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THE CEYLON GOVERNMENT GAZETTE

No. 7,624 — FRIDAY, JANUARY 13, 1928.

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PART I.—GENERAL.

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

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NEW LAW REPORTS.—Part II. of Vol. XXIX. issued to-day.

COLOMBO:
H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

K 1229/27

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by a resolution passed by the Legislative Council of Ceylon on December 9, 1927, a toll was established in respect of the ferry across the Kukul-ganga at Yakgahapitiyewela, in Kukulegama village in the Meda pattu of Kukul korale, in the District of Ratnapura of the Province of Sabaragamuwa:

And whereas it is expedient to appoint the rates at which the said toll shall be levied:

Now know Ye that We, the Governor of Ceylon, in exercise of the powers in Us vested by section 4 of the above-named Ordinance, do hereby appoint that the said toll so established in respect of the said ferry at Yakgahapitiyewela, in the District of Ratnapura of the Province of Sabaragamuwa, shall be levied at the rates set out in the schedule hereto.

Colombo, January 11, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Tolls to be levied at Ferries.

		Rs.	c.
Every vehicle for passengers drawn by one horse, driver and passengers included	{	with two wheels	0 50
	}	with four wheels	0 60
Every vehicle for passengers drawn by two horses, driver and passengers included			0 60
Every additional horse used in drawing such vehicle and attached thereto			0 10
Every vehicle for passengers drawn by one ox, driver and passengers included			0 30
Every additional ox attached thereto			0 10
Every horse carrying a load, or not carrying a load, with or without a rider			0 20
Every ox carrying a load			0 10
Every vehicle carrying a load, and drawn by one horse or ox			0 30
Every vehicle carrying a load, and drawn by two horses or oxen			0 50
Every additional horse or ox attached thereto			0 10
Every vehicle not carrying a load, and drawn by one horse or ox			0 10
Every vehicle not carrying a load, and drawn by two horses or oxen			0 15
Every additional horse or ox attached thereto			0 10
Every vehicle carrying a load, and drawn by two elephants			1 0
Every vehicle not carrying a load, and drawn by two elephants			0 50
Every vehicle carrying a load, and drawn by one elephant			0 70
Every vehicle not carrying a load, and drawn by one elephant			0 30
Every elephant carrying a load, not being his food			0 30
Every elephant not carrying a load			0 20
Every bicycle, tricycle, or jinricksha			0 10
Every ox, cow, calf, sheep, goat, or pig			0 1
Every leaguer or cask not carried in a vehicle or by a man, but rolled along the road			0 10
Every wheeled vehicle not enumerated above			0 40
Every foot passenger crossing any ferry or foot-bridge, except children under twelve years of age and keepers and leaf-cutters attending elephants, horses, and cattle			0 2
Every motor car			0 60
Every motor cycle			0 20
Every mechanical tractor with trailer			1 25
	{	loaded	1 25
	}	unloaded	0 25
Every lorry propelled by steam or other mechanical means			1 25
	{	loaded	1 25
	}	unloaded	0 25

K 1229/27

Resolution passed by the Legislative Council of Ceylon under the Provisions of Section 9 of the Toll Ordinance, No. 3 of 1896.

THAT from and after December 9, 1927, a ferry toll be established at the ferry across the Kukul-ganga at Yakgahapitiyewela, in Kukulegama village, in the Meda pattu of Kukul korale of the Ratnapura District, Province of Sabaragamuwa.

Colonial Secretary's Office,
Colombo, January 11, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

K 1229/27

Notification of Resolution of His Excellency the Governor in Council under Section 10 of the Toll Ordinance, No. 3 of 1896.

It is hereby notified that His Excellency the Governor, acting with the advice of the Executive Council and under the provisions of section 10 of the above-named Ordinance, has resolved that the toll established by resolution of the Legislative Council dated December 9, 1927, in respect of the ferry across the Kukul-ganga at Yakgahapitiyewela, in the District of Ratnapura, Province of Sabaragamuwa, shall be collected at Yakgahapitiyewela on the western bank of the river.

Colonial Secretary's Office,
Colombo, January 11, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

BY HIS EXCELLENCY THE GOVERNOR.

L 1162/27

A PROCLAMATION.

H. J. STANLEY.

K NOW Ye that We, the Governor, in the exercise of the powers vested in Us by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Pallegampaha, Palispattuwa West and Palispattuwa East korales, in Pata Dumbara of the Kandy District, in the Central Province, from and after the date hereof.

Colombo, January 13, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Katukendegolla *alias* Pitakanda, situated in the village of Pallegama, in Pallegampaha korale of Pata Dumbara division of the Kandy District of the Central Province, containing in extent 49 acres 1 rood and 22 perches, exclusive of Katukendagolle-oya passing through the land, and shown as lots 2 and 3 in preliminary plan No. 7,588; and bounded as follows: on the north by St. Johnswood estate claimed by Mr. Frank Wright and others (title plan No. 111,079), and St. Johnswood estate (lot 1 in preliminary plan No. 7,588); on the east by Soranawili estate claimed by Mr. Beling (title plan No. 110,437); on the south by road to Naranpanawa and Katukendegolla *alias* Pitakanda (lots 4 and 6 in preliminary plan No. 7,588); and on the west by St. Johnswood estate claimed by Mr. Frank Wright and others (title plan No. 111,079) and Katukendagolle-oya.

BY HIS EXCELLENCY THE GOVERNOR.

L 1162/27

A PROCLAMATION.

H. J. STANLEY.

K NOW Ye that We, the Governor, in the exercise of the powers vested in Us by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Udapalata East and Pallepatala korales in Tumpane of the Kandy District, in the Central Province, from and after the date hereof.

Colombo, January 13, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Kudugalamukalana, situated in the village of Mawatagama, in Pallepatala korale of Tumpane division of the Kandy District of the Central Province; containing in extent 24 acres 1 rood and 2 perches, and shown as lot 1461 in preliminary plan No. 6,382; and bounded as follows: on the north by the village limits of Polwatta; on the east by the village limits of Polwatta, Gansabhawa road, and lot M 41 in preliminary plan No. 6,382; on the south by lots M 41, O 41, R 41A, and R 41 in preliminary plan No. 6,382; and on the west by lots R 41 and 1461A in preliminary plan No. 6,382.

BY HIS EXCELLENCY THE GOVERNOR.

L 1213/27

A PROCLAMATION.

H. J. STANLEY.

K NOW Ye that We, the Governor of Ceylon, in exercise of the powers in Us vested by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Urapotta, Morawila, and Labuyaya in Kinyama korale of Katugampola hatpattu, Kurunegala District, North-Western Province.

Colombo, January 13, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Iyanperuma-Agarekele, situate in the village of Urapotta in Kinyama korale, Katugampola hatpattu, Kurunegala District, North-Western Province, containing in extent 16 acres 1 rood and 6 perches, and shown as lot 18f in final village plan No. 1,424; and bounded as follows: on the north by lots 18f2, 18f1, and 18c in final village plan No. 1,424; on the east by lots 18g and 20 in final village plan No. 1,424; on the south by the Maha-ela; and on the west by the Gansabhawa road.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 6 of 1928.

MR. W. A. DE SILVA, having been selected by the SECRETARY OF STATE FOR THE COLONIES for appointment as a Cadet in the Civil Service of this Colony, HIS EXCELLENCY THE GOVERNOR has been pleased to order that he be attached to the Kegalla Kachcheri, as from January 10, 1928, until further orders.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 9, 1928. Colonial Secretary.

No. 7 of 1928.

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

Mr. L. G. POULIER to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, from January 13 to 17, 1928, inclusive, during the absence of Mr. V. P. REDLICH, or until the resumption of duties by that officer.

Mr. B. L. DRIEBERG to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Avissawella, from January 2, 1928, until further orders.

Mr. WILMOT PERERA to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Negombo, and Assistant Superintendent of Prison at Negombo, during the absence of Mr. S. C. SANSONI, on January 7 and 8, 1928, or until the resumption of duties by that officer.

Mr. C. F. INGLEADOW to be, in addition to his own duties, Additional District Judge, Badulla, on January 16, 1928.

Mr. M. H. JAYETILLEKE to act as Commissioner of Requests and Police Magistrate, Panadure, during the absence of Mr. S. P. WICKRAMASINHA, on January 14, 1928, or until the resumption of duties by that officer.

Mr. E. G. JONKLAAS to act as Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, from January 13 to 16, 1928, inclusive, during the absence of Mr. G. L. DAVIDSON, or until the resumption of duties by that officer.

Mr. C. L. WICKREMASINGHE to act as Commissioner of Requests and Police Magistrate, Galle; Additional District Judge, Galle; and Municipal Magistrate, Galle, on January 9, 1928, during the absence of Mr. C. E. DE PINTO, or until the resumption of duties by that officer.

Mr. N. DE ALWIS to act as Commissioner of Requests and Police Magistrate, Balapitiya, during the absence of Mr. E. W. KANNANGARA, on January 14 and 15, 1928, or until further orders.

Mr. F. MARKUS to act as Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. W. O. STEVENS, from January 12 to 15, 1928, inclusive, or until further orders.

Mr. J. A. COREA to act as Commissioner of Requests and Police Magistrate, Chilaw, during the absence of Mr. J. N. ARUMUGAM, on January 14 and 15, 1928, or until the resumption of duties by that officer.

Mr. AELIAN PEREIRA to be Additional Police Magistrate, Colombo, on January 7, 1928.

Mr. M. H. JAYETILLEKE to be Additional Police Magistrate, Panadure, on January 16, 1928.

Mr. M. A. PERERA to act as Police Magistrate and Municipal Magistrate, Kandy, from January 13 to 15, 1928, inclusive, during the absence of Mr. E. H. LUCETTE, or until the resumption of duties by that officer.

Mr. N. DE ALWIS to be Additional Police Magistrate, Balapitiya, on January 18, 1928.

Mr. W. G. CAGBY to act as Superintendent, Mahara Prison, from January 15, 1928, until further orders.

Mr. R. J. WEERASINGHE to be, in addition to his own duties, Assistant Superintendent of the Prisons at Kurunegala, during the absence of Mr. B. LANGRAM, from January 11 to 15, 1928, inclusive.

Mr. H. G. HABGOOD to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Badulla-Haldummulla, in the Province of Uva, during the absence of Mr. H. J. D. STOKES from the Island.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 12, 1928. Colonial Secretary.

No. 8 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 3 of Ordinance No. 10 of 1924, to appoint Mr. J. A. MACKELVIE to be a Sub-Inspector under the Plant Protection Ordinance, No. 10 of 1924.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 10, 1928. Colonial Secretary.

No. 9 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Lieutenant WILLIAM McCULLOCH of his Commission in the Ceylon Supply and Transport Corps, with effect from December 20, 1927.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 5, 1928. Colonial Secretary.

No. 10 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to post Honorary Lieutenant HAROLD PERCY JANSZ to the Ceylon Cadet Battalion Reserve, with effect from January 5, 1928.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 11, 1928. Colonial Secretary.

No. 11 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to recognize Mr. MASON TURNER as Consul de Carriere at Colombo of the United States of America.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 10, 1928. Colonial Secretary.

No. 12 of 1928.

IT is hereby notified that Mr. A. G. FOMBERTAUX, having returned to the Island, resumed duties as Consul of Italy at Colombo, as from December 15, 1927.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 4, 1928. Colonial Secretary.

No. 13 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the proviso to section 23 of Ordinance No. 10 of 1861, to appoint the under-mentioned gentlemen to be Additional Members of the District Road Committee, Kandy, for the years 1928, 1929, and 1930 :—

The Hon. Mr. P. B. RAMBUKWELLE.
Mr. MARTIN M. SMITH.
Mr. GORDON PYPER.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 11, 1928. Colonial Secretary.

No. 14 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 13 of Ordinance No. 10 of 1861, to appoint the under-mentioned gentlemen to be Members of the Provincial Road Committee, Southern Province, for the year 1928 :—

The Hon. Mr. C. W. W. KANNANGARA.
Mr. G. ROSS BELL.
Mr. CHARLES NORTHWAY.
Mr. R. A. H. DE VOS.
Mr. A. DIAS ABEYESINGHE.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 12, 1928. Colonial Secretary.

No. 15 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 13 of Ordinance No. 10 of 1861, to appoint the under-mentioned gentlemen to be Members of the Provincial Road Committee, Eastern Province, for the year 1928 :—

The Hon. Mr. E. R. TAMBIMUTTU.
Mr. J. R. C. BACKHOUSE.
Mr. M. CHINNAIYAH.
Mr. C. MUTTYAH.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 12, 1928. Colonial Secretary.

No. 16 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 13 of Ordinance No. 10 of 1861, to appoint the under-mentioned gentlemen to be Members of the Provincial Road Committee, Northern Province, for the year 1928 :—

Hon. Mr. A. CANAGARATNAM.
Mr. J. CHERUBIM.
Mr. M. S. RAMALINGAM.
Mr. S. SUPPIRAMANIAM.
Mr. J. V. CHELLIAH.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 11, 1928. Colonial Secretary.

No. 17 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 (2) of Ordinance No. 2 of 1924, to reappoint the under-mentioned gentlemen to be Unofficial Members of the Board of Improvement, Nuwara Eliya :—

Lieut.-Colonel F. G. SAUNDER.
Mr. M. S. MILNE.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 10, 1928. Colonial Secretary.

No. 18 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 11 (2) of Ordinance No. 11 of 1920, to nominate Mr. A. H. NATHANIELSZ, Provincial Engineer, and Mr. T. WALLOPPILLAI to be Members of the Ratnapura Urban District Council.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 11, 1928. Colonial Secretary.

No. 19 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. GALKADAGEDERA KUMARAWANNI ARACOLLAGE APPUHAMY, Korala of Wegam pattu, to be an Inquirer for Wellassa division, *vice* Mr. W. TALDENA, transferred.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 7, 1928. Colonial Secretary.

No. 20 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. CHANDRASEKARA EKANAYAKA WASALA MUDIYANSERALARAHAMILLAGE SAMUEL BANDARA DELWITA to be an Inquirer for Mawata pattu, Paranakuru korale, Kegalla District, *vice* Mr. M. S. SAMSUDEEN, resigned.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 9, 1928. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

THE following appointment made under the proviso to section 2 (3) of Ordinance No. 23 of 1927, is hereby notified:—

Mr. FRANCIS COLLETTE FERNANDO to act as Registrar of Lands, Kegalla, for fourteen days from January 6, 1928, during the absence of the Registrar, Mr. T. DE V. GUNAWARDANA, on leave.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 6, 1928. Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed DON PODISINGHO EKANAYAKE to act as Registrar of Births and Deaths of Mabodale division, and of Marriages (General) of Dasiya pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for fifteen days from December 17, 1927, during the absence of the Registrar, DAMUNUPOLA APPUHAMILAGE ARIYAPALA JAYAWARDANA, on sick leave. His office will be at Kosgahawatta in Watinapaha.

The Additional Assistant Provincial Registrar, Colombo, has appointed WALTER MARTINUS DE ALWIS to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, on December 22 and 23, 1927, during the absence of the Registrar, RICHARD HERBERT DE ALWIS, on leave. His office will be at the Kachcheri, Colombo.

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. LEONARD JOSEPH DE ZILWA to act as Registrar of Births and Deaths of Kotahena division, in the Colombo District of the Western Province, for three days from December 29, 1927, during the absence of the Registrar, Dr. Jos. L. FERNANDO, on leave. His office will be at No. 20c, Mayfield road, Kotahena.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DEHIWALA LIYANAGE DON PILORIS APPUHAMY to act as Registrar of Births and Deaths of Kalupahana division, and of Marriages (General) of Udugaha pattu division, in the Kalutara District of the Western Province, for three days from January 4, 1928, during the absence of the Registrar, DON JOHN AMARASEKERA PETIKIRI, on leave. His office will be at Kospotugahawatta in Kalupahana.

The Additional Assistant Provincial Registrar, Galle, has appointed MAWANANEHEWA JOHN CYRIL DE SILVA to act as Registrar of Births and Deaths of Batapola division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on January 5, 1928, during the absence of the Registrar, MAWANANEHEWA JOHN DE SILVA, on leave. His office will be at Maralagodawatta in Batapola.

The Additional Assistant Provincial Registrar, Galle, has appointed BARTHOLOMEUSZ ABEWICKRAMA GUNASEKERA to act as Registrar of Births and Deaths of Hinatigala division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on January 6, 1928, during the absence of the Registrar, JOHN DIAS ABEWICKRAMA GUNASEKERA, on leave. His office will be at Pillegewatta at Habaraduwa.

The Additional Assistant Provincial Registrar, Galle, has appointed SURASENA VIDANA PATIRANA to act as Registrar of Births and Deaths of Opata division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for two days from January 7, 1928, during the absence of the Registrar, VIDANA PATIRANAGEI PICHORIS, on leave. His office will be at Dolaihalawatta in Wirapana.

The Additional Assistant Provincial Registrar, Galle, has appointed NIKULAS JAYAWARDANA to act as Registrar of Births and Deaths of Kottawa division, and of Marriages (General) of Talpe pattu division, in the Galle District

of the Southern Province, for thirty days from January 9, 1928, during the absence of the Registrar, WITANAWASAN JEBERIS DE SILVA, suspended. His office will be at Talagahawatta in Tellambura.

The Assistant Provincial Registrar, Hambantota, has appointed DON TEGRIS EDIRISINA JAYASURIYA to act as Registrar of Births and Deaths of Meda Walakada-division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for thirty days from December 10, 1927, vice the Registrar, DON DIONIS MUTUMALA JAYASURIYA, suspended. His office will be at Dineshamilokulamayapadinchiwahitiyawatta at Pallemalala.

The Assistant Provincial Registrar, Jaffna, has appointed AIYATHURAI PONNUSAMY to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for eleven days from December 24, 1927, during the absence of the Registrar, GNAPATHIPILLAI SUBRAMANIAM, on leave. His office will be at Chendivasa in Nallur.

The Assistant Provincial Registrar, Jaffna, has appointed VAYITHANATAR KANAPATHIPILLAI to act as Registrar of Births and Deaths of Delft division, and of Marriages (General) of Delft division, in the Jaffna District of the Northern Province, for eleven days from December 24, 1927, during the absence of the Registrar, MICHAEL-PILLAI JOSEPH PILLAINAYAGAM, on leave. His office will be at Village Tribunal Court-house in Delft.

The Assistant Provincial Registrar, Jaffna, has appointed KATHIKESU APPATHURAI to act as Registrar of Marriages (General) of Valikamam East division, in the Jaffna District of the Northern Province, for eleven days from December 24, 1927, during the absence of the Registrar, AIYATHURAI CHELLAPPA, on leave. His office will be at Piramanavalavu in Koppay North.

The Assistant Provincial Registrar, Jaffna, has appointed KATHIRKAMAR VELAYUTHAR to act as Registrar of Marriages (General) of Karaichchi division, in the Jaffna District of the Northern Province, for eleven days from December 24, 1927, during the absence of the Registrar, SARAVANAMUTTU KUMARASURIAR, on leave. His office will be at Sarathivilasam in Navatkokkaddiyan.

The Assistant Provincial Registrar, Jaffna, has appointed SINNATHAMBY VALLIPURAM to act as Registrar of Marriages (General) of Punakari division, in the Jaffna District of the Northern Province, for eleven days from December 24, 1927, during the absence of the Registrar, PONNAIYAPILLAI RAJAKOPAL, on leave. His office will be at Sopalapiddi in Madduvinadu.

The Assistant Provincial Registrar, Jaffna, has appointed SINNATHAMPI NAGAMUTTU to act as Registrar of Births and Deaths of Chankanai division, and of Marriages (General) of Valikamam West division, in the Jaffna District of the Northern Province, for six days from December 26, 1927, during the absence of the Registrar, KRISHNAPILLAI VAYIBAMUTTU, on leave. His office will be at Kumpaneluvai in Chankanai.

The Assistant Provincial Registrar, Jaffna, has appointed RAMANATHAN PONNAMPALAM VIRASINKAM to act as Registrar of Marriages (General) of Valikamam West division, in the Jaffna District of the Northern Province, for three days from December 26, 1927, during the absence of the Registrar, JOSEPH NICHOLAS SANDERASEKERA, on leave. His office will be at Sandirasekaramuthaliyar-valavu in Mathakal.

The Assistant Provincial Registrar, Jaffna, has appointed THILLAINATHAR SUBRAMANIAM to act as Registrar of Births and Deaths of Puttur division, and of Marriages (General) of Valikamam East division, in the Jaffna District of the Northern Province, for fifteen days from January 2, 1928, during the absence of the Registrar, SANGARAPPILLAI THILLAINATHAR, on leave. His office will be at Kadampansima in Puttur.

The Assistant Provincial Registrar, Jaffna, has appointed TAMPAPILLAI NAGAMUTTU APPADURAI to act as Registrar of Births and Deaths of Tellippalai division, and of Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province, for ten days from January 4, 1928, during the absence of the Registrar, KANTHAVANAM MUTTUKUMARU, on leave. His office will be at Impilichiddi in Tellippalai East.

The Assistant Provincial Registrar, Jaffna, has appointed KANAPATIPPILLAI VIRAVAKU to act as Registrar of Births and Deaths of Uduppiddi division, and of Marriages (General) of Vadamaradchi division, in the Jaffna District of the Northern Province, for fourteen days from January 6, 1928, during the absence of the Registrar, ALVAPPILLAI AIYAMPILLAI, on leave. His office will be at Manatpulo, Uduppiddi Imaiyanan: station: Irasinganmanal in Valluvedditturai.

The Assistant Provincial Registrar, Mullaittivu, has appointed TIYAKAR NAKAMANY to act as Registrar of Births and Deaths of Kilakkumulai South division, in the Mullaittivu District of the Northern Province, for thirty days from January 4, 1928, during the absence of the Registrar, TAMU UDIYAR CHELLIAH, suspended. His office will be at the Vidhan's house, Vauniya.

The Assistant Provincial Registrar, Mullaittivu, has appointed TAMPAYIA PONNAYIA to act as Registrar of Births and Deaths of Naduchcheddikulam division, in the Mullaittivu District of the Northern Province, for thirty days from January 4, 1928, during the absence of the Registrar, KATTIKESU NAKAMANY, suspended. His office will be at the Vidhan's house, Rasentirankulam.

Registrar-General's Office,
Colombo, January 10, 1928.

C. COOMARA WAMY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

“THE EXCISE ORDINANCE, NO. 8 OF 1912.”

X 91/27

Excise Notification No. 171.

WHEREAS the Governor in Executive Council has made the following rules under section 31 of “The Excise Ordinance, No. 8 of 1912”:

And whereas by the proviso to that section it is provided that in any case of emergency the Governor in Executive Council may by Notification declare any such rule to be in force from a date named therein:

It is hereby notified that the Governor in Executive Council has been pleased to declare that the following rules shall come into force under the said proviso of the said section as and from the date hereof.

Colonial Secretary's Office,
Colombo, January 10, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

RULES REFERRED TO.

1. The Unofficial Members elected under rule 3 of the rules in Excise Notification No. 85 dated November 17, 1924, and published in the *Government Gazette* No. 7,431 dated November 21, 1924, shall continue in office until March 31, 1928, anything to the contrary contained in the said rules notwithstanding.

2. If during this period any such elected member vacates his office the vacancy created thereby shall be filled by nomination by His Excellency the Governor.

K 132/26

IT is hereby notified that the under-mentioned allotment of Crown land called Alutgangoda, situated in the village of Nawakkulama in Megoda Wewutulana of Matombuwa korale in Hurulu palata of Nuwarakalawiya district of the North-Central Province, and occupied with the permission of Government by (1) Amadarage Kira, (2) Poolage Pina, (3) Guruwa Nammaruwage Sobana, (4) Guruwa Nammaruwage Suddana, (5) Punchage Kiriya, (6) Ganithayage Samiththara, (7) Velage Guruwa, and (8) Kirage Tikka, all of Nawakkulama, is set apart as land required for a common purpose, to wit, for the establishment of a Gangoda for the village of Nawakkulama referred to.

Land referred to.

Lot 1 in preliminary plan No. 7,425 called Alutgangoda, containing in extent 4 acres 2 roods and 3 perches; and bounded on all sides by Tisbamba waste Crown land.

Colonial Secretary's Office,
Colombo, January 13, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary

“THE CEMETERIES AND BURIALS ORDINANCE, 1899.”

K 1356/27

NOTICE is hereby given that His Excellency the Governor has, in exercise of the powers vested in him by section 34 of “The Cemeteries and Burials Ordinance, 1899,” and on the recommendation of “the proper authority,” to wit, the Government Agent, North-Western Province, been pleased to approve of the allotment of land described in the schedule hereto being provided and used as a burial ground from the date hereof.

Colonial Secretary's Office,
Colombo, January 13, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

Lot 53 in final village plan No. 280.

Name of Land: Keenagaskela.

Situation: Irabodagama in Pitigal korale of Katugampola hatpattu of the District of Kurunegala, North-Western Province.

Boundaries: North and west by lot 54 in final village plan No. 280; east and south by lot 52 in final village plan No. 280.

Extent: 2 roods and 3½ perches.

"THE STAMP ORDINANCE, 1909."

F 1252/27

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

Colonial Secretary's Office,
Colombo, January 11, 1928.

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

COMPANY REFERRED TO.

Inchley, Limited.

J 1873/27

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

Name.	Pensionable Appointment.	Seconded Service.
Mr. Herbert Hooper ..	European Police Sergeant ..	Examiner of Motor Drivers and Cars
Mr. Hector Morgan Symons van Cuylenberg	Sub-Inspector of Police ..	do.

Colonial Secretary's Office,
Colombo, January 9, 1928.

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

U 321/27

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

Name.	Pensionable Appointment.	Seconded Service.
Mr. R. H. Whitehorn ..	Officer in Class II. of the Civil Service ..	Chairman, Municipal Council, Kandy

Colonial Secretary's Office,
Colombo, January 12, 1928.

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

J 1873/27

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

Name.	Pensionable Appointment.	Seconded Service.
Thomas Andrew Lutersz ..	Head Overseer, Grade II., Public Works Department ..	Examiner of Motor Cars

Colonial Secretary's Office,
Colombo, January 13, 1928.

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

G 1108/27

APPLICATIONS on form General 187 (F 2) from officers in Classes I. and II. of the Clerical Service for transfer to the post of Chief Clerk, Solicitor-General's Office, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before January 23, 1928.

Colonial Secretary's Office,
Colombo, January 13, 1928.

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

"THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

C 127/27

The Constituency of the European Electorate (Rural).

NOTICE is hereby given that Mr. George Brown, Estate Visiting Agent, Hotel Suisse, Kandy, has been duly elected as Member of the Legislative Council for the above-named Constituency.

Colonial Secretary's Office,
Colombo, January 13, 1928.

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

"THE LOCAL GOVERNMENT ORDINANCE, NO. 11 OF 1920."

U 315/26

IT is hereby notified under section 9 (2) of the above-mentioned Ordinance that it is intended to constitute an Urban District Council for the area, the administrative limits whereof are shown in the schedule hereto.

Colonial Secretary's Office,
Colombo, January 13, 1928.

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

SCHEDULE.

