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Part I. — General.

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

PAGE	PAGE	PAGE
Minutes by the Governor .. —	Miscellaneous Departmental Notices 2359	Trade Marks Notifications .. 2374
Proclamations by the Governor .. 2291	Abstracts of Season Reports .. —	Local Board Notices .. 2374
Appointments, &c., of Registrars .. 2293	Sales of Arrack and Toll Rents .. —	Road Committee Notices .. 2372
Appointments, &c., of Registrars .. 2294	Sales of Salt and Timber .. —	"Local Govt. Ordinance" Notices .. 2365
Government Notifications 2296 & 2875	"Excise Ordinance" Notices .. 2374	Unofficial Announcements .. 2307
Revenue and Expenditure Returns .. —	Proceedings of Municipal Councils .. 2366	Specifications under "The Irrigation Ordinance" .. —
Currency Commissioners' Notices .. —	Notices to Mariners .. —	Meteorological Returns .. <i>Suppl.</i>
Notices calling for Tenders .. 2300	Returns of Imports .. —	Books registered under Ordinance No. 1 of 1885 .. —
Sales of Unserviceable Articles, &c. 2305	Railway Traffic Returns .. —	
Vital Statistics 2306 & <i>Suppl.</i>	Patents Notifications .. —	

PROCLAMATIONS.

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

PROCLAMATION.

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

CECIL CLEMENTI.

WHEREAS by the Ordinance No. 28 of 1871, entitled "An Ordinance to provide for the Domestic Servants," it is enacted that the same shall come into operation in such towns the Island, and from such date or dates, as may from time to time be prescribed by the Governor by Proclamation published in the *Government Gazette* :

And whereas it is expedient to bring the said Ordinance into operation in the District of Matale, within the jurisdiction of the Police Court thereof :

Now, therefore, know Ye that We, the said Officer Administering the Government, in pursuance of the power and authority in Us vested by the said Ordinance No. 28 of 1871, do hereby proclaim that from and after October 1925, the said Ordinance shall come into operation within the District of Matale.

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

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD SAVE THE KING.

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

PROCLAMATION.

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

CECIL CLEMENTI.

WHEREAS by section 4A (1) of "The Road Ordinance, 1861," it is enacted that every place within the limits of a Municipal town comprised in the term "road" as defined in section 4 of the said Ordinance shall, unless specially exempted by the Governor with the advice of the Executive Council by Proclamation in the *Government Gazette*, be deemed to be vested in the Municipal Council of such town:

And whereas the 20 feet wide road reservation described as lots 3, 4, 5, 6, 7, 8, and 9 in preliminary plan 18,127 dated January 18, 1923, and situated between the 11th Lane and Dickman's road, in Bambalapitiya, within the Municipal limits of Colombo, is by virtue of the said section 4A (1) of the said Ordinance vested in the Municipal Council of Colombo:

And whereas it is expedient to declare that from and after October 1, 1925, the said 20 feet wide road reservation described as lots 3, 4, 5, 6, 7, 8, and 9 in preliminary plan 18,127 dated January 18, 1923, shall be exempt from the jurisdiction of the Municipal Council of Colombo:

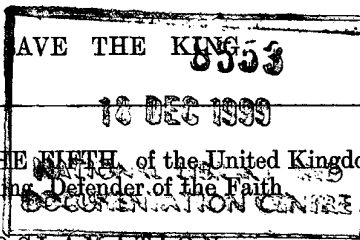
Now know Ye that We, the Officer Administering the Government, with the advice of the Executive Council, do hereby, by virtue of the said section 4A (1) of the said Road Ordinance, 1861, declare that the said 20 feet wide road reservation described as lots 3, 4, 5, 6, 7, 8, and 9 in preliminary plan 18,127 dated January 18, 1923, and situated between the 11th Lane and Dickman's road, in Bambalapitiya, within the limits of the Colombo Municipal Council, shall, from October 1, 1925, be exempt and withdrawn from the jurisdiction of the Municipal Council of Colombo.

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

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD



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

PROCLAMATION.

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

CECIL CLEMENTI.

WHEREAS by section 6 of "The Reciprocal Enforcement of Judgment Ordinance, No 41 of 1921," it is enacted that where the Governor in Executive Council is satisfied that reciprocal provisions have been made by the Legislature of any part of His Majesty's dominions outside the United Kingdom for the enforcement within that part of His dominions of judgments obtained in any District Court or in the Supreme Court of the Colony, the Governor in Executive Council may, by Proclamation in the *Government Gazette*, declare that this Ordinance shall extend to judgments obtained in a superior court in that part of His dominions in like manner as it extends to judgments obtained in a superior court in the United Kingdom, and that thereupon the Ordinance shall extend to such judgments as if they had been made in the United Kingdom:

And whereas the Officer Administering the Government in Executive Council is satisfied that reciprocal provisions as aforesaid have been made by the Legislature of the British Possession appearing in the schedule hereto for the enforcement within the said possession of judgments obtained in any District Court or in the Supreme Court of the Colony:

Now know Ye that We, the Officer Administering the Government of Ceylon in Executive Council, in exercise of the powers in Us vested as aforesaid, do hereby declare that "The Reciprocal Enforcement of Judgment Ordinance, No 41 of 1921," shall extend to judgments obtained in a superior court within the said possession.

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

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

New South Wales.

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

PROCLAMATION.

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

CECIL CLEMENTI.

KNOW YE that We, the Officer Administering the Government, by virtue of the powers in Us vested by section 55 of "The Courts Ordinance, No. 1 of 1889," have been pleased to appoint that an Additional District Court for the District of Kandy shall be holden at the Headmen's Ambalam, Kandy, from October 5 to October 10, 1925.

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

By His Excellency's command,

GOD SAVE THE KING.

E. B. ALEXANDER,
Acting Colonial Secretary.

APPOINTMENTS, &c.

No. 389 of 1925.

IT is hereby notified that HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to make the following appointments, with effect from October 1, 1925, consequent on the reorganization of the higher staff of the Medical Department:—

Dr. J. F. E. BRIDGER to be Director of Medical and Sanitary Services, Inspector-General of Hospitals, Visitor of all the Prisons in the Island, and a Justice of the Peace for the Island.

Dr. G. THORNTON to be Deputy Director of Medical and Sanitary Services.

Dr. J. C. COOKE to be Assistant Director, Medical Services.

Dr. S. T. GUNASEKARA to be Assistant Director, Sanitary Services.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, October 1, 1925.

No. 390 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointment on his Personal Staff:—

Captain LOUIS FREDERICK LERWAY DAY, Indian Army (Reserve), to be Extra Aide-de-Camp.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, October 2, 1925.

No. 391 of 1925.

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

Mr. C. J. D. LANKTREE to be Office Assistant to the Director of Medical and Sanitary Services, with effect from October 1, 1925, until further orders.

Mr. G. SITTAMPALAM to act as Office Assistant to the Government Agent, Central Province, with effect from September 30, 1925, until the assumption of duties by Mr. E. H. FAVIES, or until further orders.

Mr. W. E. D. E. PEREIRA to act as Accountant, Colombo Port Commission, with effect from October 1, 1925, until further orders.

Mr. S. C. SANSONI to act as District Judge and Additional Commissioner of Requests and Police

Magistrate, Negombo, and Superintendent of the Negombo Prison, during the absence of Mr. D. H. BALFOUR, from October 2 to 5, 1925, inclusive, or until the resumption of duties by that officer.

Mr. W. S. STRONG to act as Commissioner of Requests and Police Magistrate, Puttalam, and Additional District Judge, Puttalam, during the absence of Mr. J. LIGHT, from October 2 to 5, 1925, inclusive, or until the resumption of duties by that officer.

Mr. M. H. KANTAWALA, Police Magistrate, Point Pedro, to be, in addition to his own duties, Additional District Judge, Jaffna, on October 12 and 13, 1925.

Mr. GLADWIN KOCH to act as Additional District Judge, Colombo, during the absence of Mr. W. S. DE SARAM, on October 2, 1925.

Mr. H. H. BARTHOLOMEUSZ to act as Additional District Judge, Colombo, during the absence of Mr. W. S. DE SARAM, on October 5 and 6, 1925, or until the resumption of duties by that officer.

Mr. S. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, during the absence of Mr. M. H. KANTAWALA, on October 12 and 13, 1925, or until the resumption of duties by that officer.

Mr. JOHN A. PERERA to act as Additional Police Magistrate, Colombo, Negombo, and Avissawella, and Additional Commissioner of Requests, Avissawella, during the absence of Mr. J. N. ARUMUGAM, on October 2, 1925, or until the resumption of duties by that officer.

Mr. I. L. CAMERON to be a Member of the Sanitary Board for the Province of Uva, *vice* Mr. D. G. NORMAN.

Mr. JAMES D. DUNLOP to be a Member of the Estates Products Committee of the Board of Agriculture, *vice* Mr. A. F. B. SMEATON, resigned.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, October 1, 1925.

No. 392 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under section 55 of Ordinance No. 28 of 1871, to appoint Mr. M. G. NALL, Sub-Inspector of Police, Matale, to be Registrar of Servants for the Matale District in addition to his own duties, with effect from October 1, 1925.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 28, 1925.

No. 393 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to attach Lieutenant C. L. S. BLATCH, Royal Artillery (Territorial Force), to the Ceylon Garrison Artillery, in terms of paragraph 350 of the Regulations for the Territorial Army, with effect from October 1, 1925.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 30, 1925.

No. 394 of 1925.

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

To be Second in Command "B" Company,
Colombo Town Guard.

Captain GEORGE FREDERICK DE HOEDT.

To be Assistant Adjutant with temporary Rank of
Captain, "B" Company, Colombo Town Guard.

Lieutenant GEORGE HERBERT GRATIAEN.

By His Excellency's command,

Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, October 1, 1925. Acting Colonial Secretary.

No. 395 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to recognize Mr. HENRY DE WILDT provisionally as Acting Consul

for the Netherlands at Colombo during the absence of Mr. L. VAN DER SPOEL from September 24 to October 1925, inclusive.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 30, 1925.

No. 396 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to recognize Mr. GERARD JOHAN VAN HOOLWERFF provisionally as Acting Consul for the Netherlands at Colombo from October 6, 1925, until the return of Mr. L. VAN DER SPOEL to the Island.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 30, 1925.

No. 397 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. MANUEL BENEDICT CHELLIAH ROCHE, of Madurankuli in Puttalam District, to be a Notary Public throughout Puttalam District, with residence and office at Puttalam and additional offices at Madurankuli and Kalpitiya, and to practise as such in the Tamil language.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 28, 1925.

APPOINTMENTS, &c., OF REGISTRARS.

IT is hereby notified that I have appointed VELUPPILLAI KANDIAH to act as Deputy Medical Registrar of Births and Deaths of Trincomalee town, within Local Board limits division, in the Trincomalee District of the Eastern Province, for thirty days from September 29, 1925, vice CANAGASABAI VISUVALINGAM, on leave. His office will be at the Civil Hospital, Trincomalee.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, September 29, 1925. Registrar-General.

IT is hereby notified that I have confirmed WIJEKON BANDARA MUDIANSSELAGE MEDDUMA BANDA in his appointment as Registrar of Births and Deaths of Kumbalwela division, and of Marriages (Kandyan and General) of Yatikinda division, in the Badulla District of the Province of Uva.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, September 28, 1925. Registrar-General.

IT is hereby notified that I have confirmed GAJANAYAKA MUDIANSSELAGE DINGIRIMAHATMAYA in his appointment as Registrar of Births and Deaths of Yainna division, and of Marriages (Kandyan and General) of Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, September 29, 1925. Registrar-General.

THE following appointments, under section 3 of Ordinance No. 23 of 1900 and section 7 of Ordinance No. 2 of 1907, are hereby notified:—

The Additional Assistant Provincial Registrar, Kalutara, has appointed DODANGODAGE DON HARMANIS ABAYARATNA to act as Registrar of Births and Deaths of Kulupana division, and of Marriages (General) of Kumbuke pattu

division, in the Kalutara District of the Western Province, on September 30, 1925, during the absence of the Registrar, DON ROMANIS KOTALAWALA, on leave. His office will be at Karandemandiyelanda in Kahatapitiya.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON SIMAN WIRAKKODY WIJEGUNAWARDANE to act as Registrar of Births and Deaths of Warakagoda division, and of Marriages (General) of Ganga-boda pattu division, in the Kalutara District of the Western Province, for three days from October 1, 1925, during the absence of the Registrar, ETULATMUDALIGE DON PEDRICK APPUHAMY, on leave. His offices will be at Uyanwatta in Warakagoda and Radamerulanda in Govinna.

The Additional Assistant Provincial Registrar, Matale, has appointed TIKIRI BANDA ARAWUWAWALA to act as Registrar of Births and Deaths of Matale Medasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for four days from September 21, 1925, during the absence of the Registrar, ABEYRATNA BANDA NUGAPITIYA, on leave. His office will be at Hitinagederawatta in Nugapitiya.

The Additional Assistant Provincial Registrar, Galle, has appointed ELGIN DE SILVA WEERASURIYA to act as Registrar of Births and Deaths of Kataluwa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for five days from September 25, 1925, during the absence of the Registrar, WILLIAM WERNASURIYA, on leave. His office will be at Nala-arambewatta in Kataluwa.

The Additional Assistant Provincial Registrar, Galle, has appointed LEUWALAGURUGEI CHARLES WILLIAM SILVA to act as Registrar of Births and Deaths of Kelwala division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for four days from September 25, 1925, during the absence of the

Registrar, DON CORNELIS ABEYWICKRAMA JAYATILAKA, on leave. His office will be at Amukanattewatta *alias* Patadombagahawatta at Lelwala Pahala.

The Additional Assistant Provincial Registrar, Galle, has appointed KARIYAWASAN MAJUWANA GAMAGE 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 two days from September 25, 1925, during the absence of the Registrar, DON FRANCIS DIAS JAYASIRI GUNAWARDENA SENEVIRATNE, on leave. His offices will be at Ambagahawatta in Keradewala and Ambagahaowita-totupolewatta in Majuwana.

The Additional Assistant Provincial Registrar, Galle, has appointed DHARMACHANDRA WICKRAMASINGHE to act as Registrar of Births and Deaths of Katukurunda division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for two days from September 25, 1925, during the absence of the Registrar, JACOVIS WICKRAMASINGHE, on leave. His office will be at Mudillagahawatta in Malalagama.

The Additional Assistant Provincial Registrar, Galle, has appointed TIKITANTIRI MAHASAMILLAGE DON JOHANIS DE ALWIS to act as Registrar of Births and Deaths of Pahalaganhaye division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, on September 26, 1925, during the absence of the Registrar, HORAWALA VITANAGE DON CORNELIS GUNAWARDENA, on leave. His office will be at Vitanagewatta at Horawala.

The Additional Assistant Provincial Registrar, Galle, has appointed SENDAHANDI BARON DE SILVA to act as Registrar of Births and Deaths of Madampe division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for three days from September 28, 1925, during the absence of the Registrar, WALIMUNI SARAWIS MENDIS ABAYASEKERA WIJAYAKULATILAKA, on leave. His office will be at Maradanewatta at Wenamulla.

The Additional Assistant Provincial Registrar, Matara, has appointed LOUIS DISSANAYAKA SEDARA to act as Registrar of Births and Deaths of Kamburupitiya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for two days from September 21, 1925, during the absence of the Registrar, DIAS MARTIN WANIGASEKERA, on leave. His office will be at Godawekandewatta in Kamburupitiya.

The Additional Assistant Provincial Registrar, Hambantota, has appointed JOHN WILFRED JUSTIN GUNASEKERA to act as Registrar of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from September 22, 1925, during the absence of the Registrar, DON JAMES JAYASUNDARA, on leave. His office will be at the Land Registry, Tangalla.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON JUWANIS ABEYGUNAWARDANA to act as Registrar of Births and Deaths of Walasmulla Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from September 24, 1925, during the absence of the Registrar, DON CAROLIS WICKRAMARATNE KURUPPU NANAYAKKARA, on leave. His office will be at Pahalawatta in Walasmulla.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ALNEAS ABRAHAM DISSANAYAKA 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 seventeen days from September 29, 1925, during the absence of the Registrar, PROLIS JOHN DISSANAYAKA, on leave. His office will be at Medakoratuwa in Walgamulla.

The Assistant Provincial Registrar, Jaffna, has appointed MAYILVAKANAN CHELLATTURAI to act as Registrar of Births and Deaths of Kaddaiveli division, and of Marriages (General) of Vadamaradchi division, in the Jaffna District of the Northern Province, for eight days from September 24, 1925, during the absence of the Registrar, M. TAMOTARAMPILLAI, on leave. His office will be at Elumpansima

in Tunnalai South; station: Koddaiadi in Karaveddi North.

The Assistant Provincial Registrar, Jaffna, has appointed VELAYUTAR NAGALINKAM to act as Registrar of Marriages (General) of Vadamaradchi division, in the Jaffna District of the Northern Province, for seven days from September 25, 1925, during the absence of the Registrar, V. KUMARASWAMY, on leave. His office will be at Tambavattai in Puloli West.

The Additional Assistant Provincial Registrar, Batticaloa, has appointed KATHIRAVELUPILLAI SEENITAMBY to act as Registrar of Births and Deaths of Koralai pattu north division, and of Marriages (General) of Koralai pattu division, in the Batticaloa District of the Eastern Province, for eleven days from September 20, 1925, *vice* Registrar, MARIYAR MARIMUTTU, deceased. His office will be at Miravodai; stations: Valaichchenai and Kathiraveli.

The Additional Assistant Provincial Registrar, Batticaloa, has appointed KANAPATHIPILLAI TAMBIMUTTU 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 September 21, 1925, during the absence of the Registrar, KONAMALAI KANAPATHIPILLAI, on leave. His office will be at Periyakallar; station: Turaineelavanai.

The Additional Assistant Provincial Registrar, Batticaloa, has appointed KANNAPPER PONNAMPALAM to act as Registrar of Births and Deaths of Eravur pattu north division, and of Marriages (General) of Eravur pattu division, in the Batticaloa District of the Eastern Province, for sixteen days from September 23, 1925, during the absence of the Registrar, KANNAPPER P. THAMPARAPILLAI, on leave. His office will be at Vandarumulai; station: Putur.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed RAJAPAKSA MINIMUTUPATRANNEHELAGE PIYADASA to act as Registrar of Births and Deaths of Medapattu korale division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for ten days from September 21, 1925, during the absence of the Registrar, DINGIRI BANDA WEERASINGHA, on leave. His office will be at Narangomuwa.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed YAPAMUDIANSSELAGE PUNCHIRALA to act as Registrar of Births and Deaths of Hetahaye korale division, and of Marriages (General) of Hiriyaala hatpattu division, in the Kurunegala District of the North-Western Province, on September 21, 1925, during the absence of the Registrar, EKANAYAKE MUDIANSSELAGE KIRI BANDA, on leave. His office will be at Diyawa.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed ADIKARI MUDIANSSELAGE DINGIRI BANDA to act as Registrar of Births and Deaths of Yatikaha korale division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for three days from September 22, 1925, during the absence of the Registrar, DASANAYAKE MUDIANSSELAGE BANDA, on leave. His office will be at Aswedduwa.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed HERATH MUDIANSSELAGE DINGIRI BANDA to act as Registrar of Births and Deaths of Tittaweligandahe korale division, and of Marriages (General) of Hiriyaala hatpattu division, in the Kurunegala District of the North-Western Province, on September 22, 1925, during the absence of the Registrar, YAPAGAMA TENNAKOON MUDIANSSELAGE TIKIRI BANDA TENNAKOON, on leave. His office will be at Marapaya.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed HERATH MUDIANSSELAGE APPUHAMY GUNASEKERA to act as Registrar of Births and Deaths of Mahagalboda Egoda division, and of Marriages (General) of Hiriyaala hatpattu division, in the Kurunegala District of the North-Western Province, for eleven days from September 25, 1925, during the absence of the Registrar, TENNAKOON MUDIANSSELAGE KIRI BANDA TENNAKOON, on leave. His office will be at Malagomuwa.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed WIJESINGHA MUDIANSSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Tirāgandalō korale division, and of Marriages (General) of Wejadawili hatpattu division, in the Kurunegala District of the North-Western Province for two days from September 25, 1925, during the absence of the Registrar, LOKU BANDA HURUKUMBURA, on leave. His office will be at Wanduragala.

