namely—

(a) On a show of hands every Shareholder present in person shall have one vote. On a poll every Shareholder shall have one vote for each share of which he is the holder.

(b) No Shareholder shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

(c) On a poll votes may be given either personally or by proxy.

(d) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or if the appointor is a corporation either under the common seal or under the hand of an officer or attorney so authorized.

(e) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.

(f) An instrument appointing a proxy may be in the following form or in any other form which the Directors shall approve :—

#### *Ceylon Teas, Limited.*

"I, \_\_\_\_\_ of \_\_\_\_\_ being a Shareholder of Ceylon Teas, Limited, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my proxy 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 \_\_\_\_\_ and at any adjournment thereof."

Signed this \_\_\_\_\_ day of \_\_\_\_\_.

5. The following new regulations shall be added after regulation 46 of Table "C" namely :—

46a. A Director may with the consent of his Co-Directors be absent from the meetings of the Directors for such period or periods as he shall think fit.

46b. Each Director shall have the power to appoint in writing any person whether a Shareholder of the Company or not to act as a Deputy Director in his place during his absence or inability to act as Director and at his discretion to remove such Deputy Director.

46c. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

46d. A resolution in writing signed by a majority of the Directors shall be as valid and effectual, as if it had been passed at a meeting of the Directors duly called and constituted and every such resolution shall be as soon as practicable entered on the minutes of the Directors' meetings.

46e. The Directors shall provide for the safe custody of the seal and the seal shall never be affixed to any document except by the authority previously given of the Board or of a committee of Directors empowered by the Board to affix such seal and in the presence of two Directors.

6. Regulation 48 of Table "C" is expressly excluded and the following substituted therefor, namely:—

48. No Director shall be disqualified by reason of his holding office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any Director or with any company or partnership of or in which any Director shall be a Director or a member or be in any way interested be avoided nor shall any Director so contracting or being such a Director or member or so interested nor any company or partnership of or in which he shall be a Director or member or be in any way interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established. Any Director or any company or partnership of which a Director is or hereafter may be a Director or member or in which he is or hereafter may be in any way interested may enter into contracts or arrangements with this Company and any Director of this Company may vote as a Director or Shareholder in respect of any contract or arrangement mentioned in this Article and retain for his own use or for the use of such company or partnership profits made by him under any such contract or arrangement. Provided always that he must disclose his interest to his Co-Directors before the contract or arrangement is entered into by the Directors unless the nature of the Director's interest appears on the face of the contract or arrangement.

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

7. Regulation 64 of Table "C" is expressly excluded and the following substituted therefor, namely:—

64a. The Directors may at such times as the circumstances of the Company warrant the same declare dividend to be paid to the Shareholders in proportion to the number of their shares and the amount paid up or deemed to be paid up thereon respectively.

64b. The Directors may if they shall think fit declare from time to time such interim dividends on account as in their opinion the position of the Company justifies.

8. Regulation 85 of Table "C" is expressly excluded and the following regulations substituted therefor, namely:—

85. (a) A notice may be served upon any Shareholder whose registered address is in Ceylon either personally or by posting it in a post office to such address in a prepaid envelope.

(b) Each holder of registered shares whose registered place of address is not in Ceylon may from time to time notify in writing to the Company an address which shall be deemed his registered place of address within the meaning of these Articles of Association.

(c) As regards those Shareholders who have no registered place of address in Ceylon a notice posted up in the office shall be deemed to be duly served on them at the expiration of twenty-four hours after it is so posted up.

(d) Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office. And a certificate in writing signed by any Manager, Secretary, or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.

(e) Any notice or document delivered or sent by post to or left at the registered address of any Shareholder in pursuance of these presents shall notwithstanding such member be then deceased and whether or not the Company have notice of his decease be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such Shareholder until some other person be registered in his stead as the holder or joint-holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators, and all persons, if any, jointly interested with him or her in any such share.

We, the several persons whose names and addresses are subscribed being subscribers to the Memorandum of Association hereby agree to the foregoing Articles of Association:—

H. D. THORNTON, Colombo.

W. K. S. HUGHES, Colombo.

C. H. S. BLATCH, Colombo.

JOS. F. MARTYN, Colombo.

A. R. NELSON, Colombo.

E. C. FORD, Colombo.

J. O'CONNELL, Colombo.

Witness to all the above signatures at Colombo, this Sixteenth day of April, 1926:

*Location*

MEMORANDUM OF ASSOCIATION OF THE TAURUS ESTATES, LIMITED.

1. The name of the Company is "THE TAURUS 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 two allotments of land called Fernlee and Bulatkandekale, situate in the District of Kandy, 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, and all real, 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. 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, 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.
IAN. W. AITKEN, Colombo .. .. .	One
R. W. FOWKE, Colombo .. .. .	One
P. W. GORDON SPENCE, Colombo .. .. .	One
GEO. P. EDGE, Colombo .. .. .	One
C. A. B. STARLING, Colombo .. .. .	One
J. PHILIP, Colombo .. .. .	One
F. O. FRANCILLON, Colombo .. .. .	One
Total number of shares taken .. .. .	Seven

Witness to the above signatures at Colombo, this Twenty-sixth day of April, 1926:

STANLEY F. DE SARAM,  
Proctor, Supreme Court, Colombo.

### ARTICLES OF ASSOCIATION OF THE TAURUS ESTATES, 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.

- 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 Taurus 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 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.

- (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 Fernlee and Bulatkandekelé*.—The basis on which this Company is established is that the Company shall purchase or otherwise acquire all those two allotments of land called and known as Fernlee and Bulatkandekelé, situate in the District of Ratnapura, in the Island of Ceylon, and accordingly no objection shall be made by this Company or by any Shareholder, creditor, or liquidator thereof, to the said purchase or acquisition, upon the ground that the

vendors, promoters, or other persons, interested or any of them stand in a fiduciary position, towards this Company, or that there is in the circumstances no independent board of this Company and any Director of this Company who is interested therein, shall be entitled to retain and dispose of for his own use all benefits (if any), accruing to him directly or indirectly under or by virtue of the said purchase or acquisition, and the said purchase or acquisition shall not be liable to be set aside on any such grounds as aforesaid, or upon any ground in any wise 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 One Million Rupees (Rs. 1,000,000) divided into 100,000 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 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.

8. (b) *Commission for placing Shares.*—The Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure 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 or 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 resolutions 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 Transfers.*—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 shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

#### SURRENDER AND FORFEITURE OF SHARES.

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

42. (a) *If Call or Instalment 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 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-allocated, 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 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 of favour.

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

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

#### BORROWING POWERS.

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

(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 there at 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 one hundred shares beyond the first one hundred shares up to one thousand shares, and an additional vote for every two hundred and fifty shares held by him beyond the first one thousand shares. When voting on a resolution involving the sale of the Company's estates or any of them or any part or portion thereof, or the winding up of the Company, every Shareholder shall have one vote for every share held by him.

79. *Curator of Minor, &c., when not entitled to vote.*—The parent or curator of a minor Shareholder, the committee or other legal guardian of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator 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 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 Taurus 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 attorneys) 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 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 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 by ordinary resolution increase or by special resolution reduce 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 Herbert Douglas Garriek of Ukuwela estate, Ukuwela; John Boyd Coles of Nilambe, Galaha; Lewis Morris Wallace Wilkins of Culloden, Neboda; and Francis Oliver Francillon 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, Third, and Fourth Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

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

99. *If Election not made, Retiring Directors to continue until next Meeting.*—If at any meeting at which an election of a Director ought to take place, the place of the retiring Director is not filled up, the retiring Director may continue in office until the 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 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 three 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 two allotments of land called Fernlee and Bulatkandekele, situated in the Ratnapura District.

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

108. *To acquire Property, to appoint Officers, and pay Expenses.*—The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration, and upon such title, and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company, as they may from time to time think proper, and for that purpose

may appoint such managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, 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 by 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

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

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

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

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

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

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

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

#### COMPANY'S SEAL.

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

#### ACCOUNTS.

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

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

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

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

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

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

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

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

Any General Meeting may direct payment of any dividend declared at such meeting or of any interim dividends which may subsequently be declared by the Directors, wholly or in part in sterling by means of drafts or cheques on London, or by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company, or of any other company, or in any other form of specie, or in any one or more of such ways, and the Directors shall give effect to such direction; and where any difficulty arises in regard to the distribution, they may settle the same as they

think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed, in order to adjust the 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 the declaration of any dividend or bonus 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 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 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 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 Twenty-sixth day of April, 1925:—

IAN W. AITKEN.  
R. W. FOWKE.  
P. W. GORDON SPENCE.  
GEO. P. EDGE.  
C. A. B. STARLING.  
J. PHILIP.  
F. O. FRANCILLON.

Witness to the above signatures:

STANLEY F. DE SARAM,  
Proctor, Supreme Court, Colombo.

## THE CEYLON MOSLEM EDUCATIONAL SOCIETY, LIMITED, COLOMBO.

## Balance Sheet, December 31, 1925.

CAPITAL AND LIABILITIES.		Rs.	c.	Rs.	c.	ASSETS.		Rs.	c.	Rs.	c.
Capital Account—						Land and building account—					
Authorized capital 100,000 shares. at Rs. 10 per share = Rs. 1,000,000						As per last balance sheet		126,434	25		
Capital issued—						Add costs of renewing roof, &c.		1,060	0		
22,543 shares (fully paid and part-paid)				126,794	20					127,494	25
War fund account—						Furniture account—					
As per last balance sheet				2,264	30	As per last balance sheet		3,146	92		
P. M. Umbitchie (deposit) account—						Loss, depreciation at 15 per cent.		472	4		2,674 88
Deposit on lease account				2,475	0	Sundry debtors account—					
Allanson H. Gomes—						Tenants of commercial buildings				1,270	0
Audit fee				125	0	Advance account—					
Donations account—						Rent of Old Moor street school premises paid in advance				240	0
As per last balance sheet	4,313	62				Bank account—					
Less balance of profit and loss account		326	67			National Bank current account				3,966	32
				3,986	95						
											135,645 45
				135,645	45						

I, the undersigned, being a public auditor under the Societies Ordinance, having had access to all the books and accounts of the Society, hereby certify that this statement is correct to the best of my belief and as shown by the books.

Colombo, March 5, 1926.

ALLANSON H. GOMES.

## Profit and Loss Account for the Year ending December 31, 1925.

## SCHOOL NO. 1 (SAN SEBASTIAN STREET).

Rs.		Rs.		Rs.		Rs.	
c.	c.	c.	c.	c.	c.	c.	c.
To Staff salaries	2,295	0	By School fees			638	50
Rent of Premises	1,100	0					
		3,395	0				

## SCHOOL NO. 2 (OLD MOOR STREET).

Rs.		Rs.		Rs.		Rs.	
c.	c.	c.	c.	c.	c.	c.	c.
To Staff salaries	3,550	0	By School fees			587	0
Rent of Premises	1,200	0	By Government grant			810	0
		4,750	0	By Rent of commercial buildings—			
To Manager, travelling expenses	90	0	Rent received	8,905	0		
Clerk's salary	360	0	Less assessment tax paid	1,695	40	7,209	60
Books and stationery	50	52					
General charges	58	10	By Bank interest on current account			57	92
Postages	3	6	By Balance deficit in year's working			326	67
Advertising	41	97					
Legal expenses in connection with lease	159	0					
Depreciation at 15 per cent. per annum on furniture account	472	4					
Audit fee—							
1924 account Rs. 125·0							
1925 account Rs. 125·0							
		250	0				
			1,484	69			
				9,629	69		
							9,629 69

Audited and found correct:

Colombo, March 5, 1926.

ALLANSON H. GOMES.

## The Ankande Estate Company of Ceylon, Limited.

NOTICE is hereby given that the Thirtieth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Tuesday 25, May, 1926, at 2.30 P.M.