Moratuwa.

North: the northern bank of the stream known as the Lunawa river, the approach road to the Angulana Railway Station as far as its junction with the Colombo-Galle road. The line of the said approach road produced to a point 5 chains to the north-east of the Colombo-Galle road. From this point a line drawn south-eastwards and southwards parallel to the Colombo-Galle road as far as a point 5 chains to the north of the road known as the Katubedde Broadway. From this point a line drawn eastwards and south-eastwards parallel to the Katubedde Broadway as far as the middle of the Panadure river. East: the middle of the Panadure river. South: the village of Katukurunda. West: the sea.

ORDINANCE NO. 15 OF 1889.

U 397/27

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased by virtue of the powers conferred on him by section 15 (1) of Ordinance No. 15 of 1889, as amended by section 6 of Ordinance No. 25 of 1922, to prescribe the following scale of fees in respect of licences to carry on the trade or business of an auctioneer or of a broker or of auctioneer and broker within the Sanitary Board towns of Mullaitivu District:—

Scale of Fees referred to.

	Rs.	o.
Auctioneer and Broker	30	0
Auctioneer	25	0
Broker	25	0

Colonial Secretary's Office,
Colombo, December 23, 1927.

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

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

F 358/26

RULE made by His Excellency the Governor in Executive Council under section 62 (1) of "The Municipal Councils Ordinance, 1910."

Colonial Secretary's Office,
Colombo, December 23, 1927.

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

RULE.

Rule 2 (v.) of the rules relating to grant of pensions to officers of the Galle Municipality published by Notification dated January 4, 1911, in *Government Gazette* No. 6,419 of January 6, 1911, as the same is contained in the Notification dated November 13, 1926, published in *Government Gazette* No. 7,556 of November 19, 1926, is hereby repealed, and the following substituted therefor:—

2. (v.) The Municipal Council may grant temporary increases of pension for twelve months, with effect from February 1, 1928, in accordance with the scale set out in Schedule A to the retired officers specified in Schedule B:—

Schedule A.

Up to Rs. 500 an increase of 15 per cent.
Over Rs. 500 and up to Rs. 1,200 an increase of 12½ per cent.
Over Rs. 1,200 and up to Rs. 1,800 an increase of 10 per cent.
Over Rs. 1,800 and up to Rs. 3,000 an increase of 7½ per cent.

Schedule B.

Name of Pensioner.	Annual Pension.		Rate of Temporary Increase.		Temporary Increase Per Annum.
	Rs.	c.	Per Cent.	Rs. o.	
A. B. Wittenslegor	500	0	15	75	0
J. G. Paranavitana	210	43	15	31	56
G. D. Johannes	387	50	15	58	12
O. S. Marikar	1,283	33	10	128	33
F. R. E. Nicholas	2,080	0	7½	156	0
O. L. Jansz	301	60	15	45	24
				494	25

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply of toddy arrack for five years commencing from June 1, 1929, in quantities of not less than 60,000 gallons and not more than 400,000 gallons (reckoned at 27 degrees under proof) a year in respect of each tender, such arrack to be made at stills producing not less than 60,000 gallons a year each, and conforming to the requirements of Excise Notifications Nos. 101, 120, 151, 162, and 163, and such other distillery regulations as the Government may from time to time see proper to enforce. If a tender is accepted, Government will agree to buy the whole quantity specified in such tender, and will place no restriction on the production at such still of arrack for export, storage, maturing or other approved purposes, over and above the specified quantity, subject to payment of any duty which may be imposed.

2. The Excise Commissioner does not bind himself to accept arrack at a stronger strength than 15 degrees over proof. No reduction will be allowed at a distillery.

3. Arrack delivered at a stronger strength than 27 degrees under proof will be subject to a charge of reduction and clarification not exceeding 3 cents per gallon which the tenderer must bind himself to pay.

4. Arrack will normally be accepted at the Warehouse within the limits of the Urban District Council, Kalutara, and at Teak Store Warehouse at Palatota. The Excise Commissioner reserves the right to direct delivery of arrack to other centres when required. If such places of delivery be more distant from the tenderer's distillery than the normal warehouse of delivery, the tenderer will be paid the additional cost of transport at such rate as the Excise Commissioner may fix. Should the Excise Commissioner direct deliveries of arrack at centres situated nearer to the tenderer's distillery than the normal place of delivery, the tenderer shall deliver his arrack at a lower rate per gallon bulk, such reasonable reduction as the Excise Commissioner may fix being regarded as final.

5. The Tambarawila distiller should tender for delivery at Negombo Warehouse, Kurunegala Warehouse, and Kandy Warehouse.

6. No arrack will be accepted at storehouses on Sundays or Government holidays.

7. Distillers should deliver their arrack in twelve equal monthly instalments of the contracted quantity per annum and the Excise Commissioner reserves the right to refuse deliveries otherwise than in accordance with this rule.

8. The Excise Commissioner reserves the right to refuse distillers the right to dispose of his arrack for export or otherwise, till such time as he is satisfied that the full quantity contracted for will be delivered to Government.

9. In the event of any contract being unfulfilled the Excise Commissioner reserves the right to buy the quantity of arrack in deficit from another contractor and charge any excess cost to the contractor in default.

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

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

12. Tenders should be marked "Tender for the Supply of Arrack for Five Years" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on Tuesday, February 7, 1928.

13. Tenders should clearly state in words and in figures the price per gallon demanded at 27 degrees under proof.

14. Tenders are to be made upon forms which will be supplied upon application at the Excise Commissioner's Office, 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.

15. A deposit of Rs. 50 will be required to be made at the Treasury or at any Kacheheri. Such deposit receipt should

be produced at the Excise Commissioner's Office before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Excise Commissioner, or his duly authorized representative that his tender has been accepted, such deposit will be forfeited, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned after the contract has been signed.

16. The successful tenderer or tenderers shall execute a bond or bonds for Rs. 3,000 each by the hypothecation of approved title deeds with two sureties each in a similar sum, or shall deposit with the Hon. Treasurer in the name of the Excise Commissioner a sum of Rs. 2,000 in cash and sign a bond binding himself to observe the terms of the contract.

17. 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. An address for the delivery of letters or notices shall be given in each tender.

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

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

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

21. 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.

22. 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 Excise Commissioner, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

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

G. S. WODEMAN,
Excise Commissioner.

Office of the Excise Commissioner,
Colombo, December 16, 1927.

TENDERS are hereby invited for the service named in the schedule hereunder for the period of one or two or three years commencing from March 1, 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 February 7, 1928.

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

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

7. 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 Director of Medical and Sanitary Services. Sanction will not be given for any transfers, including powers of attorney in favour of persons in the defaulting contractors' list. No defaulting contractor should be employed on any service connected with the contracts or the tenders.

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 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 Director of Medical and Sanitary Services, 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 successors in office for the time being under the Government of Ceylon.

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

J. F. E. BRIDGER,
Director of Medical and Sanitary Services.
Colombo, January 9, 1928.

Schedule referred to.

Service.	Tender Deposit. Rs.	Security. Rs.
Supply of fresh cow milk to the Balangoda Hospital ..	50	100

SCHEDULE of rates are hereby invited for deviation, 1st mile, Panadure-Nambapana road.

2. The whole of the work is to be undertaken on an agreement to be entered into between the District Engineer, Panadure, and the contractor on the basis of the accepted tendered schedule of rates, and subject finally to the approval of the Provincial Engineer, Western Province (South). Payment will be made by agreements at the accepted rates. Contractors will be required to state in their tenders the time required to carry out the work.

3. Plans, specifications, bill of quantities, and form of agreement can be seen, and all other information obtained from the Office of the District Engineer, Panadure, any week day between the hours of 8.30 A.M. and 4 P.M. (Saturdays, 8.30 A.M. and 1 P.M.).

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the District Engineer, Panadure, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (South), Torrington square, Colombo, and the duplicate addressed to the District Engineer, Panadure, endorsed on the outside "Schedule of Rates for Deviation, 1st mile, Panadure-Nambapana Road," so as to reach the offices of the foregoing officers on or before 12 noon on Friday, January 27, 1928.

5. The tendered rates must be entered in ink, and any alterations must bear the initials of the tenderer and witnesses. Any altered tender not bearing such initials will be treated as informal and rejected.

6. Before tender forms can be issued the intending contractor must deposit a sum of Rs. 10 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer, Panadure. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer.

7. Government reserves to itself the right to supply the contractor with any materials, including any imported articles, which may be necessary in the execution of the work included in the 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 other person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Western Province (South), 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.

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

Public Works Office,
Colombo, January 10, 1928.

SCHEDULES of rates are hereby invited for rubble supply for coast protection, Paiyagala South to Beruwala.

2. The whole of the work is to be undertaken on an agreement to be entered into between the District Engineer, Kalutara, and the contractor on the basis of the accepted tendered schedule of rates, and subject finally to the approval of the Provincial Engineer, Western Province (South). Payment will be made by agreements at the accepted rates. Contractors will be required to state in their tenders the time required to carry out the work.

3. Specification, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the office of the District Engineer, Kalutara, any week day between the hours of 8.30 A.M. and 4 P.M. (Saturdays, 8.30 A.M. and 1 P.M.)

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the District Engineer, Kalutara, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (South), Torrington square, Colombo, and the duplicate addressed to the District Engineer, Kalutara, endorsed on the outside "Rubble Supply for Coast Protection, Paiyagala South to Beruwala," so as to reach the foregoing officers on or before 12 noon, on Friday, January 27, 1928.

5. The tendered rates must be entered in ink, and any alterations must bear the initials of the tenderer and witnesses. Any altered tender not bearing such initials will be treated as informal and rejected.

6. Before tender forms can be issued the intending contractor must deposit a sum of Rs. 100 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer, Kalutara. The deposit will be refunded to all *bona fide* tenderers after the

agreement has been signed by the successful tenderer, but will be forfeited if a tenderer whose tender is accepted refuses to enter into a contract.

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

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 (South), 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.

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

Public Works Office,
Colombo, January 10, 1928.

SCHEDULES of rates are hereby invited for the erection of 5 rooms of new cooly lines at Milapitiya, 12th mile. Kandy-Haragama road.

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

3. The plans, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the office of the District Engineer, Kandy, 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, a specimen of which can be seen in the office of the District Engineer, Kandy, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province (North), Kandy, and the duplicate addressed to the District Engineer, Kandy, endorsed on the outside "Schedule of Rates for Constructing Cooly Lines at Milapitiya," so as to reach the offices of the foregoing officers on or before 12 noon on January 20, 1928.

All imported articles, such as cement, &c., will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

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

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

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

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

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

Public Works Office,
Colombo, January 10, 1928.

SCHEDULES of rates are hereby invited for the construction of Overseers Quarters and Cooly Lines at Glentaf, in the Dikoya District.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Dikoya, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, Central Province (South), Nuwara Eliya.

3. The drawings, specifications, bills of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Dikoya, 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, Dikoya, in duplicate, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province (South), Nuwara Eliya, and the duplicate addressed to the District Engineer, Dikoya, endorsed on the outside "Schedules of rates for Overseers Quarters and Cooly Lines at Glentaf," so as to reach the offices of the foregoing officers on or before 12 noon on Thursday, January 26, 1928. All imported materials such as cement, Calicut tiles, galvanized sheets, explosives, steel, iron bars, &c., will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

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

6. Each schedule of rates must be accompanied by a letter signed by two responsible persons, whose addresses must be given engaging, if called upon, to become security for the due fulfilment of the contract. An address for the delivery of letters or notices shall be given in each schedule.

7. Government reserves to itself the right to supply the contractor with any materials, which may be necessary in the execution of the work 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, Central Province (South), Nuwara Eliya, 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.

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

Public Works Office,
Colombo, January 9, 1928.

SCHEDULES of rates are hereby invited for building 5 rooms cooly lines, near Public Works Department quarry in Galle town.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Galle, 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, Galle, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, Galle, and the duplicate addressed to the District Engineer, Galle, endorsed on the outside "Schedules of Rates for Cooly Lines, Galle Town," so as to reach the offices of the foregoing officers on or before 12 noon, on Tuesday, January 31, 1928. All

imported articles, such as cement, Calicut tiles, iron bars, fittings for doors and windows, paint, &c., will be supplied free of charge to the contractor by the Department, and the rate submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

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

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

Public Works Office, E. W. BARTHOLOMEW,
Colombo, January 10, 1928. for Director of Public Works.

SCHEDULES of rates are hereby invited for all works in connection with Dispensary and Apothecary's quarters, Ranoruwewa.

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

3. The drawings, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Anuradhapura, 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, Anuradhapura, in duplicate, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Anuradhapura, on the outside "Schedule of Rates for Dispensary and Apothecary's Quarters, Ranoruwewa" so as to reach the offices of the foregoing officers on or before 12 noon on January 27, 1928. All imported articles such as cement, &c., will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

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

8. Each schedule of rates must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging, if called upon to become security for the due fulfilment of the contract. An address for the delivery of letters or notices shall be given in each schedule.

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.

Public Works Office, E. W. BARTHOLOMEW,
Colombo, January 6, 1928. for Director of Public Works.

SCHEDULE of rates are hereby invited for the construction of quarters for the District Medical Officer, Batticaloa.

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

3. The Public Works Department specifications, drawings, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Batticaloa, any week day between the hours of 9.30 A.M. and 4 P.M. (Saturdays 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Batticaloa. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Eastern Province, Batticaloa, and the duplicate addressed to the District Engineer, Batticaloa, endorsed on the outside "Schedules of Rates for the Construction of Quarters for the District Medical Officer, Batticaloa," so as to reach the offices of the foregoing officers on or before 12 noon of January 31, 1928. All imported articles such as cement, pudlo, door and window fittings, glass, iron bars for reinforcement, tiles, paint, galvanized iron for gutters, tar, iron bars and flats for kitchen range, for brackets to eaves gutter, and for hold fasts to doors and windows, solignum, pipes and fittings for water connection, and barbed wire will be supplied free of charge to the contractor, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use. The materials will be issued to the contractor at the Public Works Department Yard, Batticaloa.

5. The tendered rates must be entered in ink, and any alterations must bear the initials of the tenderer. Any altered tender not bearing such initials will be treated as informal and rejected.

6. Before tender forms can be issued, the intending contractor must deposit a sum of Rs. 25 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer in charge. The deposit will be refunded to all bona fide tenderers after the agreement has been signed by the successful tenderer.

7. Each schedule of rates must be accompanied by a letter signed by two responsible persons, whose addresses must be given engaging, if called upon to become security for the due fulfilment of the contract. An address for the delivery of letters or notices shall be given in each schedule.

8. Government reserves to itself the right to supply the contractor with any materials which may be necessary in the execution of the work included in any agreement.

9. 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, Eastern Province, Batticaloa, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

Public Works Office, E. W. BARTHOLOMEW,
Colombo, January 9, 1928. for Director of Public Works.

SCHEDULES of rates are hereby invited for the construction of quarters for the District Medical Assistant, Batticaloa Hospital.

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

3. The Public Works Department specifications, drawings, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the office of the District Engineer, Batticaloa, any week day between the hours of 9.30 A.M. and 4 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the office of the District Engineer, Batticaloa. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Eastern Province, Batticaloa, and the duplicate addressed to the District Engineer, Batticaloa, endorsed on the outside "Schedules of Rates for the Construction of District Medical Assistant's Quarters, Batticaloa," so as to reach the offices of the foregoing officers on or before 12 noon of January 31, 1928. All imported articles such as cement, pulley, door and window fittings, glass, iron bars for reinforcement, tiles, paint, G.I. for gutters, tar, iron bars and flats for kitchen range, for brackets to eaves gutter and for hold fasts to doors and windows, solignum, pipes and fittings for water connection, and barbed wire will be supplied free of charge to the contractor, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use. The materials will be issued to the contractor at the Public Works Department Yard, Batticaloa.

5. The tendered rates must be entered in ink, and any alterations must bear the initials of the tenderer. Any altered tender not bearing such initials will be treated as informal and rejected.

6. Before tender forms can be issued, the intending contractor must deposit a sum of Rs. 25 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer in charge. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer.

7. Each schedule of rates must be accompanied by a letter signed by two responsible persons, whose addresses must be given engaging, if called upon to become security for the due fulfilment of the contract. An address for the delivery of letters or notices shall be given in each schedule.

8. Government reserves to itself the right to supply the contractor with any materials which may be necessary in the execution of the work included in any agreement.

9. 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, Eastern Province, Batticaloa, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

10. 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.

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

Public Works Office,
Colombo, January 9, 1928.

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

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

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

4. Tenders should be marked "Tender for Supply of Timber, 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, February 7, 1928.

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

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

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other information can be ascertained on application to the office referred to in section 5. A further security in cash of 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 should be quoted, written both in words and figures.

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

11. 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 objection in writing.

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

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

16. Tenderers before tendering should inspect the area of operation as shown in the schedule and forward a statement to that effect to the Divisional Forest Officer, Northern Division, Jaffna, when applying for tender forms.

17. 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.

Not.—Intending tenderers' special attention is drawn to condition No. (a) requiring that trees should be felled and logged by the saw alone.

GENERAL CONDITIONS.

(a) Trees are to be felled within 6 inches from the ground by saw alone.

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

(c) All logs should be straight and sound throughout, free from shakes, large or loose knots.

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

(e) Logs shall be trimmed before delivery at the final delivery depôt. Each end shall be sawn with a clean face at right angles to the axis of the tree. These faces shall be covered with a coating of tar or suitable paint to eliminate the risk of splitting. Payment will only be made on measurements taken after such operations.

(f) Rejected timber will not be paid for, but will lapse to Government as well as all refuse wood in the area under operation. The contractor shall have no claim in respect of any material sold as rejection.

(g) Work shall be started within fifteen days of signing the contract, and the contract shall be in force till August 31, 1928.

(h) The contractor will be liable to a fine of Rs. 20 for every tree not felled on or before May 31, 1928. He will also be liable to a similar fine for every log undelivered at the final delivery depôt by August 31, 1928.

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

“It shall not be lawful to any person to do any of the following acts:—

(a) To load a cart with timber or other substance or more than 20 feet in length without having one end thereof secured to another or sling cart.”

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

Schedule.

To fell and convert into logs by saw alone 525 palu trees standing in compartments Nos. 8 and 9 in block No. C. at Vannivilankulam released area of the Mullaitivu Range, and transport the converted logs to Mankulam Forest Department Depôt and deliver neatly stacked in such a manner as directed by a Forest Officer. Distance of transport being 8 miles by District Road Committee road and 2½ miles by jungle cart track to Mankulam Railway Station.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, January 9, 1928.

TENDERS are hereby invited for the service described in the schedule annexed. The area to be exploited for the purpose and further details are given in the schedule hereto.

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 Timber Supply, Eastern Division (South), 1927-1928,” in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, February 28, 1928.

5. Tenders are to be made upon forms which will be supplied upon application at the Forest Office, Batticaloa. No tender will be considered unless it is on the recognized form; alterations must be initialled, otherwise the tender will be treated as informal and rejected. A tender form can be issued in the name of one person only.

6. A deposit of Rs. 20 will be required to be made either at the Treasury or Kaohcheri, 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 after he has tendered, or to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. 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 sureties for the due fulfilment of the contract.

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

9. A separate rate per cubic foot must be quoted, written both in words and figures, for timber delivered at each of the places mentioned in the schedule.

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, and also of extending the contract for a period of one or two years at the end of 1929, with the consent of the contractor for the supply of a further quantity of timber from the adjoining enumerated area of square mile blocks of forest.

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

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

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

15. For any further information, application should be made to the Divisional Forest Officer, Eastern Division (South), Batticaloa.

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.

(1) Trees are to be felled within 18 inches from the ground by saw, or axe and saw combined.

(2) All and only such trees as are marked and stamped by the Forest Officer are to be felled, including defective and unsound satin, halmilla, milla, ranai, and palu trees in the felling area.

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

(4) All trees should be logged to the longest available lengths after felling, barked, and transported to a way-side 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.

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

(6) The work should commence as soon as possible after the tenders are settled and completed as follows:—

All logs should be supplied at the Batticaloa Bar before June 30, 1928.

Schedule.

To fell, log, bark, and trim 198 milla, satin, and ranai trees (more or less) enumerated in the 1st square mile block in strip 2, fully demarcated in the forest known as Nuwaragala proposed reserve, in the Devilane Range, Eastern Division (South), and to transport and deliver the logs stacked at the Batticaloa Bar Depôt.

Distance of transport from the forest to the lake about 18 miles, and along the lake to the Batticaloa Bar about 10 miles.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, January 10, 1928.

TENDERS are hereby invited for the work of constructing a temporary quarters for a Salt Constable at the Eastern Saltern, Puttalam.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words "Tender for Constructing Temporary Quarters for a Salt Constable at the Eastern Saltern" and should be sent to the Assistant Government Agent, so that he may receive it before 12 noon on January 30, 1928.

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

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

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

6. A duplicate of the tender should be forwarded by the tenderer by post to the Hon. the Controller of Revenue, Colombo, at the same time that he forwards the original to the Assistant Government Agent, Puttalam.

7. The work should be completed within three months after the contract was entered into.

8. Specification and further details may be obtained from the Assistant Government Agent, Puttalam.

A. R. HALLOCK,

The Kachcheri, for Assistant Government Agent,
Puttalam, January 6, 1928.

TENDERS are hereby invited for the work of constructing a temporary quarters for the Salt Storekeeper at Nachchikali.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words

"Tender for Constructing a Temporary Quarters for the Salt Storekeeper at Nachchikali" and should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 12 noon on January 30, 1928.

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

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

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

6. A duplicate of the tender should be forwarded by the tenderer by post to the Hon. the Controller of Revenue, Colombo, at the same time that he forwards the original to the Assistant Government Agent, Puttalam.

7. The work should be completed within three months after the contract was entered into.

8. Specification and further details may be obtained from the Assistant Government Agent, Puttalam.

A. R. HALLOCK,

The Kachcheri, for Assistant Government Agent,
Puttalam, January 6, 1928.

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

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words "Tender for Repairing the Huts occupied by the Six Patrols of the Salt Storage Platform, Puttalam," and should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 1 p.m. on January 21, 1928.

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

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

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

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

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

Description of the Work to be done.

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

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

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

House No. 1 to be provided with a window frame and shutter and house No. 3 to be provided with a window frame.

B. F. PERERA,

for Assistant Government Agent.

The Kachcheri,
Puttalam, December 23, 1927.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned Brands of confiscated liquor will be sold by auction at the Office of the Excise Commissioner, Colombo, on Saturday, February 4, 1928, at 12 noon, in 10 lots:—

- 12 bottles Gemini Freres, No. 1, Brandy
- 73 pints Schnapps.
- 3 bottles Schnapps.
- 17 pints Gemini Freres Brandy.
- 1 pint Rodger Bleton Brandy.

E. RODRIGO,
for Excise Commissioner.

Office of the Excise Commissioner,
Colombo, January 7, 1928.

THE following unserviceable articles will be put for sale by public auction at 2 P.M., on Friday, January 27, 1928, at the premises of the Land Settlement Department, Cinnamon Gardens:—

- | | |
|---|--|
| <ul style="list-style-type: none"> 1 tent, cashmere 1 tent, thasildars 3 tents, W. C. 6 tents, bath 1 tent, servant 1 tent, kitchen | <ul style="list-style-type: none"> 1 tent for motor car 1 tent, office 263 pegs, wooden 1 box, circuit, steel 89 pegs iron, |
|---|--|

A. E. CHRISTOFFELSZ,
for Settlement Officer.

Land Settlement Office,
Colombo, January 9, 1928.

A sale by public auction of unserviceable articles, including empty wooden barrels, iron drums, packing cases, &c., will be held at the Railway Stores, Maradana, on Wednesday, January 25, 1928, at 2 P.M.

Buyers are kindly requested to note that rent at the rate of 50 cents per diem will be charged for all lots not removed within three days.

Railway Storekeeper's Office, J. E. HANCOCKS,
Colombo, January 7, 1928. Railway Storekeeper.

NOTICE is hereby given that the under-mentioned unserviceable articles belonging to the Pathological Laboratory, General Hospital, Colombo, will be sold in the premises, at 10 A.M., on January 28, 1928:—

Two jakwood shelves.

W. A. E. KARBUNARATNE,
Pathologist, General Hospital.
Colombo, January 6, 1928.

THE under-mentioned articles will be sold by public auction at Bogambra Prison premises on Saturday, February 11, 1928, at 11 A.M.:—

800 jungle sticks (weighing 5 cwt. 3 qrs.) suitable for firewood.

C. P. BROHIER,
Superintendent of Prisons.
Bogambra Prison,
Kandy, January 7, 1928.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended December 24, 1927.

Births.—The total births registered in the city of Colombo in the week were 170 (2 Europeans, 12 Burghers, 100 Sinhalese, 19 Tamils, 30 Moors, 6 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1927, viz., 261,793) was 33·9, as against 39·0 in the preceding week, 36·3 in the corresponding week of last year, and 31·1 the weekly average for last year.

Deaths.—The total deaths registered were 139 (2 Burghers, 84 Sinhalese, 21 Tamils, 17 Moors, 8 Malays, and 7 Others). The death rate per 1,000 per annum was 27·7, as against 33·9 in the previous week, 27·0 in the corresponding week of last year, and 28·7 the weekly average for last year.

Infantile Deaths.—Of the 139 total deaths, 37 were of infants under one year of age, as against 40 in the preceding week, 39 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) Thirty-six deaths from *Pneumonia* were registered, 13 in Maradana hospitals (including 10 deaths of non-residents), 4 in St. Paul's, 3 each in New Bazaar and Maradana East, 2 each in Kotahena South, Maradana North, and Slave Island, and 1 each in San Sebastian and Kollupitiya, as against 32 in the previous week, and 18 the weekly average for last year.

(b) Four deaths from *Influenza* were registered, 2 in St. Paul's, and 1 each in San Sebastian and Kotahena North, as against 2 in the previous week, and 6 the weekly average for last year.

2. Ten deaths from *Phthisis* were registered, 5 in Maradana hospitals (of non-residents), and 1 each in Kotahena South, New Bazaar, Maradana North, Maradana South, and Slave Island, as against 11 in the previous week, and 11 the weekly average for last year.

3. Two deaths from *Enteric Fever* were registered, 1 each in Wellawatta North and Wellawatta South, as against 1 in the previous week, and 3 the weekly average for last year.

4. Fourteen deaths were registered from *Debility*, 10 from *Infantile Convulsions*, 4 from *Puerperal Septicæmia*, 3 from *Enteritis*, 2 from *Diarrhoea*, 1 each from *Dysentery*, *Worms*, and *Tetanus*, and 51 from *Other Causes*.

5. Fifteen cases of *Chickenpox* (2 in Port), 6 of *Measles*, and 5 of *Enteric Fever* were reported during the week, as against 20, 3, and nil, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 79·9°, against 81·1° in the preceding week, and 79·6° in the corresponding week of the previous year. The mean atmospheric pressure was 29·951 in., against 29·905 in. in the preceding week, and 29·841 in. in the corresponding week of the previous year. The total rainfall in the week was 0·91 in., against nil in the preceding week, and 0·02 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, January 5, 1928.