The Provincial Registrar, Ratnapura, has appointed ELLEKAPURALLAYE SIMON SINNO to act as Registrar of Births and Deaths of Karandana division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for eleven days from September 22, 1925, during the absence of the Registrar, ELLEKAPURALLAYE RATRANHAMI, on leave. His office will be at Sarakkuwewatta in Yatipauwa.

The Assistant Provincial Registrar, Kegalla, has appointed VIDANELAGE JINADASA to act as Registrar of Births and Deaths of Atulugam korale east division, and of Marriages (General) of Three Korales and Lower Bulatagama division, in the Kegalla District of the Province of Sabaragamuwa, for three days from September 22, 1925, during the absence of the Registrar, HINGURE ARACHCHILAGE SIRIWARDENAHAMI, on leave. His office will be at Bopekandewatta at Deraniyagala.

The Assistant Provincial Registrar, Kegalla, has appointed MUDIYANSELAGE TIKIRI BANDA to act as Registrar of Births and Deaths of Kandupita pattu south division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for two days from September 22, 1925, during the absence of the Registrar, MUDIYANSELAGE UKKU BANDA, on leave. His office will be at Pahalawatta *alias* Hitinawatta in Alawatura.

The Assistant Provincial Registrar, Kegalla, has appointed JAYAWARDENA BANDA SENANAYAKA to act as Registrar of Births and Deaths of Kanduaaha pattuwa division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for three days from September 23, 1925, during

the absence of the Registrar, SENANAYAKARALLAGE CHARLES BANDA, on leave. His office will be at Migahakotuwewatta in Telijjagoda.

Registrar-General's Office, Colombo, September 29, 1925. A. W. SEYMOUR, Registrar-General.

IT is hereby notified that HANDAPANGODAMUDALIGE DON ANTHONY GUNASEKERA, Registrar of Births and Deaths of Dompe division, and of Marriages (General) of Gangaboda pattu of Siyane korale east division, in the Colombo District of the Western Province, will, with effect from October 5, 1925, hold his office at Munamalgahawatta in Palugama, instead of at Kongahawatta in Palugama as notified in *Government Gazette* No. 6,634 of July 17, 1914.

Registrar-General's Office, Colombo, September 23, 1925. A. W. SEYMOUR, Registrar-General.

IT is hereby notified that SIMON MENDIS WIJAYASEKERA SENEVIRATNE, Registrar of Births and Deaths of Bussa division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, will, with effect from October 1, 1925, have an additional office at Gurunansegewatta in Bussa, where he will hold office on Tuesdays, Thursdays, and Saturdays.

Registrar-General's Office, Colombo, September 23, 1925. A. W. SEYMOUR, Registrar-General.

IT is hereby notified that EDIRISURIYA MUDIYANSELAGE KIRI BANDA EDIRISURIYA, Registrar of Births and Deaths of Ganhata palata division, and of Marriages (General and Kandyan) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, will hold his office at Migahakotuwewatta in Ka'awana from September 24, 1925, to October 18, 1925 (both days inclusive), instead of at Peramunirallagewatta in Kalawana as notified in the *Government Gazette* No. 7,436 of December 19, 1924.

Registrar-General's Office, Colombo, September 26, 1925. A. W. SEYMOUR, Registrar-General.

GOVERNMENT NOTIFICATIONS.

WARNING is hereby given to the public that for a period of six months from this date no petitions drawn by Joseph William Mamuhewa, of Hettiweediya in Weligama, and addressed to His Excellency the Governor or to any Head of a Government Department or other public officer will receive attention.

Colonial Secretary's Office,
Colombo, October 2, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information (a) that His Excellency the Officer Administering the Government has been pleased to set apart the lot of land described in the schedule hereto annexed, which is the property of the Crown, for a common purpose, to wit, that the villagers of the village of Atawarala, in Pahalawasideke korale of the Wannī hatpattu of the Kurunegala District, in the North-Western Province, may use as a cattle gala the said lot; and (b) that His Excellency the Officer Administering the Government reserves to himself the right to resume absolute possession on behalf of the Crown of the said lot or of any portion thereof whenever he thinks fit. (W. L. O. Notice No. 7,976.)

Colonial Secretary's Office,
Colombo, September 25, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

SCHEDULE REFERRED TO.

The following lot situated in the village of Atawarala, in Pahalawasideke korale of the Wannī hatpattu of the Kurunegala District, in the North-Western Province:—

Block survey preliminary plan 1,844.

Lot.	Name of Land.	Extent.
24 A	Maragahamullehenyaya	A. R. P. 2 3 30

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

It is hereby notified for general information (a) that His Excellency the Officer Administering the Government has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that the villagers of the village of Naramanakotuwa, in the Katuwanna korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee, under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Officer Administering the Government reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit. (Vide Notice No. 8,604.)

By His Excellency's command.

E. B. ALEXANDER,
Acting Colonial Secretary.Colonial Secretary's Office,
Colombo, September 24, 1925.

SCHEDULE REFERRED TO.

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

Block survey preliminary plan 1,928.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
3	Elagawahena	15	0	16
5	Do.	118	0	24
(Exclusive of the Gansabhawa road passing through the land.)				
		133	1	0

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

It is hereby notified for general information (a) that His Excellency the Officer Administering the Government has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that the villagers of the village of Atawarala, in Pahalawisideke korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee, under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Officer Administering the Government reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit. (W. L. O. Notice No. 7,976.)

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.Colonial Secretary's Office,
Colombo, September 25, 1925.

SCHEDULE REFERRED TO.

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

Block survey preliminary plan 1,844.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
57	Dangaspitiyeyaya	5	3	24
80	Pahalagamayaya, Habayaya, Dangaspitiyeyaya	98	0	39
		104	0	23
<i>Excluded Lot.</i>				
59	Ela (stream)	0	0	12

"THE STAMP ORDINANCE, 1909."

It is hereby notified that His Excellency the Officer Administering the Government, with the advice of the Executive Council, has, by virtue of the powers by section 5, sub-section (1) (c), of "The Stamp Ordinance, 1909," on him conferred, authorized the following Joint Stock Company incorporated under the Joint Stock Companies Ordinances to compound for the payment of stamp duty on share certificates specified in Schedule B of the said Stamp Ordinance, 1909, on the conditions set out in section 5 aforesaid, sub-sections (1) (c) (ii.), (iii.) and (iv.).

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.Colonial Secretary's Office,
Colombo, September 25, 1925.

COMPANY REFERRED TO.

The Hallina Tea and Rubber Company, Limited.

HIS Excellency the Officer Administering the Government has been pleased, in terms of the regulations published in the *Gazette* of January 13, 1922, to grant the Colonial Auxiliary Forces Officers' Decoration to Lieutenant Sidney Percival Joseph of the Ceylon Medical Corps.

Colonial Secretary's Office,
Colombo, September 27, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

"THE NOTARIES ORDINANCE, 1907."

NOTICE is hereby given as required by the provisions of section 21 (1) of Ordinance No. 1 of 1907 that His Excellency the Officer Administering the Government in Executive Council has, in terms of section 19 of the said Ordinance, cancelled the warrant issued to Mr. F. D. P. Ratnaik to practise as a Notary Public in the judicial division of Colombo.

Colonial Secretary's Office,
Colombo, September 29, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

IT is hereby notified that the following amendment of section 8 of the Pension Minute has been brought into force as from October 1, 1925 :—

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

The pensions of Sergeants and Constables of the Police Force will be calculated on the salary drawn at the time of retirement if the officer has served for three years in the class from which he retires. The first class and merit classes of Constables will be regarded as forming one class.

Colonial Secretary's Office,
Colombo, September 30, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

"THE LOCAL BOARDS ORDINANCE, 1898."

BY-LAW made by the Local Board of Gampola, under section 56 (2 A) of "The Local Boards Ordinance, 1898," and confirmed by His Excellency the Officer Administering the Government, with the advice of the Executive Council.

Colonial Secretary's Office,
Colombo, September 25, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

BY-LAW REFERRED TO.

The driver of any motor vehicle licensed for hire shall not stand or permit the same to stand for hire in any street within the Gampola Local Board area otherwise than on a stand or place specially appointed for that purpose except for loading and unloading.

ORDINANCE No. 15 OF 1889.

IT is hereby notified that His Excellency the Officer Administering the Government in Executive Council has been pleased, in terms of section 15 of Ordinance No. 15 of 1889, to prescribe, with effect from October 1, 1925, for the Sanitary Board towns of the Puttalam and Chilaw Districts mentioned in the first column of the schedule hereto, the fees appearing against them under the second, third, and fourth columns for the respective licences of Auctioneer and Broker, Auctioneer, and Broker.

Colonial Secretary's Office,
Colombo, September 25, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

SCHEDULE.

Schedule of Fees payable for Licences under Proviso (b), Section 15 (1), of Ordinance No. 15 of 1889.

Towns.	Auctioneer and Broker.		Auctioneer.	Broker.
	Rs.	Rs.	Rs.	Rs.
Madampe	30	25	25	25
Marawila	30	25	25	25
Nattandiya	30	25	25	25
Kalpitiya	15	10	10	10
Udappu	10	5	5	5

CODE FOR ASSISTED VERNACULAR AND ANGLO-VERNACULAR SCHOOLS.

THE following amendments to the Code of Regulations for Assisted Vernacular and Anglo-Vernacular Schools, which have been approved by the Board of Education and confirmed by His Excellency the Officer Administering the Government in Executive Council, are hereby published in accordance with section 19 (3) of Ordinance No. 1 of 1920.

Colonial Secretary's Office,
Colombo, October 1, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

AMENDMENTS REFERRED TO.

Payment of Grants.

Substitute the following regulations for those relating to the payment of grants in the Code for Assisted Vernacular and Anglo-Vernacular Schools:—

1. The object of the grant is to aid local exertion—
 - (a) In promoting education;
 - (b) In maintaining schools; and
 - (c) In training teachers.

Grants cannot be claimed for any new school irrespective of the circumstances of the case and the limits of the sum placed at the disposal of the Director by the Legislative Council. Should a grant be refused, the reason for its refusal will be communicated to the applicant.

2. The grant paid to any Vernacular or Anglo-Vernacular school is the salary cost of an adequate staff as defined below, together with a sum not exceeding the amount which has been actually spent for this purpose, and in no case exceeding Re. 1 per unit of average attendance for the maintenance and equipment of the school.

3. (1) *Staff eligible for Grant (Vernacular Schools).*

Schools which have an average attendance of not more than 100 eligible pupils for the past school year will be allowed to count one teacher for every 20 units of average attendance, and the maximum staff eligible for grant will be four teachers.

Where the average attendance is over 100 and not more than 300 eligible pupils, the allowance will be one teacher for every 25 units, and the maximum staff eligible for grant will be ten teachers.

Where the average attendance is more than 300 eligible pupils, the allowance will be one teacher for every 30 units.

To secure the adequate distribution of trained teachers, there should not be more in the above staff than one trained teacher for every 40 units of average attendance.

- (2) *Staff eligible for Grant (Anglo-Vernacular Non-Boarding Schools).*

Schools which have an average attendance of not more than 80 eligible pupils for the past school year will be allowed to count one teacher for every 15 units of average attendance, and the maximum staff eligible for grant will be four teachers.

Where the average attendance is over 80 and not more than 250 eligible pupils, the allowance will be one teacher for every 20 units, and the maximum staff eligible for grant will be ten teachers.

Where the average attendance is more than 250 eligible pupils, the allowance will be one teacher for every 25 units.

The number of full-time English teachers included in the above staff will be one teacher for every 30 units of average attendance of eligible pupils learning English.

- (3) *Staff eligible for Grant (Anglo-Vernacular Girls' Boarding Schools).*

Schools which have an average attendance of not more than 150 eligible pupils for the last school year will be allowed to count one teacher for every 12 units of average attendance, and the maximum staff eligible for grant will be ten teachers.

Where the average attendance is more than 150 eligible pupils, the allowance will be one teacher for every 15 units.

The number of full-time English teachers included in the above staff will be one teacher for every 25 units of average attendance of eligible pupils learning English.

Note (1).—Pupil Teachers in Vernacular and Anglo-Vernacular Schools.—Two vernacular pupil teachers may be employed in place of one full-time teacher.

Schools may employ one pupil teacher for the first 40 units of average attendance, and an additional pupil teacher for every additional 30 units.

Note (2).—At least half of the number of teachers in a school should be certificated.

Note (3).—In calculating the number of teachers eligible for grant fractions will not be counted.

Note (4).—Where there are part-time teachers special arrangements should be made with the Department.

Note (5).—To find the number of units of average attendance the total number of attendances of eligible pupils is divided by the total number of sessions held in the year.

4. When the salary of a teacher is on an incremental scale the teacher is not entitled to draw any increment as by right.

Increments should be given only to those teachers whose recommendations from their Managers are endorsed by Inspectors. New appointments and transfers should not be eligible for increments unless the teacher has been employed in the school for six months or over before the beginning of the school year, except when a transfer is made at the end of the school year when the late Manager's recommendation can be considered or where a transfer is made between schools under the same management.

5. If the work of the teacher is found to be unsatisfactory his or her increment may be stopped. When the condition of a school as a whole is found to be unsatisfactory the Government grant may be reduced.

6. Before a grant is paid to a school the annual returns required by the Department must be furnished.

7. Before a grant is paid to a school the Director must be satisfied that the salaries of the teachers as shown in the returns have been paid.

8. In the event of a salary receipt being falsified the Manager submitting such a receipt will be removed from the List of Managers and be liable to prosecution under the Penal Code. The Government grant for the salary of any teacher in respect of whom a false salary receipt is presented may be withheld.

9. In calculating the units of average attendance the attendances of the following pupils, described as ineligible will not be counted :—

- (a) Pupils who during the whole school year have been under five or over eighteen years of age.
- (b) Pupils in the Infant Department, who during the whole school year have been over eight years of age.
- (c) Pupils attending any course not approved by the Department.
- (d) Girls taught in a school registered as a boys' school and boys over nine years of age taught in a school registered as a girls' school.
- (e) Pupils who have passed the V. S. L. C. Examination.
- (f) Pupils who have been promoted by the school authorities to classes for which they are found to be unfit.
- (g) Pupils for whom there is insufficient accommodation in the school.

10. When the Director is satisfied that by reason of an epidemic being prevalent in the locality or by reason of the exclusion under medical advice of children from infected houses, the average attendance has seriously diminished and consequently a loss of annual grant will be incurred, the Director has power to make a special grant calculated on the previous year's grant with a proportionate increase or decrease according to the increase or decrease of the average number on the list.

11. The Director shall have discretionary power to augment the grant in schools where the conditions may necessitate exceptional treatment.

12. Grants will be paid in respect of pupil teachers according to the regulations in force in Government schools.

13. *Additional Grants.*—With the exception of the grants referred to in Chapter IV., Clauses 39, 40, and 40A, of the Code all other special or additional grants are hereby cancelled.

(Continued on page 2375)

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

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

General Treasury,
Colombo, September 24, 1925.

W. W. Woods,
Colonial Treasurer.

NOTICES CALLING FOR TENDERS.

SCHEDULES of rates are hereby invited for Additions and Improvements to Clerks' Quarters, Colombo.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Buildings, Colombo, 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, Buildings, Colombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.)

4. Schedules of rates must be submitted, on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, 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, Buildings, Colombo, endorsed on the outside "Schedule of Rates for Additions and Improvements to Clerks' Quarters, Colombo," so as to reach the offices of the foregoing officers on or before 12 noon on October 20, 1925.

5. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Buildings, Colombo, on or before December 31, 1925.

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

7. Items requiring imported articles should be rated less value of these materials as these will be supplied free of cost.

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

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

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

Public Works Office,
Colombo, September 29, 1925.

SCHEDULES of rates are hereby invited for the maintenance of Government Hospital and Police buildings within the Municipality of Colombo as under, for a period of one year from October 1, 1925, to September 30, 1926.

Buildings.

- (a) Queen's House.
- (b) Government buildings (offices).
- (c) Government clerks' quarters, Manning Town.
- (d) Government clerks' quarters, Kollupitiya and Bam-balapitiya.
- (e) Government bungalows A, B, and C types.
- (f) Hospitals and Dispensary buildings.
- (g) Police buildings.

2. Schedules of rates must be submitted for each of the above separately and in separate covers.

3. The works to be undertaken on agreements to be entered into monthly by the District Engineer, Buildings, Colombo, 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.

4. The specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Buildings, Colombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

5. Schedules of rates must be submitted for each separately as per clause 2 on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, 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, Buildings, Colombo, endorsed on the outside "Schedules of Rates for Maintenance of Government Buildings or Police Buildings," or (other buildings as the case may be), so as to reach the offices of the foregoing officers on or before 12 noon on October 15, 1925. 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 articles as are imported.

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

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

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

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

10. The accepted tenderer will be required to deposit the sum of Rs. 200 with the Director of Public Works for the due performance of his contract, which deposit will be returned after the period of contract is over.

S. J. KIRBY,

Public Works Office, for Director of Public Works,
Colombo, September 28, 1925.

TENDERS are hereby invited for the supply on rail at Colombo of Milchar rice, No. 1 quality, for the Government Salters at Elephant Pass, in the Jaffna District, and Palavi, in the Puttalam District, from November 1, 1925, to March 31, 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 Supplying 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 October 20, 1925.

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 General 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 October 19, 1925, 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. 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 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, September 25, 1925.

J. S. COATES,
Salt Adviser.

TENDERS are hereby invited for the service named in the schedule hereunder for the period commencing from the date the hospital will be opened and terminating on September 30, 1928.

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 Milk—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 October 13, 1925.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Principal Civil Medical Officer and Inspector-General of Hospitals, Colombo, and no tender will be considered unless it is on the recognized form. Alterations must be intialled, 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 Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature to the contract. No deposits for tender forms will be accepted at the Principal Civil Medical Officer's Office.