## Business.

1. To receive the report of the Directors and accounts for the year ended March 31, 1926.
2. To declare a final dividend.
3. To elect a Director.
4. To appoint Auditors for the year 1926-27.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from May 12 to 23, 1926, both days inclusive.

By order of the Directors,

LEWIS BROWN &amp; Co., LTD.

Colombo, May 12, 1926.

Agents and Secretaries.

The Vykumbra Rubber Company, Limited.  
(In Liquidation.)

NOTICE is hereby given that a General Meeting of this Company will be held at the office of the Liquidator, Imperial Bank Building, Prince street, Colombo, on Monday, May 24, 1926, at 11 A.M. for the purposes of receiving the resignation of the Liquidator, Mr. M. J. Harding who is proceeding on leave to the United Kingdom, and of appointing in his place Mr. H. D. Thornton.

Colombo, May 10, 1926.

M. J. HARDING,  
Liquidator.

## The Ceylon Safety Matches Manufacturing Company, Limited.

NOTICE is hereby given that the Eighth Ordinary General Meeting of the above Company will be held at the registered office of the Company, 54, Keyzer street, Pettah, Colombo, on Saturday, May 22, 1926, at 3 P.M.

**Business.**

- (1) To receive the report of the Directors and accounts for the year ended February 28, 1926.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To appoint Auditors for the current year and fix their remuneration.
- (5) To fix remuneration to Agents and Secretaries for the current year.
- (6) To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from May 20 to 24, 1926 (both days inclusive).

By order of the Board,

H. DON CAROLIS & SONS,  
Agents and Secretaries.  
Colombo, May 11, 1926.

**Auction Sale.**

In the District Court of Colombo.

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

Anthony Zarephe of Colombo ..... Plaintiff.  
No. 15,231.

- (1) Oduma Lebbe Marikar, Ahmadu Lebbe Marikar, and (2) Odama Lebbe Marikar Noordeen, both of 11, Third Cross street, Pettah, Colombo. . . Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Tuesday, June 8, 1926, at 5 P.M. at the spot:—

All that divided portion of land with the buildings standing thereon, called and known as Villa Carmen, bearing assessment No. 445c, situated at Wellawatta, within the Municipality and District of Colombo, Western Province, containing in extent 1 acre and 1 rood. For inspection of deeds and other particulars, please apply to Messrs. De Vos & De Saram, Proctors, and Notaries, Colombo or to—

J. G. VANDERSMAGT,  
of A. Y. DANIEL & SON,  
Auctioneers and Brokers.

4, Baillie street, Fort.  
Phone : 289.  
Telegrams : "Lions," Colombo.

**Auction Sale under Partition Decree, D. C., Colombo, No. 14,118.**

UNDER and by virtue of the commission issued to me in the above case, I shall offer for sale by public auction on Monday, June 21, 1926, at 5 P.M., at the spot:—

All that premises with the buildings standing thereon, presently bearing assessment Nos. 26 to 21/12 and Ward Nos. 503 to 506, situated at Union place, Slave Island, within the Municipality and District of Colombo, Western Province, and bounded on the north by the property of Noordeen Than bearing assessment No. 36, Vauxhall street, on the east by Government drain, on the south by the property of D. J. Caspersz bearing assessment No. 18, Union place and a lane and on the west by the property of Caldera bearing assessment No. 138/22, Union place; and containing in extent 24.65 perches, according to plan No. 271 dated November 29, 1924, made by P. B. Weerasingha, Special Licensed Surveyor and Leveller.

The above property will be first put up for sale amongst the co-owners at the appraised value thereof, and if no co-owner bids for same it will be put up immediately thereafter for sale to the highest bidder amongst the public.

For further particulars apply to A. C. Mohammado, Esq., Proctor, S. C., and Notary, Hulftsdorp, Colombo.

Phone : 733.

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

**Auction Sale under Mortgage Decree, D. C., Colombo No. 17,207.**

UNDER and by virtue of the commission issued to me in the above case, I shall offer for sale by public auction on Friday, June 4, 1926, at 5 P.M., at the spot:—

(1) All that house and ground called and known as the Nest, situated at Third Division, Maradana, within the Municipality of Colombo, Western Province; bounded on the north by house and ground bearing assessment No. 110, on the east by the property of Charles Peiris, on the south by house and ground bearing assessment No. 108, and on the west by Third Division, Maradana road; containing in extent 1 rood and 30.40 perches, according to the survey and description thereof dated November 29, 1901, made by George de Saram, Licensed Surveyor.

(2) All that house and ground, situated at Third Division, Maradana, aforesaid; bounded on the north by lane, on the east by house and ground bearing assessment No. 112, on the south by house and ground bearing assessment No. 109, and on the west by Third Division, Maradana road; containing in extent 8 perches according to the survey and description thereof dated December 20, 1901, made by the said George de Saram and registered in the Registrar of Lands, in Vol. 152/151-152.

For further particulars apply to S. S. Fernando, Esq., Proctor, Supreme Court, Colombo.

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

Phone : 733.

**Auction Sale.**

In the District Court of Colombo.

UNDER decree entered and by virtue of commission issued to me in case No. 18,697 of the District Court of Colombo, I shall sell the following property on Friday June 4, 1926, at 5 P.M. at the spot:—All that allotment of land called Debrandery with the building thereon bearing No. 10, situated at Muhandiram road in Colpetty; and containing in extent 13 98/100 perches.

C. P. AMERASINGHE,  
Auctioneer and Broker.

131, Hulftsdorp.

**Auction Sale.**

*Valuable Properties situated at Warakapola in Kirawella Hatpattu of the Beligal Korale in Four Korales, in the District of Kegalla.*

UNDER decree in case No. 19,659 D. C., Colombo, entered against Narasingham Pillai, son of Sodala-muttupillai and another, and by virtue of order to sell issued to me, I shall sell the undermentioned by public auction at the respective spots, on Saturday, June 12, 1926, viz:—

At 3 P.M.

1. All that undivided  $\frac{1}{2}$  share and an undivided  $\frac{1}{4}$  of  $\frac{1}{4}$  shares or parts of the portion of land called Kosgollewatta, standing on the northern side of the road and the new building recently put up and standing thereon, situated at Warakapola aforesaid; containing in extent about 1 acre.

At 4 P.M.

2. All that allotment of land called Kandewatta, and the plantations thereon, situated at Warakapola aforesaid; containing in extent about 2 acres.

At 5 P.M.

3. All that allotment of land called Galamunehena, and the plantations thereon, situated at Warakapola aforesaid; containing in extent about 3 lahass of Kurakkan sowing. Further particulars from J. E. Edirimanasinghe, Esq., Proctor, Supreme Court, Colombo.

FRANCIS F. KRISHNAPILLAI,  
Auctioneer and Broker.

Phone : 1,039.  
119, Hulftsdorp.

**Auction Sale.**

The entire stock-in-trade, consisting of Oilman-store and Shop Goods, &c., and Shop Furniture and Fittings, including Glass Almira of the Firm of Messrs. Thanaleetchimi & Co., at 19, Kayman's Gate, Pettah, Colombo, and also valuable House Properties at Thimbirigasyaya, Kollupitiya and Nedimala.

UNDER and by virtue of the commission issued to me in case No. 19,727, D. C. Colombo, I shall sell by public auction at the spot, the entire shop fittings, stock-in-trade, goods, and things lying and being at premises No. 19, Kayman's Gate, Pettah, Colombo, on Friday, June 4, 1926, commencing from 9 A.M., daily, until completion of sale. Catalogue in due course.

N.B.—Terms strictly cash.

I shall also sell by public auction at the respective spots the following properties:—

On Tuesday, June 8, 1926, at 3.30 P.M.

1. All that divided portion of land called Delgahawatta, situated at Thimbirigasyaya in the Palle pattu of Salpiti korale, now within the Municipality of Colombo, in the District of Colombo, Western Province; containing in extent 11 48/100 perches.

On the same day at 5 P.M.

2. All that allotment of land called Kahatagahanattawatta in Nedimala village, Palle pattu, Salpiti korale, Colombo District, Western Province; containing in extent 3 acres 2 roods and 26 perches.

On Wednesday, June 9, 1926, at 3 P.M.

3. All that defined 1/5 portion of the land called Debrandery marked "A" bearing assessment No. 34, with the trees standing thereon, situated at Muhandiram's road, Kollupitiya, within the Municipality and District of Colombo, Western Province; containing in extent 2 90/100 perches.

On the same day at 3.30 P.M.

4. All that allotment of land (being lot marked 4B in the plan thereof) hereinafter referred to being a portion of lot No. 4 with the buildings thereon bearing assessment No. 4A (4-7), Greenpath, and Ward No. 1,647A, situated at Kollupitiya Ward, within the Municipality of Colombo Western Province; containing in extent 27 31/100 perches

On the same day at 4 P.M.

5. All that allotment of land called Debrandery with the buildings thereon bearing assessment No. 10, situated at Muhandiram's road in Kollupitiya, within the Municipality and District of Colombo, Western Province; containing in extent 13 98/100 perches.

On the same day at 4.30 P.M.

6. All that allotment of land bearing No. 56, formerly bearing No. 8, situated at Muhandiram's road, Kollupitiya, within the Municipality and District of Colombo, Western Province; containing in extent 7 3/100 perches.

Further particulars from K. T. Chittambalam, Proctor, Supreme Court Colombo, or—

FRANCIS F. KRISHNAPILLAI,  
Auctioneer.

119, Hulftsdorp.

**Auction Sale.**

UNDER commission issued to me in case No. 19,371 of the District Court of Colombo, I shall sell by public auction on June 5, 1926, at their respective spots, commencing from 2.30 p.m. the following properties:—

1. All that eastern 1/2 part or share of land called and known as Gorakagahawatta *alias* Ambagahawatta with the adjacent thatched house, plantations, and trees standing thereon, situated in the village of Wattalpola in Panadure badda of Panadure totamune, in the District of Kalutara; containing in extent about 2 roods and 26 1/2 square perches.

2. All that western 1/2 part or share of the land called and known as Gorakagahawatta *alias* Ambagahawatta, situated in the village of Wattalpola aforesaid; containing in extent 2 roods and 26 1/2 perches.

3. All that western 1/2 part or share of the land called and known as Gorakagahawatta *alias* Ambagahawatta, situated in the village of Wattalpola aforesaid; containing in extent 2 roods and 26 1/2 perches.

For further particulars, please apply to S. Sivasubramaniam, Proctor, Supreme Court, or to me—

B. D. AMIT,

Auctioneer and Broker.

Office: 86, Dam street,  
Telephone No.: 2,570.

**Auction Sale under Mortgage Decree.**

UNDER decree in case No. 764, D. C., Negombo, entered in favour of the plaintiff, Nawanna Kana Nana Nawanna Muna Natchiappa Chetty of Negombo, against the defendants (1) Mahaguruge Veronica Fernando, and (2) ditto Pedro Fernando, both of Lansiyagama, and by virtue of the order to sell issued to me for the recovery of the amount there stated, I shall sell at the spot, at 10 A.M., on Saturday, June 5, 1926, the under-mentioned property mortgaged by bond No. 21,724 dated June 20, 1923, attested by T. H. de Silva, Notary Public, Negombo, as a primary mortgage, to wit:—

The southern portion, which is the (1/18) of 1/3 share of the land Bogahayaya, situate at Lansiyagama in Meda palata of Pitigal korale, in the District of Chilaw, North Western Province; bounded on the north by land of second defendant Pedru Fernando and others, east by land of Elaris Perera, south by Gansabhawa road, and west also by Gansabhawa road; containing in extent 18 coconut trees plantable ground together with the soil, plantations, and buildings, and registered under L 31 292.

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

H. R. DIRCKZE,

Auctioneer.

Negombo, May 7, 1926.