P. D. RATNATUNGA,
for Registrar-General.

Registrar-General's Health Report of the City of Colombo for the Week ended December 31, 1927.

Births.—The total births registered in the city of Colombo in the week were 167 (15 Burghers, 100 Sinhalese, 28 Tamils, 19 Moors, 2 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1927, viz., 261,793) was 33·3, as against 33·9 in the preceding week, 46·1 in the corresponding week of last year, and 31·1 the weekly average for last year.

Deaths.—The total deaths registered were 169 (9 Burghers, 96 Sinhalese, 24 Tamils, 29 Moors, 6 Malays, and 5 Others). The death-rate per 1,000 per annum was 33·7, as against 27·7 in the previous week, 28·0 in the corresponding week of last year, and 28·7 the weekly average for last year.

Infantile Deaths.—Of the 169 total deaths, 38 were of infants under one year of age, as against 37 in the preceding week, 29 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 22.

Principal Causes of Death.—1. (a) Twenty-four deaths from *Pneumonia* were registered, 11 in Maradana hospitals (including 8 deaths of non-residents), 3 in Maradana North, 2 each in Kotahena South, New Bazaar, and Kollupitiya, and 1 each in St. Paul's, Maradana South, Slave Island, and Wellawatta North, as against 36 in the previous week and 18 the weekly average for last year.

(b) Eight deaths from *Influenza* were registered, 2 each in San Sebastian, Kotahena South, and Slave Island, and 1 each in Pettah and Maradana South, as against 4 in the previous week and 6 the weekly average for last year.

(c) Four deaths from *Bronchitis* were registered, 2 in St. Paul's, and 1 each in Maradana hospital and Maradana North, as against nil in the previous week and 5 the weekly average for last year.

2. Eleven deaths from *Phthisis* were registered, 7 in Maradana hospitals (including 6 deaths of non-residents), 2 in Slave Island, and 1 each in Kotahena South and Kollupitiya, as against 10 in the previous week and 11 the weekly average for last year.

3. (a) Two deaths from *Enteric Fever* were registered, 1 each in Maradana hospital and Slave Island. The number registered during the previous week was also 2, and the weekly average for last year was 3.

(b) Two deaths from *Enteric Fever* of residents of Colombo Town occurred at the Infectious Diseases Hospital, Angoda, during the week.

4. One death from *Bubonic Plague* of a resident of Colombo Town occurred at the Infectious Diseases Hospital, Angoda, during the week.

5. Fourteen deaths were registered from *Debility*, 9 from *Diarrhoea*, 6 from *Infantile Convulsions*, 5 each from *Enteritis* and *Worms*; 2 from *Puerperal Septicaemia*, 1 each from *Dysentery* and *Tetanus*, and 77 from *Other Causes*.

6. Two cases of *Plague* were reported during the week, as against nil in the previous week. No cases of *Chickenpox*, *Measles*, or *Enteric Fever* were reported during the week. 15 cases of *Chickenpox* (2 in Port), 6 of *Measles*, and 5 of *Enteric Fever* were reported during the previous week.

State of the Weather.—The mean temperature of air was 79·8°, against 79·9° in the preceding week, and 79·0° in the corresponding week of the previous year. The mean atmospheric pressure was 29·948 in., against 29·951 in. in the preceding week, and 29·894 in. in the corresponding week of the previous year. The total rainfall in the week was 1·69 in., against 0·91 in. in the preceding week, and 0·86 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, January 6, 1928.

P. D. RATNATUNGA,
for Registrar-General.

Registrar-General's Health Report of the City of Colombo for the Week ended January 7, 1928.

Births.—The total births registered in the city of Colombo in the week were 195 (8 Burghers, 106 Sinhalese, 27 Tamils, 30 Moors, 12 Malays, and 12 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1928, viz., 263,249) was 38·7, as against 33·3 in the preceding week, 37·9 in the corresponding week of last year, and 32·6 the weekly average for last year.

Deaths.—The total deaths registered were 177 (1 European, 9 Burghers, 92 Sinhalese, 34 Tamils, 30 Moors, 6 Malays, and 5 Others). The death-rate per 1,000 per annum was 35·2, as against 33·7 in the previous week, 32·6 in the corresponding week of last year, and 27·8 the weekly average for last year.

Infantile Deaths.—Of the 177 total deaths, 35 were of infants under one year of age, as against 38 in the preceding week, 38 in the corresponding week of the previous year, and 30 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 20.

Principal Causes of Death.—1. (a) Thirty-three deaths from *Pneumonia* were registered, 15 in Maradana hospitals (including 5 deaths of non-residents), 6 in Kotahena South, 4 in Maradana North, 2 in Maradana South, and 1 each in St. Paul's, Kotahena North, New Bazaar, Maradana East, Slave Island, and Kollupitiya, as against 24 in the previous week and 19 the weekly average for last year.

(b) Seven deaths from *Influenza* were registered, 3 in Kotahena South, 2 in St. Paul's, and 1 each in San Sebastian and Maradana North, as against 8 in the previous week and 6 the weekly average for last year.

(c) Three deaths from *Bronchitis* were registered, 1 each in St. Paul's, Maradana East, and Kollupitiya, as against 4 in the previous week and 3 the weekly average for last year.

2. Twenty-three deaths from *Phthisis* were registered, 8 in Maradana hospitals (of non-residents), 4 each in St. Paul's and New Bazaar, 2 in San Sebastian, and 1 each in Kotahena North, Kotahena South, Maradana North, Maradana South, and Wellawatta North, as against 11 in the previous week and 11 the weekly average for last year.

3. (a) Two deaths from *Enteric Fever* were registered, 1 each in Maradana hospital (of a non-resident) and Wellawatta South, same as the number registered in the previous week and the weekly average for last year.

(b) One death from *Enteric Fever* of a resident of Colombo Town occurred at the Infectious Diseases Hospital, Angoda, during the week.

4. One death from *Plague* was registered in Maradana hospital, as against nil in the previous week and 1 the weekly average for last year.

5. Twenty deaths were registered from *Debility*, 7 from *Diarrhoea*, 5 from *Infantile Convulsions*, 4 from *Enteritis*, 2 from *Puerperal Septicaemia*, 1 each from *Dysentery* and *Worms*, and 68 from *Other Causes*.

6. Forty-one cases of *Chickenpox*, 8 of *Enteric Fever*, 8 of *Measles* (1 in Port), and 1 of *Plague* were reported during the week, as against only 2 cases of *Plague* in the previous week.

State of the Weather.—The mean temperature of air was 78·8°, against 79·8° in the preceding week and 78·8° in the corresponding week of the previous year. The mean atmospheric pressure was 29·944 in., against 29·948 in. in the preceding week and 29·863 in. in the corresponding week of the previous year. The total rainfall in the week was 0·13 in., against 1·89 in. in the preceding week and 3·97 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, January 10, 1928.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE ROTHIE MAY ESTATES, LIMITED.

1. The name of the Company is "THE ROTHIE MAY ESTATES, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The object for which the Company is to be established are—
 - (a) To purchase, take on lease or exchange, or otherwise acquire estates, plantations, and lands of any kind in the Island of Ceylon or elsewhere, or any share or shares thereof, whether reclaimed or unreclaimed, and to pay for the same either wholly or partly, in cash or in shares, bonds, debentures, or other securities of the Company, and to reclaim, fell, clear, plant, manage, improve, develop, or otherwise turn to account or sell, lease, dispose of, or deal with, all or any part of these estates, plantations, and lands, and specially, but without prejudice to said generality, to acquire and take over Morningside estate in the Rakwana District of the Island of Ceylon.
 - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
 - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties, and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licences, or privileges, in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (h) To hire, lease, or purchase land either with any other person or company or otherwise and to erect a factory and other buildings thereon, or on any land already leased or owned by the Company at the cost of the Company, and such other person or Company or otherwise, and to lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others, and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of tea, rubber, coconut, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other Company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand (50,000) 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.
I. W. ATKEN, Colombo	One
H. HOPWOOD, Colombo	One
R. W. FOWKE, Colombo	One
M. D. CRICHTON, Colombo	One
G. L. LYON, Colombo	One
SYDNEY JULIUS, Colombo	One
W. K. S. HUGHES, Colombo	One
Total Shares taken	Seven

Witness to the above signatures, at Colombo, this Seventh day of December, 1927 :

JOS. F. MARTYN,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE ROTHIEWAY ESTATES, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

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

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents or such other sum as the Directors shall from time to time

determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased Shareholder (not being one of several joint-holders) shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

REFERENCE 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 resolution could have been effected without it.

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

74. 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.

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

76. 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.

77. 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.

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

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

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

81. 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.

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

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

The Rothiemay Estates, Limited.

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

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

83. 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.

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

DIRECTORS.

85. 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.

86. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Six 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.

87. The first Directors shall be Messrs. I. W. Aitken, G. L. Lyon, and H. Hopwood, all of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

88. 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.

89. 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 90.

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

91. 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.

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

93. 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.

94. 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.

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

96. 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.

97. 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.

98. 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.

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

100. 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.

101. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Manager, Managing Director, Visiting Agent, Superintendent, Agent or Secretary of the Company, or Trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 97.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of three consecutive months.

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

or being a member of a firm who are agents or secretaries, or solicitors, or brokers of the Company; nevertheless, he shall disclose to the Directors his interest in any contract, work, or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

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

103. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors, subject to the provisions of Article No. 121 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

105. 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.

106. 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.

107. 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.

108. 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.

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

AGENTS AND SECRETARIES.

121. The firm of Aitken Spence and Company shall be the first Agents and Secretaries of the Company.

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 cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

138. The Directors may, 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 on fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing dividends, or for working the business of the Company, or for repairing, maintaining, or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

140. Any General Meeting declaring a dividend or bonus may resolve that such dividend or bonus be paid wholly or in part by means of draft 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 paid-up shares, debentures, or debenture stock of any other company or in any one or more of such ways, any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalized and distributed amongst the Shareholders in accordance with their rights on the footing that they become entitled thereto as capital, and that all or any part of such capitalized fund be applied on behalf of the Shareholders in paying up in full any unissued shares of the Company, and that such unissued shares so fully paid be distributed accordingly amongst the Shareholders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their interest in the said capitalized sum. For the purpose of giving effect to any resolution under this or the last preceding Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than Rs. 10 may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors.

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

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

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

144. 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.

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

NOTICES.

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

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

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

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

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

152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148 shall not be entitled to be given any notices.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

155. If the Company shall be wound up whether voluntarily or otherwise the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid or part paid or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1886, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforesaid Companies (Consolidation) Act and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

I. W. AITKEN, Colombo.

H. HOPWOOD, Colombo.

R. W. FOWKE, Colombo.

M. D. GRICHTON, Colombo.

G. L. LYON, Colombo.

SYDNEY JULIUS, Colombo.

W. K. S. HUGHES, Colombo.

Witness to the above signatures, at Colombo, this Seventh day of December, 1927:

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MEMORANDUM OF ASSOCIATION OF THE WARAKANDE (CEYLON) ESTATES COMPANY, LIMITED.

1. The name of the Company is "THE WARAKANDE (CEYLON) ESTATES 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 Owilikande and Warakamure estates, situate in the Matale District, in the Island of 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, to provide for a superannuation or pension fund for the Company's employees, and to grant pensions or gratuities or otherwise to assist any such employees, or the widow or children of any such.
 - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (g) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
 - (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company, and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company, or as agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of tea, rubber, coconut, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable, or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number 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.
D. C. WILSON, Colombo	One
G. P. MADDEN, Colombo	One
ROY WILLIAMS, Colombo	One
J. M. GLASSE, Colombo	One
A. G. MILWARD, Colombo	One
C. M. NELSON, Colombo	One
J. J. COON, Colombo	One
Total Shares taken	Seven

Witness to the above signatures, at Colombo, this Seventeenth day of November, 1927 :

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

ARTICLES OF ASSOCIATION OF THE WARAKANDE (CEYLON) ESTATES COMPANY, LIMITED.

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

The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained or 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 Warakande (Ceylon) Estates Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

"Capital" means the capital for the time being raised or authorized to be raised for the 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 partnership, 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 Owilikande and Warakamure 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, as remuneration for work done for or services rendered to the Company, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased Shareholder (not being one of several joint-holders), shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

35. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares; or may, subject to the regulations as to transfers hereinafter 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, interests, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at nine per centum per annum, and the Directors may enforce the payment thereof if they think fit.

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

49. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of repayment of capital, or both, or any 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 resolution could have been effected without it.

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

62. Any Shareholder may, on giving not less than 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 either by advertisement in the *Ceylon Government Gazette*, or by notice sent by post, or in such other manner (if any), as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.

64. The accidental omission to give notice of any meeting to or the non-receipt of such notice by any of the Shareholders shall not invalidate any resolution passed at any such meeting.

65. Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts

presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors in place of those retiring by rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatsoever of which special mention shall have been given in the notice or notices upon which the meeting was convened.

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

74. 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.

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

76. 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.

77. 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.

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

79. No Shareholder shall be entitled to be present or to vote either personally or by proxy or by attorney at any meeting unless all calls due from him on his shares have been paid.

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

81. 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.

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

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

The Warakande (Ceylon) Estates Company, Limited.

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

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

83. 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.

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

DIRECTORS.

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

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

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

87. The first Directors shall be Mr. John Frederick William Brockman of Owilikande estate, Matale, Ceylon, and Messrs. Thomas Lister Villiers and Daniel Cottier Wilson of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

88. 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.

89. 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.

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

91. 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.

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

93. 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.

94. 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.

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

96. 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.

97. 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.

98. 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.

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

100. 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.

101. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Manager, Managing Director, Visiting Agent, Superintendent, Agent, or Secretary of the Company, or Trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 97.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of six consecutive months.

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

POWERS OF DIRECTORS.

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

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

104. The Directors shall have power from time to time at their discretion to set apart out of the funds of the Company annually before the declaration of a dividend such sums of money as they may think fit to form a reserve fund to meet liabilities and contingencies of the Company, and the moneys so set apart shall not be applicable for any other purpose than for the meeting of liabilities and contingencies of the Company, unless otherwise determined by the Directors, and if they so determine they shall have power at their discretion to apply the same or such portion thereof to meet capital expenditure or to pay or equalize dividends in any year or for such other purpose as the Directors think fit for the benefit of the Company.

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

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

107. The Directors shall have power to provide for a superannuation or pension fund for the Company's employees and to pay into the account of such fund such sums out of the funds of the Company as they shall deem expedient annually before the declaration of a dividend, and the money so set apart shall not be applicable to any other purpose, unless otherwise determined by a special resolution of the Shareholders of the Company.

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

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

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

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

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

112. In furtherance and not in limitation of, and without prejudice to, the general powers conferred or implied in 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 standing to the credit of the funds of the Company or any other moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or realize such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon, or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf,

and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

(a) Upon any Director, Manager, or other officer or servant of the Company retiring from his office or duties to grant him in consideration of his services to the Company such sum of money, pension, or annuity as they may think fit, but in the case of a Director such grant shall be subject to ratification by a General Meeting and shall only become operative on such ratification being obtained.

(b) 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.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

AGENTS AND SECRETARIES.

123. The firm of George Stuart and Company, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

140. 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.

141. The Directors may, if they think fit, determine on and declare an *interim* dividend to be paid, or pay a bonus to the Shareholders provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such *interim* dividend or bonus.

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

143. 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.

144. 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 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.

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

146. 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.

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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.

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

154. 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.

155. Any notice if served by post shall be deemed to have 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.

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

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

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

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

D. C. WILSON, Colombo.

G. P. MADDEN, Colombo.

ROY WILLIAMS, Colombo.

J. M. GLASSE, Colombo.

A. G. MILWARD, Colombo.

C. M. NELSON, Colombo.

J. J. COON, Colombo.

Witness to the above signatures, at Colombo, this Seventeenth day of November, 1927:

[First Publication.]

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

The share capital of the Company is Rs. 100,000, divided into 10,000 shares of Rs. 10 each, with power for the Company to increase or reduce the said capital, and to issue any part of its capital, original or increased, with or without any preference, priority, or special privilege, or subject to any postponement of rights, or to any conditions or restrictions, and so long as the conditions of issue shall otherwise expressly declare, every issue of shares whether declared to be preferred or otherwise, shall be subject to the power hereinbefore contained.

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.
FRANK TROLLOPE, Colombo	One
E. THOMSON, Colombo	One
M. FENTON, Colombo	One
H. FENTON, Colombo	One
JOS. F. MARTIN, Colombo	One
G. T. HALE, Colombo	One
A. DUNCUM, Colombo	One
F. C. GIBBS, Colombo	One
Total Shares taken	Eight

Witness to all the above signatures, at Colombo, this 2nd day of December, 1927 :

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF CEYLON RADIO, 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 "Ceylon Radio, 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.

CAPITAL.

4. The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into 10,000 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 service rendered to the Company and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the 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 Director shall from time to time determine must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased Shareholder, not being one of several joint holders, shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

49. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of repayment of capital, or both, or any 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 resolution could have been effected without it.

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

BORROWING POWERS.

52. The Directors may, from time to time, at their discretion, borrow or secure the payment of any sum or sums of money for the purposes of the Company, provided that the Directors shall not without the sanction of a General Meeting of the Company so borrow any sum of money which will make the amount borrowed for the Company and then outstanding, exceed the sum of 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.

64A. The accidental omission to give notice of any meeting to or the non-receipt of such notice by any of the Shareholders shall not invalidate any resolution passed at any such meeting.

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

74. 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.

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

76. 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.

77. 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.

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

79. 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.

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

81. 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.

82. 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:—

Ceylon Radio, 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.

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

83. 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.

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

DIRECTORS.

85. 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 100 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.

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

87. The first Directors shall be Messrs. H. Fenton and F. Trollop, both of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

89. 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 90.

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

91. 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.

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

93. 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.

94. 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.

95. 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.

96. 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.

97. 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.

98. 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.

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

100. 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.

101. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

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

103. 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, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

105. 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.

106. 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.

107. 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.

108. 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.

109. It shall be lawful for the Directors, if authorized so to do by an extraordinary resolution of the Shareholders of the Company in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may

be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

121. 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.

122. 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.

123. 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.

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

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

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

131. 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.

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

133. 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.

134. 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.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

136. 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.

137. 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.

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

139. Any General Meeting declaring a dividend or bonus may resolve that such dividend or bonus be paid 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 paid-up shares, debentures, or debenture stock of any other company, or in any one or more of such ways; any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalized and distributed amongst the Shareholders in accordance with their rights on the footing that they become entitled thereto as capital, and that all or any part of such capitalized fund be applied on behalf of the Shareholders in paying up in full any unissued shares of the Company and that such unissued shares so fully paid be distributed accordingly amongst the Shareholders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their interest in the said capitalized sum. For the purpose of giving effect to any resolution under this or the last preceding Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than Rs. 10 may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors.

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

141. 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.

142. 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.

143. 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.

144. 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:

145. 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.

146. 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.

147. 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.

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

149. 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.

150. 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.

151. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 147, 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.

152. 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.

153. 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.

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

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

FRANK TROLLOPE, Colombo.

E. THOMSON, Colombo.

M. FENTON, Colombo.

H. FENTON, Colombo.

JOS. F. MARTYN, Colombo.

G. T. HALE, Colombo.

A. DUNCUM, Colombo.

F. C. GIBBS, Colombo.

Witness to all the above signatures, at Colombo, this 2nd day of December, 1927 :

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE DENIYAYA TEA AND RUBBER ESTATES COMPANY, LIMITED.

- 3612
432
144
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216
936
1. The name of the Company is "THE DENIYAYA TEA AND RUBBER ESTATES COMPANY, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The objects for which the Company is established are—
 - (a) To purchase from D. M. Rajapakse, Esq., J.P., U.P.M., of Deniyaya his group of estates consisting of "Deniyaya" and "Downside" situated in Morawak korale of the Southern Province of the Island of 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 estate or estates, land or lands, or any share or shares thereof, and any factories, buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licences, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (e) To clear, open, plant, cultivate, improve, and develop the said properties or any 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, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and reborrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered, if and when necessary or thought advisable, elsewhere than in Ceylon.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z 3) To distribute among the Shareholders in specie any property of the Company whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "persons" 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 100,000 ordinary shares of 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 Shareholders.
R. E. SOUTHWOOD, Colombo	One
P. J. PARSONS, Colombo	One
ARTHUR BOYS, Colombo	One
W. S. FLINDALL, Colombo	One
W. T. HICKS, Colombo	One
W. K. WILSON, Colombo	One
A. DUNCUM, Colombo	One
	Seven

Witness to the above signatures, at Colombo, this 20th day of December, 1927 :

PIET MACK,
Proctor, Supreme Court.

ARTICLES OF ASSOCIATION OF THE DENIYAYA TEA AND RUBBER ESTATES COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

"Shareholder" means any person whose name is entered in the Register of Shareholders as owner or joint-owner of any shares 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 number and *vice versa*.

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 100,000 ordinary shares of Ten Rupees (Rs. 10) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct, and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 31 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, or to any person not approved by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred, and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Fifty cents or such other sum as the Directors shall from time to time

determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased sole Shareholder (other than one of several joint holders) shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

35. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares; or may, subject to the restrictions 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 34, shall not, from any cause whatever, within twenty-four 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 twenty-four calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Four hundred thousand (Rs. 400,000).

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

54. For the purpose of securing the repayment of any such money so borrowed or raised, or for any other purposes, the Directors may grant, create, execute, and issue any mortgages, cash credits, debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any 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 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 any do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and such time as the Shareholders convening the meeting may themselves fix.

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

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

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

65. Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends.

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Deniyaya Tea and Rubber Estates Company, Limited.

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

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

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

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

DIRECTORS.

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

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

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

89. The persons hereinafter named shall be the first Directors, that is to say, John Anning Loram of Colombo, Don Mathew Rajapakse of Deniyaya, Ralph Edgar Southwood of Colombo, and Lewis Morris Wallace Wilkins of Bentota. The first Directors shall hold office till the First Ordinary General Meeting of the Company when they shall retire but they shall be eligible for re-election.

90. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, Managing Director, and (or) Agent, 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, or Superintendent.

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

103. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Superintendent, Visiting Agent, Manager, Managing Director, Agent, or Secretary of the Company or trustee for debenture holders.

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

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

POWERS OF DIRECTORS.

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

105. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

122. All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minutes 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.

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

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

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

126. The 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, 1901," 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, and the statement, report, and balance sheet shall be signed by the Directors.

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. All the accounts of the Company shall be audited at least once in each year and the correctness of the balance sheet ascertained by one or more Auditors.

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

138. The Directors may, 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.

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

140. Any General Meeting declaring a dividend or bonus may resolve that such dividend or bonus be paid 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 paid-up shares, debentures, or debenture stock of any other company, or in any one or more of such ways; any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalized and distributed amongst the Shareholders in accordance with their rights on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of the Shareholders in paying up in full any unissued shares of the Company and that such unissued shares so fully paid be distributed accordingly amongst the Shareholders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their interest in the said capitalized sum. For the purpose of giving effect to any resolution under this or the last preceding Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than Rs. 10 may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors.

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

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

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

144. 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 out into a post office or post box.
152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 149 shall not be entitled to be given any notices.
153. All notices required to be given by advertisement shall be published in the *Ceylon Government Gazette*.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

155. Any Shareholder, whether a Director or not, and whether alone or jointly with any other Shareholder or Director, and any person not a Shareholder, may become the purchaser of the property of the Company or any part thereof in the event of a winding up or a dissolution, or at any other time when sale of the Company's property or effects or any part thereof shall be made by the Directors under the powers hereby or under the Ordinance conferred upon them.
156. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the 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 of division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908, in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforesaid Companies (Consolidation) Act and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

R. E. SOUTHWOOD.
P. J. PARSONS.
ARTHUR BOYS.
W. S. FLINDALL.
W. T. HICKS.
W. K. WILSON.
A. DUNCUM.

Witness to the above signatures, at Colombo, this 20th day of December, 1927 :

PIET MACK,
Proctor, Supreme Court.

MEMORANDUM OF ASSOCIATION OF THE "LAKMINA" PUBLISHING COMPANY, LIMITED.

1. The name of the Company is the "Lakmina" Publishing Company, Limited.
2. The registered office of the Company shall be situated in Colombo.
3. The objects for which the Company is established are—
 - (a) To purchase and take over as a going concern the business of newspaper publishers and printers and the "Lakmina" newspaper and connected publications and all other assets of the said business.
 - (b) To carry on in Ceylon business as newspaper proprietors and publishers, news agents, journalists, reporters, stationers, printers, type founders, block makers, envelope manufacturers, bookbinders, account book makers, box makers, and dealers in, or manufacturers of, any other articles or things of a character similar to the foregoing or any of them or connected therewith.
 - (c) To acquire by purchase or otherwise or to establish periodicals, newspapers, magazines, books, journals and other literary works or the goodwill thereof, and to carry on the same.
 - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, compositors, binders, machine minders, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate at such rate as shall be thought fit.
 - (e) To pay all or any expenses incurred or in connection with or incidental to the formation, promotion, and incorporation of the Company, or to pay brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stock, or securities of the Company.
 - (f) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Rs. 25,000 (Twenty-five thousand Rupees), divided into two thousand five hundred shares of Rs. 10 each, with power to increase or reduce the capital.

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.
GEO. E. DE SILVA, Proctor, Kandy	Fifty (50)
H. SEDIAS DE SILVA, Planter, Mahawela, Matale	Fifty (50)
T. G. JAYAWARDENA, Proctor, Ambalangoda	Fifty (50)
M. G. PEREIRA, Doctor, Beruwala	Fifty (50)
FRANCIS WICKREMESURIYA, Planter, Ambalangoda	Fifty (50)
K. T. E. DE SILVA, Proctor, Ambalangoda	Fifty (50)
A. A. DE SILVA, Journalist, Colombo	Fifty (50)
Shares taken ..	350

Witness to above signatures, at Colombo, this 5th day of January, 1928 :

[First Publication.]

S. F. DE SILVA.

The Honiton Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Honiton Rubber Company, Limited, will be held at the registered office of the Company, "Hedges Buildings," Nos. 76/77, Colpetty road, Colombo, on Tuesday, January 24, 1928, at 2.30 P.M.

Business.

To consider and, if approved, to confirm the following special resolution passed at the Extraordinary General Meeting of Shareholders held on Monday, December 5, 1927, at 2.45 P.M., viz:—

That the Articles of Association of the Company be altered as follows:—

(a) By the addition of the following Article after Article 64:—

Article 64a.—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.

(b) By deleting Article 110 and substituting therefor the following Article:—

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

By order of the Board.
LEE. HEDGES & CO., LTD.,
Colombo, January 11, 1928. Agents and Secretaries.

2036-
No 720

CEYLON CHAMBER OF COMMERCE.

"THE CHAMBER OF COMMERCE ORDINANCE, 1895."