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

8. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Principal Civil Medical Officer and Inspector-General of Hospitals. Sanction will not be given for any transfers, including powers of attorney in favour of persons in the defaulting contractors' list. No defaulting contractor should be employed on any service connected with the contracts or the tenders.

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

10. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender or the whole of it for one, two, or three years.

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

12. 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 successor in office for the time being under the Government of Ceylon.

13. Any further information can be obtained on application to the Principal Civil Medical Officer and Inspector-General of Hospitals, Colombo.

J. F. E. BRIDGER,
Principal Civil Medical Officer and
Inspector-General of Hospitals.

Colombo, September 30, 1925.

Schedule referred to.

Services.	Tender Deposit. Rs.	Security Rs.
Supply of fresh cow's milk to the Government Hospital at— Bogawantalawa	50	100

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

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

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

4. Tenders should be marked "Tender for Supply of Timber in the Log to Jaffna Depôt, Northern Division" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday, on Tuesday, October 20, 1925.

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

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

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

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

9. A rate per cubic foot of timber in the log must be quoted, both in words and figures.

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

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

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

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

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

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

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

In the case of persons who have carried out contracts with the Forest Department, but not in the division or district concerned in the notice calling for tenders, they should state in which division or district or divisions or districts they held contracts.

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

GENERAL CONDITIONS.

(a) Trees are to be felled within one foot from the ground by saw alone.

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

(c) All trees after felling should be logged to the longest available length and transported to an inspection depôt, which will be selected by the Divisional Forest Officer or an Officer of the Department deputed for the purpose, where they will be inspected by a Forest Officer and finally passed for transport to the delivery depôt.

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

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

(f) The work is to commence within one month of signing the contract, and should be completed before August 15, 1926. 25 per cent. of the logs should be supplied by March 31, 1926; 50 per cent. by June 30, 1926, and the balance by August 15, 1926.

(g) Rejected logs will not be paid for, and they will lapse to Government. The contractor shall have no claim in respect of any material sold as rejections.

(h) For failure to have the required specified quantity of logs delivered at the delivery depôt, the contractor shall be liable to a fine of Rs. 5 for each log not delivered.

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

(j) The contractor shall observe the provisions of by-law 9 (a) under section 18 of Vehicle Ordinance, No. 4 of 1916, which runs as follows:—

It shall not be lawful for any person to do any of the following acts (a) to load and cart with timber or other substance of more than 20 feet in length without having one end thereof secured to another sling cart.

Schedule.

To fell and log 200 palu trees, 5 feet and over in girth, enumerated and marked by the Range Forest Officer, Jaffna, in Tenniyankulam forest and transport the converted logs by cart to seashore *via* Kumplamunai and thence by boat to Jaffna where they are to be neatly stacked at the Government Depôt, in such a manner as the depôt keeper may direct. No log less than 10 feet in length or yielding a minimum cubic volume of 15 feet will be passed at the inspection depôt for transport to the delivery depôt. The contractor shall not be entitled to any payment for logs below the above specification brought to the delivery depôt. The area of operation is bounded as follows:—

North and east, Tenniyankulam-aru.

South and west, road leading from Manniyankulam to Tenniyankulam.

Distance of transport by cart to seashore is 7 to 8 miles, and by boat to the Jaffna Depôt, 30 miles.

R. M. WHITE,

Acting Conservator of Forests.

Office of the Conservator of Forests,

Kandy, September, 28 1925.

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

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

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

4. Tenders should be marked "Tender for Supply of Firewood to the Railway, North-Western Division, 1925-26" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, October 20, 1925.

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

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

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

8. A rate per cubic yard of firewood delivered should be quoted, written both in words and figures.

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

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

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

12. The contractor's obligations and rights under this contract shall not be assigned or otherwise transferred or sublet without the consent and authority of the Conservator of Forests previously obtained in writing. The contractor shall not be a person whose name is on the list of Crown defaulting contractors, nor shall he issue a power of attorney to any person whose name is on such list for carrying on work under the contract. Any breach of this article of agreement shall render the agreement liable to cancellation without any compensation to the contractor.

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

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

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

In the case of persons who have carried out contracts with the Forest Department, but not in the division or district concerned in the notice calling for tenders, they should state in which division or district or divisions or districts they held contracts.

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

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

GENERAL CONDITIONS.

1. The contractor shall fell all trees and saplings except scheduled species and inferior species marked by a Forest Officer to be retained as standards. The fellings are to be carried out in an orderly manner from the points and in the directions given by a Forest Officer.

2. The following wood when felled or fallen shall not be cut into firewood:—

(a) All wood insufficiently sound for fuel.

(b) The species *etdemata*, *lunumidella*, *rukattana*, *divikaduru*, *walkaduru*, *kottan*, *erabadu*, *dadap*, *kekuna*, *amba*, and *gedumba*.

3. If scheduled species are required to be felled for conversion into firewood, they will be marked for the purpose by a responsible Forest Officer. They will include only unsound or crooked stems of valuable species, such as *satin*, *palu*, *milla*, *ranai*, *halmilla*, *ebony*, and other superior species which are not suitable to be retained for timber production or as seed bearers. Scheduled species of 4 feet girth and over, if sound, are to be cut and delivered in the log outside the area at the discretion of the local Forest Officer.

4. All trees felled, together with every other fallen tree whatsoever, shall be converted into firewood, of which each piece is to be 3 feet in length not less than 2 inches minimum diameter nor more than 36 inches in girth. Billets over 36 inches in girth should be split.

5. The contractor shall cut, transport, and stack the firewood alongside the railway line at the minimum rate of one-eighth of the total supply per month and not more or less, unless required to do so by the Divisional Forest Officer, commencing from the date of signing of the contract. The full supply should be completed by September 10, 1926.

6. A penalty not exceeding twenty-five cents for every cubic yard of firewood not delivered at the monthly rate will be exacted from the contractor if required by the Divisional Forest Officer.

7. The contractor shall cut all brushwood, thorns, and woody undergrowth before the firewood is cut and distribute them together with all inconvertible branchwood and wood refuse evenly and lightly over the area ten feet away from seed bearers of scheduled species and standards of inferior species immediately after the removal of firewood. He shall further cut all climbers found on stems retained as standards.

8. The contractor is required to level and clear adequate stacking grounds. The wood should be stacked leaving sufficient space between the stacks for inspecting officers to walk round each stack.

9. The demarcated block will be subdivided into felling areas of 5 chains in width. The boundaries of these areas only will be used as extraction paths, and no carts will be allowed inside the area itself. Fuel to be carried by head-loads to the demarcated boundaries.

10. If any tree or sapling outside the demarcated area is felled, the contractor will be liable for the full penalty provided under Ordinance No. 16 of 1907.

11. Any firewood rejected shall be stacked separately; in lieu of such rejected firewood an equal quantity of good wood shall be cut and supplied from the aforesaid forest, free of cost, the rejected wood being sold for the benefit of Government. A sum not exceeding Rs. 50 shall be paid as penalty in each case where the rejected wood has not been stacked separately, or has been mixed up with the good wood intended for the Railway.

12. The contractor shall strictly observe the following conditions and regulations in felling, converting, and stacking wood, and in clearing felled areas:—

(a) No tree of any description which a Forest Officer has marked may be cut, lopped, notched, damaged by adjacent stacking, by fire, or by any means whatsoever.

(b) No tree or plant shall be cut or in any way injured in such protective belts as may be demarcated for reservation, unless permission is first obtained from the Divisional Forest Officer.

(c) Trees of 6 inches and under in girth to be felled within 2 inches of the ground.

Trees of 6 to 12 inches in girth to be felled within 4 inches of the ground.

Trees over 12 inches in girth to be felled within 1 foot of the ground.

(d) All wood exceeding 36 inches in girth shall be cut into the specified lengths by means of hand saws or crosscut saws only, unless it shall be otherwise required by the Divisional Forest Officer.

(e) Every part fit for firewood of every tree felled shall be delivered as firewood.

(f) Should it appear probable that a tree proposed to be felled in the ordinary manner would in its fall injure any tree marked *not to be felled*, the former shall be felled in sections and in such a manner as to exclude all possibility of injury to the latter.

(g) Where vehicular transport is conducted, no cutting of firewood shall be commenced in any part of the forest until a road, wide enough for carts, has been opened to the spot by the contractor.

(h) In opening approach or cart roads by the contractor for the removal of firewood, no tree which has been marked *not to be felled* shall be cut, and the roads shall not be carried so close to any such trees as to cause danger of their being injured by the wheels of the carts striking against them.

(i) No wire shoots may be erected except under the supervision of a Forest Officer and with the permission of the Divisional Forest Officer.

(j) No plantations or fences may be traversed or damaged in the removal of firewood by workmen, wire shoots, or carts.

13. For each infringement of any of the above conditions the contractor shall pay as penalty a sum not exceeding Rs. 100 and the value of the damage done.

14. The contractor is to be paid for firewood supplied as above and accepted. Payments are to be made monthly and at the convenience of the Divisional Forest Officer on production of receipts from the Railway Department, deductions being made for any fine or penalty imposed under this contract; the contractor shall further accept the decision of the Divisional Forest Officer as to the measurement of wood delivered. No payment or certificate shall protect or be deemed to protect the contractor in the case of overpayment.

15. The Divisional Forest Officer shall have power to require the contractor at any time during the period of the contract, to fell, stack, and deliver firewood and burn off areas thereby deforested in a quantity and at a rate not exceeding 20 per cent., more or less, than the quantity and rate specified in this contract, and the contractor shall abide by the decision of the Divisional Forest Officer as to such variations as may be so required.

16. No felling operations shall be carried out in forests after August 10, 1926. Wood for the anticipated supplies for the following month must be held in stock on that date.

SCHEDULE.

Service A.

To supply 10,000 cubic yards (more or less) of firewood from a demarcated block of about 100 acres in Seerangoda, Gallawa, and Ethiliyagala Crown forests in the North-Western Division, delivered between the 72nd and 75th mileposts, Northern Railway Line. Distance of transport is about 1 to 2½ miles.

Service B.

To supply 8,000 cubic yards (more or less) of firewood from a demarcated block of about 80 acres in Timbiriwewa Crown forest in the North-Western Division, delivered at the 77th milepost, Northern Railway Line. Distance of transport is about 1 to 2 miles.

Service C.

To supply 8,000 cubic yards (more or less) of firewood from a demarcated block of about 80 acres in Mediyawa Crown forest in the North-Western Division, delivered at the 89½ milepost, Northern Railway Line. Distance of transport is about 4 to 5 miles.

R. M. WHITE,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, September 29, 1925.

TENDERS are hereby invited for building a brick and tiled school building to accommodate 200 children at Aranayaka with teacher's quarters (two rooms, store, kitchen, and verandah), in Kegalla District, Province of Sabaragamuwa.

2. Tenders must be addressed to the Chairman, District School Committee, Kegalla, and should reach the Kachcheri on or before 12 noon on October 17, 1925.

3. The plans and specification may be seen, and further information obtained at the Kegalla Kachcheri. A bill of quantities will be issued to any tenderer to assist him in making up his estimate. No further payment will be made on the agreement for any extra work done without the sanction of the Chairman.

4. Tenderers must be prepared to enter into an agreement with the Chairman, District School Committee, for the due performance of the contract at the price quoted in the tender.

5. The successful tenderer will be required to enter into an agreement and to furnish security for the due performance of the contract.

6. A deposit of Rs. 50 should accompany the tender. Should any persons decline to enter into the contract or bond, or fail to furnish approved security, within 7 days of receiving a notice in writing from the Chairman, that his tender has been accepted, his deposit shall be forfeited to the District School Committee. All other deposits will be returned upon signature of contract or agreement.

7. The Chairman, District School Committee, does not bind himself to accept the lowest or any tender, and reserves the right to himself of accepting or rejecting any tender.

The Kachcheri,
Kegalla, September 17, 1925.

J. R. WALTERS,
Chairman.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the following gas fittings lying at the General Hospital, Colombo, will be sold by public auction on the spot on Thursday, October 15, 1925, at 8 A.M. :—

List of Fittings.

- 31 double arm pendants with burners and cocks
- 48 single do.
- 10 brass half light pendants with burners and cock
- 69 globes and chimneys
- 5 chimneys only
- 15 square glazed wall tin lamps
- 540 lineal feet of $\frac{1}{2}$ -in. and $\frac{3}{8}$ -in. gas piping

2. The articles may be inspected at the site by permit to be obtained from the District Engineer, Buildings, Colombo.

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

S. J. KIRBY,
Public Works Office, for Director of Public Works.
Colombo, September 30, 1925.

NOTICE is hereby given that the under-mentioned articles will be sold by public auction on Friday, October 16, 1925, at 3 P.M., at the European Police Sergeants' Married Quarters, Norris road, Pettah :—

- | | |
|-------------------------|---------------------------|
| 2 beds, iron | 1 table, kitchen |
| 2 basins, wash, enamel | 8 taps, beer, brass |
| 1 basin, enamel, small | 1 stand, filter |
| 1 cruet, breakfast | 6 covers, lounge, head |
| 2 chairs, cane | 6 covers, lounge, cushion |
| 2 chairs, lounge | 25 cloths, kitchen |
| 2 dishes, roasting, tin | 6 towels, plate |
| 1 stand, cloths | 15 cloths, table, white |
| 2 jugs, water, enamel | 7 curtains, mosquito |
| 3 kettles, iron | 40 pillowcases |
| 3 mattings, coir | 35 serviettes |
| 6 mattresses, coir | 35 sheets, bed |
| 1 pot, tea, enamel | 50 towels, bath |
| 5 pillows, bed | 10 towels, hand |
| 6 saucepans | 2 dishes, enamel |

G. H. BROMLEY,
Superintendent of Police, Colombo North.
September 29, 1925.

NOTICE is hereby given that the following unclaimed productions lying at the Police Court, Tangalla, will be sold by public auction on October 3, 1925, at the Court premises :—

- | No. of Case. | |
|--------------|-----------------------------|
| 14873 | 1 table knife |
| 14881 | 1 katty |
| 14971 | 1 jacket and 1 brass lamp |
| 15024 | 1 katty and 1 knife (manna) |
| 15046 | 1 katty |

- | No. of Case. | |
|--------------|--|
| 6314 | 1 bundle cloth, 1 piece soap, 1 towel, and 1 silver hairpin. |
| 15154 | 1 belt, 1 banian |
| 15162 | 2 knives, 1 rice pounder, 1 towel |
| 2937 | 2 gunny bags and 1 purse |
| 15209 | 1 mamoty |
| 15231 | 1 knife, 1 banian |
| 15308 | 1 camboy, 1 jacket, 1 sarong |
| 15331 | 1 katty |
| 15236 | 1 Cannanore cloth |
| 15539 | 1 sarong, 1 katty |
| 15546 | 1 sarong, 1 white cloth |
| 15654 | 1 table knife and 1 small knife |
| 15661 | 1 katty |
| 15670 | 1 katty |
| 15714 | 1 camboy |

The Police Court,
Tangalla, September 24, 1925.

M. PRASAD,
Police Magistrate.

THE under-mentioned confiscated articles will be sold at the Court premises on Saturday, October 3, 1925, at 1 P.M. :—

List.

- | Case No. | Name of Article. | Case No. | Name of Article. |
|----------|---|----------|------------------------------|
| 350 | Table knife | 11,239 | 1 table knife |
| 10,207 | 1 saw | 11,290 | 2 towels, 1 pair of earrings |
| 11,755 | 1 brass piece | 11,271 | 1 digging fork |
| | 4 brass screws | 11,104 | 1 shirt |
| 11,352 | 1 pruning knife | 11,259 | 1 table knife |
| 9,887 | 1 knife | 11,258 | 1 gauze banian |
| 11,580 | 1 axe | 11,077 | 1 umbrella and belt |
| 11,362 | 1 handkerchief | 11,067 | 2 pieces of cloth |
| 11,329 | 1 tapping knife | 11,065 | 1 drawer and 1 manna knife |
| 8,198 | 2 coats, 2 shirts, 1 sarong | 11,044 | 1 broken chair |
| 7,814 | Cloth | | 1 small gunny bag |
| 8,203 | 2 bottle lamps, 1 plate | 11,039 | 1 pingo stick |
| 8,558 | 2 pieces of sarong cloth, 1 bottle lamp | 11,024 | 1 handkerchief |
| 9,007 | 1 manna knife and 1 bottle lamp | 11,900 | 1 katty |
| 7,904 | 3 gunny bags and 1 bucket | 10,833 | 12 coconuts |
| 6,574 | Bottle lamp and box | 11,728 | 1 gunny bag |
| 7,804 | Cloth | | 1 manna knife |
| 8,631 | Banian | 10,407 | 1 condensing tub |
| 8,946 | 1 white coat and shirt | | 1 packing case |
| | 1 khaki coat, 2 sarongs | | 1 small tub |
| 9,968 | Blood-stained cloth, towel | | 1 funnel |
| | | | 1 tumbler |
| | | | 1 small chair |
| | | 10,748 | 1 pair of sandals |
| | | 10,763 | 1 gunny bag |
| | | | Other sundries. |

Police Court,
Kalutara, September 24, 1925.

H. J. V. EKANAYAKE,
Police Magistrate.

THE following condemned articles will be sold by public auction at the Fiscal's Office premises, Kandy, at 9.30 A.M., on Saturday, October 10, 1925:—

3 coir matting, square pieces	4 lamps, hanging
3 bēchās	1 Indian carpet
1 box	

A. RANESINGHE,
Kandy, September 18, 1925. Additional Deputy Fiscal.

NOTICE is hereby given that the following unclaimed articles of patients died in Hospitals in the District of Galle, will be sold by public auction at 2 P.M., on Saturday, October 24, 1925, at the District Court of Galle:—

6 white coats	3 camboys
1 belt	7 white cloths
1 gauze banian	2 Cannanore cloths
5 white banians	5 sarongs
3 jackets (women's)	1 small looking glass
1 bodice	1 comb
4 handkerchiefs	3 pieces of cloths

District Court,
Galle, September 18, 1925.

A. P. BOONE,
District Judge.

NOTICE is hereby given that the following articles condemned by the Board will be sold by public auction on October 6, 1925, at 4 P.M., at Police Store-room, Fort, Jaffna:—

5 chairs, wooden	2 table lamps
20 racks, wooden	2 glass globes
12 beds, wooden	7 inkstands, pewter
3 hanging lamps, coconut	2 measuring tapes
2 hanging lamps, glass	2 scissors, pairs
2 notice boards	4 oars
6 frames	3 brass rolocks
1 pigeon-holes, wooden	Lot old iron and brass
3 frames with glass	11 oil drums
2 handcuff racks, wooden	1 grass mower
1 notice board	2 pen racks
1 bushel, wooden	11 padlocks
1 measure, iron	2 jars
1 draught board	1 tape racks, wooden
2 show cases	1 brass compass
2 hanging lamps	

S. G. NOTLEY,
The Police Office, Assistant Superintendent of Police
Jaffna, September 18, 1925.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended September 26, 1925.