**Auction Sale under Mortgage Decree in Case No. 694, D. C., Negombo.**

UNDER and by virtue of the commission issued to me in the above case, entered in favour of Mena Sina Rawanna Mana Kruppaiah Pulle of Negombo, against Kekulewajage Bastian Fernando and Amarasinghe Panambarage Emaliana Fonseka, both of Weligampitiya, in Ragam pattu, for the recovery of the amount entered of record, I shall sell the following property by public auction on Friday, May 28, 1926, at 4 P.M.:—

The land called Kahatagahawatupanguwa, situate at Weligampitiya, in Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province; containing in extent about one acre, with the buildings standing thereon.

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

B. A. POWELL,

Commissioner.

Negombo, May 7, 1926.

**Auction Sale.**

Properties at First Division Bolawalana and Second Division Tammita within the Gravets of Negombo.

UNDER decree in case No. 684, D. C., Negombo, entered in favour of the plaintiff Kana Nana Kana Rawanna Mana Ramanaden Chetty, by his attorney Kana Nana Kana Rawanna Mana Ramanaden Pulle of Negombo, against the defendant Panambarage Marku Marsalin Fernando of Second Division, Bolawalana, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,014, with interest on Rs. 700 at 24 per cent. per annum from December 7, 1925, till February 26, 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 properties mortgage as primary mortgage by bond No. 20,170 dated June 23, 1922, and attested by T. H. de Silva; Notary, by public auction at the respective spots, on Monday, June 7, 1926, to wit:—

At 3.30 P.M.

1. The western portion to the railway from and out of the 1/3 share of the contiguous land called Lansiyakumbura nad the thereto adjoining land Lansiyawela (now raised



upland planted), situate at First Division, Bolawalana, within the gravets and in the District of Negombo, Western Province; which said western portion is in extent about 1 rood with the buildings standing thereon.

At 4 P.M.

2. A portion of Lansiyawatta, situate at First Division, Bolawalana aforesaid, containing in extent 7 perches.

At 4.30 P.M.

3. The Kahatagahakumbura, situate at Second Division, Tammita, within the said gravets, containing in extent about 1 parrah of paddy sowing ground.

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

M. P. KURERA & Co.,  
Negombo, May 11, 1926. Auctioneers.

**Auction Sale.**

Property at Wennappuwa in the District of Chilaw.

UNDER decree in case No. 249, D. C., Negombo, entered in favour of the plaintiff V. R. M. A. Kandasamy Pulle of Negombo, against the defendants (1) Rathugamage Veronica, Fernando and husband, (2) Warnakulasuriya Michal Fernando, and (3) W. G. Agida Fernando, as legal representative of the intestate estate of the late Rathugamage Moises Fernando, deceased, all of Wennappuwa, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,710, with further interest on Rs. 1,500 at 18 per cent per annum from January 7, 1925 to October 7, 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 mortgage by bond No. 2,133 dated June 7, 1923, and attested by S. K. Wijayarathnam, Notary, by public auction at the spot, at 4 P.M., on Tuesday, June 8, 1926, to wit:—

The undivided portion in extent 40 coconut trees plantable ground from and out of the land called Kohombagahawatta, situate at Wennappuwa, in Kammal pattu of the Pitigal korale, in the District of Chilaw, North-Western Province, containing in extent 200 coconut trees plantable ground. The said undivided portion is now separately fenced, and the same is in extent as aforesaid 40 coconut trees plantable ground.

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

M. P. KURERA & Co.,  
Negombo, May 11, 1926. Auctioneers.

**Auction Sale.**

In the District Court of Negombo.

Arachchappuhamillage Don Udias Appuhamy of Madampella ..... Plaintiff.  
No. 561. Vs.

Walisinghe Ugo Silva of Godigomuwa ..... Defendant.

UNDER decree in the above case, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell by public auction at the spot, at 4 P.M., on June 4, 1926, the under-mentioned property mortgaged by bond No. 29,212 dated December 14, 1916, attested by N. J. C. Wijesekara, Notary Public, as a primary mortgage, to wit:—

The lot "A" of the land called Dehigahaowita, situate at Godigomuwa in Dunagaha pattuwa of the Alutkuru korale, in the District of Negombo, is according to the plan No. 24 dated September 12, 1903, made by J. J. Lorage, Licensed Surveyor; bounded on the north by the land Uduwilawatta, east also by Uduwilawatta, south by the lot B of this land of Weda Charles Silva, and west by land of Hendrick Silva, containing in extent 1 acre and 3 1/8 perches with the buildings and all the appurtenances thereof.

For further particulars please apply to Tudor Ranasinghe, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or to—

K. L. PEREIRA & SON,  
Negombo, May 11, 1926. Auctioneers.

**Auction Sale under Mortgage Decree.**

UNDER and by virtue of a commission issued to me from the District Court of Galle in case No. 22,936 for the recovery of sum of Rs. 1,000 and interest, and costs, and I shall sell at the spot on Saturday, May 22, 1926, at 3 P.M.

(a) All that undivided 1/4 part of the undivided southern 1/4 portion of the divided lot B, and (b) all that undivided 1/4 part of the buildings on the said portion of the said lot of the land called Hamidantottam, situate at Galupiyadda, within the Four Gravets of Galle.

H. G. POROLIS DE SILVA,  
Galle, May 5, 1926. Auctioneer.

**Auction Sale under Partition Decree.**

In the District Court of Galle.

BY virtue of a commission issued to me in partition case No. 17,871 of the District Court of Galle, I shall sell on Saturday, July 3, 1926, commencing at 2 P.M., at the spot:—

The land called Nembagahawatta, situated at Porambe in Ambalangoda in Wellaboda pattu of Galle District, Southern Province; and containing in extent 2 acres 2 roods and 12 perches as per plan No. 858 made by Mr. R. B. de Zoysa, Licensed Surveyor, and filed of record.

The said land will be sold in ten separate blocks, viz: A, B, C, D, E, F, G, H, J, and K of the extents of 39 perches, 1 rood 21 perches, 1 rood 6 perches, 39 perches, 38 perches, 28 perches, 1 rood 11 perches, 1 rood 1 perch, 28 perches, and 35 perches, respectively, as per above recited plan.

The sale will take place first among the co-owners commencing at the appraised value of each lot, and if they or any one of them shall fail to bid for and purchase, the said premises will immediately thereafter be put up for sale among the public in terms of the Ordinance No. 10 of 1863.

UPASIRI W. KODIKARA,  
Ambalangoda, May 9, 1926. Auctioneer and Broker.

**Auction Sale.**

In the District Court of Jaffna.

Arumugam Chelliah and two others of Vannarponnai East ..... Plaintiffs.  
No. 21,253. Vs.

Kasippilla Visuvappah of Vannarponnai East. Defendant.

UNDER and by virtue of the decree entered in the above case, and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall sell by public auction the following property herein below described bound and executable under the said decree on Saturday, May 29, 1926, commencing at 8 A.M., at the spot:—

All that piece of land situated at Vannarponnai East, called Elayaperumal Valavu, Anchu Vary Thottam, and Periya Valavu, containing in extent 2 lachams varagu culture with house, newly built portico, kitchen, cultivated plants, and share of well on the western boundary land together with the rights of way and water-course; and bounded on the east by the property of Murugesu Sinnatamby, north by road, west by the properties of Marimuttu Sivaramalingapillai and Mailvaganam Manickavachagar and Tiru Venkadavally, wife of Sithamparanathan.

M. RASIAH,  
Jaffna, May 11, 1926. Commissioner.

**Auction Sale.**

In the District Court of Jaffna.

Arunasalam Murugesu of Changanai ..... Plaintiff.  
No. 20,288. Vs.

(1) Kandapper Malu, and (2) Nagamuttu Kathiresu of Vaddakodai West ..... Defendants.

UNDER and by virtue of the decree entered in the above case, and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall

sell by public auction, the following properties herein below described bound and executable under the said decree on Saturday, May 29, 1926, commencing at 4 P.M., at the respective spots:—

1. Land situated at Vaddukaddai West called Puyankollai, in extent 3½ lachams varagu culture with well and cultivated and spontaneous plantations; and bounded on the east by the properties of Nagammai, daughter of Nagamuttu and wife of Naganathar and Seethevan, widow of Nagamuttu, north by the property of Sinnathamby Kandiah, west by the property of Oonnar Vaithy, and on the south by lane. The whole hereof exclusive of 5/6 share of the well aforesaid, and thoorvai and way and water-course.

2. Land situated at ditto called Viranelli, in extent 3½ lachams varagu culture with one-half of three-fourth share of the well and cultivated and spontaneous plantations, and bounded on the east by lane and by the property of Nagamuttu, wife of Kander, north by lane, west by the property of Sinnavy Vinayar, and on the south by lane. The whole hereof exclusive of the thoorvai way and water-course belonging to the western portion.

Jaffna, May 11, 1926.

M. RASIAH,  
Commissioner.

**Auction Sale.**

*Lands at Achchuvely North and Jaffna Town in the District of Jaffna.*

UNDER and by virtue of the decree entered in case No. 21,055, D. C., Jaffna, in favour of the plaintiff Sithamparanachchiar, widow of Rasapillai of Moolai, against the defendants—(1) John Howland Rasiah Joseph and wife (2) D. C. Joseph, both of Colombo, 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, June 5, 1926, the first land at 2 P.M., and the second land at 4 P.M., at the respective spots:—

1. Land situated at Jaffna town in the Parish of Chundikkuly being a house and compound containing in extent 1½ lachams varagu culture, with well and cultivated, and spontaneous plantations; and bounded on the east by the property of Saverimuttu Augustine, north by the property of Benjamin Simon and by bye-lane, west by the property of Alagammah, wife of Champiar, and on the south by the property of Lidia, wife of Benjamin. The whole hereof.

2. Land situated at Achchuvely North called Sekathevanseemah, in extent 5 lachams and 12 kulies varagu culture, together with the share of the well situated on the western boundary land, and right of way and water-course; and bounded on the east by the property of Sellachchy, wife of Valliar, and shareholders, north by lane, west by the property of Elizabeth Thangammah, wife of Murukesu Thampu Arulnayagam, south by the property of Ponny, wife of Kandiah, and others. The whole hereof with its appurtenances.

May 10, 1926.

B. EMMANUEL,  
Commissioner.

**Auction Sale.**

*Lands at Jaffna Town and Uduvil in the District of Jaffna.*

UNDER and by virtue of the decree entered in case No. 18,960 D. C., Jaffna, in favour of the plaintiff Sittampalam Veluppala of Andif South, against the defendants—(1) Kasinather Vaitilingam Markandu Mudaliyar of Changuvely and (2) Kasinather Vaitilingam Subramaniam of Changuvely, 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 June 12, 1926, the first land at 2 P.M., and the second land at 4 P.M. at the respective spots:—

1. All that houses and premises situated at Jaffna town called Naduppandakasalai *alias* Bank house, and Chornamalikai, in extent 5 lachams varagu culture and 12 kulies with godown rooms and other buildings, and well; and

bounded on the east by the 1st Cross street, north by Pachchivalai road *alias* godown street, west by the property of Naina Muhammadu Marakkaiyar Matharu Saiboo Marakkaiyar and others, and south by Seabeach road. This land is subject to a primary mortgage.

2. All that piece of land situated at Uduvil called Palichchatthampil and Kollankaladdy, in extent 25 lachams varagu culture and 12 kulies, with house and other buildings, well, and spontaneous and cultivated plants; and bounded on the east by the property of Sithamparappillai Murukesar and others, and Veluppillai Ponniah and others, north by the property of Annammah, wife of Ponniah, west by road, and south by the property of Veluppillai Ponniah and others and land.

May 10, 1926.

B. EMMANUEL,  
Commissioner.

**Auction Sale.**

In the District Court of Kurunegala.