It is hereby notified that at a General Meeting of the Ceylon Chamber of Commerce duly convened and held at their Rooms on Monday, December 12, 1927, at 3 P.M., the Rules and relative appendices appearing as a Schedule to "The Chamber of Commerce Ordinance, 1895," as published in the Revised Edition (1923) of the Legislative Enactments of Ceylon were cancelled and repealed, and that the following Rules and relative appendices were, in pursuance of the provisions of sections 5 to 7 of the above-mentioned Ordinance, duly confirmed, approved, and adopted as the rules and regulations of the Ceylon Chamber of Commerce in substitution for and to the exclusion of all the existing Rules and relative appendices.

Chamber of Commerce Buildings,
Colombo, January 4, 1928.

C. F. WHITAKER,
Secretary.

SCHEDULE.

1. This Corporation be styled "The Ceylon Chamber of Commerce."

2. All firms and persons engaged in the general trade of Ceylon and willing to aid in carrying into effect the objects of the Corporation shall be admissible as Members. On the expiry of the period of one calendar month after receipt by the Secretary from any firm or person desirous of joining the Corporation of notice of his intention to apply for election, the firm or person giving such notice shall be balloted for under the provisions of Rule 3. Such notice shall be accompanied by the names and addresses of the Members of this Chamber who will respectively propose and second the applicant for election in accordance with Rule 3. Forms of notice of intention to apply for election may be obtained from the Secretary.

3. Every person or firm desirous of joining the Corporation shall be proposed by one Member, seconded by another, and shall be balloted for by the whole Corporation in the following manner:—

Within one week from the receipt of the proposal, the Secretary shall send in a closed envelope to each Member of the Corporation a voting paper, on which shall appear the name and profession of the candidate, and the names of his proposer and seconder, with spaces for recording the vote for or against. These voting papers shall be returned to the Secretary in closed envelopes within one week, and provided 50 per cent. of these voting papers shall have been returned, they shall be opened by the Board of Directors at their next meeting thereafter.

A minimum return in good order of 50 per cent. of the aggregate number of voting papers sent out shall be required to validate an election, one adverse vote in 5 votes, or in any case a total of 15 adverse votes to exclude.

Forms of application for election may be obtained from the Secretary.

4. The Corporation reserves to itself the right to expel any Member in case of need, to be decided at a General Meeting on ten days' previous notice, by a majority of three-fourths of the Members present.

5. The Board shall appoint a Treasurer to receive fees, subscriptions, and fines, and to make such payments as shall be authorized by the Board.

6. The Treasurer shall receive and keep accounts of all the moneys and funds belonging to the Corporation, and shall pay all claims, loans, advances, and expenses authorized by the Board of Directors. He shall also prepare and submit quarterly to the said Board an account of the transactions of the Corporation.

7. The Board shall meet for the despatch of business as often as occasion may require, or when summoned by the Chairman or on the requisition of two Members of the Board. The business to be brought before them in each of such latter cases shall be intimated in the notice convening such meeting. Four Members of the Board, exclusive of the Secretary, to form a quorum.

8. All questions before the Board shall be decided by a majority, the Chairman having the deciding or casting vote; and in all cases where three of the Board dissent, they shall have the privilege of referring the question to the decision of the Chamber of Commerce at a General Meeting.

9. The Board shall have the power of disposing of all matters not specially referred to a General Meeting.

10. Should any vacancy occur in the office of Chairman or Vice-Chairman or in the Board of Directors by the death, resignation, or absence for more than two months from the Colony, of such Chairman, Vice-Chairman, or any Member of the Board of Directors, or in the event of such Chairman, Vice-Chairman, or Member ceasing to be a Member of the Corporation, or for any other reason, it shall be lawful for the remaining Members of the Board to elect any Member of the Corporation to fill the vacancy caused thereby. The Member so elected shall hold office until the next ensuing Annual General Meeting.

11. It shall be lawful for the Corporation by resolution passed at any General Meeting to remunerate the services of any Member or Members of the Board of Directors, and from time to time to fix the amount of such remuneration, and to require such security from such Member or Members so remunerated as may be deemed sufficient.

12. A Secretary shall be appointed by the Committee subject to confirmation at next ensuing General Meeting to take charge of the correspondence and records of the Corporation, and perform such other duties as the Board may direct. The Secretary shall be entitled to draw such salary as may be fixed upon from time to time by the Committee.

13. The Secretary, upon the request of the Board of Directors, or upon the written requisition of six or more Members of the Corporation, shall call a General Meeting. Such General Meeting shall be held within twenty days after the receipt of such requisition.

Election of
Members.

Election of
Members.

Expulsion of
Members.

Treasurer.

Accounts.

Meetings of
Board of Directors.

Decision on
questions before
the Board.

Powers of Board.

Vacancy in
Board of Directors.

Remuneration to
Members.

Secretary.

General Meetings.

14. No General Meeting shall be held unless a quorum consisting of fifteen Members be present, and unless at least fourteen days' notice, specifying the time and place of such meeting and the purpose for which it is to be held, has been given to the Members of the Corporation, by posting such notice to the address of each Member; and no business shall be brought before or transacted at such meeting other than the business specified in such notice, or the business of which any Member desirous of bringing it forward by motion shall have entered a notice in a book to be kept for the purpose at least seven days before the date of such meeting.

15. A General Meeting of the Members of the Corporation shall be held during the month of January in each year, or as soon thereafter as may be convenient in view of the business to be prepared. At every such meeting the Minutes of the proceedings of the Board and an account of receipts and disbursements during the previous year, prepared by the Treasurer and duly audited, shall be submitted to the said Corporation. Such meetings shall be called Annual General Meetings.

Retirement of
Board of Directors.

16. At every Annual General Meeting the Chairman and Vice-Chairman and all other Members of the Board shall retire, but shall be eligible for re-election.

Retiring Directors
to nominate
suitable successors.

17. The retiring Directors shall, before their retirement from office not later than twenty-one days before the date of the next Annual General Meeting, nominate suitable Members who are willing to serve as Directors, and indicate the interests, which, in their opinion, it is desirable shall be specially represented on the Board.

Voting papers for
election of
Directors.

18. The Secretary shall issue voting papers numbered and signed by him not later than fourteen days before the date of the Annual General Meeting, on which shall be included the names nominated as above, and any further names of suitable Members nominated to serve as Directors received by the Secretary not later than January 21, if supported by four or more Members of the Corporation. Provided, however, that if only ten or a lesser number of nominations are made under this and the preceding Rule, the Members so nominated shall be deemed to have been duly elected as Directors without the necessity of a ballot.

Election of
Directors.

19. The election of Directors shall be determined by the majority of the votes of Members on such voting papers, which shall be returned to the Secretary within seven days after issue. The ten Members who shall receive the largest number of votes shall be elected. The ten Directors so elected shall have the power to elect one or two further Directors, as they may decide, to secure the representation on the Board of Directors of an interest or interests which are not already represented or which they may consider to be not sufficiently represented on the Board of Directors. In case any question shall arise as to which of any Directors who have the same number of votes shall be elected, the same shall be determined by lot in such manner as the Board may from time to time so direct. No voting papers shall be used unless signed by the Secretary and returned as provided above, and no votes shall be considered unless given for Directors duly nominated as above provided.

Examination of
voting papers.

20. On the return of the voting papers they shall be examined by the Secretary and two scrutineers appointed by the Committee, and Members shall immediately thereafter be informed of the result of the ballot.

Election of
Chairman and
Vice-Chairman.

21. The new Directors shall not assume office until after the General Meeting, but shall assemble prior to the General Meeting for the purpose of electing a Chairman and Vice-Chairman whose names shall be submitted to the General Meeting for confirmation.

Proxies.

22. Members whose place of business is beyond the Municipal limits of Colombo may vote at General Meetings of the Chamber on any question by proxy, such proxy to be given only to a Member of the Corporation.

Annual Report.

23. A yearly report of the proceedings of the Board shall be prepared, printed, and circulated for the information of Members of the Chamber at least three days previous to the Annual General Meeting. Such report shall be submitted to the Annual General Meeting for confirmation, and shall be confirmed or otherwise dealt with or disposed of as the meeting shall determine.

Publication of
Proceedings.

24. The Board shall determine what may be published and what not, in connection with the proceedings of the Corporation.

Books, papers, &c.
not to be removed.

25. No books, papers, or documents of any kind whatever shall be removed from the offices of the Corporation without the sanction of the Secretary, or, in his absence, of the Chairman or of a Member of the Board.

Minute Books, &c.

26. The Minute Books of the Corporation and the other documents connected with the meetings shall be kept under lock and key in charge of the clerk, to whom application must be made by Members of the Corporation who wish to inspect them.

Discussions of the
Board.

27. The result of the discussions of the Board according to the Minutes shall be considered public; all other statements confidential.

Information to
Non-Members.

28. No information shall be given to Non-Members except by or with the sanction of the Chairman, Secretary, or a Member of the Board.

Funds of the Corporation.

Funds.

29. To provide a suitable establishment and to defray current expenses, a fund shall be raised by entrance and other fees, quarterly subscriptions, and fines, and also by the rents and annual income of the property of the Corporation.

Entrance fee,
subscriptions, &c.

30. The entrance fee for each Member or firm shall be fixed at seventy-five rupees, and the quarterly subscription for all Members at twenty-five rupees, payable in advance, to be collected by the Treasurer and carried to the General Funds of the Corporation, with the amount of such fines and fees as shall hereafter be provided.

Admission to
rooms.

31. One subscription for any one firm shall be sufficient, and shall afford admission to the rooms of the Chamber to all members of that firm, whether partners or representatives; but where only one entrance fee and subscription has been paid by a firm, such firm shall be entitled to only one vote. Provided that when there is a change in the style of a firm, such firm shall be required to be proposed again as Members, and shall, if required to do so by the Directors at their direction, pay a new entrance fee.

Change in style
of a firm.

Duties of Members.

32. No vote shall be allowed to a Member whose subscription has been in arrear for three months. No vote when subscription in arrear.
33. Any firm or person suspending payment shall thereupon cease to be a Member of the Corporation. Cessation of Membership.
34. Any Member of the Corporation may resign his Membership on giving to the Secretary of the Corporation a notice in writing to that effect; but if such notice be not received before January 1 of any year, such Member shall be liable for the subscription for that year, and for such further liability as may accrue under clause 12 of "The Chamber of Commerce Ordinance, 1895." Any Member of the Corporation whose subscription shall be six months in arrear shall cease to be a Member, and his name shall be removed by the Board of Directors from the list of Members after one month's notice of such default. Resignation of Membership.
Removal of name of Member.
35. No two Members of the same firm shall be eligible to be elected as Directors of the Board at one and the same time. Two Members of same firm not eligible as Directors.
36. A Member of the Board of Directors may be either an individual, or a partner of any firm, or a Director of a company with limited liability incorporated in Ceylon, or a person holding a Power of Attorney from a company with limited liability incorporated outside Ceylon, or a person authorized to sign the name of a firm *per procuracionem*, or to sign *per procuracionem* on behalf of a company with limited liability; provided that such individual, firm, or company shall be a Member of the Corporation. Eligibility to serve as a Member of the Board.

Powers of Directors.

37. The Board of Directors shall have power to purchase and/or take on lease any lands or buildings for and on behalf of the Corporation, at or for such price or prices, and/or for such rent or rents, and under such title and upon such terms and conditions as the Board shall think fit and proper, and also to erect and construct any building or buildings on any land or lands purchased or to be purchased as aforesaid. They shall also have power, with the consent of the majority of the Members of the Corporation present in person or by proxy at any General Meeting, to sell the whole or any part or parts of the property of the Corporation, whether movable or immovable. Powers of Directors.
38. The Board of Directors shall also have power to lease any lands or buildings or any parts or parts thereof respectively belonging to the Corporation, for such periods, and at such rents, and upon such terms and conditions as they shall think fit and proper.
39. The Board of Directors shall pay out of the funds of the Corporation all costs and expenses paid or incurred in and about the incorporation of the said Chamber of Commerce, the purchase and erection of the said lands and buildings, and otherwise in or about the working and business of the Corporation. Payments from funds.
40. The Board shall have power to make, and may make, rules or regulations for the management of the property of the Corporation; and for that purpose and for the administration of the affairs and business of the Corporation the Board may appoint officers, clerks, and servants, with such remuneration and at such salaries as they may consider advisable, and may pay the expenses occasioned thereby, as well as the current expenses for periodicals, house rent, or otherwise, out of the funds of the Corporation; and should such expenses exceed the amount of the annual income of the Corporation, the deficit shall be borne by the Members of the Corporation in equal proportions. Provided that the contribution of each Member towards such deficit shall not exceed the sum of one hundred rupees in any one year, every such contribution being exclusive of the liability of each Member of the Corporation under section 12 of Ordinance No. 10 of 1895. The Board may also from time to time remove or suspend all or any of the officers, clerks, or servants for such reasons as they may think proper and advisable and without assigning any cause. Provided that the said Board shall not exercise any powers which are by Ordinance No. 10 of 1895, or by any rule or rules for the time being of the Corporation declared to be exercisable by the Corporation in General Meeting. Rules for management of property.
Appointment of servants.
41. The Board shall also have power to open, from time to time, on behalf of the Corporation, any account or accounts with such bank or banks as they may select or appoint, and also by such signatures as they shall appoint to draw, accept, make, endorse, sign, and enter into cheques, bills of exchange, promissory notes, bonds, mortgages, appointments to any proctor or proctors, contracts, or agreements on behalf and for the purposes of the Corporation. They shall also have power to place the whole or any part of the funds of the Corporation in fixed deposit in one or more of the local banks, or to invest the same in Ceylon or Indian Government securities, or securities of the Government of the United Kingdom, or by way of loan or loans to any public company or public companies registered in Ceylon, or by way of loan or loans on a primary mortgage of immovable property in Ceylon as they may think fit. Excess of expenditure over income to be by Members.
Removal and suspension of servants.
42. The Board of Directors shall exercise in the name and on behalf of the Corporation all such powers of the Corporation as are not expressly required to be exercised by the Corporation in General Meeting. Bank accounts.
43. The Board of Directors shall have power to place the rooms of the Corporation at the disposal of other meetings, or to hire them for the purpose of public sales at times when they are not required for the use of the Corporation. Investment of funds.
44. The Board of Directors shall have power from time to time, at their discretion, to borrow money for the purpose of the Corporation, to such an extent, in such manner, and upon such terms and conditions as they may think fit, and for such purposes to grant bonds, promissory notes, bills, debentures, interest, warrants, bonds for cash credit, trust deeds or other documents, to issue letters of credit, and to grant mortgages or other deeds or instruments of security over all or any of the lands, buildings, and property and assets of the Corporation. Powers to be exercised by Board.
45. In furtherance and not in limitation of and without prejudice to the general powers conferred by these rules, it is hereby expressly declared that the Board of Directors shall have the powers following, that is to say: Hiring of rooms, &c.
- (a) To institute, conduct, defend, compromise, settle, or abandon any legal proceedings on behalf of the Corporation, and also to compound and allow time for payment or satisfaction of any debts due to or from the Corporation, and any claims or demands by or against the Corporation. Directors to have power to borrow money, &c.
- General powers of Directors.

- (b) To refer any claims or demands by or against the Corporation to arbitration, and observe and perform the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Corporation and for claims and demands by the Corporation.
- (d) To act on behalf of the Corporation in all matters relating to bankrupts and insolvents.

Resolution of Board in writing.

46. A resolution of the Board in writing, signed by all the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

Meetings.

Chairman or Vice-Chairman to preside.

47. The Chairman, or in his absence the Vice-Chairman, shall preside over the meetings of the Board of Directors; but if the Chairman or Vice-Chairman be not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

Validity of acts of the Board.

48. All acts done by any meeting of the Board of Directors or by any person acting as Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid on that day, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed, and was qualified to be a Director.

Minutes.

49. The Board shall cause minutes to be made in a book or books to be provided for and used solely for that purpose:—

- (1) Of all appointments of officers made by Directors;
- (2) Of all the names of Directors present at each meeting of the Directors;
- (3) Of all orders made by the Directors; and
- (4) Of all resolutions and proceedings of meetings of the Corporation and of the Directors.

And any such minute as aforesaid, if signed by any person purporting to be the Chairman of any meeting of the Board, shall be receivable in evidence without any further proof.

Chairman of General Meetings.

50. In the absence of the Chairman, the Vice-Chairman shall preside over the General Meetings; and if the Chairman and Vice-Chairman be both absent, the Members present shall choose one of their number to be Chairman of such meeting.

Adjournment of meetings.

51. 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. At any General Meeting, unless a poll is demanded by at least two Members, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the book of proceedings of the Corporation shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

Declaration by Chairman to be evidence of resolution carried.

Poll.

52. If a poll is demanded, the same shall be taken in such manner as the Chairman directs, and the result of such poll shall be deemed to be the resolution of the Corporation in General Meeting. In case of an equality of votes at any meeting of the Corporation, the Chairman of the meeting shall have a casting vote.

Enemy subjects Membership to terminate.

53. Any Member of the Corporation who is a subject of a country between which and Great Britain a state of War exists shall, *ipso facto*, cease to be a Member.

Miscellaneous.

Tonnage, scale, &c.

54. The tonnage scale of Ceylon shall be that detailed in Appendix A; the stowage rules for oil and plumbago, and for coconut oil in iron or steel drums shall be those detailed in Appendices K and L respectively; the rules applying to the dimensions, construction, and stowage of coconut oil in steel cylindrical packages, shall be those detailed in Appendix M; the rules for the measurement of baled fibre and the fees chargeable thereunder shall be those detailed in Appendix N; and the rules for the registration of piece goods, letters and numerals, and combinations thereof, shall be those detailed in Appendix O.

Rate of exchange for freight.

55. The rate of exchange at which freight "payable in sterling" or is equivalent in Ceylon "at the rate of exchange of the day," or "as customary," shall be payable in the currency equivalent at the bank selling rate for a demand draft on London on the date the vessel is entered at the Customs house.

Cases of reference to the Board.

56. In all cases of reference submitted to the Board of Directors for their decision the Board is empowered to determine the fees and the party or parties by whom the same shall be paid.

Evidence, &c., to be received.

57. No reference to the Board of Directors shall be entertained unless the points at issue are first submitted in writing; and it shall be entirely a matter for the decision of the Board with reference to the circumstances of each case whether they receive *visu voce* statements and verbal evidence or not.

Bye-laws and conditions of sale.

58. The bye-laws regulating the selling and the conditions of sale of articles of produce shall be those detailed in Appendices B, C, D, E, H, I, and J.

Rates of Commission, brokerage, &c.

59. The rates of commission, agency, charges, and brokerage approved by the Corporation are those detailed in Appendix F.

Arbitrators', surveyors, awards, and reports.

60. The appointment of arbitrators and surveyors shall be made, and arbitration awards, and survey reports shall be certified by the Corporation on the conditions and terms detailed in Appendix G.

Amendment of Appendices.

61. The Corporation may from time to time, as and when occasion may require, at a General Meeting, cancel, alter, add to, or amend any of the Appendices A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O, and adopt, cancel, alter, add to, or amend any other Appendix or Appendices that may, at any time hereafter, be duly passed at a General Meeting.

Interpretation of Chamber of Commerce Ordinance.

62. In case any doubt or ambiguity shall arise, or any controversy shall take place among the Members of the Corporation or of the Board of Directors on the subject of the interpretation of this Ordinance, or as to the powers of the Board of Directors, the same shall be referred to the Attorney-General for the time being, or, should he decline to act, to such person or persons as the Corporation at a General Meeting or the Board of Directors, as the case may be, shall determine, and the decision of the Attorney-General or of such person or persons shall be final and conclusive.

Repeal of previous rules.

63. The rules set forth in the Schedule to "The Chamber of Commerce Ordinance, 1895," and as appearing in the Revised Edition (1923) of the Legislative Enactments of Ceylon, shall be and are hereby repealed.

APPENDIX A.

Tonnage Scale.

Articles.	Colombo.		Articles.	Colombo.	
	Steamer.	To the Ton.		Steamer.	To the Ton.
Acacia Bark, in bags or bales	8 cwt.	D	Divi Divi, in bags	16 cwt.	D
Alcohol, in casks	14 cwt.	S	Empty Beer Barrels, Hogsheads, in shooks	10 cwt. or 50 ft.	D*
Alcohol, in drums	18 cwt.	S	Fish Oil, in casks	14 cwt.	S
All articles not enumerated in pressed bales	50 ft.	S	Fish Oil, in steel barrels	15 cwt.	S
All articles not enumerated in cases	50 ft. or 20 cwt.	D*	Gambier, in bags	10 cwt.	D
All articles not enumerated in bundles	10 cwt.	D	Garnetore	20 cwt.	D
Annatto, in bags	16 cwt.	D	Ground Nuts, shelled, in bags	16 cwt.	D
Apparel, in boxes	50 ft.	D	Ground Nuts, unshelled, in bags	8 cwt.	D
Arecanuts, in bags	16 cwt.	D	Hemp Sisal	50 ft.	S
Arrack	210-250 gals.	D	Hides and Skins, in pressed bales	50 ft.	S
Arrowroot, in bags	16 cwt.	D	Hides and Skins, loose and in small bundles	14 cwt.	D
Betel Nut, in bags	16 cwt.	D	Horns, Buffalo, Cow, or Deer, in bundles	16 cwt.	D
Camphor	50 ft.	D	Indigo	50 ft.	S
Cardamoms, in bags	12 cwt.	D	Indigo Paste, in cases	50 ft.	S
Cardamoms, in cases	50 ft.	D	Iron, Old and Scrap	20 cwt.	D
Cellulose, in bags	8 cwt.	S	Jute	50 ft.	S
Cellulose, in robbins	14 cwt.	S	Kapok, in pressed bales	50 ft.	S
Cigars	50 ft.	D	Kapok Seeds, in bags	16 cwt.	D
Cinchona Bark and Chip, in bags	800 lb.	D	Kekuna Seed	16 cwt.	D
Cinchona Bark and Chips, in pressed bales	50 ft.	S	Kitul Fibre, in bundles	10 cwt.	D
Cinnamon, in cylindrical bales	1,200 lb.	S	Kitul Fibre, in pressed bales	50 ft.	S
Cinnamon, in cases or machine pressed bales	50 ft.	S	Kola Nuts, in bags	16 cwt.	D
Cinnamon Chips, in bags or unpressed bales	800 lb.	D	Lead Dross, packed in bags or barrels	20 cwt.	D
Cinnamon, in cases or machine pressed bales	50 ft.	S	Maldive Fish, in bags	16 cwt.	D
Cinnamon Oil, in cases	50 ft.	D	Measurement Goods, in bales	50 ft.	S
Citronella Oil, in cases	50 ft.	D	Measurement Goods, in cases	50 ft.	D
Citronella Oil, in drums	18 cwt.	S	Mica	20 cwt.	D
Cloves, in bundles	10 cwt.	D	Monazite, in drums or bags	20 cwt.	S
Cacao Leaves, in bags or pressed bales	50 ft.	S	Motor Cars (uncased)	50 ft.	D
Cacao, in bags	14 cwt.	D	Motor Tyres, loose, and in bundles	10 cwt.	D
Cacao, in casks	14 cwt.	D	Myrabolams, in bags	16 cwt.	D
Cacao, in cases	50 ft.	D	Nitrate of Lime, in bags	20 cwt.	D
Coconuts, in bags	14 cwt. gross delivered	D	Nitrate of Lime, in drums	50 ft.	D
Coconuts, unhusked, loose	1,000 nuts	D†	Nux Vomica	16 cwt.	S
Coconuts, unhusked, in bags	14 cwt.	D	Oil Cake Poonac, in bags	17 cwt.	D
Coconuts (desiccated), in cases	50 ft.	D	Oil Cake Poonac, in robbins	20 cwt.	S
Coconut Shavings (dried), in bags	12 cwt.	D	Orchilla Weed, in bags or bundles	12 cwt.	D
Coconut Oil, in bulk	20 cwt.	S	Orchilla Weed, in pressed bales	50 ft.	S
Coconut Oil, in cases	50 ft.	S	Palmyra Fibre, in bundles	10 cwt.	D
Coconut Oil, in casks	14 cwt.	S	Palmyra Fibre, in pressed bales	50 ft.	S
Coconut Oil, in drums	15 cwt.	S	Palmyra Mats, in bales	50 ft.	S
Coconut Oil, in steel cylindrical packages	20 cwt.	S	Pepper, in bags	16 cwt.	D
Coconut Shell Charcoal	12 cwt.	D	Pig Lead	20 cwt.	D
Coffee, in bags	16 cwt.	D	Pineapple, canned, in cases	50 ft.	S
Coffee, in casks	14 cwt.	D	Plumbago, in bags or barrels	20 cwt.	D
Coir, in pressed bales	50 ft.	S	Rice, in bags	20 cwt.	S
Coir, in bundles or loose ballots	6 cwt.	D†	Rubber, in cases or pressed bales	50 ft. or 20 cwt.	D*
Coir, in dholls	6 cwt.	D†	Rubber, in bags	50 ft.	S
Coir Bags, in bales	50 ft.	S	Rubber Latex, in steel cylindrical packages	20 cwt.	S
Coir Rope, in coils	8 cwt.	D	Rubber Latex, in cases	50 ft.	D
Coir Yarn and Fibre, in screwed bales	50 ft.	S	Rubber Seed, in cases	50 ft.	D
Coir Yarn and Fibre, in bundles, ballots, or dholls	6 cwt.	D†	Rubber Seeds, in bags	16 cwt.	D
Coir Yarn, in coils	8 cwt.	D	Rubber Seed Oil, in drums	15 cwt.	S
Coir Bristle Fibre, in ballots	10 cwt.	D†	Rubber Stumps, in cases	50 ft.	D
Coir Bristle Fibre, in pressed bales	50 ft.	S	Sandalwood and Sapanwood	10 cwt.	D
Coir Bristle Fibre, in cases	50 ft.	D	Senna, in bales	50 ft.	S
Coir Matting, in rolls	50 ft.	S	Sesamun Seeds, in bags	16 cwt.	D
Copper Ingots	20 cwt.	D	Shells, Oyster, rough, in bags	16 cwt.	D
Copra, in pressed bales	50 ft.	S	Silver and/or Valuable Cargo	3 per cent. ad valorem	
Copra, in bags, cut	12 cwt.	D	Sugar, in bags	20 cwt.	S
Copra, in bags, uncut	10 cwt.	D	Tamarind, in bundles	17 cwt.	D
Cotton, in pressed bales	50 ft.	S	Tea, in cases or chests	50 ft.	D
Cotton Seed, in bags	16 cwt.	D	Tea, in bags	50 ft.	D
Cowries, in bags	20 cwt.	D	Tea Sweepings, in bags	12 cwt.	D
Croton Seed, in bags	16 cwt.	D	Tea Sweepings, in pressed bales and cases	50 ft.	D
			Timber, square planks	50 ft.	S
			Timber, planks	50 ft.	S
			Vanilla, in cases	50 ft.	D
			Woods, Ebony, Satin	20 cwt.	D

The standard ton of Colombo for ships and steamers for measurement of goods is 50 cubic feet.

* At ship's option. D signified nett delivered. S signified nett shipped.

† As broken stowage.

APPENDIX B.

Bye-laws and Conditions of Sale of Tea by Auction, and Forms of Green Tea and Forward Tea Contracts.

BYE-LAWS.