Births.—The total births registered in the city of Colombo in the week were 146 (15 Burghers, 82 Sinhalese, 28 Tamils, 11 Moors, 9 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1925, viz., 256,049) was 29.7, as against 24.8 in the preceding week, 25.6 in the corresponding week of last year, and 27.6 the weekly average for last year.

Deaths.—The total deaths registered were 127 (15 Burghers, 61 Sinhalese, 22 Tamils, 19 Moors, 4 Malays, and 6 Others). The death-rate per 1,000 per annum was 25.9, as against 30.5 in the previous week, 27.7 in the corresponding week of last year, and 29.8 the weekly average for last year.

Infantile Deaths.—Of the 127 total deaths, 32 were of infants under one year of age, as against 24 in the preceding week, 27 in the corresponding week of the previous year, and 32 the average for last year.

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

Principal Causes of Death.—1. (a) Fifteen deaths from *Pneumonia* were registered, 6 in Maradana hospitals (including 1 death of a non-resident), 3 in Kotahena South, 2 in Maradana North, and 1 each in St. Paul's, New Bazaar, Slave Island, and Wellawatta South, as against 20 in the previous week, and 18 the weekly average for last year.

(b) Three deaths from *Bronchitis* were registered, 2 in Maradana hospitals (including 1 death of a non-resident), and 1 in New Bazaar, as against 6 in the previous week, and 4 the weekly average for last year.

(c) Two deaths from *Influenza* were registered, 1 each in Kotahena South and New Bazaar, as against 4 in the previous week, and 4 the weekly average for last year.

2. Eleven deaths from *Phthisis* were registered, 3 in Maradana hospitals, and 1 each in St. Paul's, San Sebastian, Kotahena North, Kotahena South, New Bazaar, Maradana North, Kollupitiya, and Wellawatta North, as against 13 in the previous week, and 13 the weekly average for last year.

3. Three deaths from *Enteric Fever* were registered, 2 in Maradana hospitals and 1 in New Bazaar, as in the previous week, and against 5 the weekly average for last year.

4. One death from *Plague* was registered in Maradana hospital. The number in the previous week also was the same, against 3 the weekly average for last year.

5. Ten deaths were registered from *Infantile Convulsions*, 7 from *Debility*, 6 from *Enteritis*, 5 each from *Diarrhœa* and *Dysentery*, 1 from *Worms*, and 58 from *Other Causes*.

6. Seventeen cases of *Chickenpox* and 8 each of *Measles* and *Enteric Fever* were reported during the week, as against 15, 8, and 11, respectively, of the preceding week. No case of *Plague* was reported this week, but one was reported in the previous week.

State of the Weather.—The mean temperature of air was 81.7°, against 80.9° in the preceding week and 79.2° in the corresponding week of the previous year. The mean atmospheric pressure was 29.913 in., against 29.886 in. in the preceding week and 29.838 in. in the corresponding week of the previous year. The total rainfall in the week was 2.29 in., against 0.26 in. in the preceding week and 10.81 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, September 29, 1925.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF C. SAB. SENARATNA AND COMPANY, LIMITED.

1. The name of the Company is "C. SAB. SENARATNA AND COMPANY, LIMITED."
2. The registered office of the Company will be situate in Colombo.
3. The objects for which the Company is to be established are—
- (1) To acquire by purchase or otherwise, and to carry on the business of tea, rubber, and produce, share and general brokers, auctioneers, and commission agents now carried on by C. Sab. Senaratna and Company in Colombo, in the Island of Ceylon.
 - (2) To carry on in Ceylon or elsewhere in the world the business of tea, rubber, and general produce brokers, share, exchange and freight and general brokers, auctioneers, and commission agents.
 - (3) To carry on in any part of the world the business of planters and growers of rubber, copra, cotton, coffee, cocoa, tea, and other produce of the soil of every description, and to cultivate, treat, prepare for market, manipulate, and otherwise deal with any such products in such manner as may be thought expedient.
 - (4) To carry on in any part of the world all or any part of the business of merchants, ship-owners, ship-brokers, insurance brokers, managers of shipping property, freight contractors, carriers by land and sea, barge-owners, lightermen, forwarding agents, ice merchants, refrigerating storekeepers, warehousemen, wharfingers, and general traders, and to carry on and execute all kinds of trading and commercial operations.
 - (5) To enter into partnership or into any agreement for sharing profits or joint adventure with any person, persons, or company, carrying on or about to carry on any business which this Company is authorized to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business.
 - (6) To purchase, take on lease, or in exchange, hire, subscribe for, or otherwise acquire, and to hold and deal with any property, real or personal, including patents, patent rights, inventions, concessions, and shares, stocks, debentures, or obligations of any company, and upon a distribution of assets or division of profits to distribute any such property amongst the members of this Company in specie.
 - (7) To make, draw, accept, endorse, negotiate, discount, buy, sell, and deal in bills, notes, and other negotiable or transferable instruments.
 - (8) To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient, and to mortgage or charge the undertaking, and all or any part of the property and rights of the Company, present or future, including uncalled capital.
 - (9) To lend money to any person or company and to guarantee the performance of any contracts.
 - (10) To pay for any business, property, or rights acquired by this Company, and generally to satisfy any obligation of this Company by the issue or transfer of shares of this or any other company, credited as fully or partly paid up, or of debentures or other securities of this or any other company.
 - (11) To sell, exchange, let, develop, dispose of, or otherwise deal with the undertaking, or all or any part of the property of this Company upon such terms and for such price or other consideration of any kind as the Company in General Meeting may think fit.
 - (12) To promote or assist in or contract with any person or company for the promotion of any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose.
 - (13) To remunerate or make donation, to any person or persons, whether directors, officers, or agents of this Company or not, for services rendered or to be rendered in or about the conduct of the Company's business.
 - (14) 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 by the Directors.
 - (15) To establish and support funds or institutions calculated to benefit employees or ex-employees of the Company, or its predecessors in business, or the dependants, or connections of such persons, and to grant pensions and allowances, and to subscribe or guarantee money for charitable objects.
 - (16) To do all such other things as are incidental or conducive to the attainment of the above objects.

And it is hereby declared that the word "Company" in this clause, except 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 in the Island of Ceylon or elsewhere, and that the objects specified in each paragraph of this clause, except paragraph 16, shall be separate and independent main objects of the Company, and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

4. The liability of Shareholders is limited.

5. The capital of the Company is Rupees 100,000 divided into 10,000 ordinary shares of Ten rupees 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 as prescribed by the Articles of Association and the regulations of the Company for the time being.

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

Names and Addresses of Subscribers.	Number of Shares taken by each.
B. JAYASURIYA, Colombo	One
W. F. GUNAWARDHANA, Colombo	One
M. SARAVANAMUTTU, Colombo	One
C. G. DE SARAM, Colombo	One
G. H. WIJERATNE, Colombo	One
HENRY VAN LANGENBERG, Colombo	One
C. SAB. SENARATNA, Colombo	One

Witness to the above signatures at Colombo, this Fifth day of August, 1925:

FRED. DE SARAM,
Proctor, Supreme Court.

ARTICLES OF ASSOCIATION OF C. SAB. SENARATNA AND COMPANY, LIMITED.

It is agreed as follows:—

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

INTERPRETATION.

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

Company.—The word "Company" means "C. Sab. Senaratna & Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

The Ordinance.—The "Ordinance" means and includes "The Joint Stock Companies Ordinances, 1861 to 1909," 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 purpose of the Company.

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

Shareholders.—"Shareholders" means a Shareholder of the Company.

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

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

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

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

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

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

Month.—"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal Capital.*—The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into Ten thousand (10,000) shares of Rs. 10 each.

SHARES.

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

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

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

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

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

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

14. *One of Joint-Holders other than a Firm may give Receipts; only one of Joint-Holders resident in Ceylon entitled to vote.*—Any one of the joint-holders of a share, other than a firm, may give effectual receipts for any dividends payable in respect of such share; but only one of such joint-shareholders shall be entitled to the right of voting and of giving proxies,

and exercising the other rights and powers conferred on a sole Shareholder, and if the joint-holders cannot arrange amongst themselves as to who shall vote or give proxies and exercises 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 the case of the death of any one or more of the joint-holders, other than a firm, of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

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

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

INCREASE OF CAPITAL.

18. *Increase of Capital by Creation of New Shares.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares 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 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 receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

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

TRANSFER OF SHARES.

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

28. *Transfer of Shares.*—Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

29. *No Transfer to Minor Person of Unsound Mind or to a "Prohibited Person," or "Foreigner" or "Corporation under Foreign Control."*—No transfer of shares shall be made to a minor or person of unsound mind or to a "prohibited person," or "foreigner," or "corporation under foreign control" within the meaning of Chapter VI. of "The Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917," or to any person acting for and on behalf of or in trust for such "prohibited person," or "foreigner," or "corporation under foreign control."

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 have a lien or otherwise; or in the case of shares not fully paid up to any person not approved of by them.

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

40. *Failing such Registrations, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within 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 share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

(d) *Shareholder still liable to pay Money 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, 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 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

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

44. *Effect of Surrender or Forfeiture.*—The surrender or forfeiture of a share shall involve the extinction of all interests 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; and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company; such purchaser thereupon shall be deemed the holder of such share, discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

(b) *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 43 hereof shall be redeemable after sale or disposal.

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

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

48. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 43 and 44 hereof shall be applied in or towards the satisfaction of such debts, liabilities, or engagements, and the residue (if any) shall be paid to such Shareholder or his representatives.

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

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

PREFERENCE SHARES.

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

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

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

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

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

CALLS.

54. (a) *Directors may make Calls.*—The Directors may from time to time make such calls as they think fit upon the registered holders of shares, in respect of moneys unpaid thereon, and not by the conditions of allotment made payable at fixed times; and each Shareholder shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors, provided that two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call.

(b) *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors or by resolution in writing in terms of Article 121.

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

55. *Interest on Unpaid Call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder of 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 cent. per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this clause.

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

BORROWING POWERS.

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

For the purpose of securing the repayment of any such moneys 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 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.

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, allotments 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.

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 Meeting.*—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, at such time and place as may be determined by the Directors.

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

61. *Extraordinary General Meetings.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

62. *Requisition of Shareholders to state Object of Meeting; on Receipt of Requisition, Directors to call Meeting, and in Default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

63. *Notice of Resolution.*—Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

64. *Seven days' Notice of Meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette*, or by notice sent by post; or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

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

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

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

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

69. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their Absence or Refusal, a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the 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. *At any Meeting every Resolution shall be decided by the Votes of the Shareholders Present.*—In case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder, and proxy, and attorney; and unless a poll be immediately demanded in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

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

75. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such a manner as the Chairman shall direct; and

in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder, and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

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

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

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

81. *Shareholder in Arrear or not registered at least Three Months prior 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 trustees 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 or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

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

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

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

C. Sab. Senaratna and Company, Limited.

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

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

85. *Objection to Validity of Vote to be made at the Meeting or Poll.*—No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting 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 Results.*—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 three nor more than seven. In the event of the number of Directors in Ceylon ever being reduced to two, such remaining Directors 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 Directors shall themselves 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 Directors shall not act except for the purpose of appointing another, and, if necessary, enabling him to be placed on the register of Shareholders.

88. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Rupees One thousand (Rs. 1,000); and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three thousand Rupees (Rs. 3,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be William Frederick Gunawardhana, Colombo; Claude Sabaragamuve Senaratna, Colombo; and Bernard Jayasuriya, 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.

(a) Claude Sabaragamuve Senaratna shall be entitled to hold office as Life Director of the Company so long as he holds shares of the Company of the nominal value of Rupees Five thousand.

(b) In case the said Claude Sabaragamuve Senaratna shall cease to hold shares of the Company of the nominal value of Rupees Five thousand, he shall thereupon be deemed to be elected to office as an ordinary Director.

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

91. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third, and Fourth 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, subject to clause 89.

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

93. *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.

94. *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.

95. *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 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.

96. *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.

97. 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.

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

- (a) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs.
- (b) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (c) If he ceases to hold the required number of shares to qualify him for the office.
- (d) If he is concerned or participates in the profits of any contract with, or work done for, the Company.

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

99. *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.

100. *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.

101. *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.

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

103. *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, option, or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title, and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reason as they may think proper and advisable and without assigning any cause.

104. *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.

105. *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.

106. *To sell and dispose of Company's Property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, lands, and effects of the Company or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or estates, land or lands, or the sub-lease of the whole or any part or parts thereof to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, assignment, sub-lease, 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.

107. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artizans, and workers, and generally do all such acts and things as are or shall be by the Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company in General Meeting subject, nevertheless, to the provisions of the Ordinance and of these presents and to such regulations and provisions (if any) as may, from time to time, be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers or otherwise, concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they may 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 those powers.

PROCEEDINGS OF DIRECTORS.

109. *Meetings 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.

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

111. *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.

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

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

114. *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.

115. *Regulations of Proceedings of Committee.*—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.

116. *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.

117. *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.

118. *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.

119. *The Use of the Seal.*—The seal of the Company shall not be used or affixed to any deed, certificate, or share, or other instrument, except in the presence of two or more of the Directors or of one Director and the Secretary of the Company who shall attest the sealing thereof. The sealing shall not be attested by one person in the dual capacity of Director and Secretary.

ACCOUNTS.

120. *What Accounts to be kept.*—The Secretary for the time being or the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such receipts and expenditure take place, and of the assets, credits, and liabilities of the Company, and generally, of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

121. *Accounts how and when open to Inspection.*—The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations; the accounts and books of the Company or of any of them shall be open to the inspection of the Shareholders, and no Shareholder shall have any rights 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.

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

123. *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.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

(a) 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.

126. *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.

127. *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.

128. *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 the preference share 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 extensions 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.

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

130. *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 share or shares, or otherwise howsoever.

131. *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.

132. *Dividend 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 to it, 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.

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

134. *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.

135. *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.

136. *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.

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

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

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

140. *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.

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

142. *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.

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

NOTICES.

144. *Notice 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.

145. *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.

146. *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.

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

148. *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.

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

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

ARBITRATION.

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

EVIDENCE.

151. *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.

152. *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.

153. *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.

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

155. *Indemnity.*—The Directors, Managers, Agents, Auditors, Secretary, and other officers or servants for the time being of the Company, and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their heirs, executors, and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages, and expenses which they or any of them, their or any of their heirs, executors, or administrators shall or may incur or sustain by or by reason of any contracts entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful act, neglect, or default respectively, and none of them shall be answerable for the acts, receipts, neglect, or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers, or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for any bankers, brokers, or other persons into whose hands any money of the Company may come, or for any defect of the title of the Company to any property purchased, or for insufficiency or deficiency of or defect of title of the Company to any security upon which any moneys of or belonging to the Company shall be placed out or invested, and for any loss, misfortune, or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Colombo, this Fifth day of August, 1925 :—

B. JAYASURIYA,

W. F. GUNAWARDHANA.

M. SARAVANAMUTTU.

C. G. DE SARAM.

G. H. WIJERATNE.

HENRY VAN LANGENBERG.

C. SAB. SENARATNA.

Witness to the above signatures at Colombo, this Fifth day of August, 1925 :

FRED DE SARAM,
Proctor, Supreme Court.

[First Publication.]

ication
MEMORANDUM OF ASSOCIATION OF THE WALAKANDE RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE WALAKANDE RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To purchase, or otherwise acquire Tatuwalakande estate of about 346 acres, situate in the Kegalla District of the Island of Ceylon, as on and from the 1st day of July, 1925.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable estates or property, and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce rubber, tea, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture and render marketable (whether on account of the Company or others) rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say: planters of rubber, tea, coconuts, coffee, or any other such products of produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug-owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights, and informations so acquired.
 - (8) To purchase rubber, tea leaf, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, or products, and generally to carry on the business of mining in all its branches.

- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats, of tug-owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut- and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote or assist in the formation, constitution, or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures or book debts, or without any security at all.
- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company, either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world, as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up), or in debentures, debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares, either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate, property, and assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures, or debenture stock, or obligations of any company or person, or partly one and partly any other.

- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them, and in case of doubt as to what shall be so necessary, incidental, conducive, or convenient as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the word "company," except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and that the "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph, or the name of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Three hundred thousand Rupees (Rs. 300,000) divided into Thirty thousand (30,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, and from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company. The shares forming the capital (original, increased, or reduced), of the Company may be subdivided, consolidated, or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be issued as fully paid or partly paid shares and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
C. A. HUTSON, Colombo	One
L. G. STRETCH, Colombo	One
H. HOPWOOD, Colombo	One
STANLEY F. DE SARAM, Colombo	One
J. A. MARTENSZ, Colombo	One
DAVID E. MARTENSZ, Colombo	One
PERCIVAL S. MARTENSZ, Colombo	One
Total number of shares taken	Seven

Witness to the above signatures at Colombo this Second day of September, 1925:

C. M. G. DE SARAM,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE WALAKANDE RUBBER COMPANY, LIMITED.

It is agreed as follows:—

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

INTERPRETATION.

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

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

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

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

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

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

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

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

Shareholder.—"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

Month.—"Month" means a calendar month.

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

Dividend.—“Dividend” includes bonus.

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal Capital.*—The nominal capital of the Company is Three hundred thousand Rupees (Rs. 300,000) divided into Thirty thousand (30,000) shares of Ten Rupees (Rs. 10) each.

SHARES.

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

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

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

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

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

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

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

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

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

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

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

INCREASE OF CAPITAL.

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

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

20. *How carried into Effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders, in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class, in proportion to the existing shares

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

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

TRANSFER OF SHARES.

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

28. *Transfer of Shares.*—Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

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

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

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

32. *Board may decline to register Transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company has a lien or otherwise; or to any person not approved of by them.

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

34. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares, in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

(b) *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

51. *Preference and Deferred Shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of payment of capital, or both, of 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—

- (i) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares;

- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in general meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition or other modification of such rights, privileges, and conditions, consent thereto on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

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

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

CALLS.

54. (a) *Directors may make Calls.*—The Directors may from time to time make such calls as they think fit upon the registered holders of shares, in respect of moneys unpaid thereon, and not by the conditions of allotment made payable at fixed times; and each Shareholder shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors, provided that two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call.

(b) *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board meeting of the Directors or by resolution in writing in terms of Article 121.

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

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

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

BORROWING POWERS.

57. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Fifty thousand Rupees (Rs. 50,000). The Directors shall with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures, or create any debenture stock, they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such documents containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

61. *Extraordinary General Meetings.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

62. *Requisition of Shareholders to state Object of Meeting; on Receipt of Requisition, Directors to call Meeting, and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

63. *Notice of Resolution.*—Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

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

64. (b) *Two Meetings convened by one Notice.*—Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Walakande Rubber Company, Limited.

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

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

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

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

DIRECTORS.

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

88. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand five hundred Rupees (Rs. 1,500), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding One thousand five hundred Rupees (Rs. 1,500) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be Charles Arthur Hutson, Robert Davidson, and Leonard Gordon Stretch, all of Colombo who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

95. *Retiring Directors how determined.*—The Director to retire from office at the Second and Third General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

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

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

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

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

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

- (a) If he accept or hold any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he becomes bankrupt or insolvent, or suspend payment, or file a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he become incapable of acting.
- (d) If he cease to hold the required number of shares to qualify him for the office.
- (e) If he be concerned or participate in the profits of any contract with, or work done for, the Company.
- (f) If he cease to ordinarily reside in Ceylon or be absent from Ceylon for a period of six consecutive months.