A. V. V. V. Vairaven Chetty of Kurunegala..... Plaintiff

No. 10,286.

Vs.

Halwelle Durayalage Ukkuwa Duraya of Vennoruwa ..... Defendant.

UNDER and by virtue of the decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by auction the following property herein below declared bound and executable under the said decree on Thursday, May 27, 1926, commencing at 4 P.M., at the Dampellessa junction, on Narammala-Giriulla road:—

1. An undivided ¾ share of Wedapitiyekumbura and pillewa land adjoining thereto of about 3 pelas and 5 lahas paddy sowing extent, situate at Wedapitiya in Dambadeni Udukaha korale east.

2. An undivided ½ share of Makulgollewatta of 2 lahas kurakkan.

3. An undivided ½ share of Ketakelagahamulawatta of 1 timba kurakkan.

4. An undivided ½ share of 3 lahas kurakkan sowing towards the southern limit of the undivided land called Dalukgahagawahena of 5 lahas kurakkan sowing extent.

5. Mahawatta of about 2 lahas kurakkan sowing.

6. An undivided ½ share of Pallewelehena, now garden of about 6 seers kurakkan sowing, all situate at Vennoruwa.

Further particulars from me—

Kurunegala, April 19, 1926.

T. B. AMUNUGAMA,  
Licensed Auctioneer.

**Auction Sale.**

In the District Court of Kurunegala.

Muna Kuna Mana Mutturamen Chetty of Kurunegala..... Plaintiff.

No. 10,415.

Meeyanna Muna Mariya Umma of Potuhera... Defendant.  
Seiyade Athamado ..... Added Defendant.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree on Monday, May 31, 1926, commencing at 4 P.M., on the first land herein below, viz.:—

1. An undivided 7/48 shares of the land called Bulugahamulawatta *alias* Bulugahawelewatta or Kadewatta of about 1 timba kurakkan sowing extent, and thereto adjoining Atukollagodakumbura, now garden of 5 lahas paddy sowing extent, situate at Potuhera.

2. Undivided 175/1536 shares of the land called Pahala-kotuwekumburegaala, now garden of 2 seers kurakkan sowing extent, and of thereto adjoining Pitiyekumburepillewa, now garden of 1 seer kurakkan sowing extent, and Indigollehena, now garden of 2 acres and 2 roods in extent, situate at Potuhera.

3. An undivided  $\frac{1}{2}$  share of the land called Moragahamulahena, now garden of 1 timba kurakkan sowing extent, situate at Ahugoda.

4. An undivided  $\frac{1}{2}$  share from and out of the northern half portion in extent about 3 lahas kurakkan sowing of the land called Mudunaudahena, now garden of 6 lahas kurakkan sowing extent, situate at Olupeliyawa.

5. An undivided 7/48 shares of the land called Bulugahamulawatta *alias* Bulugahawelewatta or Kadewatta of about 1 timba kurakkan sowing extent, and of thereto adjoining Atukollagodakumbura, now garden of 5 lahas paddy sowing extent.

6. Undivided 75/1536 shares of the land called Pahala-kotuwekumburagaala, now garden of 2 seers kurakkan sowing extent, and of thereto adjoining Pitiyekumburapillewa, now garden of 1 seer kurakkan sowing extent, and Indigollehena, now garden of 2 acres and 2 roods in extent, both situate at Potuhera.

Further particulars from me—

Kurunegala, April 19, 1926. T. B. AMUNUGAMA,  
Licensed Auctioneer

19 Ro 8/- Auction Sale.

In the District Court of Kurunegala.

Testamentary Jurisdiction. In the Matter of the Intestate Estate of Muna Sena Seyadu Abu Thahir, deceased, late of Bazaar street, Kurunegala. No. 3,005. E 27845

UNDER and by virtue of the Commission issued to me in District Court, Kurunegala, Testamentary Case No. 3,005, I shall sell by public auction on Friday, May 28, 1926, commencing at 2 P.M., at the spot, and on the

following days, commencing at 9 A.M., the movable property consisting of suitings, silks, satteens, cotton, and Cannanore cloths, camboys, sarongs, banians, gray cloth, long cloth, madapallan, mercerised cloth, shop furniture and fittings, and other merchandise belonging to the above-named deceased, lying in boutiques Nos. 18 and 19, Bazaar street, Kurunegala.

T. B. AMUNUGAMA,  
Kurunegala, April 29, 1926. Auctioneer and Commissioner

24 Ro 8/- Auction Sale.

In the District Court of Kurunegala.

George Theabold Peiris of Bambalapitiya, Colombo,..... Plaintiff.

No. 10,906. E 27846

Banneta Mudiyanse Wannihamy Gan-Aratchi of Bihalpola in Yatikahe korale.....Defendant.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree, on Tuesday, June 1, 1926, commencing at 2 P.M., on the first land herein below :

1. Gonnagahamulahena lot 44F in B. S. P. P. 203 of about 7 $\frac{1}{2}$  acres in extent, situate at Bihalpola aforesaid.

2. An undivided  $\frac{1}{2}$  share of all that land comprised of Polgahamulahena of 3 lahas kurakkan sowing thereto adjoining Dikhena of about 5 lahas kurakkan sowing and Galahitiyawehena of 2 $\frac{3}{4}$  seers kurakkan (which is  $\frac{1}{2}$  of Galahitiyawehena of 2 lahas kurakkan sowing), and which said property is situated at Bihalpola aforesaid.

Further particulars from me—

Kurunegala, April 27, 1926. T. B. AMUNUGAMA,  
Licensed Auctioneer.

Ro 5/- APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

hereby give notice that I have on March 12, 1926, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1926, in compliance with Excise Notification No. 75 of June 15, 1918 :—

E 27775 Schedule referred to.

Name and address of applicant : U. K. Robert Silva, 10, York street, Fort, Colombo.

Description of licence applied for : Foreign liquor tavern licence, Britannca Bar, Fort.

State whether application is for renewal of existing licence or licences or for a new licence or licences : New licence (transfer).

Situation of premises to be licensed : 10, York street, Fort.

U. K. ROBERT SILVA,  
Applicant.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Sale of Goods.

THE under-mentioned packages lying at Messrs. The Ceylon Wharfage Company's premises beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on Tuesday, May 25, 1926, at 1 P.M. Goods must be cleared on or before Friday, May 28, 1926:—

Entry Number and Date 1925.	Date of Steamer 1925.	Steamer.	From	Marks and Numbers.	Number and Description of Packages.
B I WAREHOUSE.					
F 1620, Sept. 25/18	Sept. 25/15	ss. Cathay	London	Colo. G. R.	1 bag merchandise
F 1663, Sept. 19	Sept. 25/15	do.	do.	G. R. or nil	1 bag merchandise
F 1809, Sept. 22	Sept. 3	ss. Imani	do.	3827 in a diamond and W M H outside	1 case shoes
F 473, Nov. 4	Oct. 13	ss. Angers	Marseilles	BLANS upon 5563	1 case merchandise
F 1255, Nov. 12	Oct. 8	ss. Mandala	London	KRW in a triangle and W L C outside	1 case grinding machinery
F 1592, Nov. 14	Sept. 29	ss. Marienfels	Hamburg	SMR upon Ref 9591	1 case samples of glass
F 1699, Nov. 16	Oct. 23	ss. Clan Macneil	Liverpool	B in a triangle or nil outside	1 bag soda
F 2331, Nov. 20	Oct. 31	ss. Morea	London	E G A & Co.	1 case soap
F 2416, Nov. 23	Oct. 23	ss. Clan Macintosh	Liverpool	Nil	1 package merchandise
F 679, Dec. 5	Nov. 12	ss. Japan	Gothenburg	YDC in a diamond and C M Colo. × outside	1 case accordians
F 923, Dec. 7	Nov. 11	ss. Paul Lecat	Marseilles	MC upon I	1 case wine
F 1245, Dec. 10	Nov. 10	ss. Ockenfels	Hamburg	VIA upon 51	1 case cigarette boxes
F 1601, Dec. 14	Nov. 21	ss. Dumana	London	S upon NKB 667/60	4 cases confectionery, &c.
F 2575, Dec. 25/21	Nov. 25/13	ss. Media	do.	RBS upon MAF in a diamond and 456/8 outside	3 cases enamelware
F 2576, Dec. 21	Nov. 28	ss. Clan Murray	Liverpool	KC in a diamond and I/2 outside	2 cases whisky
F 2882, Dec. 22	Dec. 3	ss. Atsuta Maru	Kobe	MM	1 case auto parts
F 2883, Dec. 22	Dec. 3	do.	do.	MM or W. Hermon, Esq.	2 bundles spring
F 1651, Dec. 14	Nov. 25	ss. Comorin	Australia	Colo. upon Mrs. M. Sproule	5 cases jams, &c.

## LYING IN YARD.

—	Nov. 25/28	ss. Clan Murray	London	IOH upon IOF	2 bars iron
—	Dec. 10	ss. Matheran	do.	CAH in a diamond or nil outside	2 pipes
—	Dec. 18	ss. Delhi	Gothenburg	2 green	4 bars round iron
—	Dec. 24	ss. Mandasor	London	CAH in a diamond	3 pipes

H. M. Customs,  
Colombo, May 5, 1926.

C. H. COLLINS,  
for Principal Collector.

## CEYLON UNIVERSITY COLLEGE.

THE following awards have been made on the results of the recent Entrance Scholarship Examination of the University College:—

## To Scholarships for Arts of Rs. 480 per annum.

S. C. Fernando	Royal College and University College
T. L. Peries	Royal College
A. Sittampalam	Ananda College and University College

## To Scholarships for Science of Rs. 480 per annum.

A. V. Richards	Jaffna Central College and University College
E. O. E. Pereira	Royal College and University College
P. Navaratnarajah	St. Benedict's College

## To Exhibitions for Arts of Rs. 240 per annum.

C. E. Rubesinghe	Trinity College and Royal College
S. Tangarajah	Trinity College and University College
P. Ragupathy	Hindu College and University College
G. Thomas	St. Patrick's College
R. H. Dias Abeysinghe	St. Thomas's College and University College
M. D. A. Weerasooriya	Trinity College
B. A. Mendis	Royal College and University College

## To an Exhibition for Science of Rs. 240 per annum.

T. Sivapragasam	St. Patrick's College and Royal College
-----------------	---

LEIGH SMITH,  
Acting Principal, University College.  
Colombo, May 1, 1926.

**Change of Management.**

NOTICE is hereby given that Rev. R. Pearson, Kingswood College, Kandy, has been appointed Manager of the school mentioned below, in place of Rev. W. J. T. Small.

*School referred to.*

MT/Kahagala Vernacular Boys' School.

Education Office, L. McD. ROBISON,  
Colombo, April 28, 1926. Acting Director of Education.

**Change of Management.**

NOTICE is hereby given that the Superintendent, Yataderiya estate, Undugoda, has been appointed Manager of the school mentioned below, in place of Rev. T. S. Johnson.

*School referred to.*

Northbrook Estate School.

Education Office, L. McD. ROBISON,  
Colombo, April 28, 1926. Acting Director of Education.

**Change of Management.**

NOTICE is hereby given that Rev. T. S. Johnson has been appointed Manager of the Pettah St. Paul's Night English School, in place of Rev. L. J. Gaster.

Education Office, L. McD. ROBISON,  
Colombo, May 8, 1926. Acting Director of Education.

**Change of Management.**

NOTICE is hereby given that Mr. M. Mootatamby "The Lette," Rosmead place, Colombo, has been appointed Manager of the school mentioned below, in place of Mr. M. Muttucumaru.

*School referred to.*

Nallur Girls' Vernacular School.

Education Office, L. MACRAE,  
Colombo, April 22, 1926. Director of Education.

**Change of Management.**

NOTICE is hereby given that Miss R. M. Overton has been appointed Manager of the schools mentioned below, in place of Rev. W. J. T. Small.