1. Sales shall be held weekly on Tuesdays, commencing at 10 A.M., at the Chamber of Commerce Sale Rooms, unless otherwise specially arranged by the Committee of the Colombo Tea Traders' Association, hereinafter referred to as the Association.
2. Prices realized for individual lots at such sales shall not be published.
3. No Teas shall be catalogued until they have arrived, and catalogues shall be closed by 5 P.M. on the Monday previous to the sale, unless otherwise specially arranged by the Committee of the Association.
Samples and catalogues for Tuesday's sale shall be delivered to Buyers not later than 10 A.M. on the previous Friday.
4. No Teas shall be catalogued for sale except through Members of the Colombo Tea Traders' Association as Principals or unless they are guaranteed by the Selling Broker as first-hand Teas on garden account, or unless they are first bulked and re-packed in the store of a Member of the Association and remain there pending delivery.
5. 1,000 lb. of Tea and upwards shall constitute a large break, a smaller quantity being regarded as a small break, but no lot of less than 500 lb. shall be catalogued except Dust and Fannings in which cases no lot of less than 300 lb. shall be catalogued.

Conditions of Sale.

1. The highest bidder shall be the purchaser and any dispute that may arise shall be settled by the Selling Broker, who shall not declare the name of the Buyer until after the lot is knocked down, unless in his opinion there shall be any uncertainty as to the actual bidder. The Seller of the Tea or any agent employed by him shall have the right to bid.
2. All Teas shall be sold by the lot at so much per lb. free of any Export Duty, which duty, if any, shall be payable by the Seller. No less advance than one cent per lb. to be made on any previous bid. When a bid is registered by the Selling Broker the bidder shall have the right to claim the Tea at any advance in price, such bids to be binding until 1 P.M. of the day following sale.
3. A deposit of 10 per cent. shall be made if required at the moment a lot is knocked down, failing which it shall be immediately put up for re-sale.
4. All Teas shall be paid for on catalogued weights (less 4 lb. sample allowance on large breaks, and 3 lb. on small breaks) on or before prompt day, which shall be five days from date of sale, Sundays and Bank Holidays excepted. On receipt of payment the Seller shall issue a delivery order in favour of the Buyer who shall thereupon take delivery at Seller's stores. Should payment not be made before noon on prompt day the Seller shall have the right, on giving notice in writing to the Buyer, to re-sell the lot or lots at the risk of the Buyer, who shall be liable for any loss resulting from such re-sale. Buyers of Tea shall take delivery of their purchases within twelve working days, after prompt day. The Tea, notwithstanding the fact that it may have already been paid for, shall be at Seller's risk (to the amount of the contract value only) for two working days after prompt day, unless previously delivered, and thereafter (except in the case of any dispute or disagreement arising, in which event it shall remain at Seller's risk pending settlement of such dispute or disagreement) it may remain in Seller's stores at Buyer's risk (except in the case of loss or damage to Tea by fire, which shall be at Seller's risk) for a further ten working days without any liability on the part of the Buyer for storage. If the Buyer shall not have taken delivery of Tea purchased by him within the period of twelve working days after prompt day, the Tea, so long as it remains in Seller's stores, shall be at Buyer's risk absolutely (except only in respect of loss or damage to Tea arising from the Seller's own negligence or wilful act) and he shall in addition pay the Seller storage charges calculated at six cents per day per full chest and four cents per day per half chest until he shall take delivery thereof. Provided that any payment by the Buyer to the Seller on account of storage charges as aforesaid shall not make the Seller liable in any way whatsoever for any loss or damage to Tea from whatever cause arising other than the Seller's own negligence or wilful act.
5. If required by the purchaser two separate delivery orders shall be granted for any parcel of Tea consisting of or over 20 chests or 35 half chests.
6. The Selling Broker shall open, inspect, and sample the Tea. The sample in the case of a large break shall consist of 4 lb. and a small break 3 lb. Four packages of a large break and three packages of a small break shall be sampled, 1 lb. exactly being drawn from each package. Where there are only two packages, 1½ lb. shall be drawn from each package. All packages sampled shall be marked accordingly by prominently stencilling the letter "S" thereon. Provided the samples so drawn are found to be similar, and of equal quality, such sampling as aforesaid shall be considered sufficient, but should there be any variation in quality every package shall be sampled, an equal quantity of Tea being drawn from each package. No sampling whatsoever shall be done unless the entire lot shall have arrived at Seller's stores. Catalogues shall state whether or not Teas are bulked and hooped, and in the case of Teas not bulked every package shall be sampled, an equal quantity being drawn from each package.
7. All Teas offered for sale shall be packed in good merchantable packages and the Selling Broker shall declare in his catalogue whether such packages are "momi," "native wood," "patent," or "metal." All Teas in packages over 28 lb. gross, packed with lead under 4 oz., shall be so declared.
8. (a) All packages shall have the gross and nett weights marked thereon previous to being offered for sale, and in the event of a shortage in weight being proved to the satisfaction of the Seller he shall be liable for such shortage, and also for the cost of weighing, which shall not exceed 12½ cents per package.
(b) All objections as to quality, description, packing, or weights must be made on or before the tenth day after date of sale, Sundays and Bank Holidays excepted.
9. Brokers buying or selling Tea shall declare in writing their principals immediately after the sale, otherwise they themselves shall be held responsible as principals.
10. Should any dispute or disagreement arise between Buyer and Seller the same shall be referred to the arbitration of one arbitrator to be appointed by both parties; or, if the parties cannot agree as to an arbitrator, to the arbitration of two arbitrators, one to be appointed by each party. The arbitrators shall, before proceeding with the business of the arbitration, appoint an umpire, to the arbitration of whom shall be referred all questions on which the arbitrators are unable to agree. The award of such arbitrator, arbitrators, or umpire (as the case may be), shall be final, conclusive, and binding on all parties. If either party shall refuse or neglect to appoint an arbitrator within three days after the other party shall have appointed an arbitrator on his part, and shall have served or posted, under registered cover, written notice requiring him to make such appointment, then the arbitrator appointed as aforesaid shall, at the request of the party appointing him, proceed to arbitrate on the matter in dispute as if he were an arbitrator appointed by both parties for that purpose.
11. Additions or alterations to the foregoing Bye-Laws and/or Conditions of Sale may be made from time to time as occasion arises at a General Meeting of the Ceylon Chamber of Commerce to be called for such purpose in accordance with the rules of the Corporation.

Form of Green Tea Contract for Finished Article.

Contract No. _____.

Colombo _____, 192

To Messrs. _____.

We have this day purchased by your order and for your account from Messrs. _____ lb. _____ at cts. _____ per lb.
sold to

Tenders to be made as follows, viz :— _____.

Quality and appearance to be as per standard in our hands which has been sealed and is marked _____.

This contract to be governed by Public Sale Conditions in respect of payment, weighing and delivery, and prompt day shall be five days from date of each tender (Sundays and Bank Holidays excepted).

In the event of the Seller's Green Tea Factory and/or its contents being destroyed or so damaged by fire or the Act of God as to render in the Seller's opinion the fulfilment of this contract by the Seller impracticable, the Seller shall have the right (to be exercised by notice in writing to be given to the Buyer within ten days of the said Factory, &c., having been so destroyed or damaged) of cancelling the contract in whole or in part as from date of such notice.

Should any dispute or difference arise between Buyer and Seller regarding liquor, appearance, packing, weights, quantity, quality, delivery or payment, or regarding the rights of claims to compensation or damages of the Buyer and/or Seller on any breach or non-performance of this contract or any question, matter, or thing directly or indirectly touching or arising from the subject-matter of this contract or the interpretation of its terms, the same shall be referred to the arbitration of one arbitrator to be appointed by both parties to this contract (viz., the Buyer and Seller) or if the parties cannot agree as to an arbitrator, to the arbitration of two arbitrators: one to be appointed by each party. The arbitrators so appointed shall, before proceeding with the business of the arbitration, appoint an umpire and all questions and matters on which the arbitrators cannot agree shall be referred to the final arbitration of such umpire. The award of such arbitrator, arbitrators, or umpire, as the case may be, shall be final, conclusive, and binding on the parties. If either party shall refuse or shall neglect to appoint an arbitrator within three days after the other party shall have duly appointed an arbitrator, and shall have served on him or posted to him, under registered cover, written notice requiring him to appoint an arbitrator, then the arbitrator, appointed as aforesaid shall, at the request of the party appointing him, proceed to arbitrate on the matter in dispute in the same manner as if he were an arbitrator appointed by both parties for that purpose.

Brokers.

Form of Forward Tea Contract for Estates.

Contract No. _____.

Colombo _____, 192

To Messrs. _____.

We have this day purchased by your order and for your account from Messrs. _____ lbs. _____ at cts. _____ per lb.
sold to

Tenders to be made as follows, viz :— _____.

Quality and appearance to be as per standard in our hands which has been sealed and is marked _____.

This contract to be governed by Public Sale Conditions in respect of payment, weighing and delivery, and prompt day shall be five days from date of each tender (Sundays and Bank Holidays excepted).

Should any dispute or difference arise between Buyer and Seller regarding liquor, appearance, packing, weights, quantity, quality, delivery or payment, or regarding the rights or claims to compensation or damages of the Buyer and/or Seller on any breach or non-performance of this contract or any question, matter, or thing directly or indirectly touching or arising from the subject-matter of this contract or the interpretation of its terms, the same shall be referred to the arbitration of one arbitrator to be appointed by both parties to this contract (viz., the Buyer and Seller) or if the parties cannot agree as to an arbitrator, to the arbitration of two arbitrators: one to be appointed by each party. The arbitrators so appointed shall, before proceeding with the business of the arbitration, appoint an umpire, and all questions and matters on which the arbitrators cannot agree shall be referred to the final arbitration of such umpire. The award of such arbitrator, arbitrators, or umpire, as the case may be, shall be final, conclusive, and binding on the parties. If either party shall refuse or shall neglect to appoint an arbitrator within three days after the other party shall have duly appointed an arbitrator, and shall have served on him or posted to him, under registered cover, written notice requiring him to appoint an arbitrator, then the arbitrator, appointed as aforesaid shall, at the request of the party appointing him, proceed to arbitrate on the matter in dispute in the same manner as if he were an arbitrator appointed by both parties for that purpose.

Brokers.

APPENDIX C.

Conditions of Sale of Parchment Coffee.

1. The Buyer of Parchment Coffee, in the absence of any stipulation to the contrary, is not to be required to take delivery of what is tendered in execution of a contract unless the same is in good merchantable condition, by which is meant dried to a degree fit for keeping, not heated, free from fungus beans, and the quantity of light and pulper-cut beans not to exceed 5 per cent.
2. In the case of f.o.b. contract for prepared Coffee, it is understood that the Seller does not guarantee either the outturn or the proportion of driage, but merely that the Coffee shall be what it professes to be, the outturn of first parchment or otherwise according to the contract.
3. When a crop is sold as consisting of a certain number of bushels more or less, the estimate being a *bona fide* one, the Seller shall not be bound to make up any deficiency in the yield.
4. When a certain number of bushels are sold as part of a crop, the Seller is bound to deliver that quantity, no stipulation to the contrary having been made.
5. When a crop is sold in two or more lots, delivery to be according to date of sale, the first sold to be first delivered.
6. When the crop sold exceeds the estimate, the Buyer is to have the option either of receiving or refusing the quantity in excess.
7. The delivery shall be at Buyer's store.
8. The days for delivery are to be mentioned in the contract, and the Coffee shall be tendered at Buyer's store by 10 o'clock A.M. on any one of the days named for delivery. The Buyer shall be bound to receive it and grant receipt on the same day. Should the Buyer fail to receive the Coffee tendered in accordance with the foregoing condition, it shall be competent to the Seller to return the Coffee to his store, and the Buyer shall pay the cost of cart hire and loading.
9. That until paid for the Coffee shall in every case be held by the Buyer for account of the Seller, insured against the risk of fire. On payment of the purchase-money the Coffee shall vest in the Buyer.

APPENDIX D.

Conditions of Sale of Cinchona Bark.

1. Delivery shall be at Buyer's store within three days from date of contract, Sundays and Bank Holidays excepted.
2. The Buyer shall give notice to the Seller of the day or days on which he is prepared to receive the bark purchased, and provided that it be tendered at Buyer's store at 10 o'clock a.m. on the day or days named in the notice, Buyer shall be bound to receive it and grant receipt for the quantity on the same day.
3. Should the Buyer fail to receive the bark tendered in accordance with the foregoing condition, it shall be competent to the Seller to return the bark to his store, and the Buyer shall pay the cart hire and loading.
4. That until paid for the bark shall, in every case, be held by the Buyer for account of the Seller, insured against risk of fire. On payment of the purchase money the bark shall vest in the Buyer.

Conditions of Sale of Cacao and Cardamoms.

The same as for Parchment Coffee in so far as they apply, except sales f.o.b. when they come under the Rules for all f.o.b. contracts.

APPENDIX E.

Conditions of Sale of F.O.B. Contracts Generally.

1. F.o.b. shall mean free on board the ship, export duty and/or royalty and harbour dues paid by the Buyer risk of craft from shore to ship to be borne by the Buyer.
2. When produce of any kind has been sold f.o.b., it shall be inspected by the purchaser at the Seller's stores before shipment, due facilities being given by the Seller for that purpose.
After being passed by the Buyer, the quality and condition shall be deemed to be in accordance with the contract, and no claim in respect thereto shall afterwards lie against the Seller.
3. Payment shall be made in exchange for mate's receipt, or within three days of tender of delivery, if shipment is delayed.

APPENDIX F.

Rates of Agency, Commission, and Brokerage.

RATES OF AGENCY AND COMMISSION.

	Per Cent.
1.—Purchases, Sales, and Shipments.	
On the sale, purchase, or shipment of specie or bullion	1
On the sale or purchase of opium, diamonds, pearls, precious stones, and jewellery of all descriptions	2½
On the sale and purchase of live stock	5
On the sale or purchase of goods or produce made with the proceeds of goods on which a commission of 5 per cent. has been previously charged	2½
On the sale or purchase of Bank or joint stock shares or Government securities	1
On goods or produce entrusted to an agent for sale or shipment and afterwards withdrawn	1
On goods or produce shipped only, or on delivery of the same to order	2½
On the sale or purchase (including shipment if required) of all other goods or produce not enumerated above	2½
On the sale or purchase of ships, houses, or lands	2½
2.—Del Credere.	
On guaranteeing sales, bills, bonds, contracts, or other engagements	2½
3.—Bottomry and Respondentia.	
On procuring money on bottomry and/or respondentia	5
4.—Freight and Charter.	
On ship's disbursements	2½
For procuring freight for United Kingdom on the amount of freight, whether the same passed through the agent's hands or not	5
Do. do. for all other ports	5
For procuring passengers, on the amount of passage money	5
On collecting freight, inward or outward	2½
On executing orders to charter or engage tonnage	2½
Commission to agents of steamers consigned inward on the total amount of freight (but the charge in no case to be less than Rs. 150)	2½
5.—Insurance.	
On procuring settlement of insurance losses, whether partial or total on behalf of the insured, on the amount recovered	2½
On settling insurance claims as agents for the underwriters or insurance companies	2½
On certifying vouchers or claims against companies on policies (marine) payable out of Ceylon	Rs. 21·50
On drawing up average adjustments	5 per cent. of damage or ½ per cent. of insured value of goods
On refund of deposits of general average contribution	2½
	(Minimum. Rs. 21·50)
6.—Receiving and Delivering Goods and Live Stock.	
On attending the delivery of contracts, goods, or on receiving and delivering goods or live stock, on the value thereof	2

7.—Remittances, Bills of Exchange, and Letters of Credit.

	Per Cent.
On effecting remittances where no charge has been made for collection, or on purchasing, selling, or negotiating bills of exchange	1
On granting or cashing letters of credit	1
On bills of exchange returned, noted, or protested	1
Interest on overdue promissory notes or bills of exchange	9

8.—Administering Estate and Recovering Debts by Law or otherwise.

On managing the affairs of an estate for an executor or an administrator	5
On all debts collected or secured, whether by or without process of law or arbitration	5

9.—Transfer of Property, Mortgage, and Collecting Rents, &c.

On executing the transfer of immovable property	1
On procuring money on mortgage	1
On investing money on mortgage	1
For discharging mortgages as an attorney	1
On collecting rents or interest	2½
On collecting dividends and remitting	1

10.—Shipwrecked Cargo.

On landing and re-shipping goods, except as under, from any vessel in distress, stranded, or wrecked, or on landing or selling by auction damaged goods from any such vessel, and acting as agent for the master on behalf of all concerned, on the declared value of all such goods as may be re-shipped and on nett proceeds of all such goods as may be publicly sold	5
Of opium, indigo, raw silk, or silk goods	2
If treasure, precious stones or jewellery	1

Rates of Brokerage.

1. On effecting loans, mortgages or sales of land, estates, and property	2½
2. On sale of tea, plumbago, and other general produce not here enumerated	1
3. On sale of rubber in lots of less than 5 tons, whether sold in auction or privately *	1
On sale of rubber in lots of tons and over, whether sold in auction † or privately *	½
On sale of rubber on forward contract *	¼
4. On sale of coconut oil f.o.b. (with minimum of Rs. 2 per ton)	¼
On sale of coconut oil naked (with minimum of Re. 1.60 per ton)	¼
5. On sale of bills of exchange	1/16
6. On amount of freight obtained (at exchange 1s. 4d.)	1
7. On sale of Bank or Joint Stock Shares	1
8. The seller shall pay the brokerage except in the case of Government Stock, when ½ per cent. is to be charged to the Buyer and ½ per cent. to Seller .. .. .	..

APPENDIX G.

SURVEY REPORTS AND ARBITRATION AWARDS.

Whereas it has been represented to the Ceylon Chamber of Commerce that, in order to give to Survey Reports and Arbitration Awards an official character that they have not at present, and which circumstances have proved to be necessary, it is desirable that such Reports and Awards should be sealed and certified by the Ceylon Chamber of Commerce:

The Ceylon Chamber of Commerce hereby nominates the following gentlemen as an Official Committee, from whom the Surveyors, Arbitrators, and their Umpires must be selected, the Chamber reserving to itself the right to be exercised by the Standing Committee to add to, or cancel, the present and all future appointments:—

ARBITRATORS.

As at December 1, 1927.

The Chairman and Members of the Committee of the Ceylon Chamber of Commerce.

Mr. Ash, O. M. .. Messrs. Colombo Commercial Co., Ltd.	Mr. Hill, H. V. .. Messrs. Cumberbatch & Co.
„ Boak, W. .. „ Brown & Co., Ltd.	„ Mackwood, F. E. .. „ Mackwoods, Ltd.
„ Bois, Herbert .. „ J. M. Robertson & Co.	„ Pearcy, C. A. .. „ Chartered Bank of India, Australia, and China
Sir Broom, J. Thomson .. „ Whittall & Co.	„ Villiers, T. L., The Hon. .. „ George, Stuart & Co.
Mr. Burns, C. S., The Hon. .. „ Lee, Hedges & Co., Ltd.	„ Wall, J. J. .. „ Leechman & Co.
„ Clark, E. S. .. „ Clark, Young & Co.	„ Warden, A. .. „ Carson & Co., Ltd.
„ Fowke, R. W. .. „ Aitken, Spence & Co.	„ Whittow, R. .. „ Cumberbatch & Co.
„ Hayley, S. P. .. „ Hayley & Kenny	
Sir Hayward, E. J. .. „ Walker, Sons & Co., Ltd.	

* With effect from October 19, 1925.

† With effect from November 1, 1925.

SURVEYORS.

AS at December 1, 1927.

TEA.

Mr. Ash, O. M.	.. Messrs. Colombo Commercial Co., Ltd.	Mr. Lyon, G. L.	.. Messrs. Heath & Co.
" Baxter, R. W.	.. " Lee, Hedges & Co., Ltd.	" Maddocks, H. G. P.	.. " Harrison & Crosfield, Ltd.
" Bingham, J. R.	.. " James Finlay & Co., Ltd.	" Maguire, W. R.	.. " Keell & Waldoek
" Bogle, W. T.	.. " R. Gordon & Co.	" Marshall, W. H.	.. " Henderson & Co.
" Dixon, P.	.. " E. John & Co.	" Ponsford, G. A.	.. " Whittall & Co.
" Donald, H. G.	.. " Gow, Somerville & Co., Ltd.	" Richards, D. T.	.. " Leechman & Co.
" Flindall, W. S.	.. " Bartleet & Co.	" Roe, F. F.	.. " Gordon Frazer & Co., Ltd.
" Horne, R. H.	.. " Forbes & Walker	" Shaw, Robert	.. " Carson & Co., Ltd.
" Lampard, Anthony	.. " Harrison & Crosfield, Ltd.	" Thornton, T. A.	.. " George Steuart & Co.
		" Wallace Tarry, A. F.	.. " Forbes & Walker

RUBBER.

Mr. Adams, G. P.	.. Messrs. Gow, Somerville & Co., Ltd.	Mr. Layard, E. H. F.	.. Messrs. Bartleet & Co.
" Adamson, J. W. E.	.. " Forbes & Walker	" McIntyre, J. S.	.. " Leechman & Co.
" Bostock, N. S.	.. " Keell & Waldoek	" Milne, R. M.	.. " General Rubber Co.
" Boys, A.	.. " Bartleet & Co.	" Phillips, H. B.	.. " H. B. Phillips & Co.
" Caldwell, J. M.	.. " C. W. Mackie & Co., Ltd.	" Pole Fletcher, H. F.	.. " Hayley & Kenny
" Cuming, T.	.. " E. John & Co.	" Roe, F. F.	.. " Gordon Frazer & Co., Ltd.
" Figg, C. H.	.. " Whittall & Co.	" Sudlow, F. N.	.. " Forbes & Walker
" Hartley, D.	.. " E. John & Co.	" Thornton, T. A.	.. " George Steuart & Co.
" Hawkeswood, H. W.	.. " General Rubber Co.	" Walker, C. W.	.. " Forbes & Walker
" Hayward, L. P.	.. " Rubber & Produce Traders (Ceylon), Ltd.	" Young, C. T.	.. " Gow, Somerville & Co., Ltd.
		" Yule, G. L.	.. " Harrison & Crosfield, Ltd.

PRODUCE OTHER THAN TEA AND RUBBER.

Mr. Ball, P.	.. Messrs. Dodwell & Co., Ltd.	Mr. Parsons, P. J.	.. Messrs. Bartleet & Co.
" Buxton, C. F.	.. " J. H. Vasseur & Co., Ltd.	" Ross-Bell, G.	.. " Clark, Spence & Co., Galle
" Dinwiddie, J. S.	.. " James Finlay & Co., Ltd.	" Sibbald, J. F.	.. " Mackwoods, Ltd.
" Frei, H.	.. " Volkart Bros.	" Steiger, O. J.	.. " C. P. Hayley & Co., Galle
" Gregory G. Harrison	.. " Colomb	" Sudlow, F. N.	.. " Forbes & Walker
" Hayley, P.	.. " Hayley & Kenny	" Young, W. R. H.	.. " British Ceylon Corporation, Ltd.
" Hyde, A. G. G.	.. " E. John & Co.	" Yule, G. L.	.. " Harrison & Crosfield, Ltd.
" Logan, G. K.	.. " Henderson & Co.		
" Nielsen, K.	.. " Ceylon Trading Co., Ltd.		

COAL.

Mr. Boak, W.	.. Messrs. Brown & Co., Ltd.	Mr. King, A. H.	.. Messrs. Hull, Blyth & Co. (Colombo), Ltd.
" Campbell, A. C.	.. " Macknon, Mackenzie & Co.	" Melton, H. S.	.. " Colombo
" Fowke, R. W.	.. " Aitken, Spence & Co.	" Seymour, A.	.. " Delmege, Reid & Co., Ltd.
" Hockly, T. W.	.. " Delmege, Forsyth & Co., Ltd.	" Warden, A.	.. " Carson & Co., Ltd.
" Kenyon, R. D.	.. " Aitken, Spence & Co.		

PIECE GOODS.

Mr. Bromley, H. J.	.. Messrs. Bosanquet & Co., Ltd.	Mr. Matthews, L.	.. Messrs. Carson & Co., Ltd.
" Cogliatti, E. V.	.. " Volkart Bros.	" Ricketts, A. B.	.. " Shaw, Wallace & Co.
" Cunningham, F.	.. " Bosanquet & Co., Ltd.	" Sibbald, J. F.	.. " Mackwoods, Ltd.
" Dinwiddie, J. S.	.. " James Finlay & Co., Ltd.	" Usher, G. W.	.. " Delmege, Forsyth & Co., Ltd.
" Downey, C. E. S.	.. " Clark, Young & Co.	" Vanderspoel, L.	.. " Holland Ceylon Commercial Co.
" Jolliffe, F. E.	.. " H. J. Pappé & Co.		

GENERAL IMPORTS.

Mr. Axworthy, V. C.	.. Messrs. Orient Co. (Ceylon), Ltd.	Mr. Matthews, L.	.. Messrs. Carson & Co., Ltd.
.. Boak, W.	.. .. Brown & Co., Ltd.	.. Mossop, J. C. C.	.. .. Harrison & Crosfield, Ltd.
.. Creasy, E. B.	.. .. E. B. Creasy & Co.	.. Samson, L. P.	.. .. Whittall & Co.
.. Dinwiddie, J. S.	.. .. James Finlay & Co., Ltd.	.. Sibbald, J. F.	.. .. Mackwoods, Ltd.
.. Howard Smith, A. J.	.. .. Aitken, Spence & Co.	.. Smith, G. G.	.. .. Colombo Commercial Co., Ltd.
.. Jolliffe, F. E.	.. .. H. J. Pappé & Co.	.. Trollope, F.	.. .. Colombo Apothecaries Co., Ltd.
.. Keshan, J. H.	.. .. Walker, Sons & Co., Ltd.		

ALL PACKAGES FOR SHIPMENT.

Mr. Bostock, N. S.	.. Messrs. Keell & Waldoock	Mr. Kenyon, R. D.	.. Messrs. Aitken, Spence & Co.
.. Boys, A.	.. .. Bartleet & Co.	.. Oakley, P. J. B.	.. .. Mackinnon, Mackenzie & Co.
.. Buxton, C. F.	.. .. J. H. Vasseur & Co., Ltd.	.. Robertson, A. M.	.. .. James Finlay & Co., Ltd.
.. Campbell, A. C.	.. .. Mackinnon, Mackenzie & Co.	.. Smith, L. S.	.. .. Skrine & Co.
.. Durham, D. I.	.. .. E. Coates & Co. (Galle), Ltd.	.. Steiger, O. J.	.. .. C. P. Hayley & Co., Galle
.. Frei, H.	.. .. Volkart Bros.	.. Young, W. R. H.	.. .. British Ceylon Corporation, Ltd.
.. Howard Smith, A. J.	.. .. Aitken, Spence & Co.		
.. Hunt, T.	.. .. Carson & Co., Ltd.		

BALED FIBRE.