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

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

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

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

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said Tatuwalakande estate of about 346 acres, situated in the Kegalla District, as on and from 1st day of July, 1925.

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 Tatuwalakande estate, and the purchase, lease, or acquisition of any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

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

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

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

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

112. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by the Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by the Ordinance or by these presents required to be exercised or done by the Company in General Meeting subject, nevertheless, to the provisions of the Ordinance and of these presents and to such regulations and provisions (if any) as may, from time to time, be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or Company and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

123. *Signature of Minutes of Proceedings and Effect thereof.*—All such minutes shall be signed by the person or one of the persons who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person or one of the persons who shall preside as Chairman at the next ensuing General Meeting, Board Meeting, or Committee Meeting, respectively; and all minutes purporting to have been signed by 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 *pro procurationem* or signing for and on behalf of the said firm as such agents and secretaries, and in the event of a company registered under the Ordinance being the agents and secretaries, being signified by a Director or the Secretary or duly authorized attorney of such Company signing for and on behalf of such Company as agents and secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the agents and secretaries. Any instrument sealed with the seal of the Company and signed by two or more Directors or by one Director and the agents and secretaries of the Company shall be presumed to be duly executed.

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Colombo, this Second day of September, 1925:—

C. A. HUTSON.

L. G. STRETCH.

H. HOPWOOD.

STANLEY F. DE SARAM.

J. A. MARTENSZ.

DAVID E. MARTENSZ.

PERCIVAL S. MARTENSZ.

Witness to the above signatures:

C. M. G. DE SARAM,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF BROUGHAMS, LIMITED.

- Publication*
1. The name of the Company is "BROUGHAMS, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The objects for which the Company is to be established are—
 - (a) To acquire as a going concern and carry on the business or businesses, assets, and liabilities of the firm of "Brougham and Company" in Colombo, Ceylon.
 - (b) To carry on the business of household furnishers and outfitters, automobile, motor car, motor carriage, lorry, motor cycle, vehicle, boat, and furniture builders or manufacturers, iron and brass founders, metal workers, machinists, smiths, wood workers, painters, cleaners, and general merchants.
 - (c) To buy, sell, manufacture, repair, clean, convert, let on hire, and deal in any or all of the above-mentioned articles or things or accessories thereto.
 - (d) To purchase and sell timber, wood, metals, machinery, implements, utensils, appliances, apparatus, petrol, oil, fuel, lubricants, cements, paints, solutions, enamels, and any other materials, articles, or things relating to the above business, either on concessions or otherwise.
 - (e) To carry on in Ceylon or elsewhere the business of planters, growers, and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
 - (f) 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.
 - (g) 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.
 - (h) To clear, open, plant, cultivate, improve, and develop the said properties 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.
 - (i) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut- and coffee-curing mills, and other manufacturing, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (j) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (k) 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.
 - (l) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (i), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
 - (m) 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.
 - (n) 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.
 - (o) 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.
 - (p) To act as agents, attorneys, brokers, or trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the business of the Company through or by means of agents, attorneys, brokers, sub-contractors, or others.
 - (q) To establish and carry on a daffy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (r) 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 branch establishments and (or) 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.
 - (s) 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.
 - (t) 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.
 - (u) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

36 pages

396

132

132

198

- (v) 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.
- (w) 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.
- (x) 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.
- (y) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (z) 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.
- (z 1) 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.
- (z 2) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (z 3) 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 4) 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 5) 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 6) 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 7) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly the other.
- (z 8) 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 9) 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 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 Shareholder.
J. MACDONALD, Colombo	One
C. HANNAGAN, Colombo	One
W. C. BRODIE, Colombo	One
H. H. BROUGHAM, Colombo	One
M. J. HARDING, Colombo	One
J. M. DICK, Colombo	One
C. H. S. BLATCH, Colombo	One
Total Shares taken	Seven

Witness to all the above signatures, this Tenth day of September, 1925, at Colombo:

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF BROUGHAMS, 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 "Broughams, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

Words importing the masculine gender 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 ordinary shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 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 case of shares registered in the names of two or more persons, the Company shall not be bound to issue more than one certificate to all the joint-holders, and delivery of such certificate to any one of them shall be sufficient delivery to all.

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

TRANSMISSION OF SHARES.

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

35. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under

this clause, or of his title, as the Directors think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

36. If any person who shall become entitled to be registered in respect of any share under clause 35 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share or if in the case of the death of any Shareholder, no person shall within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

38. If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

39. Any Shareholder whose shares have been so declared forfeited shall notwithstanding be liable to pay, and shall forthwith pay to the Company all calls, instalments, premia, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at nine per centum per annum, and the Directors may enforce the payment thereof if they think fit.

40. Every share surrendered or so declared forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of upon such terms and in such manner as the Board shall think fit.

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

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

43. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all money due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

50. If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes, then the holders of any class of shares may by an extraordinary resolution passed at a meeting of such holders, consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital

affecting the class of shares; and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the resolutions could have been effected without it.

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances 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 Twenty-five thousand (Rs. 25,000).

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

73. At any meeting every resolution shall be decided by a show of hands, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some 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 at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and place and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided; and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder or proxy or attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

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

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

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

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

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

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

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

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

Broughams, Limited.

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

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

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

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

DIRECTORS.

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

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

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

88. The first Directors shall be Messrs. A. M. Cooper, H. J. Adkins, J. Macdonald, and H. H. Brougham.

The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

91. The 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 increased or reduced number is to go out of office.

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

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

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

100. 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 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 the Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Manager, Agent, Visiting Agent, Superintendent, 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 without leave from the Board 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 business, assets, and liabilities of the firm of Brougham and Company, Colombo, and the purchase and acquisition or lease of any business lands, rights, 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 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, and acquisition of the said business and otherwise in or about the working and business of the said 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 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, lands, property, rights, privileges, and effects of the Company, or any part or parts, shares or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or 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 by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon, or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

- (1) Of all appointments of (a) officers and (b) committees made by the Directors.
- (2) Of the names of the Directors present at each meeting of the Directors.
- (3) Of the names of the members of the committee appointed by the Board present at each meeting of the committee.

- (4) Of all orders made by the Directors.
- (5) Of all resolutions and proceedings of all General Meetings of the Company.
- (6) Of all resolutions and proceedings of all meetings of the Directors.
- (7) Of all resolutions and proceedings of all meetings of committees appointed by the Board.

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

ACCOUNTS.

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

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

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

125. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, 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.

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

138. The Directors may, 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.

139. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they may select, or place the same 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 interests of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

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

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

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

144. 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.

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

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

NOTICES.

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

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

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

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

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

152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148 shall not be entitled to be given any notices.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

155. If the Company shall be wound up whether voluntarily or otherwise, the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section (6) of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 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 hereunto set and subscribed their names at the places and on the dates hereafter written:—

J. MACDONALD, Colombo.
 C. HANNAGAN, Colombo.
 W. C. BRODIE, Colombo.
 H. H. BROUGHAM, Colombo.
 M. J. HARDING, Colombo.
 J. M. DICK, Colombo.
 C. H. S. BLATCH, Colombo.

Witness to the above signatures at Colombo, this Tenth day of September, 1925:

SYDNEY JULIUS,
 Proctor, Supreme Court, Colombo.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE BIDDESCAR RUBBER COMPANY, LIMITED.

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

- (r) To cause or permit any debenture, stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangements with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of property suitable for the purpose, of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z1) 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.
- (z2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly other.
- (z3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z4) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

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

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
A. WARDEN, Colombo	One
F. F. ROE, Colombo	One
R. J. HARTLEY, Colombo	One
J. A. SYMONS, Colombo	One
W. K. S. HUGHES, Colombo	One
G. T. HALE, Colombo	One
A. R. NELSON, Colombo	One
Total Shares taken	Seven

Witness to all the above signatures, this Tenth day of September, 1925, at Colombo:

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE BIDDISCAR 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 Biddiscar Rubber Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire Horanakande, Biddiscar, and Daphne estates, it shall be no objection that the vendors are in a fiduciary position to the Company, or that there is no independent Board of Directors, nor shall any claim be made on any of the vendors on any such ground. Every member of the Company, present or future, shall be deemed to have joined the Company on this basis.

CAPITAL.

4. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 100,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

Subject to any direction to the contrary, no delay be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion, as nearly as possible, to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors, may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

29. The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien, or otherwise; or in case of share 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 or for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than twenty-one days in any year.

TRANSMISSION OF SHARES.

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

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

36. If any person who shall become entitled to be registered in respect of any share under clause 35 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

38. If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

39. Any Shareholder whose shares have been so declared forfeited shall notwithstanding be liable to pay, and shall forthwith pay to the Company all calls, instalments, premia, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at nine per centum per annum, and the Directors may enforce the payment thereof if they think fit.

40. Every share surrendered or so declared forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of upon such terms and in such manner as the Board shall think fit.

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

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

43. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Fifty thousand (Rs. 50,000).

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

65. Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends and to elect Directors and Auditors in 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.

and the security shall be forfeited, and the right to collect the produce in question resold at the risk of the original purchaser, who shall be held liable to make good any deficiency in the price realized at such resale, but, on the other hand, he shall not be entitled to participate in any profit which may accrue to the Government by any resale.

7. The right to collect the produce in question shall not be assigned, resold, or sublet by the purchaser without the consent of the Conservator of Forests first obtained in writing.

8. Should the purchaser or his employees cause any damage to trees in the forests or commit any forest offence, the purchaser shall be held liable to pay compensation for all such damage or loss, and on failure to pay he shall be liable to prosecution.

9. The collection of produce should cease 15 days before September 30, 1926, to admit of the produce collected being transported to Central Stores before September 30, 1926, after which date the purchaser will not be allowed to transport any seed to the Central Stores, no matter when the produce might have been collected in forest.

10. The Government reserves to itself the right, without question, of rejecting the purchaser's employees, and of rescinding the agreement if the above conditions are not adhered to.

11. For any further information, and for inspection of the draft agreement, application should be made at the Office of the Divisional Forest Officer, Central Division, Nuwara Eliya.

R. M. WHITE,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, September 24, 1925.

Sale of Satinwood.

AN auction sale of the under-mentioned satinwood will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, October, 24, 1925, at 10 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per cubic foot, and no advance of less than 25 cents per cubic foot will be accepted.

2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.

3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.

4. Depot measurements must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements recorded in the notice and to represent any differences promptly.

5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the Depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.

7. Flowered logs, if not so advertised, shall be excluded from the lots advertised in the list, and shall be put up separately, at the discretion of the Assistant Conservator of Forests, after consulting the wishes of prospective purchasers.

8. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.

logs of a cubic foot less than .5 will be ignored, and will be counted as one cubic foot in calculation of volume.
description of the logs appearing in the remarks the following list is entered merely for the guidance of intending purchasers who, as usual, should satisfy themselves to its correctness before purchasing the logs.

Division.	No. of Logs.	Cubic Feet.
Eastern (South)	40.	1,520

LIST OF SATINWOOD LOGS REFERRED TO.

Eastern Division (South).

Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.
372	353	13 9	6 2	33	Sound*
378	354	15 3	5 7	30	do.†
383	355	16 3	6 0	37	do.†
398	356	16 3	5 7	32	do.*
382	357	16 3	5 8	33	Partly unsound*
376	358	15 6	5 9	32	Sound*
388	359	16 6	5 5	30	do.†
394	360	15 9	5 1	25	do.†
390	361	15 3	5 0	24	do.*
401	362	12 3	6 0	28	do.*
395	363	15 0	6 11	45	do.*
399	364	13 9	6 4	34	do.*
381	365	15 3	6 0	34	do.*
386	366	16 6	6 0	37	do.†
387	367	14 9	6 9	42	do.*
402	368	18 9	5 8	38	do.†
400	369	14 9	7 0	45	do.*
392	370	16 9	6 0	38	do.*
389	371	15 0	5 9	31	do.*
375	372	15 3	6 7	41	do.*
373	373	14 9	6 2	35	do.*
391	374	17 0	5 10	36	do.†
385	375	15 3	6 10	44	do.†
381	376	15 3	7 10	58	do.*
384	377	16 3	6 2	39	do.*
374	378	15 0	7 1	47	do.*
371	379	15 0	6 2	36	do.*
379	380	15 0	7 4	50	do.†
380	381	14 3	5 5	26	do.*
377	382	15 6	5 6	29	Partly unsound†
416	383	15 6	8 0	62	Sound*
420	384	15 6	6 1	36	do.*
432	385	13 0	6 0	29	do.†
428	386	13 9	6 0	31	do.*
426	387	13 6	6 10	39	do.*
410	388	15 0	6 6	40	do.*
415	389	14 9	7 11	58	do.†
417	390	16 0	7 2	51	do.*
433	391	12 6	7 5	43	do.*
418	392	11 9	7 7	42	do.†
Total	40			1,520	

* Plain. † Streaked. ‡ Flowered.

R. M. WHITE,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, September 22, 1925.

Sale of Ebony.

AN auction sale of the under-mentioned ebony at the Central Timber Depot, Kew road, Colombo, on Saturday, October 24, 1925, at 11 A.M. to the following conditions:—

1. The timber will be put up in lots to suit buyers per lot, and no advance of less than Re. 1 per lot will be accepted.
2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.
4. Buyers will be allowed to have the logs weighed at the depot premises, if so required, the cost of reweighing to be borne by such buyers. If any difference is found between the depot weight and the weight ascertained after reweighing, a certificate will be issued by this Department showing the actual weight at the time of reweighing, provided the buyers require such certificate for export purposes. But no allowance will be made for any shortage when making payment, the logs being sold by auction at a rate per lot and not per ton.
5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.
6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.
7. Agents bidding for others will be required to produce a written authority from the firm or persons for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.
8. The description of the logs appearing in the remarks column of the following list is entered merely for the guidance of the intending purchasers, who, as usual, should satisfy themselves as to its correctness before purchasing the logs.

Division.	No. of Logs.	Tons.	cwt.	qr.	lb.
Northern	2	0	7	2	14
North-Central	24	9	3	1	7
Total	26	9	10	3	21

LIST OF EBONY LOGS REFERRED TO.

Northern Division.

Divisional No.	C. T. D. No.	Length.		Girth.	Tons.	Weight.			Remarks.
		Ft.	in.			cwt.	qr.	lb.	
15	3116	16	9	1 10	0	3	0	0	Marked
269	3120	15	4	2 6	0	4	2	14	Well marked

North-Central Division.

24	3181	20	6	2 6	0	7	2	0	Well Marked
16	3183	21	1	3 4	0	9	0	0	do.
2	3184	19	0	2 9	0	6	2	0	Marked
25	3191	25	4	3 4	0	14	0	0	do.
2	1	22	4	3 6	0	15	2	0	do.
17	2	16	0	2 6	0	5	1	0	do.
5	3	17	0	3 2	0	9	0	0	do.
6	4	18	2	2 11	0	7	1	0	do.
20	5	17	0	4 8	0	18	0	0	Black
8	6	19	0	1 7	0	2	2	0	Slightly Marked
7	7	15	10	1 10	0	2	2	0	Black
19	8	12	0	3 0	0	5	3	0	do.
10	9	18	0	2 5	0	5	1	0	do.

Divisional No.	C. T. D. No.	Length.		Girth.	Tons.	Weight.			Remarks.
		Ft.	in.			cwt.	qr.	lb.	
18	10	16	0	1 10	0	2	3	7	Marked
9	11	16	0	2 7	0	5	1	7	Black
15	12	15	2	2 7	0	4	1	0	do.
12	13	24	0	2 6	0	8	0	21	Marked
16	14	15	0	3 0	0	6	3	0	Black
1	15	23	0	3 11	0	16	0	0	do.
3	16	16	9	2 9	0	5	2	7	Slightly Marked
14	17	18	3	2 3	0	5	1	21	do.
11	18	20	9	2 5	0	5	2	14	Black
13	19	18	6	2 8	0	7	0	0	Marked
4	20	13	0	3 2	0	7	1	14	do.
26				Total		9	10	3	21

Office of the Conservator of Forests, R. M. WHITE,
Kandy, September 22, 1925. Acting Conservator of Forests.

Sale of Timber.

THE under-mentioned timber lying at depôts mentioned below in Northern Division, will be sold by public auction, on the spot by the Divisional Forest Officer, Northern Division, Jaffna, on the different dates noted against each depôt:—

(a) Jaffna Depôt, on Wednesday, October 7, 1925, at 9.30 A.M.:

- 58 palu logs.
- 5 margosa logs.
- 38 palu posts.
- 12 satin posts.
- 30 rejected broom handles.
- 610 rejected pachchus.

(b) Kankesanturai Depôt, on Thursday, October 8, 1925, at 9 A.M.:

- 75 satin logs.

2. The lists of timber are available for inspection at the Divisional Forest Office, Jaffna.

3. Further particulars can be obtained from the Divisional Forest Office, Jaffna.

Conditions.

(a) The timber will be put up either singly or in lots to suit buyers at a rate per cubic foot, and no advance of less than 10 cents per cubic foot will be recognized.

(b) The highest bid will be accepted, subject to the approval of the Conservator of Forests. The highest bidder will be declared the purchaser, and on being so declared, shall sign his name in the register of sale in admission of such purpose and deposit the necessary amount.

(c) Twenty-five per cent. of the bids to be deposited on conclusion of the sale. The balance should be paid within ten days of the intimation of the approval of sale by the Conservator of Forests, when a permit for removal will be issued.

(d) The measurements as recorded by the Divisional Forest Officer must be accepted, but prior to date of auction any prospective bidder is at liberty to check the measurements and to represent any difference promptly.

(e) All timber sold and the full price bid of which has been paid must be removed from the depôt within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchaser until removed. A charge of Re. 1 per log per week will be made for any logs not removed within ten days of acceptance of bid. Logs not removed from the depôt within one month will revert to the Crown.

(f) Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay twenty-five per cent. of his bid when so required, and refuse or fail to remove the timber within the time specified in clause (e) above, the lot will

again be put for auction and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, which, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.

(g) Agents bidding for others will be required to produce written authority from the firm or person for whom they bid; such authority will be retained by the Divisional Forest Officer, and will hold good only at the particular sale at which it is produced.

R. M. WHITE,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, September 23, 1925.

Sale of Timber.

THE under-mentioned timber consisting of rejected planks and logs lying at the Central Timber Depôt will be sold by public auction by the Divisional Forest Officer, Western Division, Colombo, on Saturday, October 10, 1925, at 9.30 A.M., subject to the following conditions, at the Central Timber Depôt, Slave Island:—

1. The highest bid will be accepted, subject to the approval of the Conservator of Forests. The highest bidder will be declared the purchaser, and on being so declared shall sign his name in the Register of Sale in admission of such purchase, and deposit the necessary amount.

2. Twenty-five per cent. of the bids to be deposited on conclusion of the sale. The balance should be paid within seven days of the intimation of the approval of sale by the Conservator of Forests, when a permit for removal will be issued.