*Schools referred to.*

Training Colony, Practising School, Peradeniya, and Boyagama School.

Education Office, L. McD. ROBISON,  
Colombo, April 28, 1926. Acting Director of Education.

**Change of Management.**

NOTICE is hereby given that Mr. D. Wickremasinghe, Proctor, Supreme Court, has been appointed Manager of the school mentioned below, in place of the late Mr. K. S. de Silva.

*School referred to.*

Sangamitta Anglo-Vernacular Girls' School, Patuwatta.

Education Office, L. McD. ROBISON,  
Colombo, April 28, 1926. Acting Director of Education.

**Loss of Firearms.****NORTH-WESTERN PROVINCE.**

Single-barrelled cap gun licensed under No. Q 7109 marked on the barrel and stock.

Owner: N. M. Charles Singho of Makandura in Pitigal korale in Katugampola hatpattu, in the District of Kurunegala.

Remarks: Said to be lost on February 21, 1926.

The Kachcheri, H. W. ABEYWARDENE,  
Kurunegala, May 10, 1926. for Government Agent.

**RATNAPURA DISTRICT.**

Description of property: One single-barrelled muzzle-loading gun, Nos. 190 and c 228 marked on stock.

No. of licence: 935KM.

Owner: Weligala Kiribanta of Welanga.

Remarks: Stolen from a watch hut on February 1, 1926.

The Kachcheri, J. M. DE SILVA,  
Ratnapura, May 10, 1926. for Government Agent.

**Rinderpest.**

WHEREAS rinderpest has broken out in the premises known as the Public Slaughter house, Dematagoda, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from April 29, 1926.

The Municipal Office, CHAS W. PATE,  
Colombo, May 5, 1926. Municipal Veterinary Surgeon.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that Walasmulla-Hakmana road as far as the Matara District boundary is closed to all cattle traffic for a further period of ten days from the date hereof.

The Kachcheri, N. W. MORGAPPAH, JR.,  
Hambantota, May 3, 1926. for Assistant Government Agent.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Wiraketiya-Dammulla road and Wiraketiya-Walasmulla road are closed to all cattle traffic for a further period of ten days from the date hereof.

The Kachcheri, N. W. MORGAPPAH, JR.,  
Hambantota, May 3, 1926. for Assistant Government Agent.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the road from Ranna to Wiraketiya is closed to all cattle traffic for further period of ten days from the date hereof.

The Kachcheri, N. W. MORGAPPAH, JR.,  
Hambantota, May 3, 1926. for Assistant Government Agent.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Ambalantota-Liyangahatota road is closed to all cattle traffic for a further period of ten days from the date hereof.

The Kachcheri, N. W. MORGAPPAH, JR.,  
Hambantota, May 3, 1926. for Assistant Government Agent.

**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.

N. W. MORGAPPAH, Jr.,  
The Kacheheri, for Assistant Government Agent.  
Hambantote, May 4, 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 Matarra District boundary is closed to all cattle traffic for a further period of ten days from the date hereof.

N. W. MORGAPPAH, Jr.,  
The Kacheheri, for Assistant Government Agent.  
Hambantota, May 4, 1926.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Nalagama-Gansabhawa road is closed to all cattle traffic for a period of ten days from the date hereof.

N. W. MORGAPPAH, Jr.,  
The Kacheheri, for Assistant Government Agent.  
Hambantota, May 6, 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 all cattle traffic for a further period of ten days from the date hereof.

N. M. MORGAPPAH, Jr.,  
The Kacheheri, for Assistant Government Agent.  
Hambantota, May 8, 1926.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that Tangalla-Wiraketiya road from the Sanitary Board limit to Wiraketiya is closed to all cattle traffic for a further period of ten days from the date hereof.

N. W. MORGAPPAH, Jr.,  
The Kacheheri, for Assistant Government Agent.  
Hambantota, May 8, 1926.

**Rinderpest.**

WHEREAS rinderpest exists in the Siyambalagoda Police Officer's 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.*

Siyambalagoda Police Officer's Division.  
North.—Bedigama.  
East.—Vitaranadeniya and Walganeliya.  
South.—Polommoruwa and Sitinamaluwa.  
West.—Puwakdandawa and Kahawatta.

HARRY O. JAYAWARDANA,  
Mudaliyar, West Giruwa Pattu.  
May 1, 1926.

**Rinderpest.**

WHEREAS rinderpest exists in the Julampitiya Vidana-Arachchi's 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.*

Julampitiya Vidana-Arachchi's Division.

North.—Paranagampalata Vidana-Arachchi's Division.  
East.—East Giruwa pattu.  
South.—Morakada Upper Vidana-Arachchi's Division.  
West.—Walasmulla Upper and Kirama Vidana-Arachchi's Division.

HARRY O. JAYAWARDANA,  
Mudaliyar, West Giruwa Pattu.  
May 1, 1926.

**Rinderpest.**

WHEREAS rinderpest exists in the village of Kadurupokuna 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.*

Kadurupokuna.

North.—Sitinamaluwa and Polommuruwa.  
East.—Tangalla.  
South.—Goyanbokka, Unakuruwa, and Okewela.  
West.—Polapota.

HARRY O. JAYAWARDANA,  
Mudaliyar, West Giruwa Pattu.  
May 4, 1926.

**Rinderpest.**

WHEREAS rinderpest exists in the Walasmulla Upper Vidana-Arachchi's 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.*

Walasmulla Upper Vidana-Arachchi's Division.

North.—Kirama Vidana-Arachchi's Division.  
East.—Julampitiya Vidana-Arachchi's Division.  
South.—Walasmulla Centre Vidana-Arachchi's Division.  
West.—Kanumaldeniya North.

HARRY O. JAYAWARDANA,  
Mudaliyar, West Giruwa Pattu.  
May 4, 1926.

**Rinderpest.**

WHEREAS rinderpest exists in the village of Ittadembaliya 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.*

Ittadembaliya.

North.—Galahitiya.  
East.—Raluwa and Keppitiyawa.  
South.—Atuhode.  
West.—Galahitiya.

HARRY O. JAYAWARDANA,  
Mudaliyar, West Giruwa Pattu.  
May 9, 1926.

**Rinderpest.**

WHEREAS rinderpest exists in the Walasmulla Upper Vidana-Arachchi's 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.*

Walasmulla Upper Vidana-Arachchi's Division.

North.—Kirama Vidana-Arachchi's Division.

East.—Julampitiya Vidana-Arachchi's Division.

South.—Walasmulla Centre Vidana-Arachchi's Division.

West.—Kanumuldeniya North.

HARRY O. JAYAWARDANA,  
Mudaliyar, West Giruwa Pattu.

May 4, 1926

**Foot and Mouth Disease.**

NOTICE is hereby given that the area declared infected at Lenawihare estate in Ihalawisideke korale east in Hiriya hatpattu of Kurunegala District of the North-Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the

Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated January 29, 1926, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kacheheri, H. W. ABEYEWARDENE,  
Kurunegala, May 7, 1926. for Government Agent.

**Rinderpest.**

BY virtue of the powers vested in me by section 7 (1) of Ordinance No. 25 of 1909, I, Edward Turner Millington, Government Agent of the Province of Sabaragamuwa, do hereby proclaim that the road from Timbolketiya to Liyangahatota, shall be closed to all cattle traffic for a further period of ten days from the date hereof.

The Kacheheri, E. T. MILLINGTON,  
Ratnapura, May 11, 1926. Government Agent.

**NOTICE UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."****Notice of Sale of Toddy Rents, Mannar District.**

TENDERS are hereby invited for the purchase of the toddy rents in the Mannar District as per schedule annexed for a period of 12 months from July 1, 1926, to June 30, 1927.

2. Tenders which must be in sealed envelopes subscribed "Tenders for Toddy Rents" should be addressed to the Assistant Government Agent, Mannar, and should reach the Mannar Kacheheri not later than 11 A.M. on Monday, June 7, 1926. The tenderer must be present at the Kacheheri at the time.

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

4. The rent will, subject to condition 3 above, be sold to the person who offers the highest bid.

5. The successful tenderer shall immediately pay to the Assistant Government Agent a sum equivalent to two months' rent as a security deposit and sign condition and contract furnishing necessary stamps.

The Kacheheri, C. E. JONES,  
Mannar, May 10, 1926. Assistant Government Agent.

**SCHEDULE REFERRED TO.****Toddy Taverns, 1926-1927.***Mannar District.*

No.	Division.	Locality or Range.
4.	Musali	Within the village of— Arippu

**SALES OF TOLL AND OTHER RENTS.****Toll Rents, Western Province.**

NOTICE is hereby given that on Monday, May 24, 1926, at 12 noon, will be put up for resale at the Colombo Kacheheri, at the risk of the original purchasers for the period mentioned below, the under-mentioned Toll Rents of the Western Province, the original purchasers of which may have failed to pay on or before that date the instalment for the month of April, 1926, or any part thereof, that may be due and owing on that date.

The purchaser or purchasers at the resale should deposit one tenth of the purchase amount on the day of sale.

If the rents are not disposed of at the resale, action will be taken against defaulters in terms of the provisions of the Ordinance No. 21 of 1905.

From June 1 to September 30, 1926.

*Canals.*—(1) Hendala, (2) Grandpass, (3) Kittanpahuwa, (4) Kalutara, (5) Negombo.

The Kacheheri, E. BARTLETT,  
Colombo, May 3, 1926. Government Agent.

**Purchase of Toll Rents.**

NOTICE is hereby given that the Assistant Government Agent, Puttalam and Chilaw, will receive sealed tenders for the purchase of the under-mentioned toll rents for twelve months from October 1, 1926, to September 30, 1927; Tenders which must be in sealed envelopes super-scribed "Tenders for Toll Rents" must be handed in personally at the Puttalam Kacheheri at 10.30 A.M. on June 16, 1926, and no tender received by post will be accepted, nor will any tender received after the day and hour above-mentioned be considered.

2. Separate tenders should be made for the several rents shown as below,

3. The successful tenderer will be required to deposit at once one-tenth of the purchase amount in cash, and should the offer be accepted by His Excellency the Governor, to furnish approved security for 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.

4. He will be required to deposit money to pay the Crown Proctor for examining and giving his opinion on the title deeds of property tendered by him as security, and for examining and settling the security bond, and the fees charged by the Crown Proctor for examining documents and drawing the security bond, the expenses of appraising the properties and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 10 of 1919.

5. 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. The certificates must be obtained at the cost of the party offering the security.

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

7. Further information can be obtained from me on application.

*Canals.*

1 Nattandiya 2 Munatipirivu 3 Palavi

*Ferries.*

1 Puttalam-Etalai 4 Kalpitiya-Mutuwal  
2 Puttalam-Kalpitiya 5 Chilaw-Mutuwal  
3 Kalpitiya-Karativu

The Kacheheri, K. SOMASUNTHARAM,  
Puttalam, May 11, 1926. for Assistant Government Agent,  
Puttalam and Chilaw Districts.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

## List of Auctioneers' Licences issued during April, 1926.

Date.	No. of Licence.	Name and Address.
April 22..	14	M. Abdul Latiff Aboobacker, 70, 2nd Division, Maradana

## List of Auctioneers' and Brokers' Licences issued during April, 1926.

April 1..	100	K. A. C. Alwis, 2, Mohandiram's road
April 15..	101	W. P. Hoole, 18, Upper Chatham street
April 15..	102	T. A. de Mel, Sirisarana, Green, Lands' road
April 20..	103	B. G. Rodrigo, 38, Chatham street
April 20..	104	Andrew B. Cramer, 18, Upper Chatham street
April 22..	105	J. C. G. Rodrigo, 61, Chatham street
April 30..	106	M. D. William, 26, Norris road

## List of Brokers' Licences issued during April, 1926.

April 1..	108	H. C. Fernando, St. Andrews, Pickering's road
April 1..	109	Valentine de Mel, 37/1, Forbes road
April 1..	110	M. A. Mohideen, 10, Maliban street
April 1..	111	S. Suppiah Pillai, 9, Dewaas lane
April 1..	112	R. F. Cramer, 18, Upper Chatham street
April 1..	113	S. Hamid, 41, 2nd Cross street
April 8..	114	K. D. Martinus Perera, 39/15, Pia-chauds lane
April 8..	115	Geo. Boulton, Bristol buildings
April 17..	116	G. F. Perera, 115, Dam street
April 17..	117	K. R. Fernando, Pavalion Hotel, Maradana
April 20..	118	W. S. Fernando, 30, Mohandiram's road
April 26..	119	Daniel Goonaratne, 8, Baillie street
April 29..	120	V. Meenachisunderampillai, 68, Sea street

G. H. N. SAUNDERS,  
Municipal Treasurer.

Treasurer's Department, Town Hall,  
Colombo, May 4, 1926.