Mr. Bodtke, E.	.. Messrs. Volkart Bros.	Mr. Smith, L. S.	.. Messrs. Skrine & Co.
.. Howard Smith, A. J.	.. .. Aitken, Spence & Co.	.. Usher, G. W.	.. .. Delmege, Forsyth & Co., Ltd.
.. Hunt, T.	.. .. Carson & Co., Ltd.	.. Zebrowski Ianek	.. .. Messageries Maritimes Cie.
.. Oakley, P. J. B.	.. .. Mackinnon, Mackenzie & Co.		
.. Robertson, A. M.	.. .. James Finlay & Co., Ltd.		

MARINE.

(Merchandise).

Mr. Day, L. F. Lerway	.. Messrs. Bosanquet & Co., Ltd.
.. Dixie, A. B.	.. .. Clark, Young & Co.
.. Griffith, G.	.. .. Whittall & Co.
.. Hope, O. L. B.	.. .. Delmege, Forsyth & Co., Ltd.
.. Howard Smith, A. J.	.. .. Aitken, Spence & Co.
.. Hunt, T.	.. .. Carson & Co., Ltd.
.. Loram, J. A.	.. .. Cumberbatch & Co.
.. Matthews, L.	.. .. Carson & Co., Ltd.
.. McIntyre, J. S.	.. .. Leechman & Co.
.. Roberts, H. R.	.. .. Mackwoods, Ltd.
.. Samson, L. P.	.. .. Whittall & Co.
.. Tarbat, J. A.	.. .. James Finlay & Co., Ltd.
.. Yule, G. L.	.. .. Harrison & Crosfield, Ltd.

(Stowage).

Mr. Boak, W.	.. Messrs. Brown & Co., Ltd.
.. Bodtke, E.	.. .. Volkart Bros.
.. Campbell, A. C.	.. .. Mackinnon, Mackenzie & Co.
.. Fowke, R. W.	.. .. Aitken, Spence & Co.
.. Hope, O. L. B.	.. .. Delmege, Forsyth & Co., Ltd.
.. Hunt, T.	.. .. Carson & Co., Ltd.
.. Keller, R.	.. .. Volkart Bros.
.. Kenyon, R. D.	.. .. Aitken, Spence & Co.
.. Oakley, P. J. B.	.. .. Mackinnon, Mackenzie & Co.
.. Robertson, A. M.	.. .. James Finlay & Co., Ltd.
.. Samson, L. P.	.. .. Whittall & Co.
.. Smith, L. S.	.. .. Skrine & Co.

FIRE.

Mr. Armitage, N.	.. Messrs. Brown & Co., Ltd.	Mr. Roberts, H. R.	.. Messrs. Mackwoods, Ltd.
.. Atkinson, H. N.	.. .. Eastern Produce and Estates Co., Ltd.	.. Salmon, R. M.	.. .. Colombo Commercial Co., Ltd.
.. Brighten, R. C.	.. .. Walker & Greig, Ltd.	.. Samson, L. P.	.. .. Whittall & Co.
.. Coon, J. J.	.. .. George Steuart & Co.	.. Shipton, R. G.	.. .. C. A. Hutson & Co., Ltd.
.. Finlay, G.	.. .. Lee, Hedges & Co., Ltd.	.. Smith, G. G.	.. .. Colombo Commercial Co., Ltd.
.. Hammond, H. W.	.. .. Lake Road, Colombo	.. Smith, J. Duff	.. .. Walker, Sons & Co., Ltd., Talawakele
.. Howard Smith, A. J.	.. .. Aitken, Spence & Co.	.. Stephen, C. C.	.. .. Colombo Commercial Co., Ltd.
.. Kerr, T. B.	.. .. Walker, Sons & Co., Ltd., Kandy	.. Tarbat, J. A.	.. .. James Finlay & Co., Ltd.
.. McIntyre, J. S.	.. .. Leechman & Co.		
.. Melton, H. S.	.. .. Colombo		
.. Norman, M. B.	.. .. Walker, Sons & Co., Ltd.		

MOTOR ACCIDENT CLAIMS.

Mr. Banks, R. D.	.. Messrs. Mann, Little & Co. (Ceylon), Ltd.	Mr. Hammond, H. W.	.. Messrs. Lake Road, Colombo
„ Gardner, M.	.. „ A & E. Motor Transport, Ltd., Wattagama	„ Smith, H. T.	.. „ Grand Motor Dépôt, Nuwara Eliya
„ Glasser, C. C.	.. „ Walker, Sons & Co., Ltd.	„ Trevail, G.	.. „ C. A. Hutson & Co., Ltd.

SURVEY OF VESSELS.

(Hull and Machinery.)

Mr. Boak, W.	.. Messrs. Brown & Co., Ltd.	Mr. Melton, H. S.	.. Messrs. Colombo
„ Campbell, A. C.	.. „ Mackinnon, Mackenzie & Co.	„ Milne, R. A.	.. „ Walker, Sons & Co., Ltd.
„ Dick, J. M.	.. „ Hoare & Co. (Engineers), Ltd.	„ Shipton, R. G.	.. „ C. A. Hutson, & Co., Ltd.
„ Lyle, H. J.	.. „ Walker, Sons & Co., Ltd.	The Government Engineer	.. Factory Colombo

ENGINEERING.

Mr. Armitage, N.	.. Messrs. Brown & Co., Ltd.	Mr. Jolliffe, C. H.	.. Messrs. Eastern Produce and Estates Co., Ltd.
„ Boak, W.	.. „ Brown & Co., Ltd.	„ Melton, H. S.	.. Colombo
„ Dick, J. M.	.. „ Hoare & Co. (Engineers), Ltd.	„ Milne, R. A.	.. „ Walker, Sons & Co., Ltd.
„ Dickinson, A. W.	.. „ Lightfoot Refrigeration Co., Ltd.	„ Stephen, C. C.	.. „ Colombo Commercial Co., Ltd.
„ Hammond, H. W.	.. „ Lake Road, Colombo		
„ Hutson, C. A.	.. „ C. A. Hutson & Co., Ltd.		

*Regulations relating to the Appointment of Arbitrators and Surveyors.**

1. The Board of Directors shall, during the month of December in each and every year, select and make a list of gentlemen who may be willing to serve on this Official Committee for the next ensuing year, and shall circulate to all Members a printed copy of such list. Such new appointments shall be for one year only from January 1, and shall terminate together with any additional appointments made during any year on December 31 of that year.

2. All Survey Reports made by gentlemen as Surveyors to the Ceylon Chamber of Commerce, shall be forwarded to the Chamber, in triplicate, together with a fee of Rs. 2.50 per Report. The original and one copy of each Report shall be visé-ed with the stamp of the Chamber and attested by the Secretary, and returned to the Surveyor, and the other copy shall be filed with the Chamber records.

3. Surveyors are only entitled to sign themselves as "Of the Board of Surveyors appointed by the Ceylon Chamber of Commerce" in the matter of Surveys of that particular commodity or classification under which their names appear in the official list for the year in which the Survey is made, and their signatures should be above the following designation:—

Of the Board of Surveyors for ——— (commodity or classification) appointed by the Ceylon Chamber of Commerce.

Provided, however, that where the examination and report upon goods is more in the nature of an Arbitration Award than of a Survey Report Surveyors shall be entitled to head such Awards accordingly and to sign thereunder as:—

Of the Board of Arbitrators and Surveyors for ——— (commodity or classification) appointed by the Ceylon Chamber of Commerce.

APPENDIX H.

Bye-laws and Conditions of Sale of Rubber.†

Bye-laws Governing Auctions.

1. The Auctions shall be confined to Members of the Ceylon Chamber of Commerce, the Colombo Rubber Traders' Association (hereinafter called and referred to as "the Association"), the Colombo Brokers' Association, and the Low-country Products Association of Ceylon.

2. Prices realized for individual lots at such Auctions shall not be published.

3. Auctions shall be held weekly on Thursdays, commencing at 10.15 A.M., at the Ceylon Chamber of Commerce Sale Rooms, unless otherwise specially arranged by the Committee of the Association.

4. Sealed samples of all lots catalogued for sale shall be on view at the Selling Brokers' offices, and shall be labelled as per Form No. 1 annexed.

5. Printing, sampling, and lot money shall be paid for at the rate of 50 cents per lot.

6. No single lot of rubber under 300 lb. shall be catalogued for sale.

7. The auctioneer in the rostrum has the right to object to any private business being transacted in the room during the disposal of his catalogue. Such objection shall be officially noted by the Secretary of the Association.

* Adopted February 23, 1923.

† Originally adopted September 27, 1910. The first sale was held on Friday, November 4, 1910.

8. No samples of catalogued lots shall be exhibited in the Auction Room.
9. All sales at Auction must be confirmed by the selling brokers as soon as possible after the sale of their catalogue.
10. While it is desirable that rubber sold at Auction and by private treaty shall have the estate of origin stated, sellers must use every effort to see that this is correct. Any cases of incorrect statement will be dealt with by the Committee of the Association.
11. (a) The privileges of the provisions of Condition of Sale 7, shall be extended to such members of the Ceylon Chamber of Commerce, and of the Colombo Brokers' Association who shall be elected to membership of those bodies on or after May 20, 1927, and to such non-member sellers whose stores shall have been approved by the Committee of the Association and thereafter registered with the Secretary of the Association. Provided that such stores shall not be registered unless they shall—

- (1) Possess good scales of adequate gauge and proper weights;
- (2) Have ample facilities for weighing;
- (3) Contain adequate space for storing so as to enable 20 per cent. of rubber stored being inspected easily; and
- (4) Be situated within a radius of 3 miles of the Colombo Goods Yard and within the local limits of the Municipality of Colombo.

and buyers shall take delivery from such stores as in Condition of Sale 7, provided.

(b) For the purposes of inspection only of stores registered under this bye-law a permanent right of entry shall be extended to any member or members of the Committee of the Association duly appointed in writing by the Committee.

(c) The Committee of the Association shall by a majority of the members thereof have the right to withdraw from any non-member seller the privileges extended to him by the provisions of this Bye-law upon being satisfied that he has committed a breach of this Bye-law or of the Conditions of Sale.

12. No rubber shall be put up for sale at the Ceylon Chamber of Commerce Sale Room except by members of the Ceylon Chamber of Commerce, the Association, or the Colombo Brokers' Association as principals.

13. For the purposes of these Bye-laws and the Conditions of Sale, (a) the word "member" shall mean and include all present and future members of the Ceylon Chamber of Commerce, the Association and the Colombo Brokers' Association; (b) the word "non-member" shall mean and include any person, firm, or corporation who or which is not a Member of the Ceylon Chamber of Commerce, the Association, or the Colombo Brokers' Association.

All transactions, both "Spot" and "Forward," purporting to be made subject to the Rules of the Ceylon Chamber of Commerce, shall be governed by the following Conditions of Sale.

CONDITIONS OF SALE.

1. Rubber in Auction shall be sold on sample only. The seller or his broker shall open, inspect, and sample the rubber. No rubber shall be catalogued until the seller has weighed the rubber at his store (fractions of a pound in the nett weight of each lot to be disregarded) and the weights so obtained shall be those catalogued. All catalogues shall be closed by 5 P.M. on the Friday previous to the sale, unless otherwise specially arranged by the Committee of the Colombo Rubber Traders' Association, hereinafter referred to as the Association. Catalogues shall be delivered to buyers, and samples be on view at the brokers' offices by 10 A.M., on the following Tuesday.

2. The highest bidder shall be the purchaser; any dispute that may arise to be settled by the auctioneer, who is not to declare the name of the buyer until after the lot is knocked down, unless, in his opinion, there shall be any uncertainty as to the actual bidder. The seller of the rubber, or any agent employed by him, or the auctioneer, shall have the right to bid. Auctioneers wishing to bid upon lots in their own catalogue must first solicit bids from the room. No bid shall be taken by the auctioneer until the previous lot has been knocked down.

3. All rubber shall be sold by the lot at so much per lb. *ex* Warehouse or Store, Colombo, in good merchantable packages. Rubber packed in chests (ordinary 5 cubic foot shipment size) or half chests (ordinary 17 in. by 17 in. by 17 in.) made of "Momi or other imported wood," "Native Wood" or "Patent" shall be so declared. In the absence of such declaration it will be assumed that the rubber is packed in good merchantable packages of other dimensions.

Any parcel which has been brushed or cleaned with the object of freeing it from mould shall be so declared. No less advance than 1 cent per lb. shall be made on any previous bid except when the price of either standard grade is under 75 cents per lb. in which case the minimum advance shall be half a cent per lb. When a bid is registered by the auctioneer the bidder shall have the right to claim the rubber at any advance in price. All bids registered on lots of rubber taken out from the auction shall hold good only until 3.30 P.M. of the same day.

4. A deposit of 10 per cent. shall be made, if required, at the moment a lot is knocked down, failing which it will be immediately put up for re-sale.

5. Brokers buying or selling rubber shall declare in writing their principals immediately after the sale, otherwise they themselves will be held responsible as principals.

6. All rubber shall be ready for inspection immediately after the sale, and be paid for on catalogued weights on or before prompt day, which shall be five days from date of sale (Sundays and Bank Holidays excepted).

Samples of lots bought become the property of the buyers immediately on being knocked down and should be weighed-in with the bulk.

7. (a) On receipt of payment on or before noon on prompt day the rubber shall vest in the buyer, and the seller, subject to the provisions of Conditions 7 (e) and (f), shall forthwith issue delivery orders in favour of the buyer who shall thereafter take delivery of such rubber at seller's store.

(b) In the event of the seller failing to give delivery on demand, the buyer shall give notice in writing of his intention to take delivery, and, if, on the expiration of 24 hours after receipt of this notice, the seller has failed to give delivery, buyer shall have the option of buying against seller, and unless mutually arranged between the parties the contract or portion of same shall be closed by means of invoicing back at a price and weight to be fixed by the Committee of the Association.

(c) The buyer shall have the right of weighing any rubber purchased at seller's stores, the seller providing the requisite scales and weights and having the rubber ready for delivery during usual working hours between 7 A.M. and 5 P.M. (Saturdays 7 A.M. and 1 P.M.) and in the event of any discrepancy between catalogued and actual nett weight being discovered the contract value of any such difference in weight shall be immediately adjusted (fractions of a pound to be disregarded). If however, the weight of any lot proves to be more than 1 per cent. above or below the quantity catalogued, buyers shall have the right to refuse any excess or claim any deficiency.

(d) Should payment not be made by noon on prompt day, the seller shall have the right on giving notice in writing to the buyer, to re-sell the lot or lots at the risk of the buyer, who shall be liable for any loss resulting from such re-sale.

(e) If the rubber sold belong to a member elected as such on or after May 20, 1927, or to a non-member and be lying at a store or stores which has not or have not been registered under Bye-law II., the seller shall deliver the rubber at buyer's store.

(f) Notwithstanding the provisions of Condition of Sale 5, for the purposes of Condition 7 (a), payment shall, in the event of the rubber sold lying in a non-member's store registered under Bye-law II., be made to the selling broker as principal who shall thereupon forthwith issue delivery orders in favour of the buyer, and the buyer shall thereafter take delivery of such rubber at such registered store.

8. The rubber shall, notwithstanding the fact that it may have already been paid for, be at seller's risk (to the amount of the contract value only) until and including prompt day, unless previously delivered, and thereafter (except in the case of any dispute arising as to quality, colour, description, packing, or weights, in which case it shall remain at seller's risk until such dispute is settled) it may remain in seller's store at buyer's risk (except in the case of loss or damage to rubber by fire which shall be at seller's risk) for a further period of sixteen running days from prompt day or, in the case of forward contracts, as provided in Condition No. 12, without any liability on the part of the buyer for storage. If the buyer shall not have taken delivery within the aforesaid period of sixteen running days from prompt day, or in the case of forward contracts as provided in Condition No. 12, the rubber shall, so long as it remains in seller's stores, be at buyer's risk absolutely (except only in respect of loss or damage to rubber arising from the seller's own negligence or wilful act) and he shall in addition pay to the seller storage charges calculated at 6 cents per day per full chests and 4 cents per day per half chest until he shall take delivery thereof. Provided that any payment by the buyer to the seller on account of storage charges as aforesaid shall not make the seller liable in any way whatsoever for any loss or damage to rubber from whatever cause arising other than the seller's own negligence or wilful act.

9. All objections as to quality, colour, description, packing, or weights shall be made on or before delivery, and no objection can be admitted subsequent to eleven running days from date of sale. Should packages be found to be in an unmerchantable condition, the same shall be notified by the selling broker, prior to sale.

10. Should any dispute arise between buyer and seller, the same shall be referred to the arbitration of one arbitrator to be appointed by both parties, or, if the parties cannot agree as to an arbitrator, to the arbitration of two arbitrators, one to be appointed by each party. The arbitrators shall, before proceeding with the business of the arbitration, appoint an umpire, to the arbitration of whom shall be referred all questions on which the arbitrators are unable to agree. The award of such arbitrator, arbitrators, or umpire (as the case may be) shall be final, conclusive, and binding on all parties. If either party shall refuse or neglect to appoint an arbitrator within three days after the other party shall have appointed an arbitrator on his part, and shall have served or posted under registered cover written notice requiring him to make such appointment, then the arbitrator appointed as aforesaid shall, at the request of the party appointing him, proceed to arbitrate on the matter in dispute as if he were an arbitrator appointed by both parties for that purpose.

On any arbitration each arbitrator or umpire shall be entitled to a fee in accordance with the following scale, such fee to be based on the actual amount of rubber being adjudicated upon and not on the amount of the whole break or contract:—

Rs. 25 up to 10 tons of rubber, plus Rs. 5 for every additional 5 tons or fraction thereof.

11. For the convenience of members a panel of arbitrators shall be appointed consisting of eight or more members. The election of such members shall be in the hands of the Committee of the Association who, from time to time, may fill any vacancy by the appointment of any partner, manager, or employee of a firm or company which is a member of the Association.

12. In all forward contracts for rubber, whether made on sample or description for a specified delivery or shipment, the rubber when tendered must be in sound order and condition. Unless otherwise provided in the contract, tender must be made not less than six clear working days before the end of month of delivery, and buyers must take delivery within ten running days of receipt of tender.

Prompt day for forward contracts shall be three days (Sundays and Bank Holidays excepted) from the date of tender.

13. All contracts for a specified quantity shall be filled within 100 lb. either way. Each tender shall be treated as a separate contract except as regards the total contract quantity.

14. Buyers shall have the option of refusing any tender under ten (10) cwt. against contracts in excess of such quantity except where such tender is in completion of a contract.

15. Whenever it may be admitted by the seller or decided by arbitration that the seller has failed to give delivery or ship in terms of the contract, whether the default be for the whole or part of the contracted quantity, the buyer shall be at liberty to buy in the open market to cover or close by invoicing back at a price and weight to be mutually agreed upon, or to accept delivery after the due date subject to allowance, and in any of these cases the buyer may claim a penalty for default which shall in no case be less than one cent per lb. nor more than 15 cents per lb. In the event of the parties not being able to agree on the amount of any such price, weight, allowance, or penalty, it shall be fixed by arbitrators. Differences shall be due in cash not later than seven days after the amount is settled.

Official Form of Contract (Form No. 2) and of Tender (Form No. 3) are annexed.

BYE-LAWS GOVERNING CONTRACTS FOR STANDARD QUALITY.

16. A Standard Qualities Committee shall be appointed consisting of eight persons of whom four shall be sellers of rubber elected by sellers only being members of the Association, and four shall be buyers of rubber elected by the Colombo Rubber Buyers' Association.

17. The Standard Qualities Committee shall have power at any time and from time to time to fill any vacancy occurring on the Standard Qualities Committee, by the appointment of any partner, manager, or employee of a firm or company which is a member of the Association, but any person so appointed by the Committee shall only hold office until the next ballot for members of the Committee.

18. On June 30, in each year, two members of the Standard Qualities Committee shall retire from Office. The members to retire shall be the members who have been the longest in office and as between members of equal seniority the members to retire shall be selected from among them by lot.

19. The vacancies to be caused by the retirement of members appointed by the Standard Qualities Committee during the year as provided in Rule 17 hereof, and by the retirement in rotation of two members of Committee as provided in Rule 18 hereof, shall be filled during the month of June in each year, in the following manner, *v z.*, sellers shall be elected by a ballot of sellers of rubber only being members of the Colombo Rubber Traders' Association, and buyers shall be elected by the Colombo Rubber Buyers' Association.

20. Retiring members of the Standard Qualities Committee shall be eligible for re-election and a list of the names of such Committee indicating the names of those members to retire in accordance with these rules, shall be circulated with notice of the annual ballot.

21. The Standard Qualities Committee shall elect its own Chairman and Deputy Chairman from among its members, one of whom shall preside at all meetings of the Committee. The Chairman presiding at any meeting shall, in the event of an equality of voting on any matter brought before the Committee, have a second or casting vote.

22. Any member of the Standard Qualities Committee who shall absent himself from five consecutive meetings shall cease to be a member of the Committee.

23. At any meeting a quorum shall consist of not less than three members.

24. The time and place of meeting shall be at the offices of the Association at 9.30 A.M. on Wednesdays, or at such other place and time as the Standard Qualities Committee shall determine. All decisions shall be recorded by 1 P.M. on the day of meeting.

25. The individual members of the Standard Qualities Committee shall receive such remuneration as shall be decided upon by the Committee of the Association.

26. It shall be the aim of the Standard Qualities Committee to establish a Standard Quality which may represent the bulk of the crop of No. 1 Qualities, but the Committee shall have power to vary their decision in accordance with ruling conditions. Lots of a mixed character (from various estates) bulked into one parcel shall not constitute Standard Quality, and in all cases estate names must be furnished.

27. The Standard Qualities Committee to meet once a week or as and when necessary, and its duties to consist of examining all guaranteed samples submitted to them and establishing whether they are found to be—

CEYLON STANDARD FIRST LATEX CREPE. CEYLON STANDARD RIBBED SMOKED SHEET.

28. Ceylon Standard First Latex Crepe shall be well prepared dry rubber of good quality, of even pale colour, and free from all stains, spots, or traces of oxidization.

29. Ceylon Standard Ribbed Smoked Sheet shall be clean, tough rubber, free from mould rust, dampness, under or oversmoked sheets and not massed. Slight traces of air bubbles may be allowed subject to the discretion of the Standard Qualities Committee.

30. Only members of the Association may submit lots for award. Applications for award must be made in duplicate on the official form No. in the Appendix to these Rules, and must be accompanied by samples sealed by the applicant, bearing an official label giving the particulars laid down in form No. 5, in the Appendix to these Rules. Samples for award at any meeting of the Standard Qualities Committee must be deposited with the Secretary of the Association not later than 4 P.M. on the day preceding such meeting.

31. When a sample has passed the Standard Qualities Committee, the Secretary of the Association shall affix the seal of the Committee thereto, with the award number, and shall issue an award as laid down in form No. 6 in the Appendix, similarly numbered. The award form shall be signed by the Secretary and handed to sellers. The award shall remain in force for a period of sixteen running days from the date of the award (and no rubber shall be catalogued or sold in auction as bearing such award).

32. For each lot presented to the Standard Qualities Committee for award, a fee of Rs. 2 per sample shall be paid to the Association, such fees to be paid at the time samples are submitted.

33. Samples of the awarded lots must be removed from the Committee Room by 4 P.M. on the day of the award.

34. All rubber sold as Standard Quality must be certified by the Standard Qualities Committee before tender, and sellers must be in a position to deliver the rubber at the time the tender is made. All tenders shall be made in duplicate on the official form as shown in Appendix form No. 7, which shall be obtainable from the Secretary of the Association, and such forms must show the number and date of award, reference number, and the name of the seller and selling broker, date of contract, quantity sold, description, delivery, and to what month's contract the tender applies. The buyer shall endorse date and hour of receipt on the duplicate tender form and return same to the seller, which date shall constitute date of tender.

35. Only members of the Association may have the use of the official tender forms, and official tender forms shall not pass into the hands of other than such members.

36. Sellers must in all cases clearly state on the tender to which month of delivery the tender applies, and in no case shall such tender be applied against any other month or term or delivery than that specified.

37. All rubber sold under Standard descriptions, shall be subject to the above-mentioned Standard Quality Bye-laws, and expecting in the special instances named in these Bye-laws, all transactions shall be strictly in accordance with the Rules and General Bye-laws of the Ceylon Chamber of Commerce.

38. Additions or alterations to the foregoing Bye-laws and or Conditions of Sale may be made from time to time as occasion arises at a General Meeting of the Ceylon Chamber of Commerce to be called for such purposes in accordance with the Rules of the Corporation

Form No. 1.

LABEL.

Buyer

Lot No. _____

Date of Sale _____

Broker.

Mark _____ Agent _____

Store _____

Grade _____ Cases _____ Weight _____ lb.

Sample Weight _____ lb.

Sample No. of pieces _____

Buyer's Reference No. _____

Buyer's Grade No. _____

Form No. 5.
(Standard Quality.)

LABEL.
Guaranteed Samples Representing.

Mark.	Invoice No.	Packages.	Description.

Seller's Reference No. _____
 Weight of sample _____
 No. of pieces _____
 Weight of bulk _____
 Submitted on _____
 By _____

Form No. 6.
(Standard Quality.)

Award No. _____

Application No. _____

Colombo, _____, 192—.

The Standard Qualities Committee of the Colombo Rubber Traders' Association hereby awards that the under-mentioned lots are of Standard Quality :—

Seller's Reference No.	Details, Marks, &c.	Sample No.	Description.

Secretary _____

N.B.—When approved samples are required for inspection, please quote samples Nos.
 This award shall only remain in force for sixteen running days from the date hereof.

Form No. 7.

PLANTATION RUBBER TENDER.

Note.—These Official Tender Forms are obtainable from the Secretary of the Colombo Rubber Traders' Association, Chamber of Commerce buildings, Colombo.

(Standard Quality.)

Date : _____

To _____

From _____

Quantity _____

Period _____

Contract No. _____ dated _____ 192—.

Marks.	Invoice No.	Cases.	Description.	Weight in lb.	Samples lb. Additional.	No. and Date of Award.	Official Sample No.	Selling Brokers.

Received.

Date _____ Time _____

Note.—Original to be retained by Buyer. Duplicate to be returned to Seller.

Signature _____

APPENDIX I.

*Form of Copra Crop Contract.**

Contract No. _____.

Colombo, _____, 192—.

To Messrs. _____.

We have this day purchased by your order and for your account from Messrs. _____ the Copra consisting of approximately _____ sold _____ to _____

_____ Candies (grade or description) _____ Copra, the produce of _____ Estate harvested during _____ at Rs. _____ per Candy delivered at Buyer's Stores not later than _____.

The cost of unloading to be borne by _____.

The Seller shall not be responsible for any specified quantity, and the Buyer is not compelled to accept more than _____ per cent. in excess of the estimated quantity.

Buyer's Store weights to be accepted, the Seller having the option of being present at the weighing.

Payment to be made against Buyer's Storekeeper's receipt for each delivery, and until paid for the Copra shall in every case be held by the Buyer for account of the Seller, insured against risk of fire. On payment of the purchase money, the Copra shall vest in the Buyer.

Accounts to be rendered by the Seller without undue delay.