3. The measurements as recorded by the Divisional Forest Officer, Western Division, must be accepted, but prior to date of auction any intending purchaser is at liberty to inspect the timber, &c., and check the measurements.

4. All timber sold must be removed within two weeks of the receipt of notification that the bid has been accepted, and the timber will be at the risk of the purchaser until the time of removal.

5. Should the person whose bid has been accepted fail to pay the balance purchase amount within seven days of the receipt of notice in writing that his bid has been accepted by the Conservator of Forests, or to remove the timber within the time specified in clause 4 above, the lot will be resold at the risk of the original purchaser, who shall be held liable for any deficiency owing to a lower price being realized at the resale, but on the other hand, if an enhanced price is realized, he shall have no claim to the profit, which shall accrue thereby to Government.

6. The list of timber can be seen in the Central Timber Depôt, Slave Island, on any working day between the hours of 9.30 A.M. and 4.30 P.M.

7. Application should be made at the Divisional Forest Office, Western Division, Colombo, for any further information.

R. M. WHITE,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, September 25, 1925.

Central Timber Depôt, Slave Island.

4 palu fenders = 29 cubic feet.
7 hora planks = 23 cubic feet.
33 hora planks = 89 cubic feet.
29 milla logs = 477 cubic feet.
3 mi logs = 45 cubic feet.
1 satin log = 13 cubic feet.

Sale of Timber.

AN auction sale of the under-mentioned satin logs at Trincomalee Timber and Fuel Depôt, will be held on the spot by the Divisional Forest Officer, Eastern Division (North), Trincomalee, on Saturday, October 17, 1925, at 9.30 A.M., punctually, subject to the following conditions:—

1. The timber will be put up either singly or in lots to suit buyers at a rate per cubic foot, &c., and no advance of less than 10 cents per cubic foot, &c., will be accepted.

2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the Officer conducting the sale to sign the Sale Book kept for the purpose directly a lot has been knocked down to him.

3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.

4. Measurements as recorded by the Divisional Forest Officer must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements and to present any differences promptly.

5. No timber shall be removed before the payment of the full price bid, and all timber sold must be removed from the depôt within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchaser until removed. Timber not removed within the ten days will be charged for at the rate of Re. 1 per log per day. Logs not removed from the depôt within one month will revert to the possession of the Crown.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or the balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.

7. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Divisional Forest Officer, and will hold good only at the particular sale at which it is produced.

8. Any further particulars can be obtained from the Divisional Forest Officer, Eastern Division (North), Trincomalee.

List of Timber.

25 satin logs, 576 cubic feet (approximately).

R. M. WHITE,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, September 25, 1925.

Sale of Timber.

AN auction sale of the under-mentioned satinwood logs lying at Muthur Outbay Depôt, will be held on the spot by the Divisional Forest Officer, Eastern Division (North), Trincomalee, on Wednesday, October 14, 1925, at 9.30 A.M., punctually, subject to the following conditions:—

1. The timber will be put up either singly or in lots to suit buyers at a rate per cubic foot, &c., and no advance of less than 10 cents per cubic foot, &c., will be accepted.

2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the Sale Book kept for the purpose directly a lot has been knocked down to him.

3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.

4. Measurements as recorded by the Divisional Forest Officer must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements and to present any differences promptly.

5. No timber shall be removed before the full price bid, and all timber sold must be removed from the depot within ten days of date of notification, acceptance by the Conservator of Forests of such bid, will be at the risk of the purchaser until removed. Timber not removed within the ten days will be charged for at rate, Re. 1 per log per day. Logs not removed from the depot within one month will revert to the possession of the Crown.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or the balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.

7. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Divisional Forest Officer, and will hold good only at the particular sale at which it is produced.

8. Any further particulars can be obtained from the Divisional Forest Officer, Eastern Division (North), Trincomalee.

List of Timber.

35 satinwood logs, 353 cubic feet (approximately).

R. M. WHITE,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, September 25, 1925.

Amended Rules and Scales of Charges and other Fees chargeable for Services rendered by the Medical Department.

It is hereby notified for general information that rule 5 of the amended rules and scale of charges and other fees chargeable for services rendered by the Medical Department published by Notification dated August 28, 1923, in *Government Gazette* No. 7,351 dated September 21, 1923, in substitution for rule 5 of the rules published by Notification dated August 4, 1923, in *Government Gazette* No. 7,344 dated August 10, 1923, is hereby cancelled, and the following rule is substituted therefor:—

Rule referred to.

5. No charges other than those stated above can be levied.

J. F. E. BRIDGER,
Principal Civil Medical Officer and
Inspector-General of Hospitals.

Colombo, September 30, 1925.

Foot-and-Mouth Disease.

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

The area bounded on the north by cart road from Kadirana to Katu raya ke, south by cart road from Katunayake to Goluwapokuna, east by Baseline road, west by fields.

This declaration is to take effect from this date.

C. H. A. SAMARAKODY,
September 23, 1925. Mudaliyar, Alutkuru Korale North.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated August 25, 1925, published in *Government Gazette* No. 7,483 of September 4, 1925, Nikawalamulla in Kegalla District was proclaimed an infected area, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909: and whereas foot-and-mouth disease no longer exists in the said area, it is now declared free from foot-and-mouth disease, and no longer an infected area.

This declaration is to take effect from to-day.

L. J. SENEVIRATNE,
The Kachcheri, for Assistant Government Agent.
Kegalla, September 28, 1925.

Foot-and-Mouth Disease.

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

The area bounded on the north by Udahawatta owned by Magilis Singho and others, south by Haggalla-Hedidenikanda Village Committee road, east by Utuwana fields, west by Pasyala-Attanagalla road.

This declaration is to take effect from this date.

J. P. OBEYSEKERA,
Mudaliyar, Siyane Korale East.
September 21, 1925.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 29, 1925, published in *Government Gazette* No. 7,478 of August 14, 1925, Bakinigahawela weediya in Medagampattu korale of the Province of Uva was proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909: and whereas foot-and-mouth disease no longer exists in the said Bakinigahawela weediya, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This proclamation shall take effect from the date hereof.

N. MOONESINGHE,
The Kachcheri, for Government Agent.
Badulla, September 24, 1925.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out among black cattle in the Gandara Vidana Arachchie's Division, in Wellaboda pattu of the Matara District: It is hereby declared that the area specified below is an infected area in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909 as amended by the Ordinance No. 19 of 1923.

This declaration shall take effect from September 22, 1925.

Limits of infected Area.

North.—The village boundary between Kapugama East, Talalla North, and Gandara Police Officers' divisions.

East.—The village boundary between Talalla South and Gandara East Police Officer's divisions.

South.—Seashore.

West.—The Village boundary between Kapugama East, Wauwa, and Gandara West Police Officer's divisions.

A. N. STRONG,
The Kachcheri, Assistant Government Agent.
Matara, September 24, 1925.

Hoof-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Metiyagane palata, Udukaha korale west, in Dambadeni 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 June 5, 1925, is free from hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, Kurunegala, September 25, 1925.

H. W. ABEYWARDENE,
for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in Weligepola, in Hela Palle palata of Meda korale, Ratnapura District of the Province of Sabaragamuwa: It is hereby declared that the area bounded on the north by Galgoda and Dambahena wasama boundary, east by Urawala wasama boundary, south by Atakalan korale boundary, west by Panana wasama boundary, is infected in terms of section 5 (1) and (2) of Ordinance No. 25 of 1909.

This declaration will take effect from September 24, 1925.

September 24, 1925.

BARNES RATWATTE,
Ratemahatmaya, Kadawata and
Meda Korales.

Rinderpest.

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

The Kachcheri,
Badulla, September 26, 1926.

E. T. MILLINGTON,
Government Agent.

Rinderpest.

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

The Kachcheri,
Badulla, October 1, 1925.

E. T. MILLINGTON,
Government Agent.

NOTICE UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."**Election of Members of the Jaffna Urban District Council.**

NOTICE is hereby given that it is intended to hold an election of members of the Jaffna Urban District Council on Saturday, November 7 next. Every candidate must be nominated in writing, and the nomination paper must be subscribed by at least two persons whose names appear in the electoral roll of the electoral division for which the candidate offers himself for election; and the nomination paper must be delivered at the office of the Jaffna Urban District Council on or before 12 noon on November 7, 1925.

If more than one candidate is nominated for any one division, a poll will be taken on Saturday, November 21, 1925, at the polling place provided for that division as shown below.

The polls will open at 9 A.M. and close at 4 P.M.

Polling Place.

- For Division No. 1, the Jaffna District Court-house.
- For Division No. 2, the St John's College premises.
- For Division No. 3, the Jaffna Urban District Council Office.
- For Division No. 4, the Sale Bungalow, Kacheheri.
- For Division No. 5, the Mankayatkarasy Vidyasalai, Nallur.
- For Division No. 6, the Sanmarka Pothana Vidyasalai, Chernia Street.
- For Division No. 7, the Hindu College premises.
- For Division No. 8, the Mazrandheen Mathrasa School, Moor street.

The Kachcheri,
Jaffna, September 28, 1925.

F. J. SMITH,
Government Agent.

Dog Registration Ordinance, No. 25 of 1901.

IT is hereby notified that the Matara Urban District Council has, in terms of section 5 of the above Ordinance imposed for the year 1926, an annual registration fee of Re. 1 on every dog kept within the Urban District Council limits of Matara, payable on April 1, 1926.

Urban District Council Office,
Matara, September 18, 1925.

GEO. WEERATUNGA,
Chairman.

Rates and Taxes for the Year 1926.

IT is hereby notified that the Matara Urban District Council has, in terms of the above Ordinance imposed for the year 1926, the following rates and taxes, being the same as were in force during the preceding year, within the administrative limits of the Matara Urban District Council, subject to the provisions of the aforesaid Ordinance:—

Under section 171 (1) (a): A rate of five per centum, payable on March 31, on June 30, on September 30, and on December 31, for the quarter ending on the said days, respectively, on the annual value of all immovable property.

Under section 173 (1) (a): A tax payable in six days labour or by a money payment of two rupees by all persons residing within the administrative limits of the Council, who are liable to perform labour under the provisions set forth in Schedule VIII. of the above Ordinance.

Under section 173 (1) (b): A tax in respect of the following vehicles and animals, payable on or before January 31, at the rates specified:—

	Rs.	c.
For every carriage of whatever description other than a cart, hackery, or jinricksha	4	0
For every double bullock cart or hackery of whatever description	3	0
For every single bullock cart or hackery	2	50
For every jinricksha	1	0
For every horse, pony, or mule	2	0
For every bicycle	1	0

Urban District Council Office,
Matara, September 18, 1925.

GEO. WEERATUNGA,
Chairman.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of rates due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

September 28, 1925.

VIVIAN PEREIRA,
Acting Municipal Treasurer.

SCHEDULE.

Date and Place of Sale : October 12, 1925, at the Municipal Council Stores, Darley road.

Premises No.	Street.	Quarter and Year.	Property Seized.	Time of Sale. A.M.
984/154	Grandpass road	1st quarter, 1925	1 table, 1 armchair, 1 chair (ladies)	8

Election of a Councillor for the Fort Division.

WHEREAS a vacancy has occurred of a Councillor for the Fort Division of the Municipality of Colombo by the resignation of Charles Thompson Young, Esq., who was duly elected a Councillor for the said division on March 10, 1924, for the three years 1924, 1925, 1926; and whereas it is necessary that a substitute should be elected for the remainder of the term of office, notice is hereby given in accordance with rule 7 of the rules for the conduct of elections contained in Schedule B of Ordinance No. 6 of 1910, that the Chairman of the Municipal Council of Colombo will receive nomination papers for the nomination of candidates for the election of a substitute for the remainder of the term of office as Councillor for the said Fort Division by or before 11 o'clock in the forenoon of October 16, 1925, at his office, at the Town Hall, Colombo.

2. Every nomination paper must be subscribed by two voters of the division for which the candidate seeks to be elected, as proposer and seconder, respectively, and by not less than eight nor more than twelve other such voters as assenting to the nomination.

3. Each candidate must be nominated by a separate nomination paper.

4. The name of each person nominated must appear in the list of persons qualified to be elected as Councillors.

5. Nomination papers will be supplied by the Chairman to any person whose name appears on the list of persons qualified to be elected as Councillors, and no nomination paper shall be used for any election except a paper so supplied by the Chairman for that purpose. No nomination paper shall consist of portions of a form or forms pasted together.

6. Every nomination paper subscribed as aforesaid must be delivered by the candidate or his proposer or seconder at the Municipal Office by or before 11 o'clock in the forenoon of October 16, 1925.

The Town Hall,
Colombo, October 1, 1925.H. E. NEWNHAM,
Chairman, Municipal Council, and Mayor of Colombo.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on August 15, 1925, at 8.30 a.m., in accordance with Notice dated August 11, 1925.

Present :—Hon. Mr. W. L. Kindersley, Chairman ; Mr. L. H. S. Pieris ; Mr. G. E. de Silva ; Mr. P. M. Bingham ; Dr. R. F. La Brooy ; Mr. Hájí M. S. Usoof Ismail ; and Mr. S. A. Wijayatilleke.

1. The Minutes of Proceedings of the Meeting held on July 18, 1925, 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 1924, to July 31, 1925, on account of the Municipal Fund ; (b) Progress report of works brought up to the same date ; (c) Health Officer's report for July, 1925 ; (d) Statements of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of July, 1925 ; (e) The reservoir readings for July, 1925.

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 July, 1925.

(a) Mr. Wijayatilleke presented a petition from Mr. R. D. Weerasinghe, praying that in view of his father's long service, he may be given employment under the Council.

Resolved that he be informed he may apply when a suitable vacancy occurs.

(b) Mr. Pieris presented a petition from M. Mohideen, praying that electric lights be installed in his boutiques, 60 and 61, Colombo street, free of cost in view of the loss sustained by him through the demolition of his boutiques owing to the outbreak of plague.

The Chairman stated that the matter was coming up for consideration at the Meeting of this date of the Standing Committee on Municipal Works.

(c) Mr. Ismail presented a petition from Abdul Magid, praying that the licences in respect of mutton stalls Nos. 71 and 72 of the Public Market be issued in his favour.

Resolved that the petitioner be referred to previous reply No. 43 of May 2, 1925.

(d) Mr. Ismail presented a petition from J. A. Raju relating to his application to erect a building on premises No. 37, Katukele Lake road.

Resolved that the petition be referred to the Superintendent of Municipal Works for report.

4. Correspondence :—(1) Letter No. 18 of July 18, 1925, from the Hon. the Colonial Secretary, relating to application from Messrs. Delmege, Forsyth & Co., Ltd., for the erection on their existing Kerosine Oil and Liquid Fuel premises at Kandy a petrol pump installation such as are in use all over Colombo.

Resolved that site plan showing road, &c., be called for.

(2) Letter No. 19 of August 4, 1925, from the Hon. the Colonial Secretary, sanctioning the proposal to exempt the area bounded on the north by Cross street, south by Ward street, east by Trincomalee street, and west by Brownrigg street, from the operation of rule 2 of the schedule to "The Housing and Town Improvement Ordinance, No. 19 of 1915," in respect of all classes of buildings on the ground of their high site value.—read.

(3) Letter No. 20 of August 7, 1925, from the Hon. the Colonial Secretary, relating to the use of public roads by motor lorries.—Read.

Resolved that the Superintendent of Works be called upon to report what roads are suitable for use by motor lorries.

Suggestion to deviate all lorry and bus traffic to Railway approach road to be considered.

(4) Letter No. 21 of August 7, 1925, from the Hon. the Colonial Secretary, sanctioning the lease to the Kandy Sports Club of a site on the Bogambra Recreation Grounds for building a pavilion.—read.

(5) Letter No. 205 of August 14, 1925, from the Chairman, Board of Improvement Commissioners, Kandy, requesting the Council to take over allotments of land vested in the Board for the construction of back lanes.

Resolved that the allotments be taken over.

5. Pursuant to notice Mr. Ismail moved—That the bridge over the lake spill be widened. Mr. Wijayatilleke seconded.

It was agreed to ask the Superintendent of Municipal Works for estimates for—(a) widening as proposed; (b) an alternative to place a foot bridge for foot passengers.

6. Pursuant to notice, Mr. Ismail moved—That the Superintendent of Works be requested to submit a report for the improvement of the footpath leading to the Wace park. Mr. Pieris seconded.

Resolved that the Superintendent of Municipal Works be asked to submit report and estimate for improvements.

7. Report of the Census of Vagrants taken in Kandy on May 29, 1925, with recommendations for dealing with them submitted by the Kandy Social Service League for consideration of Council.

Resolved that the matter be referred to a Special Committee consisting of Messrs. Pieris, Wijayatilleke, and Ismail.

8. Papers *re* arrangements for the accounting work of the Electricity Department.

Resolved that the proposals as approved by the Chairman on August 13, 1925, and circulated to the Members be adopted with effect from October 1, 1925.

9. To obtain a vote of Rs. 5,000 for scraping the water mains.

Resolved that a vote of Rs. 5,000 be allowed for the purpose.

10. Papers *re* trade in dry fish at premises No. 9-10B, Brownrigg street.

Resolved that the petitioners be allowed to remain if they agree to keep their boutiques closed the whole of Sunday.

11. Estimate of Rs. 900 for building a retaining wall along Lady Anderson's road.

Resolved that the estimate be passed.

12. To restore to office Dr. G. P. Hay, as provided for in section 30 of "The Municipal Councils Ordinance, 1910.

Mr. de Silva moved that Dr. G. P. Hay be restored to office. Mr. Wijayatilleke seconded.—Unanimously carried.

13. Recommendations of the Standing Committees :—

S. C. (A).

(1) That the draft by-laws relating to Residential and Commercial Areas be adopted.

S. C. (B).

(2) That the rents of stalls Nos. 22 and 23 of the Public Market be fixed at Rs. 27.50 and Rs. 20 per mensem, respectively.

S. C. (C).

(3) That the lease of Railway land for a Slaughter-house for pigs be renewed for 5 years at Rs. 5 per annum.

(4) That a rent of Rs. 5 per annum be recovered from the Kandy Sports Club as rent for site of new pavilion.

(5) That the Market Daily Renter be allowed to give property security in lieu of cash security as required under the present contract.

(6) That the motor car allowance to the Medical Officer of Health be raised to Rs. 1,200 per annum.

(7) That Nayekken, the Bogambra Recreation Grounds Watcher, be allowed a gratuity of Rs. 211.90 for 38 years' service.

(8) That the Revenue Inspector, Mr. Abeysinghe, be allowed to draw the increments to his salary from January, 1926.

(9) That a substitute be employed at Re. 1.50 per diem during the absence of the Supervisor of Conservancy on sick leave.

(10) That a sum of Rs. 22.50 due for 3 pairs of boots supplied to the Municipal Inspectors in 1922, be paid to the Durbar, Kandy.

S. C. (D).

(11) That water service pipes be allowed to 19½A, Lady MacCarthy's road—V. I. V. Gomis.

Resolved that the recommendations be adopted.

14. Plan and estimate of Rs. 211,500 for the construction of 45 model dwellings at Deiyannawela.

Resolved that the plan and estimate be adopted.