## Sale of Land.

IT is hereby notified that the following allotment of land belonging to the Municipal Council of Colombo, by virtue of certificate of title No. 21, dated April 6, 1925, will be sold by public auction for outright possession at 2.30 P.M. on Wednesday, June 16, 1926, at the Town Hall:—

Conditions of sale will be made known at the time of sale or earlier on application to the undersigned.

A block of land with the buildings thereon bearing assessment No. 129/16 (new No. 70 (27-29)), Skinner's road, situated in the Maradana Ward, within the Municipal limits of Colombo, Western Province; bounded as follows:—

North by properties of Alia Marikar Zubada Umma and B. M. Amsa Umma, bearing assessment No. 70 (30-32).

East by a passage.

South by property of P. L. M. Abdul Majeed Aleena Umma and east of S. Pakir Bawa, bearing assessment No. 70 (12-26).

West by property of M. S. Noor Mohamed, bearing assessment No. 58 (10-16).

Containing in extent 7 60/100 perches.

G. H. N. SAUNDERS,  
Municipal Treasurer.

Municipal Treasurer's Department,  
Colombo, May 5, 1926.

## Sale of Land.

IT is hereby notified that the following allotment of land with the buildings thereon belonging to the Municipal Council of Colombo, by virtue of certificate No. 7 of June 15, 1925, will be sold by public auction for outright possession at 2.30 P.M. on Wednesday, June 23, 1926, at the Town Hall:—

Conditions of sale will be made known at the time of sale or earlier on application to the undersigned.

A block of land with the buildings thereon, bearing assessment No. 3992/59, Modera street, situated in the Kotahena Ward, within the Municipal limits of Colombo, Western Province; bounded as follows:—

North by Kelani river and property of K. Juan Dias, bearing assessment No. 3991/60(1-4).

East by properties of K. Juan Dias and A. Coos Mohamado, bearing assessment Nos. 3991/60 (1-4) and 3993/59 (1-8).

South by properties of A. Coos Mohamado and J. Romanis Silva, bearing assessment Nos. 3993/59 (1-8) and 3994/58 (1).

West by property of J. Romanis Silva, bearing assessment No. 3994/58 (1) and Kelani river.

Containing in extent 19 36/100 perches.

G. H. N. SAUNDERS,  
Municipal Treasurer.

Treasurer's Department, Town Hall,  
Colombo, May 7, 1926.

## MUNICIPALITY OF KANDY.

## Auctioneers and Brokers.

THE following has been licensed in April, 1926, by the Chairman, Municipal Council, Kandy, under the Surveyors, Auctioneers, and Brokers Ordinance, No. 15 of 1889:—

A. Suppiah Broker

Municipal Office,  
Kandy, May 4, 1926.

JAS. JAYATILEKE,  
Secretary.



**Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on March 20, 1926, at 8.30 a.m., in accordance with Notice dated March 16, 1926.**

*Present* :—Hon. Mr. W. L. Kindersley, Chairman ; Mr. J. C. Ratwatte ; Mr. L. H. S. Pieris ; Mr. G. E. de Silva ; Dr. G. P. Hay ; Mr. Haji M. S. Ussoof Ismail ; and Mr. S. A. Wijayatilleke.

1. The Minutes of Proceedings of the Meeting held on February 27, 1926, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—(a) Statement of receipts and disbursements from close of 1925, to February 28, 1926, on account of the Municipal Fund ; (b) Progress report of works brought up to the same date ; (c) Health Officer's report for February, 1926 ; (d) Statements of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of February, 1926 ; (e) The reservoir readings for February, 1926.

Resolved that the statement (a), together with the Minutes of Proceedings of this Meeting, as required by section 83 of the Municipal Councils Ordinance, No. 6 of 1910, be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. The following papers were laid on the table :—Reports by the several Inspectors on laundries, bakeries, dairies standpipes, and house-service taps inspected during February, 1926.

(a) Mr. de Silva complained that a letter dated December 12, 1925, addressed to the Chairman and Members by Mr. F. D. Pieris, regarding the inconvenience caused by the water supply being intermittent even when the reservoir was full had not been circulated to the Members, and that not even a reply appeared to have been sent till February 19, 1926. He thought the Municipal Officers were guilty of carelessness and discourtesy in treating a complaint of this kind in such a manner.

The Chairman explained that the unsatisfactory water supply appeared to be due to the extension of the main to the different parts of the town, the incrustation of the mains and the sizes of the mains being too small for present needs.

He agreed that the letter should have been circulated to the Members. As regards the question of discourtesy on the part of the Municipal Officers to rate-payers, he found that the letter had been acknowledged the very day it was received, and Mr. Buultjens had himself seen Mr. Pieris soon after and accompanied him to Peradeniya to inquire whether the tank at the Gardens was being filled during the day as was supposed by Mr. Pieris. This appeared to be a better form of courtesy than a mere reply to his letter.

4. Correspondence :—(1) Letter No. 9 of March 2, 1926, from the Hon. the Colonial Secretary, regarding interest earned on a sum of Rs. 67,537.50 deposited at the Kandy Kachcheri, for the acquisition of a portion of Hantane estate.—Read.

(2) Letter of February 22, 1926, from the Hony. Secretary, Kandy Agri-Horticultural and Industrial Show, 1926, asking for the use of Bogambra Grounds for the forthcoming Show from June until end of August.—Resolved that the permission asked for be allowed.

(3) Letter of March 14, 1926, from the Hony. Secretary, Katugastota rate-payers' Association, forwarding resolutions passed at a General Meeting of the Association, for the consideration of Council.—Read.

5. Pursuant to notice, Mr. Wijayatilleke asked—Will the Chairman be pleased to table the report of the Superintendent of Works on the following motions passed by this Council several months ago—(a) The improvement of the road leading from Peradeniya road to the Mulgampola Cemetery ; (b) The selection of a site for a public market between Mulgampola and Peradeniya and an estimate therefor ?

The Chairman read and tabled the reports asked for.

6. Pursuant to notice, Mr. Wijayatilleke asked—(1) Will the Chairman be pleased to state why certain important streets like Castle Hill street, Pavilion street, upper section of Colombo street, and Malabar street, Colombo road, parts of Peradeniya road, and Trincomalee street, are never watered ? (2) What amount has been spent in watering the streets during January and February, 1926, and how many watering carts have been in use daily during the said period ? (3) Will the Chairman be pleased to supply the Superintendent of Works with a copy of the opinion of the Medical Officer of Health that "with a lower rainfall, and the enormous increase of motor traffic during the year, the streets were deep in dust which caused much public complaint. Not only is dust a nuisance, but a serious and daily increasing menace to public health. The adoption of remedial measures to this end is therefore very essential," and order him (the Superintendent of Works) to see that every important street is watered at least once a day and give up the present arrangement of attending to certain streets and sections of streets only.

The Chairman replied as follows :—(1) Pavilion street, upper section of Colombo street, Malabar street, and parts of Peradeniya road and Trincomalee street are not watered as they are treated with tar composition which is a method of preventing dust. Colombo road having the least traffic, other roads are given preference ; (2) January, Rs. 179.46 ; February, 205.12 ; Three carts were used in January, and four carts in February. (3) The Council provided in the Budget for this year a total sum of Rs. 15,375 for treating the town streets with tar composition. The greater portion of Peradeniya-Lewella road, and portions of Kandy-Katugastota road have been treated with tar composition and the work is being continued. The roads so treated do not need to be watered and watering them will affect the life of the roads.

If the important streets are watered then the less important streets will not be watered, and the present arrangement of watering certain streets and sections of streets only will continue.

7. With the leave of Council Mr. Pieris stated that in view of the fact that one of the elected members had an interview with His Excellency the Governor on the subject of Municipal Reforms, he (Mr. Pieris) would not be introducing the motion regarding the same, of which he had given notice at the February meeting of Council.

8. Pursuant to notice, Mr. Wijayatilleke moved—That this Council do request the Postmaster-General to grant a Sub-Post and Telegraph Office for Mulgampola to be located in the neighbourhood of the new Kingswood College. Mr. Ismail seconded.—Carried.

9. Pursuant to notice, Mr. Wijayatilleke moved—That the Superintendent of Works be requested to submit plans and estimates for the erection of the Municipal Cattle Exposing Shed on the site selected by the Medical Officer of Health, in time for consideration at the next meeting of Council. Mr. Ratwatte seconded.—Carried.

Mr. Pieris undertook to inspect the site and report from point of view of the Society for the Prevention of Cruelty to Animals.

10. Pursuant to notice, Mr. de Silva moved—That this Council do appoint a Committee to consider the question of taxation of paddy fields in the Municipal area. Mr. Ratwatte seconded.—Carried.

The following Committee was appointed :—Dr. Hay, Mr. Ratwatte, the Chairman, and the Mover.

11. Pursuant to notice, Mr. de Silva moved—That immediate steps be taken to construct drains along Katugastota road from Mahaiyawa bridge up to Katugastota bridge, and that the Superintendent of Works be requested to submit estimate for this purpose. Mr. Ratwatte seconded.

It was agreed to ask the Superintendent of Municipal Works to furnish an estimate for drain from Katugastota bridge towards Kandy, as far as Dr. Gray's premises.

12. Supplemental Budget No. 1 of 1925. Resolved that the Budget be adopted.

13. Recommendations of Standing Committees :—

*Standing Committee (A).*

(1) That the following by-law be adopted :—“ No person shall use a Lorry or Motor Omnibus on any of the roads within the limits of the Municipality of Kandy, other than those which are specified in the Schedule hereunder, except under special permit from the Chairman :—

*Schedule.*

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Colombo street.</li> <li>2. Pavilion street.</li> <li>3. Castle Hill street.</li> <li>4. Brownrigg street from Ward street junction to King street.</li> <li>5. Market street.</li> <li>6. Railway Approach road.</li> <li>7. Temple street from Trincomalee street junction to Pavilion street.</li> <li>8. King street from Brownrigg street to Pavilion street.</li> </ol> | <ol style="list-style-type: none"> <li>9. Hill street from Castle Hill street junction to Trincomalee street.</li> <li>10. Cross street from Trincomalee street junction to Castle Hill street.</li> <li>11. Torrington road.</li> <li>12. Hantane road.</li> <li>13. The main road to Peradeniya.</li> <li>14. The main road to Katugastota.</li> <li>15. The main road to Haragama.</li> <li>16. The main road north side of Lake to Talatuoya.</li> </ol> |
|---|--|

*Standing Committee (C).*

(2) That the fee for the use of Bogambra for the Kandy District Association Football League matches be fixed at Rs. 2 for each match.

(3) That the Assessment Clerk be given a non-pensionable personal allowance of Rs. 210 per annum in view of his long service.

(4) That house allowance be given to the following :—The Book Binder ; Two Office Coolies ; Assistant Supervisor of Conservancy ; and Waterworks Inspector.