If in the opinion of the Buyer the Copra tendered is inferior to the description above he shall have the option to refuse acceptance of same or to claim an allowance; on the exercise of this option any question between the parties as to quality and/or amount of allowance (as the case may be) shall be referred to the arbitration of one arbitrator to be appointed by both parties, or if the parties cannot agree as to an arbitrator, to the arbitration of two arbitrators, one to be appointed by each party. The arbitrators shall before proceeding with the business of the arbitration appoint an umpire to the arbitration of whom shall be referred all questions on which the arbitrators are unable to agree. The award of such arbitrator, arbitrators, or umpire (as the case may be) shall be final, conclusive, and binding on all parties. If either party shall refuse or neglect to appoint an arbitrator within three days after the other party shall have appointed an arbitrator on his part and shall have served or posted, under registered cover, written notice requiring him to make such appointment, then the arbitrator appointed as aforesaid shall, at the request of the party appointing him, proceed to arbitrate on the matter in dispute as if he were an arbitrator appointed by both parties for that purpose.

Any other dispute arising out of this Contract to be settled by arbitration in the manner above described.

Should however Great Britain be engaged in War with any European or other Power or the country to which the Copra is to be sold be engaged in War, this contract is subject to cancellation.

Brokers.

APPENDIX J.

Conditions of Sale of Coconut Oil.†

F. O. B. TERMS.

1. Payments against Mates' Receipts or five days from date of tender (Sundays and Bank Holidays excepted).
2. Buyers to provide freight within the period named, but not to have the right to claim the Oil until five days before the expiry of the first half of the Contract period.
3. Sellers to have the right to tender the Oil five days before the expiry of the first half of the Contract period, should freight not have been provided by Buyers earlier and such tenders shall be governed by clause 8 below.
4. Risk from Sellers' stores to ship to be borne by Buyers.
5. Export duty, if any, to be paid by Sellers.
6. In the event of the whole or a portion of shipment being shut out, it may be returned to the Sellers' yard, and all charges in connection therewith, including leakage and rent, are to be for Buyers' account from the date of the return of the Oil to the Sellers' yard.
7. On Buyers' calling for delivery, both Oil and packages to be approved by them in Sellers' yard within five days of notice having been received that they are ready for inspection, and no objection can be entertained after these five days have elapsed.
8. On Oil being tendered by Sellers under clause 3 :
 - (a) The Oil is to be inspected by Buyers within five days of such tender (in terms of clause 7), the packages being inspected at a subsequent date when the date of shipment has been advised to Seller by Buyer.
 - (b) Seller to provide Buyer with a Store Warrant on payment.
 - (c) Oil lying in Sellers' yard to be at their risk until expiry of the Contract period when it shall lie there at Buyers' risk until removal or shipment.
 - (d) The following charges to be paid by Buyer :—
 - Rent at the rate of Rs. 12 per ton per annum from the end of the Contract period to date of removal or shipment
 - Leakage at the rate of 2½ per cent. per annum for Oil stored in wooden packages and ½ per cent. per annum for Oil stored in tanks, iron or steel drums, and steel cylindrical packages for the same period.
 - (e) Seller not to be obliged to retain the Oil in his yard longer than six weeks after expiry of Contract period.
 - (f) Insurance from prompt day to time of removal or shipment to be effected by Buyer unless arranged to the contrary.
9. Should shipment be delayed by Fire, Strikes, Lock-outs, or Riots or any other cause comprehended in the term *force majeure*, the time of shipment shall be extended by one month; but should the delay exceed one month, the Buyer shall have the option of accepting the Oil for shipment as soon as possible or of cancelling the Contract, such option to be declared as soon as the Sellers announce their inability to ship within the extended period, a reasonable time being allowed for passing on such announcements.
10. Any dispute arising out of the Contract to be referred to Arbitration under the Rules of the Ceylon Chamber of Commerce.

* Originally adopted August 21, 1914.

† Originally adopted February 24, 1921.

Form of Coconut Oil Contract.

F. O. B. TERMS.

Colombo, _____, 192—.

Messrs. _____

Dear Sirs,—We beg to advise sale this day for account of _____ to _____ of _____.

Shipment _____ at Rs. _____ (Rupees _____ per _____ in good merchantable condition f.o.b. Colombo, in terms of the Ceylon Chamber of Commerce Conditions of Sale relating to the sale of Coconut Oil F.O.B. printed on the back hereof.

Brokerage _____.

We are, Dear Sirs,
Yours faithfully,_____
Broker.

APPENDIX K.

*Stowage Rules for Oil and Plumbago.**

1. *General Rules.*—A solid level to be laid in ship's hold for the ground tier where coconut oil is shipped. The tier to be well bedded and quarter coigned, and a strict cantline to be observed.

Wings of bottom tier to be made up with dunnage wood. No small packages to be stowed in the wings, unless they can be protected from the weight of the next and following tiers above. This can be done by having uprights in wing, and strong crossbeds to rest on.

It is permissible to stow plumbago over oil, but not oil over plumbago.

Top tier in lower hold and top tier in 'tween decks must be well chocked and wedged off to prevent shifting. *This rule should have particular attention.* No packages to be stowed athwartship except in top tier.

Vessels without 'tween decks must lay one or a platform with 2 inches hardwood planks not more than 6 inches apart.

No cargo of a specially heating nature, such as poonac, copra, jaggery, dates, &c., must be stowed over or on the same level as oil without a space of at least two feet intervening at time of shipment—such space to be filled up with neutral cargo and/or dunnage.

2. *Coconut Oil Packages* to be well bedded and coigned, and a strict cantline and tier to be kept.

Casks must be well chocked off with dunnage wood and be stowed bung-up and bilge free. Not more than 4 tiers of pipes to be allowed without an intervening platform as described above. No packages to be stowed athwartship except in top tier.

3. *Plumbago.*—When commencing to stow plumbago on oil a perfect level should first be made with dunnage so as to form a platform. The barrels to be stowed in square tiers full bilge and cantline, and to be well bedded in the first tier.

Particular care should be taken that the barrels are stowed in such a manner that the head staves are perpendicular.

Old sails and/or mats to be put under the plumbago so as to enable the discharging Stevedore to readily collect sweepings from leakage and broken barrels. No more than three tiers with oil, and five tiers where no oil, to be allowed without an intervening deck, and no barrels to be stowed athwartship except in top tier, and then only to make a chock.

4. *Essential Oil* should be stowed away from any cargo liable to be affected by smell.

5. Dunnage wood to be used in sufficient quantity to properly bed, chock, and secure cargo so as to prevent any possibility of shifting.

6. Ventilation requires particular attention of Captains. If properly carried out by removing fore and aft hatch in cool and fine weather, it will chill the oil and prevent all leakage. Coconut oil will congeal at a temperature of 60° F.

7. Packages in bad order and showing signs of leakage should not be stowed away until properly attended to by shippers' coopers. If the defect be serious and cannot be repaired on board, the package must be returned without delay.

APPENDIX L.

Stowage Rules for Coconut Oil in Iron or Steel Drums.†

(1) Six tiers of drums without an intervening platform may be stowed in any one hold.

(2) Dunnage wood and or ballots of mattress fibre should be used for chocking off, and each tier should be carried on one inch planks or slabs, the packages in no case being allowed to rest one upon the other.

N.B.—This rule regarding planks or slabs to apply only when five or six tiers are stowed, as it is considered that these are not absolutely essential when only two, three, or four tiers are stowed, although it is desirable that light planks as well as the usual dunnage should be used at all times.

(3) Other Rules with regard to the stowage of this cargo to be the same as those already laid down for the stowage of Oil in wooden packages, except that the precaution to avoid the stowage of cargo of a heating nature in close proximity to the oil may be disregarded.

APPENDIX M.

Rules applying to the Dimensions, Construction, and Stowage of Coconut Oil in Steel Cylindrical Packages.‡

* *Size and Gauge.*—The package should not exceed 2 ft. 7 in. diameter by 4 ft. length, the heads should not be thinner than 1½ gauge, and the cylinders 16 gauge.

Construction.—Welding should be in accordance with the following practice, viz.:—Thermoacetylene or other system rendering the connections a homogeneous whole.

Stowage.—(1) A solid level to be laid in ship's hold for ground tier. This tier must be well chocked and wedged off to prevent shifting, and a strict cantline must be observed. No packages to be stowed athwartship.

(2) Second and upper tiers should be stowed bilge to cantline. Dunnage wood and/or ballots of mattress fibre may be used for chocking off.

(3) No limit as to the number of tiers and no other precautions are considered necessary for the stowage of oil in these packages, but it is considered advisable that the bungs and welding of the cylinders should be uppermost.

(4) If plumbago is stowed on the top of these packages, a solid level should be laid above the top tier of oil cylinders, and the barrels stowed in square tiers, full bilge and cantline, and well bedded in the first tier.

* Originally adopted June 15, 1899.

† Originally adopted August 2, 1910.

‡ Originally adopted February 25, 1916.

APPENDIX N.

*Rules for the Measurement of Baled Fibre.**

1. Upon receipt of an application to make a survey of bales of Fibre, the Surveyor shall obtain from the shipper a statement giving the number of bales to be shipped and their weight; such statement to show the reputed weight of each type of bale, also the name of the Lighterage Co. responsible for the shipment.
2. Surveyors shall satisfy themselves that the whole of the shipment, for which a measurement certificate is required, is actually at the wharf, except under exceptional circumstances when Surveyors may use their discretion. In all cases Surveyors shall state on their certificates whether they have seen the whole shipment or not.
3. If a shipment appears to contain bales of different sizes, indicating the output from different presses, Surveyors shall measure at least 10 per cent. of the bales of each size.
4. Not less than 10 per cent. of the number of bales constituting a shipment shall be measured, the bales to be selected at random and to include as far as possible some of those forming the inner part as well as the outside of the stack.
5. All measurements shall be taken on the over-all length, width, and depth of the bale; fractions of half an inch and under to be ignored, and those over half an inch to be taken as one inch.
6. Surveyors shall advise the Lighterage Co. responsible when they have completed their survey.
7. Measurements shall only be made with callipers provided by the Ceylon Chamber of Commerce.
8. The following shall be the scale of charges payable by the shipper to a Surveyor for a measurement certificate issued under these Rules, and shall be based upon the number of shipping tons as calculated from the measurement taken:—

	Week Days between 6 a.m. and 6 p.m. Rs. c.	On Sundays and Week Days between 6 p.m. and 6 a.m. Rs. c.		Week Days between 6 a.m. and 6 p.m. Rs. c.	On Sundays and Week Days between 6 p.m. and 6 a.m. Rs. c.
Shipment up to 5 tons	10 0	10 0	Shipment from 50 to 75 tons	32 50	42 50
Shipment from 5 to 25 tons	17 50	27 50	Shipment from 75 to 100 tons	40 0	50 0
Shipment from 25 to 50 tons	25 0	35 0	Shipment over 100 tons	52 50	62 50

Note.—All Measurement Certificates should be on the following form, which is issued by the Ceylon Chamber of Commerce:—

Colombo, _____, 192—.

Certificate of Measurement for Baled Fibre.

I hereby certify that on instructions from the shippers, Messrs. _____, I have measured, in accordance with the Ceylon Chamber of Commerce Rules, the undernoted shipment of baled fibre per ss. _____ consisting of:—

_____ Bales marked for _____	Average measurement of _____	bales _____	feet _____	inches _____.
_____ Bales marked for _____	Average measurement of _____	bales _____	feet _____	inches _____.
_____ Bales marked for _____	Average measurement of _____	bales _____	feet _____	inches _____.
_____ Bales marked for _____	Average measurement of _____	bales _____	feet _____	inches _____.
_____ Bales marked for _____	Average measurement of _____	bales _____	feet _____	inches _____.

I further certify that I have seen the whole of the above shipment.

Of the Board of Surveyors for Baled Fibre appointed
by the Ceylon Chamber of Commerce.

APPENDIX O.

Rules for the Registration of Piece Goods, Letters and Numerals, and Combinations thereof.†

1. The Ceylon Chamber of Commerce shall keep a Register for the registration of letters and numerals and combinations thereof, under which piece goods of all kinds are placed on the market by its Members.
2. The Register must be used and adhered to by all Chamber Members concerned.
3. All applications for registration shall be circulated by the Secretary of the Chamber, within one week of receipt, with full particulars to all Chamber Members.
In the event of any resultant protest, which must be notified to the Chamber, within 14 days of the date of circulation of the application, the merits of such application and the objections thereto shall be referred for settlement to an Arbitrator or Arbitrators nominated by the parties concerned from Chamber Member firms.
4. On the adoption of these Rules and annually thereafter, all Members shall be called upon to submit for deletion from the Register—
A list of letters and numerals and combinations thereof standing in their names which have not been made use of by them within the last seven years.
5. All entries on the Register in use previous to the adoption of these Rules shall be finally revised and approved by the Chamber Members concerned, and shall form the nucleus of the Register to be governed by these Rules.
6. Any dispute arising in the matter of the above registrations, not herein provided for, shall be referred to the Chamber Committee for a ruling.

* Adopted February 28, 1927.

† Adopted February 26, 1926.

Auction Sale.

Property at Telengapatha.

BY virtue of the commission issued to me in case No. 25,354, D. C., Colombo, I will sell by public auction on February 3, 1928, at 5 P.M. at the first named land:—(1) All that one undivided half part or share of and in (1) two undivided third parts or shares of and in all that allotments of land called *Delawatta alias Kongahawatta*, with the buildings and plantations thereon, situated at Telengapatha village in Ragam pattu of Alutkuru korale, in the Colombo District, Western Province; bounded on the north by the portion of this land said to belong to P. D. Nicholas and another, on the east by the land called *Mahawatta alias Ambagahawatta*, on the south by the property of the heirs of the late G. Don Thomas, on the west by the high road to Negombo; containing in extent about quarter of an acre. (2) Thirty-one undivided forty-two parts or shares of and in all that portion of land called *Kongahawatta*, with the buildings and plantations thereon, situated in Telengapatha aforesaid; bounded on the north by the land called *Siyambalagahawatta* of Don Abraham, on the east by the garden of G. Don Carolis, on the south by the garden of Don Abraham Kankanama, and on the west by *Henayagawatta*; containing in extent 1 rood more or less.

Belmont street, Hulftsdorp.

A. C. KOELMEYER,
Auctioneer and Broker.

Auction Sale.

In the District Court of Galle.

Testamentary In the Matter of the Last Will and Jurisdiction. Testament of Henry William Jansz, No. 6,294. deceased, Fort, Galle.

UNDER and by virtue of commission issued to me in the above case, I shall offer for sale by public auction on Saturday, January 14, 1928, at 2 P.M., at the spot, the following property, viz.:—

The upstairs house and garden (at present Education Office), No. 42, at Pedlar street, Fort, Galle.

4. Leyn Baan street, Fort,

H. W. WEERASINGHE.

Galle, November 19, 1927.

Licensed Auctioneer.

Application for Enrolment as a Proctor.

I, WALTER EDWARD ABAYAKOON, presently of Korale Walawya, Wattala, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court to be admitted and enrolled a Proctor of the said court.

January 7, 1928.

WALTER E. ABAYAKOON.

Application for Enrolment as a Proctor.

I, USHETTIGE DEO PERERA of Pilapitiya, Kelaniya, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court to be admitted and enrolled a Proctor of the said court.

January 10, 1928.

U. L. PERERA.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

I hereby give notice that I have on December 14, 1927, applied to the Assistant Government Agent for the licence shown in schedule hereto annexed, for the licencing period ending September 30, 1928:—

Schedule referred to.

Name and address of applicant: T. A. M. Fernando, Ambalangoda.
Description of licence applied for: Retail off licence for the sale of foreign liquor.
State whether application is for renewal of existing licence or for new licence: New licence.
Situation of premises to be licensed: 1455, Gabada-weediya, Matara.

T. A. M. FERNANDO.

Ambalangoda.

LOCAL BOARD NOTICES.

Sale of Properties, Local Board, Gampola.

NOTICE is hereby given that the houses, &c., at Gampola, mentioned in the annexed schedule, having been seized for default in payment of Police, Local Board, and Water Rates, Gampola, for the 3rd quarter, 1927, will be sold by public auction on February 1, 2, 3, 4, 6, and 7, 1928, on the spot at Gampola, at 8 A.M., in conformity with the Local Boards Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates together with lawful costs of seizure and sale are duly paid.

Further particulars can be obtained from the Local Board Office, Gampola.

The Kachcheri,
Kandy, January 9, 1928.R. H. D. MANDERS,
for Government Agent.

SCHEDULE.

Ambagamuwe Street.—Nos. 38, 62, 63, 88, 137, 139, 139A, 150, 151, 152, 157, 170, 171, 188, 189, 190, 191, 192, 193, 194, 195, 198, and 211.

Kandy Street.—Nos. 7, 13, 20, 22A, 38, 39, 84-85, 86, 86A, 87, 87A, 87B, 89, 90, 92, 98, 100, 103, 104, 105, 107, 114, 128, 110, 111, 112, 130, 136, 142, 157, 158, 160, 161, 165, and 175.

New Nuwara Eliya Street.—Nos. 6, 20, 37, 40, 41-42, 45, and 76.

Station Road.—Nos. 2, 18, 34, 37, and 50.

Malabar Street.—Nos. 13, 14, 22, 23, 24A, 29, 30-31, 32, 76, 77, 78, 81, 83, 84, 85, 86, 90, 92, 102-103, 108, 111, 112, 114, 115, 119, 120, 122, 123, 124, 125, 126, 130, and 133.

Kadugannuwa Street.—Nos. 14, 29, and 34.

Moulton Street.—Nos. 2, 4, and 4A.

Martyn's Lane.—Nos. 2 and 3.

New Kandy Street.—Nos. 4, 10, and 20.

Illawature.—Nos. 10, 16, 17, 22, 23, 24, 25, 26, 29, 31, 37, 40, 42, 44, 46, 56, 57, 60, 61, 63, 65, 67, 70, 71, 72, 74, 75, 79, 81, 82, 82A, 85, 88, 89, 90, 92, 93, 94, 95, 96, 97, 98, 101, 102, 105, 107, 108, 111, 113, 114, 115, 121, 128, 131, 132, 134, 138, 139, 142, 143, 145, 146, 149, and 150.

Mahara.—Nos. 4, 7, 8-9, 12, 51, 55, 56, 62, and 79.

Unamboowe.—Nos. 1, 11, 16, 20-21, 34, 48, 56, 57, and 62.

Kahatapitiya.—Nos. 3, 4, 7, 9, 12, 15-16, 18, 21, 22, 24, 29, 30, 32, 35, 39, 40, 42, 48, 52, 53, 55, 57, 63, 63A, 65, 67, 68, 71, 75, 76, 86, 88, 90, 97, 99, 101, 106, 111, 113, 114, 122, 123, 125, 128, 130, 131, 132, 133, 134, 135, 136, 137, 147A, 148, 153, 155, 156, 164, 169A, 170, 171A, 172, 174, 175, 175A, 175B, 177, 178, 183, 185, and 186.

Byrde Street.—Nos. 4, 18, 21, 23, 32, 33, 34, 36, 38, 58, 81, 83, 92, 95, 96, and 107.

Keerapona.—Nos. 7, 14, 15, 16, 46, 51, 52, 55, 56, 59, 64, 66, 73, and 81.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages, which have been lying in Ceylon Wharfage Company's premises beyond the time allowed by law, will be sold by public auction on Tuesday, February 7, 1928, at 1 p.m., unless previously cleared. All goods sold, but not removed before the expiration of three clear days after the date of approval of the sale, will become liable to the payment of rent at the rates prescribed in the Customs Tariff:—

Number and Date of Entry.	Vessel.	From.	Marks and Numbers.	Number and Description of Packages.
B 2 WAREHOUSE.				
F 1,780, January 25 1927.	ss. Indrapura	Rotterdam	V O E	1 case merchandise
F 191, March 16	ss. Kamo Maru	London	W H 5590/5478	2 cases champagne
F 387, April 5	ss. Mahronda	do.	H L in a diamond, Gampola and 4 outside	1 case Adv. matter
F 1,105, April 14	ss. Clan Mactavish	do.	HDS in a diamond and JS 85 and S W85 outside	2 cases helmets and cotton bleached
F 1,606, April 22	ss. Novara	do.	H L in a diamond and 5 outside	1 case cigarettes
F 356, May 5	ss. Altenfels	Hamburg	V C 2621 C	1 case steel bars
F 357, May 5	Do.	do.	V C 2621A	do.
F 358, May 5	Do.	do.	V C 2621B	do.
F 359, May 5	Do.	do.	V C 2621	do.
F 868, May 11	ss. Athos	Marseilles	J P	do.
F 871, May 11	Do.	do.	D S upon 8906/1/2	2 cases steel bars
F 1,021, May 14	ss. Oxfordshire	Liverpool	G P C or G P C within a diamond, and G P C within an oval upon Ceylon	5 cases lubricating oil
F 2,235, May 30	ss. Nankin	London	B. H. A. Fernando upon P & O parcel No. 2	1 case stoneware pipe
F 180, July 4	ss. Jaypore	Bombay	Nil or SNCS in a diamond and Z C S C29 around	1 drum oil
F 480, July 8	ss. Lautenfels	Hamburg	A T upon F and 2056	1 case hollow glass
T No. 1 WAREHOUSE.				
—	ss. Chinkoa	Bombay	A M & Co	1 bag rubber
—	ss. Barjora	Tuticorin	New York and C D in a diamond	1 bundle Pal. stalks
—	ss. Torilla	Bombay	N S D	1 bag bolts and nuts
No. 8 WAREHOUSE.				
—	—	—	Nil	8 bundles barbed wire
—	—	—	Nil	5 cases tin plates
LYING IN YARD.				
—	ss. Bochum	Batavia	B P or various upon Madras	10 drums oil
—	ss. Nalgora	London	Nil	1 drum oil
B 1 WAREHOUSE.				
F 406, August 6	ss. Nalgora	London	D I F within a polygon, or nil outside	1 bag gum
F 407, August 6	Do.	do.	GLOBE or nil	16 bags corn flour
F 907, August 12	ss. Manela	do.	M upon E O upon A in a diamond R A S C1 around	1 case merchandise
F 1,244, August 13	ss. Altenfels	Hamburg	O W	1 case hollow glass
F 1,077, August 15	ss. Malakuta	London	C T C in a diamond and 569 and 51 outside	1 case cigarettes
F 1,665, August 18	ss. Gandara	do.	P F H B in a rectangle	1 case gramophones
F 2,376, August 30	ss. Morea	do.	M & C or M. C.	1 case merchandise
B 2 WAREHOUSE.				
F 974, June 10	ss. Malda	London	A/41	1 case merchandise
F 2,215, June 28	ss. Kitano Maru	do.	MIF within a triangle, or MIFC within a triangle	1 case merchandise
F 2,422, June 23	ss. Maharatta	do.	C A C upon P in a diamond and D 892 outside	1 case candles and card boxes
F 211, August 3	ss. Stolzenfels	Hamburg	H & C upon India 185	1 case glass samples

H. M. Customs,
Colombo, January 9, 1928.

C. H. COLLINS,
for Principal Collector.

Registration of Buildings for Solemnization of Marriages.

IN pursuance of the provisions of section 12 of the Ordinance No. 19 of 1907, relating to the registration of Marriages other than the Marriages of Kandians or of Muhammadans, I, Chinnappah Coomaraswamy, Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein:—

No.	Date of Registration.	Description.	Situation.	Minister, or Proprietor, or Trustee.	Religious Denomination on whose behalf the Building is registered.
454	January 6, 1928	Wesleyan Church	Welekada, Badulla Town, Badulla District	Rev. C. H. S. Ward, Minister	Wesleyan Methodist

Registrar-General's Office,
Colombo, January 6, 1928.

C. COOMARASWAMY,
Registrar-General.

Molligoda Vernacular Girls' School.

NOTICE is hereby given that an application has been received from Rev. Fr. J. B. Meary for grant in aid of the above school, which is situated at Molligoda, in Kalutara District of the Western Province.

Observations will be received not later than February 13, 1928.

Education Office,
Colombo, January 13, 1928.

L. MACRAE,
Director of Education.

Wiharegama Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of the above school, which is situated in the Matale East district of the Central Province.

Observations will be received not later than February 6, 1928.

Education Office,
Colombo, January 6, 1928.

L. MACRAE,
Director of Education.

Lonach Estate School.

NOTICE is hereby given that an application has been received from Rev. H. R. Cornish for grant in aid of the above school which is situated in the Lower Dikoya district of the Central Province.

Observations will be received not later than February 6, 1928.

Education Office,
Colombo, January 6, 1928.

L. MACRAE,
Director of Education.

R/Kirimetithenna Vernacular Mixed School.

NOTICE is hereby given that the above school situated at Kirimetithenna, Ratnapura District of the Province of Sabaragamuwa, under the management of Rev. D. W. Abayaratne, has been registered as a grant in aid school, with effect from August, 1926.

Education Office,
Colombo, January 6, 1928.

L. MACRAE,
Director of Education.

Kadawala Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. Tudor Ranasinghe for grant in aid of the above school, which is situated at Kadawala, in Negombo District of the Western Province.

Observations will be received not later than February 13, 1928.

Education Office,
Colombo, January 13, 1928.

L. MACRAE,
Director of Education.

Trafford Hill Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of the above estate school which is situated in the Tumpane district of the Central Province.

Observations will be received not later than February 13, 1928.

Education Office,
Colombo, January 13, 1928.

L. MACRAE,
Director of Education.

Cuilcagh Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of the above school, which is situated in the Kalutara District of the Western Province.

Observations will be received not later than February 13, 1928.

Education Office,
Colombo, January 13, 1928.

L. MACRAE,
Director of Education.

Loss of Teacher's Certificate.

IT is hereby notified for general information that the Teacher's Second Class Trained Certificate No. 39 of February 4, 1915, issued to V. Lawrence, presently of Chittankerny Vernacular Mixed School, has been lost.

Managers of schools are warned against employing any person attempting to make use of this certificate.

Education Office,
Colombo, January 5, 1928.

L. MACRAE,
Director of Education.

Loss of Firearms.**MATARA DISTRICT.**

Number and description of gun: A single-barrelled muzzle-loading gun licensed under No. 228/W.K.

Name of owner: L. Babun Appu of Midigama in the Weligam korale of the Matara District.

Remarks: Gun reported to be lost.

The Kachcheri, Matara, January 4, 1928.

J. A. GUNARATNA,
for Assistant Government Agent.

PUTTALAM DISTRICT.

R. M. Mohideen Ibrahim of Puttalam has lost his automatic pistol bearing No. 471 of December 29, 1926.

Puttalam, January 6, 1928.

A. R. HALLOCK,
for Assistant Government Agent.

RATNAPURA DISTRICT.

Description of property: One single-barrelled breech-loading gun, No. 6945/L.S. 384.

Number of licence: 95/AT.

Licensee: M. W. M. Maddumabandara of Godakewela.

Remarks: The gun is reported to have been lost.

The Kachcheri, Ratnapura, January 5, 1928.

J. M. DE SILVA,
for Government Agent.

Description of property: One single-barrelled cap gun; No. 929,370,11 on stock.

Licensee: S. Punsiriya of Dorapane.

Licence Number: 63/KO.

Remarks: The gun is reported to have been lost.