15. Papers *re* amendments to the Municipal Pension Rules.

Resolved that the proposed amendments necessary to bring the Municipal Pension Minute into line with the Government Pension Minute be adopted.

16. The Chairman's Administration Report for 1924.

Resolved that in terms of section 102 of "The Municipal Councils Ordinance, 1910," the Chairman's Administration Report for the year 1924, be submitted to His Excellency the Officer Administering the Government.

Confirmed this 19th day of September, 1925 :

W. L. KINDERSLEY,
Chairman, Municipal Council, Kandy.

A.—GENERAL REVENUE ACCOUNT.
Revenue Account for the Eight Months, January 1 to August 31, 1925.

EXPENDITURE.	Estimated for 1925.		Incurred from Jan. 1 to Aug. 31, 1925.		REVENUE.	Estimated for 1925.		Accrued from Jan. 1 to Aug. 31, 1925.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
1 Administrative, personal emoluments ..	65,680	13	43,715	46	1 Consolidated rate ..	198,000	0	99,559	25
1A Administrative, other charges ..	16,418	0	11,138	83	2 Taxes ..	28,255	0	34,302	65
2 Rice allowance to coolies ..	1,000	0	938	64	3 Tolls ..	27,085	0	3,450	0
3 Collectors ..	10,600	0	6,682	27	4 Licence fees and stamp duties—				
4 Infectious diseases, prevention ..	3,000	0	2,575	17	(a) Licence fees ..	4,300	0	3,790	50
5 Scavenging streets and removal of house and trade refuse ..	32,507	75	19,069	85	(b) Stamp duties ..	14,950	0	13,483	0
6 Conservancy of latrines ..	43,420	0	29,790	94	5 Slaughter-house fees ..	10,300	0	7,378	17
7 Minor sanitary services ..	2,745	0	1,504	64	6 Conservancy fees ..	30,650	0	22,523	83
8 Roads, buildings, parks, &c., maintenance ..	45,349	0	28,003	64	7 Rents ..	69,501	50	46,127	99
9 Public lighting ..	28,750	0	19,238	30	8 Judicial fines ..	4,000	0	6,618	9
10 Water services ..	11,600	0	8,476	89	9 Water service ..	10,550	0	11,406	81
11 Town improvements ..	7,000	0	4,885	27	10 Government grants ..	34,100	0	3,000	0
12 Markets ..	7,412	0	5,237	24	11 Education account ..	1,300	0	—	—
13 Slaughter-houses ..	4,280	0	1,451	14	12 Miscellaneous receipts ..	14,900	0	13,183	74
14 Cemetery ..	2,422	0	1,559	97					
15 Municipal Court ..	2,234	0	1,116	0					
16 Police ..	30,000	0	15,000	0					
17 Education ..	4,587	97	200	0					
18 Free Library ..	2,400	0	2,400	0					
19 Poor relief and public recreation ..	6,150	0	3,491	86					
20 Pensions ..	4,611	83	2,955	28					
21 Loan repayments and interest ..	54,978	16	11,530	75					
22 Miscellaneous services ..	9,130	0	4,575	33					
	396,275	84	225,537	47					
23 Capital expenditure (provided from revenue) ..	22,784	16	23,126	78					
	419,060	0	248,664	25					
Balance, being revenue in excess of expenditure ..	—	—	16,159	78					
			264,824	3		447,891	50	264,824	3

Kandy, September 18, 1925.

E. B. PERIS, Accountant.

Balance Sheet, August 31, 1925.

LIABILITIES.							
	Amount.		Total.		Amount.		Total.
	Rs.	c.	Rs. c.		Rs.	c.	Rs. c.
Loans outstanding:—				Free Library Members deposit account ..	423	0	
Government of Ceylon ..	105,402	98		Miscellaneous deposits ..	1,347	44	
Local loans Commissioners on December 31, 1924 ..	374,166	66		Municipal Court Fines Award account ..	515	75	
Less repayments in 1925 ..	5,000	0		Tools and stores lost account ..	430	0	
	369,166	66		Maternity and Child Welfare Committee ..	333	1	
Add Loans received in 1925 ..	75,000	0		Lettering vehicles ..	—	—	
	444,166	66	549,569 64	Times Book Club account ..	151	81	
Loans redeemed account on December 31, 1924 ..	327,230	36		Board of Improvement deposit account ..	967	0	
Redeemed in 1925 ..	5,000	0		Sale of stores ..	0	1	50,136 56
			332,230 36	Back lane scheme, contribution ..	—	—	10,375 39
Revenue contribution to capital outlay ..	—	—	543,356 38	Sinking fund:—			
Government contribution for capital services ..	—	—	99,078 34	Amount to credit invested as per contra ..	—	—	58,673 80
Donation from Mr. K. B. Warakulle for building an Ayurvedic Dispensary ..	—	—	2,000 0	Capital account balance ..	—	—	206,787 88
			1,526,234 72	Revenue account, balance from 1924 ..	166,951	72	
Sundry creditors:—				Add revenue in excess of expenditure from January 1 to August 31, 1925, as per revenue account ..	16,159	78	
Police bill account ..	15,000	0					183,111 50
Tradesmen ..	13,731	49					509,085 13
Outstanding wages ..	3,538	12					
Market stall rent securities ..	4,518	50					
Model tenement securities ..	932	0					
Sundry securities ..	6,785	88					
Free Library upkeep account ..	1,888	25					

	Expended to Dec. 31, 1924.		Expended During 1925.		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	—	—	37,469	98
Markets	77,442	91	—	—	77,442	91	—	—	77,442	91
Rice granaries and depôts	60,138	56	—	—	60,138	56	—	—	60,138	56
School buildings	10,156	51	—	—	10,156	51	—	—	10,156	51
Model dwellings	181,070	6	33,744	80	214,814	86	60,185	14	214,814	86
Ayurvedic Dispensary	—	—	—	—	—	—	2,000	0	—	—
Other Municipal buildings	59,771	91	—	—	59,771	91	—	—	59,771	91
Roads, pavements, &c.	107,607	13	—	—	107,607	13	—	—	107,607	13
Drainage	145,010	75	—	—	145,010	75	—	—	145,010	75
Public latrines	20,229	84	—	—	20,229	84	—	—	20,229	84
Carriage and rickshaw stands	371	78	—	—	371	78	—	—	371	78
Recreation grounds	30,374	26	—	—	30,374	26	—	—	30,374	26
Waterworks	293,486	88	—	—	293,486	88	—	—	293,486	88
Lands in the catchment area	103,000	0	—	—	103,000	0	—	—	103,000	0
Waterworks—new scheme	68,752	2	1,510	24	70,262	26	144,602	74	70,262	26
Preliminary investigations <i>re ditto</i>	2,499	8	—	—	2,499	8	—	—	2,499	8
Steam road roller	14,902	36	—	—	14,902	36	—	—	14,902	36
Conservancy hand carts	226	0	—	—	226	0	—	—	226	0
Deacon meters	8,289	42	—	—	8,289	42	—	—	8,289	42
Incinerator	679	1	—	—	679	1	—	—	679	1
Water supply to Peradeniya	62,713	34	—	—	62,713	34	—	—	62,713	34
	<u>1,284,191</u>	<u>80</u>	<u>35,255</u>	<u>4</u>	<u>1,319,446</u>	<u>84</u>	<u>206,787</u>	<u>88</u>		
Loan to Electricity Department	—	—	—	—	—	—	—	—	1,526,234	72
Investments held by trustees of Sinking Fund	—	—	—	—	—	—	—	—	211,878	12
Stocks and stores :—									58,673	80
Stores	—	—	—	—	—	—	7,144	4		
Rice	—	—	—	—	—	—	348	74		
Sundry debtors :—									7,492	78
Rates, taxes, &c.	—	—	—	—	—	—	30,939	70		
Cheques returned by Bank	—	—	—	—	—	—	71	12		
Advance of pay, &c.	—	—	—	—	—	—	1,282	51		
Education District Committee	—	—	—	—	—	—	440	15		
Board of Improvement	—	—	—	—	—	—	1,137	8		
Loan to the Superintendent of Works for purchase of a car	—	—	—	—	—	—	—	—	33,870	56
Cash :—									2,200	0
In Mercantile Bank fixed deposit	—	—	—	—	—	—	165,375	38		
do. current account	—	—	—	—	—	—	28,950	7		
Petty cash in hand of Shroff	—	—	—	—	—	—	594	42		
Petty cash in hand of Secretary, Maternity and Child Welfare Committee	—	—	—	—	—	—	50	0		
									<u>194,969</u>	<u>87</u>
									<u>509,085</u>	<u>13</u>

Kandy, September 18, 1925.

E. B. PEIRIS, Accountant.

B.—ELECTRICITY DEPARTMENT.

Revenue Account for the Five Months, January 1 to May 31, 1925.

EXPENDITURE.	Estimated for 1925.		Expended Jan. to May, 1925.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Generation of electricity :—						
Fuel	27,225	89	11,579	60		
Oil, waste, and engine room stores	5,997	50	2,794	10		
Salaries and wages at works	8,292	0	3,223	24		
Repairs and maintenance :—						
(a) Buildings	500	0	327	18		
(b) Engine, boilers, machinery, and plants	3,398	0	1,152	14		
Distribution of electricity :—					19,076	26
Salaries of outdoor staff	2,500	0	487	41		
Repairs and maintenance of meters, switches, and other apparatus	3,000	0	286	26		
Public lamps :—					773	67
Attendance and maintenance	6,000	0	3,249	18		
Works executed for customers :—					3,249	18
Labour	4,269	60	1,170	7		
Materials	7,230	40	5,599	90		
Management and general expenses :—					6,769	97
Salaries	15,226	0	6,658	45		
Rent of Engineer's bungalow	1,200	0	500	0		
Printing and stationery	750	0	356	37		
Audit fees	250	0	—	—		
Insurance	—	—	—	—		
Legal expenses	50	0	—	—		
Telephone	225	0	—	—		
Typewriter	350	0	350	0		
Sundry charges	750	0	144	80		
					8,009	62
Total amount of working expenses	87,214	39	—	—	37,878	70
Gross profit carried to nett revenue account	—	—	—	—	27,878	98
					<u>65,757</u>	<u>68</u>

B.—ELECTRICITY DEPARTMENT.

Revenue Account for the Six Months, January 1 to June 30, 1925

EXPENDITURE.	Estimated for 1925.		Expended Jan. to June 1925.		Totals	
	Rs.	c.	Rs.	c.	Rs.	c.
Generation of electricity :—						
Fuel	27,225	89	14,422	65		
Oil, waste, and engine room stores ..	5,997	50	3,456	53		
Salaries and wages at works	8,292	0	3,873	13		
Repairs and maintenance :—						
(a) Buildings	500	0	327	18		
(b) Engine, boilers, machinery, and plants ..	3,398	0	1,221	80		
					23,301	29
Distribution of electricity :—						
Salaries of outdoor staff	2,500	0	487	41		
Repairs and maintenance of meters, switches, and other apparatus	3,000	0	333	91		
					821	32
Public amps :—						
Attendance and maintenance	6,000	0	3,603	34		
					3,603	34
Works executed for customers :—						
Labour	4,269	60	1,371	8		
Materials	7,230	40	6,401	41		
					7,772	49
Management and general expenses :—						
Salaries	15,226	0	7,997	25		
Rent of Engineer's bungalow	1,200	0	500	0		
Printing and stationery	750	0	356	37		
Audit fees	250	0	—	—		
Insurance	—	—	—	—		
Legal expenses	50	0	—	—		
Telephone	225	0	—	—		
Typewriter	350	0	350	0		
Sundry charges	750	0	156	41		
					9,360	3
Total amount of working expenses	87,214	39	—	—	44,858	47
Gross profit carried to nett revenue account ..	—	—	—	—	31,535	72
					76,394	19

INCOME.	Estimated for 1925.		Realized Jan. to June, 1925.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Sale of electricity :—						
Private lighting	90,000	0	45,906	6		
Power of heating	—	—	—	—		
Public lighting	30,000	0	15,464	79		
Municipal Departments	475	0	394	35		
					61,765	20
Public lamps :—						
Attendance and maintenance	—	—	—	—		
Works executed for customers and goods sold :—						
From customers	15,000	0	12,849	99		
					12,849	99
Rent of meters :—						
Recoveries	3,600	0	1,722	50		
					1,722	50
Sundry revenue :—						
Miscellaneous receipts	250	0	56	50		
					56	50
					76,394	19

Kandy, September 18, 1925.

E. B. PEIRIS, Accountant.

Nett Revenue Account January 1 to June 30, 1925.

	Rs.	c.	Rs.	c.	Rs.	c.
Interest	—	—	6,950	64		
Nett profit, up to December 31, 1924	87,768	24			87,768	24
Nett profit, January to May, 1925	26,917	20				
Nett profit, June, 1925	2,848	20				
	29,765	40				
			117,533	64		
			124,124	28		
					124,124	28
Balance from 1924					87,768	24
Refund of Customs duty					4,820	32
Gross profit as per revenue account					31,535	72

Kandy, September 18, 1925.

E. B. PEIRIS, Accountant.

1st section, 1 mile.

Total acreage, 6,003½—Moiety of cost, Rs. 986·40—
Sectional rate, 16·4297—Total rate, 16·4297.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
D. M. Rajapakse	Deniyaya	609	100 6

1st and 2nd sections, 2 miles.

Total acreage, 5,394½—Moiety of cost, Rs. 986·40—
Sectional rate, 18·2844—Total rate, 31·7141.

D. K. Dias Appu (¼)	Kekunahena	80	6 95
W. A. Kovis Appu (¼)	do.	—	3 47
W. A. Sandiris (¼)	do.	—	6 94
K. D. S. Kulasuriya (¼)	do.	—	6 94
R. K. P. de Silva (¼)	do.	—	3 47
D. Asirvarthan	Tenipitiya	28	9 72

1st to 3rd section, 3 miles.

Total acreage, 5,286½—Moiety of cost, Rs. 986·40—
Sectional rate, 18·6580—Total rate, 53·3721.

D. M. Rajapakse	Downside	202	107 81
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1st and 4th section, 4 miles.

Total acreage, 5,084½—Moiety of cost, Rs. 986·40—
Sectional rate, 19·3992—Total rate, 72·7713.

Handford Estate Company, Ltd. (George Steuart & Co.)	Handford	765	556 70
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1st to 6th section, 6 miles.

Total acreage, 4,319½—Moiety of cost, Rs. 1,972·80—
Sectional rate, 45·6693—Total rate, 118·4406.

E. C. Anderson	Anningkanda	775	917 91
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1st to 7th section, 7 miles.

Total acreage, 3,544½—Moiety of cost, Rs. 986·40—
Sectional rate, 27·8271—Total rate, 146·2677.

W. A. Elias Appu	Marahena	95	138 95
W. Denoris Silva	Iluktenna	36	52 66
Do.	Puhulhenekanda	30	43 88

1st to 8th section, 8 miles.

Total acreage, 3,383½—Moiety of cost, Rs. 986·40—
Sectional rate, 29·1511—Total rate, 175·4188.

Lipton, Limited	Panilkanda	844	1,480 53
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1st to 10·1 section, 10·1 miles.

Total acreage, 2,539½—Moiety of cost, Rs. 2,071·45—
Sectional rate, 81·5612—Total rate, 256·98.

Haydella Tea and Rubber Company, Ltd., (Whittall & Co.)	Hayes	1,638½	4,211 26
Do.	Gongalla	574	1,475 7
E. C. Gunatilaka	Longford	257	660 44
M. S. Furlong	Dambahena	70	179 89

Total .. 9,962 65

Which sums the proprietors, managers, and agents of the several estates are hereby required to pay into the Colonial Treasury, on or before October 26, 1925.

Provincial Road Committee,
Galle, September 16, 1925.

T. B. RUSSELL,
Chairman.

Balangoda-Chetnole Branch Road.

REFERRING to the notice dated July 16, 1925, and published in the *Government Gazette* Nos. 7,475 and 7,476 of July 24 and 31, 1925, respectively, notice is hereby given that, under section 14 of "The Branch Roads Ordinance, No. 14 of 1896," the under-mentioned gentleman have been elected to form the Local Committee to perform the duties imposed upon such Committee by the said Ordinance in respect of the above road for two years, namely, from September 15, 1925, to September 15, 1927—

Messrs. George Brown (Chairman), B. N. Walmsley, W. H. Fitzpatrick, R. Hill, and N. Sinnatamby.

Provincial Road Committee, P. O. FERNANDO,
Ratnapura, September 15, 1925. for Chairman.

Polatagama-Halgolla (Poonagala Factory) Cart Road.

NOTICE is hereby given that the Governor, having declared by a Proclamation dated September 11, 1925, and published in the *Government Gazette* No. 1,748 of September 18, 1925, that the metalled cart road from Polatagama to Halgolla (Poonagala Factory), 5½ miles in length, in the District of Kegalla, Province of Sabaragamuwa, constructed and maintained by the Anglo-American Direct Tea Trading Company, Limited, shall, as for and after September 21, 1925, be treated as a road constructed under "The Estate Road Ordinance, No. 12 of 1902," the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 5 of the said Ordinance, will on Tuesday, October 20, 1925, at 2.30 P.M., at this office in Ratnapura, proceed to define the limits of the district, the estates in which will be assessed for improvement, upkeep, and repair of the said road: It is further notified that it is proposed to include the following among other estates in the district to be assessed; and it is hereby further notified that immediately after the limits of the district have been defined, a General Meeting of the proprietors or resident managers of the estates therein, will be held to elect a Local Committee to serve for two years, which shall consist of not less than two nor more than five members, to perform the duties imposed upon such Committee by the said Ordinance (under section 11, Chapter III). The General Meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less one-third of the acreage.

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

Proprietors or Agents.	Estates.	Total Acreage.
Yatiantota Ceylon Tea Company, Limited (Agents, Messrs. Whittall & Co.)	Polatagama	1,088
Do.	We-oya	1,511
Anglo-American Direct Tea Trading Company (Agents, Messrs. James Finlay & Co.)	Halgolla	2,632
	Total	5,231

Provincial Road Committee, G. L. DAVIDSON,
Ratnapura, September 22, 1925. for Chairman.

Chetnole-Rassagala Road.

NOTICE is hereby given that the Governor, having declared by a proclamation dated September 19, 1925, and published in the *Government Gazette* No. 7,486 of September 25, 1925, that the metalled cart road leading from the terminus of the Balangoda-Chetnole branch road, and terminating at the factory on Rassagala estate, 3½ miles in length, in the District of Ratnapura, Province of Sabaragamuwa, constructed and maintained by the Anglo-American Direct Tea Trading Company, Limited, shall, as from and after September 19, 1925, be treated as a road constructed under "The Estates Roads Ordinance, No. 12 of 1902," the Provincial Road Committee of the Province

of Sabaragamuwa, acting under the provisions of section 5 of the said Ordinance, will on Tuesday, October 20, 1925, at 2.30 P.M., at their office in Ratnapura, proceed to define the limits of the district, the estates in which will be assessed for improvements, upkeep, and repair of the said road. It is further notified that it is proposed to include the following among other estates in the district to be assessed; and it is hereby further notified that immediately after the limits of the district have been defined, a General Meeting of the proprietors or resident managers of the estates therein will be held to elect a Local Committee to serve for two years, which shall consist of not less than two nor more than five members to perform the duties imposed upon such Committee by the said Ordinance (under section 11, Chapter III). The General Meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

Proprietors or Agents.	Estates.	Acreage.
The Anglo-American Direct Tea Trading Company, Limited (Agents)		
Messrs. James Finlay & Co., Colombo)	..	Meddekanda 1,080
Do.	..	Rassagala .. 2,428
Mr. P. L. Palawasan Pillay of Balan-goda	..	Selvawatta... 96
		Total .. 3,604

Provincial Road Committee,
Ratnapura, September 28, 1925.