(5) That Collector Alwis Perera be paid Rs. 50, for expenses incurred through being stationed at the Victoria Esplanade for collecting fees for parking motor cars on the Esplanade, during the recent Exhibition of the Tooth Relic.

(6) That the rate of daily pay of Poochi, back lane cooly, be increased from 33 cents to 37 cents per diem.

(7) That the rate of daily pay of Munisamy, the disinfecting cooly be raised from 55 cents to 75 cents per diem.

(8) That the sum of Rs. 15 per mensem paid by the Board of Improvement to the Council for work done by the two accounting clerks and the shroff be divided equally among them with effect from January 1, 1925.

*Standing Committee (D).*

(9) That the estimate of Rs. 82, for covering drain at back of premises No. 237, Trincomalee street be sanctioned.

(10) That the strip of Municipal land near the Church Missionary Society premises in Gregory road be leased to the Mission at 25 cents per annum.

Resolved that the recommendations be adopted with the exception of (3) to (8) which were deferred for consideration at the next meeting of Council.

14. Tenders for collecting rents of Model dwellings at Mahaiyawa from April 1, to December 31, 1926.—Resolved that the tender of A. A. Fernando for Rs. 6,075 be accepted.

Confirmed this 24th day of April, 1926 :

W. L. KINDERSLEY,  
Chairman, Municipal Council, Kandy.

## A.—GENERAL REVENUE ACCOUNT.

## Revenue Account for the Three Months, January 1 to March 31, 1926.

EXPENDITURE.	Estimated for 1926.		Incurred from Jan. to Mar., 1926.		REVENUE.	Estimated for 1926.		Accrued from Jan. to Mar., 1926.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
1 Administrative, personal emoluments ..	74,170	42	18,715	7	1 Consolidated rate ..	200,000	0	49,895	25
1A Administrative, other charges ..	19,915	0	5,007	7	2 Taxes ..	32,005	0	26,525	35
2 Rice allowance to coolies ..	1,800	0	—	—	3 Tolls ..	27,068	0	1,290	84
3 Collectors ..	10,600	0	3,022	23	4 Licence fees and stamp duties—				
4 Infectious diseases, prevention ..	4,000	0	957	90	(a) Licence fees ..	4,800	0	1,406	0
5 Scavenging streets and removal of house and trade refuse ..	31,493	75	6,834	39	(b) Stamp duties ..	17,280	0	8,324	50
6 Conservancy of latrines ..	44,520	0	12,624	40	5 Slaughter-house fees ..	10,750	0	2,763	66
7 Minor sanitary services ..	3,345	0	541	63	6 Conservancy fees ..	29,350	0	8,814	55
8 Roads, buildings, parks, &c., maintenance ..	62,601	0	21,820	29	7 Rents ..	72,085	75	18,063	96
9 Public lighting ..	29,000	0	7,016	1	8 Judicial fines ..	6,500	0	1,628	54
10 Water services ..	15,100	0	3,319	18	9 Water service ..	11,150	0	3,203	46
11 Town improvements ..	7,500	0	1,579	14	10 Government grants ..	34,618	0	—	—
12 Markets ..	7,900	0	1,956	88	11 Education account ..	—	—	—	—
13 Slaughter-houses ..	4,591	54	593	85	12 Miscellaneous receipts ..	17,500	0	6,399	75
14 Cemetery ..	2,491	6	578	14					
15 Municipal court ..	2,355	0	460	11					
16 Police ..	30,000	0	—	—					
17 Education ..	200	0	200	0					
18 Free library ..	2,400	0	2,400	0					
19 Poor relief and public recreation ..	10,680	0	3,186	18					
20 Pensions ..	3,956	63	988	98					
21 Loan repayments and interest ..	59,194	83	8,000	0					
22 Miscellaneous services ..	7,280	0	1,595	73					
	435,094	17	101,397	18					
23 Capital expenditure (provided from revenue) ..	18,800	0	4,163	9					
	453,894	17	105,560	27					
Balance being excess of revenue over expenditure ..	—	—	22,755	59					
			128,315	86		463,106	75	128,315	86

Kandy, April 23, 1926.

E. B. PEREIRA, Accountant.

## Balance Sheet, March 31, 1926.

LIABILITIES.					
Amount.			Total.		
Rs.	c.		Rs.	c.	
Loans outstanding :—					
Government of Ceylon ..	105,402	98			
Local loans commissioners on December 31, 1925 ..	422,666	66			
Less repayment in 1926 ..	5,000	0			
	417,666	66	523,069	64	
Loans redeemed account on December 31, 1925 ..	353,730	36			
Redeemed in 1926 ..	5,000	0			
			358,730	36	
Revenue contributions to capital outlay on December 31, 1925 ..	—	—	581,664	10	
Government contributions for capital services on December 31, 1925 ..	99,078	34			
Contribution received in 1926 for Paving Meda Ela ..	22,875	0			
			121,953	34	
Donations for capital services :—					
Donation from Mr. K. B. Warakalle for building an Ayurvedic dispensary (received in 1925) ..	—	—	2,900	0	
			1,588,317	44	
Capital account, balance in hand ..	—	—			188,558
Sundry creditors :—					
Police bill account ..	15,000	0			
Tradesmen ..	8,817	90			
Outstanding wages ..	4,099	75			
Market stall rent securities ..	4,506	50			
Model tenement securities ..	1,097	0			
Sundry securities ..	2,021	0			
Free library upkeep account ..	2,111	48			
Free library Members' deposit account ..	401	0			
Miscellaneous deposits ..	2,775	36			
Municipal court fines awards ..	424	25			
Tools and stores lost account ..	2	80			
Lettering vehicles ..	3	0			
Board of Improvement deposit account ..	1,965	20			
Maternity and Child Welfare Committee ..	287	2			
					43,512
Back lane scheme, contributions ..	—	—			15,067
Sinking fund :—					
Amount to credit invested as per contra ..	—	—			60,110
Revenue account, balance from 1925 ..	238,643	76			
Add revenue in excess of expenditure from January 1 to March 31, 1926, as per revenue account ..	22,755	59			
					261,399
					568,647

	ASSETS.									
	Expended to Dec. 31, 1925.		Expended during 1926.		Total Capital Outlay.		Unexpended Balance in Hand.		Total Assets.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Capital outlay :—										
Town Hall and Municipal offices	37,469	98	—	—	37,469	98	—	—		
Markets	77,442	91	—	—	77,442	91	—	—		
Rice granaries and depôts	60,860	38	—	—	60,860	38	—	—		
School buildings	10,156	51	—	—	10,156	51	—	—		
Model dwellings	241,675	83	1,892	64	243,568	57	31,431	43		
Ayurvedic dispensary	2,824	36	—	—	2,824	36	75	64		
Other Municipal buildings	59,771	91	—	—	59,771	91	—	—		
Roads, pavements, &c.	112,245	16	—	—	112,245	16	—	—		
Drainage	146,939	75	—	—	146,939	75	—	—		
Public latrines	25,287	98	—	—	25,287	98	—	—		
Carriage, and rickshaw stands	2,506	55	—	—	2,506	55	—	—		
Recreation grounds	30,874	26	—	—	30,874	26	—	—		
Waterworks	470,486	81	—	—	470,486	81	—	—		
Investigations into water schemes	5,476	59	—	—	5,476	59	—	—		
Waterworks, new scheme	74,791	6	5,897	8	80,688	14	134,176	86		
Steam road roller	14,902	36	—	—	14,902	36	—	—		
Paving Meda Ela	—	—	—	—	—	—	22,875	0		
Conservancy hand carts	226	0	—	—	226	0	—	—		
Incinerator	679	1	—	—	679	1	—	—		
Fire extinguishing apparatus	4,461	34	—	—	4,461	34	—	—		
Burial grounds and cemeteries (improvements in 1925)	1,334	52	—	—	1,334	52	—	—		
Public notice boards	106	40	—	—	106	40	—	—		
Dredger	3,939	2	—	—	3,939	2	—	—		
Dhobies tanks	7,510	0	—	—	7,510	0	—	—		
	1,391,968	69	7,789	72	1,399,758	51	188,558	93	1,588,317	44
Loan to Electricity Department	—	—	—	—	—	—	—	—	214,264	0
Investments held by trustees of Sinking Fund	—	—	—	—	—	—	—	—	60,110	0
Stocks and stores :—										
Stores	—	—	—	—	—	—	26,241	44		
Rice	—	—	—	—	—	—	419	5		
									26,660	49
Sundry debtors :—										
Rates, taxes, &c.	—	—	—	—	—	—	69,854	92		
Cheques returned by Bank	—	—	—	—	—	—	—	—		
Advance of pay, &c.	—	—	—	—	—	—	1,752	51		
Sale of stores	—	—	—	—	—	—	6	10		
Times book club account	—	—	—	—	—	—	13	13		
Board of Improvement	—	—	—	—	—	—	2,427	12		
Loan to the Superintendent of Works for purchase of a car	—	—	—	—	—	—	1,500	0		
									75,553	78
Cash :—										
In Mercantile Bank, fixed deposit	—	—	—	—	—	—	160,000	0		
In Mercantile Bank, current account	—	—	—	—	—	—	31,574	84		
Petty cash in hand	—	—	—	—	—	—	484	58		
									192,059	42
									568,647	69

Municipal Office,  
Kandy, April 23, 1926.

E. B. PEIRIS,  
Accountant.

#### B.—ELECTRICITY DEPARTMENT.

Revenue Account for the Two Months, January 1 to February 28, 1926.

EXPENDITURE.	Estimated for 1926.		Expended Jan. to Feb. 1926.		Total.
	Rs.	c.	Rs.	c.	
Generation of electricity :—					
Fuel	14,479	20	3,283	73	
Oil, waste, and engine room stores	3,418	0	1,674	94	
Salaries and wages at works	8,130	0	1,641	80	
Repairs and maintenance :—					
(a) Buildings	250	0	—	—	
(b) Engines, boilers, machinery, and plants	1,000	0	4	45	
					6,604 92
Distribution of electricity :—					
Salaries of outdoor staff	3,834	0	829	44	
Repairs and maintenance of meters, switches, and other apparatus	2,000	0	9	17	
					838 61

EXPENDITURE.	Estimated for 1926.		Expended Jan. to Feb. 1926.		Total.	
	Rs.	c.	Rs.	c.	Bs.	c.
Public lamps :—						
Salaries and wages ..	3,020	0	540	41		
Repairs and maintenance ..	3,000	0	428	97		
					969	38
Works executed for customers :—						
Labour ..	2,230	0	921	9		
Materials ..	10,000	0	3,668	18		
					4,589	27
Management and general expenses :—						
Salaries ..	17,590	0	2,870	0		
Rent of Engineer's bungalow ..	1,200	0	—	—		
Printing and stationery ..	750	0	183	75		
Legal expenses ..	50	0	—	—		
Telephone ..	225	0	—	—		
Audit fees ..	250	0	—	—		
Sundry charges ..	250	0	112	62		
Gratuity ..	—	—	300	0		
					3,466	37
Total amount of working expenses ..	—	—	—	—	16,468	55
Gross profit carried to nett revenue account ..	—	—	—	—	14,218	76
					30,687	31

INCOME.	Estimated for 1926.		Realized Jan. to Feb. 1926.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Sale of electricity :—						
Private lighting ..	110,000	0	17,427	23		
Power of heating ..	—	—	—	—		
Public lighting ..	35,000	0	5,058	92		
Municipal Department ..	500	0	54	65		
					22,540	80
Public lamps :—						
Attendance and maintenance ..	—	—	—	—		
Works executed for customers and goods sold :—						
From customers ..	17,000	0	7,499	1		
					7,499	1
Rent of meters :—						
Recoveries ..	4,300	0	624	0		
					624	0
Sundry revenue :—						
Miscellaneous receipts ..	500	0	23	50		
					23	50
					30,687	31

Kandy, May 4, 1926.