T. A. HODSON,
Chairman.

LOCAL BOARD NOTICES.

Cancellation of Appointment of Assessors.

IT is hereby notified that the notification dated September 10, 1925, published in *Government Gazette* No. 7,485 dated September 18, 1925, so far as it refers to the appointment of Messrs. E. V. Mendis, G. Vitharana, and E. Abdul Rahiman, as Assessors for the Local Board town of Gampola, is hereby cancelled.

W. L. KINDERSLEY,
Government Agent.

The Kachcheri,
Kandy, September 23, 1925.

Appointment of Assessors.

BY virtue of powers vested in me under section 5 of Ordinance No. 7 of 1866, as amended by Ordinance No. 19 of 1921, I have appointed the persons named below to be the Assessors for the Local Board town of Nawalapitiya for the year 1926.

E. V. Mendis.
G. Vitharana.
K. Abdul Rahiman.

W. L. KINDERSLEY,
Government Agent.

The Kachcheri,
Kandy, September 23, 1925.

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

Notice regarding Local Option of Arrack Tavern at Vidattaltivu, 1926-1927.

IT is hereby notified for public information that the Assistant Government Agent of the Mannar District, in exercise of the powers vested in him by rule 2 of the rules specified in Excise Notification No. 146 of August 14, 1925, in respect of the Arrack Tavern at Vidattaltivu, has appointed the under-mentioned date and place for recording

votes for the purpose of ascertaining whether 60 per cent. of the road tax-paying inhabitants of the area are opposed to the existence of the arrack tavern within such area.

October 30, 1925: From 8 A.M. to 7 P.M. in the Government School building at Vidattaltivu.

The area served is Vidattaltivu and Pallamadu.

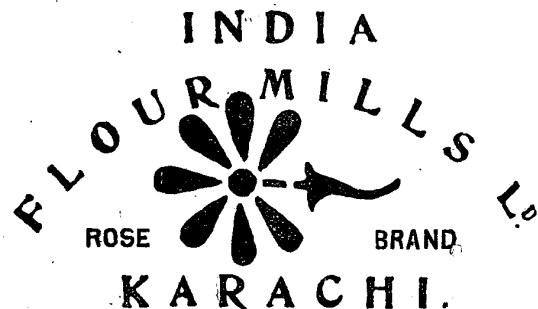
The Kachcheri, C. L. WICKREMESINGHE,
Mannar, September 29, 1925. Assistant Government Agent.

TRADE MARKS NOTICES.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,402.
- (2) Date of Receipt: May 21, 1925.
- (3) Applicant (Proprietor of the Trade Mark): INDIA FLOUR MILLS, LIMITED (a Company duly incorporated according to the laws of India), Karachi, India; Mill agents, exporters, commission agents, and dealers in grain and seeds.
- (4) Address for service in the Island: M. Papatlal & Co., No. 77, St. John's road, Colombo.
- (5) Class: Forty-two.
- (6) Goods: Flour, sooji, rawa, atta, pollard, and bran, being substances used as food).

(7) Representation of the Trade Mark:



The essential particulars of the Trade Mark are the device of a flower and the word "ROSE," and no claim is made to the exclusive use of the added matter except in so far as it consists of the applicant's name and address.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, September 16, 1925. Registrar-General.

In compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,411.
- (2) Date of Receipt: May 28, 1925.
- (3) Applicant (Proprietor of the Trade Mark): ESSEX MOTORS (a Corporation organized under the laws of the State of Michigan, United States of America), City of Detroit, County of Wayne, State of Michigan, United States of America; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, No. 2, Prince street, Fort, Colombo.
- (5) Class: Twenty-two.
- (6) Goods: Gasolene passenger automobiles.
- (7) Representation of the Trade Mark:



The essential particular of the Trade Mark is the word "ESSEX" within a hexagonal device, and no claim is made to the exclusive use of the word "MOTORS," except when used in combination with the device as shown.

Registrar-General's Office,
Colombo, September 30, 1925.

A. W. SEYMOUR,
Registrar-General.

In compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,454.
- (2) Date of Receipt: September 8, 1925.
- (3) Applicant (Proprietor of the Trade Mark): AIYAN CANNU ARUMUGAM PERUMAL NADAR, No. 84 Maliban street, Pettah, Colombo; Dealer in tobacco.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-five.
- (6) Goods: Tobacco.
- (7) Representation of the Trade Mark:



The essential particular of the Trade Mark is the distinctive device, and no claim is made to the exclusive use of the added matter except in so far as it consists of the applicant's name.

Registrar-General's Office,
Colombo, September 23, 1925.

A. W. SEYMOUR,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

(Continued from page 2300.)

CODE FOR ASSISTED ENGLISH SCHOOLS.

THE following amendments to the Code of Regulations for Assisted English Schools, which have been approved by the Board of Education, and confirmed by His Excellency the Officer Administering the Government in Executive Council, are hereby published in accordance with section 10 (3) of Ordinance No. 1 of 1920.

Colonial Secretary's Office,
Colombo, October 1, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

AMENDMENTS REFERRED TO.

Payment of Grants.

Substitute the following regulations for those relating to the payment of grants in the Code for Assisted English Schools:—

Grants.

1. The object of the grant is to aid local exertion—
 - (a) In promoting education;
 - (b) In maintaining schools; and
 - (c) In training teachers.

Grants cannot be claimed for any new school, irrespective of the circumstances of the case and the limits of the sum placed at the disposal of the Director by the Legislative Council. Should a grant be refused, the reason of its refusal will be communicated to the applicants.

2. The grant paid to any school is the difference between the Manager's contribution towards the salaries of an adequate staff as defined below and the salaries of this staff paid according to the approved scale.

3. *Staff eligible for Grant.*—English schools which have an average attendance of not more than 150 eligible pupils for the last school year will be allowed to count one teacher for every 12 units of average attendance, and the maximum staff eligible for grant will be ten teachers.

Where the average attendance is more than 150 eligible pupils, the allowance will be one teacher for every 15 units.

Note (1).—In English schools which have a course of Vernacular Literature up to the Cambridge Senior or London Matriculation standard, an additional teacher will be eligible for grant.

Note (2).—Where there are part-time teachers, special arrangements should be made with the Department.

Note (3).—In calculating the number of teachers eligible for grant fractions will not be counted.

Note (4).—To find the number of units of average attendance the total number of attendances of eligible pupils is divided by the total number of sessions held in the year.

4. The Manager's contribution is according to the tables appearing in the annual returns for Assisted schools.

5. When the salary of a teacher is on an incremental scale, the teacher is not entitled to draw any increments as of right. Increments should be given only to those teachers whose recommendations from their Managers are endorsed by the Inspectors. New appointments and transfers should not be eligible for increment unless the teacher has been employed in the school for six months or over before the beginning of the school year, except where a transfer is made at the end of a school year when the late Manager's recommendation can be considered or where a transfer is made between schools under the same management.

6. If the work of a teacher is found to be unsatisfactory his or her increment may be stopped. When the condition of a school as a whole is found to be unsatisfactory the Government contribution towards the salary cost may be reduced.

7. Before a grant is paid to a school the annual returns required by the Department must be furnished.

8. Before a grant is paid to a school the Director must be satisfied that the salaries of the teachers as shown in the returns have been paid.

9. In the event of a salary receipt being falsified the Manager submitting such a receipt will be removed from the List of Managers and will be liable to prosecution under the Penal Code. The Government contribution towards the salary of any teacher in respect of whom a false salary receipt is presented may be withheld.

10. In calculating the units of average attendance, the attendances of the following pupils, described as ineligible, will not be counted :—

(a) Pupils who during the whole school year have been under five or over eighteen years of age.

(b) Pupils in the Infant Department who during the whole school year have been over eight years of age.

(c) Sinhalese or Tamil pupils in the Upper School who have not passed the required examination in the Vernacular and who are not being presented for it.

(d) Pupils attending any course not approved by the Department.

(e) Girls taught in a school registered as a boys' school and boys over nine years of age taught in a school registered as a girls' school.

(f) Pupils who have passed the E. S. L. C. Examination and are not attending a special course approved by the Department.

(g) Pupils who have been promoted by the school authorities to classes for which they are found to be unfit.

(h) Pupils for whom there is insufficient accommodation in the school.

11. When the Director is satisfied that by reason of an epidemic being prevalent in the locality, or by reason of the exclusion under medical advice of children from infected houses, the average attendance has seriously diminished, and consequently a loss of annual grant will be incurred, the Director has power to make a special grant calculated on the previous year's grant, with a proportionate increase or decrease according to the increase or decrease of the average number on the list.

12. The Director shall have a discretionary power to augment the grant in schools where the conditions may necessitate exceptional treatment.

13. The total income of a school must be devoted exclusively to educational purposes.

14. With the exception of the grants referred to in clauses 54 and 57 of the Code all other special or additional grants are hereby cancelled.

THE following resolution passed by the Legislative Council, in pursuance of section 3 (b) of Ordinance No. 19 of 1915, at a meeting held on October 1, 1925, is published for general information :—

That from and after October 2, 1925, "The Housing and Town Improvement Ordinance, No. 19 of 1915," shall be in force and apply to the area lying within the following boundaries, and situated at Madurankuliya in Puttalam pattu south of the Puttalam District of the North-Western Province :—

North : From a point 2 chains to the north of the bridge over the Puttalam Canal on the Madurankuli Resthouse road and 2,610 feet west of the western boundary of the railway land a line drawn eastward parallel to the Madurankuli Resthouse road at a distance of 2 chains from its northern edge to a point 2 chains west of the railway line and then northward parallel to the said railway line to a point west of Culvert No. 169 on the Chilaw-Puttalam Public Works Department road and then eastward across the railway and through Culvert No. 169 to a point 2 chains to the east of the eastern boundary of the Chilaw-Puttalam Public Works Department road.

East : From the last mentioned point a line drawn southward parallel to the Chilaw-Puttalam Public Works Department road to a point east of Culvert No. 166 on the same road.

South : From the last mentioned point a line drawn westward through Culvert No. 166 and across the railway to a point 2 chains west of the railway line.

West : From the last mentioned point a line drawn northward parallel to the western boundary of the railway land to a point 2 chains to the south of the southern boundary of the Madurankuli Resthouse road and then westward parallel to the said road to a point 2,610 feet west of the railway line and finally northward across the bridge over the Puttalam Canal on the Madurankuli Resthouse road to the starting point of the northern boundary.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, October 2, 1925.

THE following resolution passed by the Legislative Council, in pursuance of section 3 (b) of Ordinance No. 19 of 1915, at a meeting held on October 1, 1925, is published for general information :—

That from and after October 2, 1925, "The Housing and Town Improvement Ordinance, No. 19 of 1915," shall be in force and apply to the area lying within the following boundaries, and situated at Bangadeniya in Munnessaram pattu north of Pitigal korale north of the Chilaw District of the North-Western Province :—

- North : From a point to the north of the level crossing a line drawn north-eastward parallel to the Chilaw-Puttalam Public Works Department road at a distance of 2 chains from its northern boundary to a distance of 100 yards from where the eastern boundary of the railway line cuts the road and then south-eastward across the road to a distance of 2 chains from the eastern boundary of the road.
- East : From the last mentioned point a line drawn south-westward parallel to the road to a point 2 chains east of the place where the eastern boundary of the railway line cuts the road and then southward parallel to the eastern boundary of the railway line at a distance of 2 chains from the said boundary until it meets a point due east of Culvert No. 91 on the Chilaw-Puttalam Public Works Department road.
- South : From the last mentioned point a line drawn due west across the railway and Culvert No. 91 to a point 2 chains west of the western boundary of the Chilaw-Puttalam Public Works Department road and then northward parallel to the road to a point 2 chains to the south of the southern boundary of the Karukkupone road and then westward parallel to the latter road to a point 100 yards west of the western boundary of the Chilaw-Puttalam Public Works Department road.
- West : From the last mentioned point a line drawn northward parallel to the Chilaw-Puttalam Public Works Department road to a point 2 chains to the north of the northern boundary of the Karukkupone road thence eastward parallel to the same road and then north-eastward parallel to the Chilaw-Puttalam Public Works Department road at a distance of 2 chains from its western boundary until it meets the starting point of the northern boundary.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, October 2, 1925.

E. B. ALEXANDER,
Acting Colonial Secretary.

THE following resolution passed by the Legislative Council, in pursuance of section 3 (b) of Ordinance No. 19 of 1915, at a meeting held on October 1, 1925, is published for general information :—

That from and after October 2, 1925, "The Housing and Town Improvement Ordinance, No. 19 of 1915," shall be in force and apply to the area lying within the following boundaries, and situated at Mundel in Puttalam pattu south of the Puttalam District of the North-Western Province :—

- North : From a point 2 chains to the west of the railway line a straight line drawn eastward across the railway and through Culvert No. 133 on the Chilaw-Puttalam Public Works Department road to a point 2 chains to the east of the said road.
- East : From the last mentioned point a line drawn southward parallel to the said road to a point due east of Culvert No. 131 on the same road.
- South : From the last mentioned point a line drawn westward through Culvert No. 131 and across the railway to a point 2 chains to the west of the railway line.
- West : From the last mentioned point a line drawn northward parallel to the said railway line to a point 2 chains to the south of the southern boundary of St. James Church road and then westward parallel to the said road to a distance of 730 feet from the Chilaw-Puttalam Public Works Department road and then northward across St. James Church road parallel to the railway line to a distance of 2 chains to the north of the northern boundary of St. James Church road and eastward parallel to the same road to a point 2 chains to the west of the railway line and finally northward parallel to the said railway line to the starting point of the northern boundary.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, October 2, 1925.

E. B. ALEXANDER,
Acting Colonial Secretary.

THE following resolution passed by the Legislative Council, in pursuance of section 3 (b) of Ordinance No. 19 of 1915, at a meeting held on October 1, 1925, is published for general information :—

That from and after October 2, 1925, "The Housing and Town Improvement Ordinance, No. 19 of 1915," shall be in force and apply to the area lying within the following boundaries, and situated at Palavi in the Puttalam pattu of the Puttalam District of the North-Western Province :—

- North : From a point 2 chains to the west of the railway line a straight line drawn eastward across the railway and through Culvert No. 188 on the Chilaw-Puttalam Public Works Department road to a point 2 chains to the east of the eastern edge of the said road.
- East : From the last mentioned point a line drawn southward parallel to the said road to a point 2 chains north of the northern edge of the Service road, then eastward parallel to it to a distance of 100 yards from the Chilaw-Puttalam Public Works Department road, then southward across the Service road parallel to the main road to a point 2 chains to the south of the southern boundary of the Service road, and then westward parallel to the said road to a point 2 chains to the east of the eastern boundary of the Chilaw-Puttalam Public Works Department road and then southward parallel to the same road to a point due east of Culvert No. 186 on the same road.

South : From the last mentioned point a line drawn westward through Culvert No. 186 and across the railway to a point 2 chains to the west of the railway line, thence northward parallel to the said railway line to a point 2 chains to the south of the southern boundary of the Kalpitiya road, and then westward parallel to the said road to a point 1,392 feet to the west of the centre line of the railway.

West : From the last mentioned point a line drawn northward across the Kalpitiya road and parallel to the railway to a point 2 chains to the north of the northern boundary of the Kalpitiya road, then eastward parallel to the said road to a point 2 chains to the west of the railway line, and then northward parallel to the railway line to the starting point of the northern boundary.

Colonial Secretary's Office,
Colombo, October 2, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

THE following resolution passed by the Legislative Council, in pursuance of section 3 (b) of Ordinance No. 19 of 1915, at a meeting held on October 1, 1925, is published for general information :—

That from and after October 2, 1925, "The Housing and Town Improvement Ordinance, No. 19 of 1915," shall be in force and apply to the area lying within the following boundaries, and situated at Battulu-oya in Anaivilundan pattu north of Pitigal korale north of the Chilaw District of the North-Western Province :—

North : By Battulu-oya.

East : By a line drawn from Battulu-oya southwards parallel to the Chilaw-Puttalam Public Works Department road at a distance of 2 chains from its eastern edge to a point 2 chains east of Culvert No. 118 on the above road.

South : From the above point a line drawn westward through Culvert No. 118 and across the railway line to a point 2 chains to the west of the railway line.

West : From the last mentioned point a line drawn northward parallel to the railway line at a distance of 2 chains to the west of the said railway line to a point 2 chains to the south of the southern boundary of the Pinkattiya-Udappuwa road, thence westward parallel to the said road to a distance of 100 yards from the railway line and then northward parallel to the railway line across the Pinkattiya-Udappuwa road to a point 2 chains to the north of the northern boundary of the Pinkattiya-Udappuwa road. Thence eastward parallel to the said road to a point 2 chains west of the railway line and finally northward parallel to the said railway line as far as Battulu-oya.

Colonial Secretary's Office,
Colombo, October 2, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

IT is hereby notified that, under section 11 (a) of Ordinance No. 17 of 1869, the Legislative Council did, at its Session on October 1, 1925, pass the following resolution, and that the resolution has been duly sanctioned by His Excellency the Officer Administering the Government :—

That on and after October 3, 1925—

(i.) In the Table of Import Duties in Schedule B in the item relating to Explosives, the following words shall be deleted :—

Dynamite, fuse, detonators.

(ii.) In the Table of Exemptions from payment of Import Duties in Schedule B of the Customs Ordinance the following item shall be added after the item relating to "Earth and sand" :—

Explosives as follows :—

Blasting gelatine, gelignite, dynamite, blasting gunpowder, fuse, and detonators.

It is further notified that the said resolution has been duly submitted to and sanctioned by the Secretary of State for the Colonies as required by section 11 (b) of the said Ordinance.

Colonial Secretary's Office,
Colombo, October 2, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

IT is hereby notified that, under section 11 (a) of Ordinance No. 17 of 1869, the Legislative Council did, at its Session on October 1, 1925, pass the following resolution, and that the resolution has been duly sanctioned by His Excellency the Officer Administering the Government :—

That on and after October 3, 1925, in the Table of Export Duties in Schedule B to Ordinance No. 17 of 1869, the item marked—

	Rs.	c.
Plumbago, for every Rs. 100 of the value thereof	.. ad val.	.. 3 0
shall be deleted.		

It is further notified that the said resolution has been duly submitted to and sanctioned by the Secretary of State for the Colonies as required by section 11 (b) of the said Ordinance.

Colonial Secretary's Office,
Colombo, October 2, 1925.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.