E. B. PERRIS, Accountant.

## Nett Revenue Account, for the Two Months January 1 to February 28, 1926.

	Rs.	c.	Rs.	c.		Rs.	c.
Interest ..	—	—	1,325	0	Balance from 1925 ..	12,261	39
Profits unappropriated on December 31, 1925 ..	12,261	39			Refund of Customs duty ..	2,145	95
Nett profit for January 1926 ..	8,729	48			Gross profit for January and February, 1926 ..	14,218	76
Nett Profit for February, 1926 ..	5,810	23					
	14,539	71					
			26,801	10			
			28,626	10			
						28,626	10

Kandy, May 4, 1926.

E. B. PERRIS, Accountant.

## Balance Sheet, February 28, 1926.

LIABILITIES.	Rs. c.	ASSETS.	Expended up to Dec. 31, 1925. Rs. c.	During 1926. Rs. c.	Total. Rs. c.
Revenue contribution to capital outlay	.. 102,523 95	Capital outlay :—			
Temporary loan from Municipal fund	.. 222,481 38	Acquisition of un-			
Reserve for depreciation	.. 22,959 17	dertaking	.. 150,000 0	—	150,000 0
Sundry creditors	.. 31,009 48	Extensions of			
Customers deposits	.. 2,258 0	building	.. 18,926 64	1,362 89	20,289 53
Consumers deposits	.. 2 77	New parts for			
Nett revenue account :—		engine	.. 7,276 73	—	7,276 73
Balance at credit	.. 26,801 10	Storage battery	.. 48,928 21	12 0	48,940 21
		Switch board	.. 1,945 94	1 20	1,947 14
		Meters	.. 2,886 36	18 62	2,904 98
		Mains	.. 55,361 45	4,771 26	60,132 71
		Air compressor	.. 2,319 21	—	2,319 21
		New generating plant	.. 63,893 71	8 52	63,902 23
			351,538 25	6,174 49	357,712 74
		Stores on hand			15,385 2
		Fittings on hire			85 48
		Sundry debtors			29,899 43
		Cash :—			
		Municipal Electrical Engineer's advance		.. 146 31	
		Petty cash		.. 1 58	
		Mercantile bank No. 2 account		.. 2,390 8	
		Cash in hand—collections		.. 2,415 21	
					4,953 18
	408,035 85				408,035 85

Kandy, May 4, 1926.

E. B. PEIRIS, Accountant.

## NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted :—

No. 2,175 of February 2, 1926.

*Ernst Kreissig.*

Improvements in railway buffers.

*Abstract.*—The buffer case has two rings to prevent the entrance of water and to guide the ram: one ring acts as the catch for the non-elastic buffer impact and the other as a stop when the ram is pressed out by the spring. The springs are formed of pairs of rings or pairs of spirals in which both are provided with conical faces so that one lies within the other, and when the spring is compressed these conical faces slide over one another so that the outer ring is expanded and the inner compressed: various modifications of this arrangement are described.

The claims are :—

1. A railway case buffer distinguished by at least one of the springs contained therein consisting of rings which are furnished alternately with conical outer faces and conical inner faces and which are put into each other so that one lies behind the other.
2. A railway case buffer according to claim 1, distinguished by the spring consisting of closed rings so that the individual rings are exclusively subject to strains of compression and tension when compressed axially.
3. Railway case buffer according to claim 1, distinguished by the spring consisting of two spiral springs t, z, twisted into each other and furnished with bevelled faces for engagement, the extremities of which are secured against tangential movements.
4. Railway case buffer according to claim 1, distinguished by the inner rings of the spring being slotted and the area of transverse sections being thus balanced that the slotted rings are subject to strains of flexure, the unslotted ones to strains of compression or tension in such a way that the latter participate effectively in the elastic reaction.
5. Railway buffer according to claim 1, distinguished by the outer rings being slotted, whereas the inner rings are unslotted so that when its spring is subject to strains at first only the outer rings are subject to strains of flexure until they engage, whereupon only the inner rings are subject to compressive strain.
6. Railway case buffer according to claim 1, distinguished by the buffer case being provided with two swells in the form of ringlets, against which the buffer ram is guided, the foremost swell serving as a non-elastic catch for the buffer impact, whereas the other swell which is spaced from the former serves as a stop for the ram when pressed outwardly by the spring.
7. Railway case buffer according to claim 1, distinguished by the stop for the buffer ram (e) for the swell (c) consisting of catch plates in the form of segments (b) which are secured to the flange (f) of the ram (e) by means of screws, the tap bolts of which are so long that the springs can be compressed by them when the buffer is fitted together.
8. Railway case buffer according to claim 1, distinguished by slots being provided in the ram which when closing engage cam (k) joined to the shackles (m) which are screwed together to a ring, the cams in conjunction with the swells (c) serving as stops for the ram (e).
9. Railway case buffer according to claim 1, distinguished by the buffer case being provided with two stop cams (b) against which the buffer ram is guided by means of slots (d) allowing of sufficient operation of the springs (g) (h) and preventing the buffer ram from being completely taken out.

Three sheets of drawings.

NORMAN RAE,  
Registrar of Patents.

## TRADE MARKS NOTICES.

*RoHf* ✓  
 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. 3,535.
- (2) Date of Receipt: March 23, 1926.
- (3) Applicant (Proprietor of the Trade Mark): BROOKE BOND, CEYLON, LIMITED (a Company incorporated under the Ceylon Joint Stock Companies Ordinance), 42, Union place, Slave Island, Colombo; Estate Agents.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Representation of the Trade Mark:

**LAVADA**

Registrar-General's Office,  
Colombo, May 5, 1926.

A. W. SEYMOUR,  
Registrar-General.

*RoHf* ✓  
 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. 3,537.
- (2) Date of Receipt: March 23, 1926.
- (3) Applicant (Proprietor of the Trade Mark): BROOKE BOND, CEYLON, LIMITED (a Company incorporated under the Ceylon Joint Stock Companies Ordinance), 42, Union place, Slave Island, Colombo; Estate Agents.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Representation of the Trade Mark:

**DORETON**

Registrar-General's Office,  
Colombo, May 5, 1926.

A. W. SEYMOUR,  
Registrar-General.

*RoHf* ✓  
 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. 3,536.
- (2) Date of Receipt: March 23, 1926.
- (3) Applicant (Proprietor of the Trade Mark): BROOKE BOND, CEYLON, LIMITED (a Company incorporated under the Ceylon Joint Stock Companies Ordinance), 42, Union place, Slave Island, Colombo; Estate Agents.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Representation of the Trade Mark:

**BAMBATENNE**

Registrar-General's Office,  
Colombo, May 5, 1926.

A. W. SEYMOUR,  
Registrar-General.

*RoHf* ✓  
 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. 3,539.
- (2) Date of Receipt: March 23, 1926.
- (3) Applicant (Proprietor of the Trade Mark): BROOKE BOND, CEYLON, LIMITED (a Company incorporated under the Ceylon Joint Stock Companies Ordinance), 42, Union place, Slave Island, Colombo; Estate Agents.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Representation of the Trade Mark:

**AROMATENNE**

Registrar-General's Office,  
Colombo, May 5, 1926.

A. W. SEYMOUR,  
Registrar-General.

*RoHf* ✓  
 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. 3,541.
- (2) Date of Receipt: March 23, 1926.
- (3) Applicant (Proprietor of the Trade Mark): BROOKE BOND, CEYLON, LIMITED (a Company incorporated under the Ceylon Joint Stock Companies Ordinance), 42, Union place, Slave Island, Colombo; Estate Agents.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Representation of the Trade Mark:

**AROMAWATTE**

Registrar-General's Office,  
Colombo, May 5, 1926.

A. W. SEYMOUR,  
Registrar-General.

*RoHf* ✓  
 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. 3,542.
- (2) Date of Receipt: March 23, 1926.
- (3) Applicant (Proprietor of the Trade Mark): BROOKE BOND, CEYLON, LIMITED (a Company incorporated under the Ceylon Joint Stock Companies Ordinance), 42, Union place, Slave Island, Colombo; Estate Agents.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Representation of the Trade Mark:

**GAFFATENNE**

Registrar-General's Office,  
Colombo, May 5, 1926.

A. W. SEYMOUR,  
Registrar-General.

**NOTICE TO MARINERS.**

No. 5 of 1926.

CEYLON—EAST COAST.

Temporary alteration to Batticaloa Light (Latitude 7° 45' N, Longitude 81° 41' E).

On or about May 17, 1926, Batticaloa Light will be temporarily altered in character from Gp-Occ-White to Fixed White. The temporary light will have a visibility of about 10 miles in clear weather. Further notice will be given when the normal character and visibility is resumed.

Admiralty charts affected: No. 2,031 Ceylon East Coast from 7° 20' N to Point Pedro.

Nb. 70 Bay of Bengal.

Publications: Admiralty List of Lights—Part VI., 1924, page 59.

Master Attendant's Office,  
Colombo, May 8, 1926.

JAMES G. FRASER, Captain, R.N.,  
Master Attendant.

**ROAD COMMITTEE NOTICES.****Nomination of Members, Local Committee.**

NOTICE is hereby given that the following gentlemen have been nominated, under "The Branch Roads Ordinance, No. 14 of 1896," to act as members of the Local Committee, for the Leangahawela-Poonagalla road for the years 1926 and 1927:—

Messrs. R. G. Coombe (Chairman), G. R. Pippet, C. de Lemos, and R. G. Coombe (as representing Broughton-estate).

Provincial Road Committee,  
Badulla, April 30, 1926.

R. A. G. FESTING,  
Chairman.

**Nomination of Members, Local Committee.**

NOTICE is hereby given that the following gentlemen have been nominated, under "The Branch Roads Ordinance, No. 14 of 1896," to act as members of the Local Committee for the Koslanda-Poonagalla road for the years 1926 and 1927:—

Messrs. L. G. Byatt (Chairman), R. G. Coombe, and G. R. Pippet.

Provincial Road Committee,  
Badulla, April 30, 1926.

R. A. G. FESTING,  
Chairman.

**NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."****Licensed Auctioneer.**

THE under-mentioned person was licensed during the month of April, 1926, to carry on the trade or business of an auctioneer within the limits of the Jaffna Urban District Council area 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:—

Manuel Maththew Puvirajasinghe, Auctioneer, Jaffna Town.

Office of the Urban District Council,  
Jaffna, May 7, 1926.

A. CANAGARATNAM,  
Chairman.

**LOCAL BOARD NOTICES.****Local Board, Nawalapitiya.**

NOTICE is hereby given that the houses &c., at Nawalapitiya, mentioned in the annexed schedule having been seized for default in payment of Police, Local Board, and Water-rates, Nawalapitiya, for the 4th Quarter, 1925, will be sold by public auction on June 1 and 2, 1926, on the spot at Nawalapitiya, at 8 A.M., in conformity with the Local Boards Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale are duly paid.

Further particulars can be obtained from the Local Board Office, Nawalapitiya.

The Kachcheri,  
Kandy, May 10, 1926.

C. SITTAMPALAM,  
for Government Agent.

**SCHEDULE.**

Kotmale street: 58, 59, 60, 61, 62, 63, 99, 100, 101, 182; Ambegamuwe road: 45, 47, 48, 49, 78-79, 83, 84, 85, 99, 101, 102, 118, 119, 120, 121, 135, 136, 147; Dolosbage road: 55, 61, 66; Hill road: 16, 45, 50; Penitudumulle road: 8, 13, 15, 15A, 18, 22, 26, 29, 36, 38, 44, 45, 46, 47, 49, 51A-51C; Penikuduwe road: 21, 26, 32, 35, 36; Karahandungala road: 29, 34, 42, 50, 58, 61A, 65, 67, 73.