The Kachcheri, Ratnapura, January 8, 1928.

J. M. DE SILVA,
for Government Agent.

Ceylon Savings Bank.

IT is hereby notified by the Directors of the Ceylon Savings Bank, that the rate of interest to be paid to depositors under rule 3 for the year 1928, be 4 per cent. on accounts not exceeding Rs. 1,000, and 3 per cent. on accounts upwards of Rs. 1,000.

Ceylon Savings Bank,
Colombo, January 10, 1928.

K. W. Y. ATUKORALA,
Secretary.

Sale of Timber.

THE under-mentioned timber lying at the Jaffna Forest Department Depot, will be sold by public auction on the spot by the Divisional Forest Officer, Northern Division, Jaffna, on Saturday, February 4, 1928, at 9 A.M. :—

Lot I.—100 palu logs.

Lot II.—10 satin logs.

Lot III.—50 ranai scantlings.

Lot IV.—6 tons satin pieces.

Lot V.—1 mahogany piece (lying at Divisional Office).

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 Officer, 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 or Re. 1 per log will be recognized.

(b) The highest bid will be accepted, subject to the approved price fixed by the Conservator of Forests. The highest bidder, on being declared the purchaser, 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 immediately after acceptance of the bids. The balance should be paid within 15 days of the date of sale 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 15 days of date of sale, and will be at the risk of the purchaser until removed. A charge of Re. 1 per log per week or part of a week is liable to be made for any logs not removed within 15 days of sale. Logs not removed from the depôt within one month is liable to be forfeited 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 25 per cent. of his bid, and refuse or fail to remove the timber within the time specified in clause (e) 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 re-sale which, if an enhanced price is realized at such re-sale, 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.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, January 10, 1928.

**Closure of Area for Application Surveys in
Province of Sabaragamuwa.**

NOTICE is hereby given that surveys in connection with applications for the purchase or lease of Crown land, will in future be undertaken in the Province of Sabaragamuwa in rotation according to the following areas:—

2. The Province is divided into:—

Area No. 1 which includes Kegalla District.

Area No. 2 which includes Ratnapura District.

3. Area No. 2 will be closed on February 24, 1928, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again reopened. This, however, will not preclude applicants from submitting to me for registration applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

4. The next area to be closed for survey will be area No. 1. Applications for the purchase or lease of Crown land in this area should be forwarded to the Assistant Government Agent, Kegalla, as early as possible.

5. The date of closure of No. 1 area will be shortly published, and will represent the date of completion of all work in area No. 2.

W. D. GODSALL,
for Government Agent.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated December 8, 1927, published in the *Government Gazette* No. 7,621 of December 16, 1927, the premises bearing assessment No. 661, situated at Kirillapone road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section

5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from December 20, 1927.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, January 6, 1928.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated December 6, 1927, published in the *Government Gazette* No. 7,619 of December 9, 1927, the premises bearing assessment No. 40, situated at Skinner's road south, Maradana, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from December 21, 1927.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, January 4, 1928.

Foot-and-Mouth Disease.

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

The area is bounded on the north by road from Dehiwala to Boralesgomuwa, south by Paldora fields, east by canal, west by drain (water-course).

This declaration shall take effect from the date hereof.

D. E. WIJESEKERE,
Chief Headman.

January 4, 1928.

Foot-and-Mouth Disease.

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

The area is bounded on the north, south, and east by Pusweldeniya, west by Government road.

This declaration shall take effect from the date hereof.

D. E. WIJESEKERE,
Chief Headman.

January 4, 1928.

Foot-and-Mouth Disease.

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

The area is bounded on the north by fields of Palledora, south by Ambagahawatta, east by Attidiyawela, west by road leading to Attidiya.

This declaration shall take effect from the date hereof.

D. E. WIJESEKERE,
Chief Headman.

December 23, 1927.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Udahamulla in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms

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

The area is bounded on the north by land belonging to Podinonahamy, south by Village Committee road, east by K. Don Simion's land, west by K. Don Simion's land.

This declaration shall take effect from the date hereof.

December 23, 1927. D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by Udahamulla village boundary, south by Munamalgahawatta, east by Munamalgahawatta, west by Udahamulla burial ground.

This declaration shall take effect from the date hereof.

December 23, 1927. D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

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

The area is bounded on the north by Dewata road, south by land belonging to William Atale, east by Dewata road, west by land belonging to Mr. Paranavithana.

This declaration shall take effect from the date hereof.

December 23, 1927. D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Marapola, in Alutkuru korale north of the Negombo District of the Western Province: It is hereby declared in

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

The area is bounded on the north by Village Committee road, south by ela, east by land belonging to Sedohamy, west by land belonging to Daniel Dabrera.

This declaration shall take effect from the date hereof.

A. C. P. ABAYAKOON,
Acting Mudaliyar, Alutkuru Korale North.

December 30, 1927.

Foot-and-Mouth Disease.

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

The area is bounded on the north by land belonging to Don Punchi Singho and others, south by land belonging to Gangadera and others, east by water-course or ela, west by high road.

This declaration shall take effect from the date hereof.

A. C. P. ABAYAKOON,
Acting Mudaliyar, Alutkuru Korale North.

December 30, 1927.

Hoof-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Kankaniyamulla estate (Hayat Group), in Medapattu west korale in Katugampola hatpattu of the Kurunegala District of the North-Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated November 25, 1927, 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, W. ABEYAWARDANE,
Kurunegala, January 5, 1928. for Government Agent.

SALES OF TOLL AND OTHER RENTS.

Toll Rents, Western Province.

NOTICE is hereby given that on Thursday, January 26, 1928, at 12 noon, will be put up for resale at the Colombo Kachcheri at the risk of the original purchasers for the period mentioned below, the under-mentioned Toll Rents of the Western Province; the original purchasers of which may have failed to pay on or before that date the instalment for the month of December, 1927, or any part thereof, that may be due and owing on that date.

The purchaser or purchasers at the resale should deposit one-tenth of the purchase amount on the day of sale.

If the rents are not disposed of at the resale, action will be taken against defaulters in terms of the provisions of the Ordinance No. 21 of 1905.

From February 1 to September 30, 1928.

Canals.—(1) Kalutara, (2) Grandpass, (3) Hendala, (4) Negombo.

Ferries.—Mutwal.

The Kachcheri,
Colombo, January 6, 1928.

R. N. THAINE,
Government Agent.

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

Opening of Foreign Liquor Tavern, Batticaloa District.

NOTICE is hereby given that it is proposed to open the foreign liquor tavern specified in the schedule below, from March 1, 1928.

2. I shall be prepared to receive any written representation up to 9 A.M. on February 18, 1928, on which date at Batticaloa Kachcheri, between the hours of 9 and 9.30 A.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the opening of such tavern.

The Kachcheri,
Batticaloa, January 6, 1928.

C. HARRISON-JONES,
Government Agent.

SCHEDULE.

Beer and Porter Tavern.

Pattu.
Manmunai North

Locality or Range.

.. Within the village of Kaddaimunai

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of rates and costs due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

The Municipal Office,
Colombo, January 10, 1928.

VIVIAN PEREIRA,
for Chairman.

SCHEDULE.

Premises No.	Street.	Quarter and Year.	Date and Time of Sale.
1066/91A (1) 48	Galkapanawatta road	2nd quarter, 1927	February 7, 1928, at 9 A.M.

ROAD COMMITTEE NOTICES.

Branch Roads in Maskeliya District.

NOTICE is hereby given that in terms of "The Branch Roads Ordinance, No. 14 of 1896," a General Meeting of the proprietors or resident managers of the estates interested in the following roads will be held at Maskeliya Club on Wednesday, February 1, 1928, at 3.30 P.M., for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members, and which shall hold office for two years:—

Maskeliya-Moray Branch Road.
Maskeliya-Crudon Branch Road.
Brownlow-Luccombe Branch Road.
Norwood-Upcot Branch Road.

Notice is also given that the Local Committee, as soon as elected, will consider—

1. Election of Chairman, Local Committee.
2. Read notice calling the meeting.
3. Confirm minutes of the last meeting.
4. To pass estimates for the maintenance of the above roads for 1927-28.
5. To report to the Provincial Road Committee, with regard to—

(a) The names of estates (with their acreages) which are interested in and which use the roads;
(b) The sections of the roads used by these estates;
(c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—
for the assessment of moiety of cost of maintenance for the year ending September 30, 1928.

6. Brownlow-Luccombe road assessment for widening.
7. Correspondence.
8. Any other business properly brought before the meeting.

N.B.—The General Meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third acreage.

Provincial Road Committee's Office, E. R. SUDBURY,
Kandy, January 9, 1928. for Chairman.

Duckwari-Cottaganga Branch Road.

NOTICE is hereby given that in terms of "The Branch Roads Ordinance, No. 14 of 1896," a General Meeting of the proprietors or resident managers of the estates interested in the above road will be held at Cottaganga estate bungalow on Tuesday, January 24, 1928, at 9 A.M., for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members, and which shall hold office for two years.

Notice is also given that the Local Committee, as soon as elected, will consider:—

1. Election of Chairman, Local Committee.
2. To pass estimate for the maintenance of the above road for 1927-28.

3. To report to the Provincial Road Committee, with regard to—

(a) The names of estates (with their acreages) which are interested in and which use the road;
(b) The sections of the road used by these estates;
(c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—
for the assessment of the moiety of cost of maintenance for the year ending September 30, 1928.

N.B.—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.

E. R. SUDBURY,
Provincial Road Committee's Office, for Chairman.
Kandy, January 9, 1928.

Election of Members, District Road Committee, Jaffna.

IT is hereby notified that the under-mentioned gentlemen have been elected Members of the District Road Committee, Jaffna, for the years 1928, 1929, and 1930:—

Rev. Father T. M. F. Long, O.M.I., European Member.
Mr. T. Ramanathan, Barrister-at-law, Ceylonese Member.

T. B. RUSSELL,
Provincial Road Committee's Office, Chairman.
Jaffna, January 9, 1928.

Deniyaya-Hayes Branch Road, 1927-1928.

IHEREBY give notice that a meeting of the Local Committee will be held at Deniyaya Resthouse, at 10 A.M. on Tuesday, January 31, 1928, to determine the assessment of the estates concerned, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

M. S. FURLONG,
Deniyaya, December 31, 1927. Chairman.

Election of Members, District Road Committee, Ratnapura.

NOTICE is hereby given that, under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European, Burgher, or Ceylonese Member of the District Committee of Ratnapura for the years 1928, 1929, and 1930 are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Province of Sabaragamuwa at least 10 days before the day of election. The election will be held on Friday, January 27, 1928, at 2 P.M., at the Ratnapura Kachcheri.

Provincial Road Committee, W. D. GODSALL,
Ratnapura, January 7, 1928. Secretary.

NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

"The Local Government Ordinance, No. 11 of 1920."

RULE made by the Local Government Board under section 205 of Ordinance No. 11 of 1920.

The Kachcheri,
Colombo, January 12, 1928.

R. N. THAINE,
President.

RULE REFERRED TO.

In the event of the Secretary of a District Council not being able to carry out the duties imposed upon him by any by-law or by-laws for the time being in force requiring him to summon the first meeting of a new Council, it shall be lawful for the President, Local Government Board, to extend the time for calling such meeting.

Assessment Rate for 1928.

IT is hereby notified that the Kalutara Urban District Council has, in terms of the above Ordinance, imposed for the year 1928 the following rates within the administrative limits of the Kalutara Urban District Council, subject to the provisions of the aforesaid Ordinance:—

Under section 171 (1) (a): A rate of 8 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.

Office of the Urban District Council,
Kalutara, January 4, 1928.

ARNOLD GOONEWARDENE,
Chairman.

TRADE MARKS NOTICES.

Trade Marks registered during the Month of December, 1927.

Trade Mark No.	Advertised in Gazette		Proprietors.	Class.
	No.	of		
3,955	7,607	September 23, 1927	Societo Anonyme Solex	22
3,908	7,608	September 30, 1927	The United Kingdom Tobacco Co., Ltd.	45
3,909	7,608	September 30, 1927	Vauxhall Motors, Ltd.	22
3,959	7,608	September 30, 1927	Abdulhussan Davoodbhoy	39
3,961	7,608	September 30, 1927	Pneumo-Phthysino Manufacturing Co.	3
3,966	7,608	September 30, 1927	J. S. Fry & Sons, Ltd.	42
3,967	7,608	September 30, 1927	The United Kingdom Tobacco Co., Ltd.	45
3,968	7,608	September 30, 1927	Do.	45
3,941	7,609	October 7, 1927	Joseph Rajadorai Peter and Victor Casie Chitty, trading as "Peter and Casie Chitty"	15
3,956	7,609	October 7, 1927	Continental Motors Corporation	6
3,957	7,609	October 7, 1927	The Ceylon Ice & Cold Storage Co., Ltd.	44
3,964	7,609	October 7, 1927	Henderson & Company	42
3,970	7,609	October 7, 1927	Pearce, Duff & Co.	42
3,848	7,610	October 14, 1927	Tootal Broadhurst Lee Co., Ltd.	24
3,935	7,611	October 21, 1927	The Distillers Agency, Ltd.	43
3,976	7,611	October 21, 1927	Herder Bick & Karl Weyer-berg, trading as "Friedr. Herder Abr. Sohn"	12
3,978	7,611	October 21, 1927	Darley Butler & Co., Ltd.	42
3,980	7,611	October 21, 1927	Westfali-sche Drahtindustrie	13
3,981	7,611	October 21, 1927	Do.	5
3,982	7,611	October 21, 1927	Maypole Dairy Co., Ltd.	42
3,983	7,611	October 21, 1927	William Gossage & Sons, Ltd.	2
3,984	7,611	October 21, 1927	Do.	3

Subsequent Proprietors registered during the Month of December, 1927.

(The name in Italics is that of the former proprietor.)

3,454	7,489	October 2, 1925	Thiraviya Nadar, No. 86, Santiago road, Colombo, Trader; <i>Aiyar Cannu Arumugan Perumal Nadar</i>	45
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Trade Marks renewed during the Month of December, 1927.

286	5,685	April 6, 1900	British American Tobacco Co., Ltd.	45
288	5,685	April 6, 1900	Do.	45
1,516	6,599	December 23, 1913	A. S. de S. Indrasekara	3
1,517	6,603	January 23, 1914	The Wall Paper Manufacturers, Ltd.	1
1,526	6,606	February 13, 1914	The Asiatic Petroleum Company (Ceylon), Ltd.	47
1,530	6,615	March 13, 1914	Marechal Ruchon & Co., Ltd.	39 & 50

Trade Marks to be removed from the Register for Non-payment of Renewal Fee.

1,457	6,578	August 29, 1913	Moosajee Moola Ebramjee	48
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Trade Marks removed from the Register for Non-payment of Renewal Fees.

266	5,651	October 6, 1899	William Scouler & Co.	42
267	5,651	October 6, 1899	Do.	42
268	5,651	October 6, 1899	Do.	42
269	5,651	October 6, 1899	Do.	42
1,498	6,587	October 24, 1913	Chow Kit & Company	42

Registrar-General's Office,
Colombo, January 11, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

20/1 NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncancelled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 3,595.

(2) Date of Receipt : June 16, 1926.

(3) Applicant (Proprietor of the Trade Mark) : THE AMERICAN THERMOS BOTTLE COMPANY (a Corporation organized and existing under the laws of the State of Ohio), City of Norwich, State of Connecticut, United States of America ; Manufacturers.

(4) Address for service in the Island : Julius & Creasy, Colombo.

(5) Classes : (a) Thirteen ; and (b) Fifteen.

(6) Goods : All goods in Classes 13 and 15.

(7) Representation of the Trade Mark :

ICY-HOT

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 11, 1928. Registrar of Trade Marks.

10/1 NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncancelled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 3,973.

(2) Date of Receipt : September 17, 1927.

(3) Applicant (Proprietor of the Trade Mark) : BAIRD-TAYLOR BROTHERS, LIMITED (a Company incorporated under the laws of Scotland), 68, Bath street, Glasgow, Scotland ; Wholesale and Export Scotch Whisky Merchants.

(4) Address for service in the Island : Julius & Creasy, Colombo.

(5) Class : Forty-three.

(6) Goods : Whisky.

(7) Representation of the Trade Mark :



Registration of this Trade Mark shall give no right to the exclusive use of the device of the seal.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 11, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncancelled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,004. *28/1*

(2) Date of Receipt : October 11, 1927.

(3) Applicant (Proprietor of the Trade Mark) : THE ASIATIC PETROLEUM COMPANY (CEYLON), LIMITED (a Company organized under the laws of Great Britain), St. Helens Court, Great St. Helens, London, England ; Merchants.

(4) Address for service in the Island : Julius & Creasy, Colombo.

(5) Class : Forty-seven.

(6) Goods : All goods included in Class 47, especially lubricating oil.

(7) Representation of the Trade Mark :

GOLDEN SHELL

This Trade Mark is associated with the Trade Mark No. 643 under section 24.

The applicants undertake that this Trade Mark and the Trade Marks Nos. 4,001, 4,002, and 4,003, when registered, will be assigned or transmitted as a whole and not separately.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 11, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncancelled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,009. *28/1*

(2) Date of Receipt : October 14, 1927.

(3) Applicant (Proprietor of the Trade Mark) : THE DISTILLERS AGENCY, LIMITED (a Company registered under the English Companies Acts), 6, Torphichen street, Edinburgh, Scotland ; Distillers.

(4) Address for service in the Island : F. J. & G. de Saram, Colombo.

(5) Class : Forty-three.

(6) Goods : Whisky.

(7) Representation of the Trade Mark :

HIGHLAND NECTAR

This Trade Mark is associated with the Trade Mark No. 165, under section 24.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 11, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,049.

(2) Date of Receipt : November 22, 1927.

(3) Applicant (Proprietor of the Trade Mark) : APLIN & BARRETT & THE WESTERN COUNTIES CREAMERIES, LIMITED (a Company incorporated under the laws of England) Newton road, Yeovil, Somerset, England ; Manufacturers.

(4) Address for service in the Island : F. J. & G. de Saram, Colombo.

(5) Class : Forty-two.

(6) Goods : Cheese.

(7) Representation of the Trade Mark :

CHEDLET

Registrar-General's Office,
Colombo, January 11, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,045.

(2) Date of Receipt : November 19, 1927.

(3) Applicant (Proprietor of the Trade Mark) : GAMAGE EVENIS NANAYAKKARA, trading as G. E. NANAYAKKARA, No. 56, First Cross street, Pettah, Colombo ; Merchants.

(4) Address for service in the Island, if any : —

(5) Class : Thirty-eight.

(6) Goods : Boots, shoes, slippers, sandals, leggings, and gaiters.

(7) Representation of the Trade Mark :

KNOCKS-ALL

Registrar-General's Office,
Colombo, December 21, 1927.

C. COOMARASWAMY,
Registrar of Trade Marks.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted :—

No. 2,259 of July 15, 1927.

Otto Funk and Ernest Charles Hemmer Valet.

A process and apparatus for extracting or separating the pure cellulose from the bagasse of sugar cane.

Abstract.—By beating and sifting the short fibres are first removed. The bagasse is then treated with a solution of lime and sodium sulphite below 90°. It is next boiled under pressure with soda lye containing caustic potash and sodium sulphite. The bagasse is then boiled with the addition of a dilute soap and is finally washed. A suitable apparatus is described.

The claims are :—

1. A process for extracting the pure cellulose from the bagasse of sugar cane, which consists in treating the bagasse in a suitable container with such substances which dissolve, respectively bring into a state of watery dispersion, the other components of the bagasse, united with the cellulose, such as sugar, fats, resins, waxes, and intracellular substances.

2. A process for extracting the pure cellulose from the bagasse of sugar cane, as set forth in claim 1, including the step of first softening and steaming the bagasse in the container with a clear solution of lime, preferably in presence of sodium sulphite, at a temperature not in excess of 90°C.

3. A process for extracting the pure cellulose from the bagasse of sugar cane, as set forth in claims 1 and 2, including the step of boiling, preferably under pressure, the bagasse previously treated with lime, and after having drawn off the lime solution, in a sodium lye containing caustic potash, eventually in the presence of sodium sulphite.

4. A process for extracting the pure cellulose from the bagasse of sugar cane, as set forth in claims 1, 2, and 3, including the step of heating or boiling the bagasse treated with the sodium lye, in a diluted solution of soap, after which the pure cellulose obtained is washed and subjected to further treatment according to its destination.

5. In a process for extracting the pure cellulose from the bagasse of sugar cane, as set forth in claims 1 to 4, the step of separating the short fibres of the bagasse by beating or sifting, before the bagasse is softened in the lime solution, for obtaining a heat and sound insulating substance.

6. An apparatus for carrying out the process set forth in claims 1 to 4, consisting in a tank with a movable double cover, the lower one of which is perforated and made to rest on the bagasse contained within the tank ; in means for raising and lowering said covers ; in a centrally located vertical pipe through which the steam used for boiling the contents of the tank passes up carrying with it part of the liquids contained in the tank, which overflow on the perforated cover ; in a perforated conical member provided at the lower end of said pipe over the steam inlet and resting on the bottom of said tank, through which conical member the circulating liquids return to be carried again upwardly by the inflowing steam, and in a perforated hood located on top of the steam inlet and within the conical member for diverting laterally the entering steam and letting it out under the column of circulating liquid.

One sheet of drawings.

No. 2,24 of August 1, 1927 (Date applied for under Section 50 of the Ordinance: November 16, 1926).

Herman Hillingö.

A method and an apparatus for the removal of impurities of a mechanical character from liquids.

Abstract.—Five concentric pans are used with small spaces between. In the middle of the central pan is a dome-shaped prefilter with holes in its sides. Liquid poured into pan 1 passes into the prefilter and out at its bottom into the space between pans 1 and 2 and then through holes in the side walls of 2 into pan 3. It leaves this by a hole in the bottom and gets into the space between pans 3 and 4, filters through holes in the sides and part of the base of pan 4 into pan 5 whence it flows out at a spout.

The claims are:—

1. A method for the removal of mechanical impurities from liquids by means of a straining operation, characterized in that the straining surface or surfaces during the straining continuously remain under the level of the liquid.
2. A method as claimed in claim 1, characterized in that preferably vertical or substantially vertical straining surfaces are used.
3. A method as claimed in claim and/or 2, characterized in that the liquid flows in an up and downward direction through the whole apparatus.
4. An apparatus for carrying into effect the methods as claimed in claims 1, 2, and 3, consisting in a plurality of pans, which are placed in each other, which may have a circular, oval, rectangular, square or another suitable shape and the walls of which may be vertical or conical, perforations in these walls and means for spacing the pans.
5. In an apparatus as claimed in claim 4, means are provided between the pans with perforated walls which cause the liquid to flow in an up and downward direction.
6. An apparatus as claimed in claim 4 and/or 5, comprising perforations in the bottom of the largest perforated pan and one or more openings in the wall of the outer pan near the bottom and means for closing said opening or openings.
7. An apparatus as claimed in claims 4–6, copper or aluminium being chosen as a material for the pans.
8. A method and apparatus for the removal of mechanical impurities from liquids substantially as described.

One sheet of drawings.

No. 2,276 of November 19, 1927 (Date applied for under Section 50 of the Ordinance: May 20, 1927).

Morris Godfrey Philip Phillips.

Improvements in and relating to machines for stripping tobacco leaves.

Abstract.—The front of the stripper is mounted upon its support so as to be adjustable in the direction of its length, and has secured to it adjustably, or fixed, a resiliently mounted or rigid member or members, having channels which are disposed opposite the interspaces of the teeth.

The claims are:—

1. A stripping element for a tobacco stripping machine comprising a comblike stripping member, a support for said member, and means adjustable with regard to said comblike member whereby the effective area of the spaces through which the leaves are drawn to strip them may be varied as desired.
2. A stripping element according to claim 1, in which the comblike member is adjustable transversely of its support.
3. A stripping element according to claim 1 or 2, in which the means for varying the effective area of the interspaces of the comb is resiliently mounted, or comprises a number of resiliently mounted or resilient bodies.
4. A stripping element according to claim 1 or 2, in which the means for varying the effective area of the interspaces of the comb comprises a rigid body having transverse grooves or recesses upon its effective surface and adjustable with respect to the comb or the comb and its support.
5. A stripping element according to claim 1 or 2, in which the means for varying the effective area of the interspaces of the comb comprises a rigid body having transverse grooves or recesses upon its effective surface and adjustable with respect to the comb or the comb and its support springs or spring pressed bodies thereon substantially as and for the purpose stated.
6. In a stripping element according to any of the preceding claims, the provision of a resilient or resiliently mounted body or bodies designed to engage the stems and press them into the channels or grooves upon the body or bodies upon the comb.
7. A stripping element for a tobacco stripping machine substantially as described with reference to the appended drawings.

One sheet of drawings.

No. 2,277 of November 23, 1927.

William Ladbroke Hill.

Improvements in or relating to boots and shoes.

Abstract.—The shoe has a strap or band interlaced through the shoe upper: this strap has perforations at its end through which the ordinary shoe lace is threaded and when tied tightens the band.

The claims are:—

1. In a boot or shoe the provision of a strap or band interlaced through the shoe upper, said strap or band having one or more perforations through which the usual lace of the shoe is adapted to be threaded to cause the strap or band to effect the tightening of the boot or shoe upper about the ankle of the wearer when the usual laces are drawn up.
2. In a boot or shoe the provision of a separate and removable strap or band interlaced through the shoe upper, no part of which strap or band passes through the said upper to the interior of the boot or shoe, and said strap or band having one or more perforations through which the usual lace of the shoe is adapted to be threaded to cause the strap or band to effect the tightening of the boot or shoe upper about the ankle of the wearer when the usual laces are drawn up.
3. In a boot or shoe as claimed in either of claim 1 or 2, the provision of a plurality of longitudinally aligned holes at each end of the strap or band adapted to receive the usual shoe lace and to enable the degree of tightness of the upper about the ankle of the wearer of the shoe to be adjusted.
4. Boots or shoes constructed and arranged substantially as hereinbefore described with reference to the accompanying drawing.

One sheet of drawings.

No. 2,278 of November 23, 1927.

Gresham Johnson.

Means for adapting a tea drier or the like for supplying to the drying chamber electrically heated air.

Abstract.—The duct between the air heater and the dryer is formed so that slidable removable frames, bearing electrical resistances, can be inserted into it, thus enabling the air to be electrically heated either alone or in conjunction with the ordinary heater.

The claims are :—

1. Means for adapting a tea drier or the like for electrical heating of the air to be supplied to its drying chamber, by constructing a duct, to join the air heater used heretofore to the drying chamber, with slots and inserting into the said duct through the said slots slidable frames in which are mounted coils or tubes or the like made of refractory material forming an integral part of an electric circuit and which become heated by the electric current supplied to the said circuit and convey heat to the air that is made to flow along the said duct to the said drying chamber.

2. Means for adapting a tea drier so that hot air may be supplied to its drying chamber, heated either by a furnace and stove, or by electrically heated coils or tubes or the like, or by both systems operating together.

Three sheets of drawings.

No. 2,281 of November 26, 1927.

Marconi's Wireless Telegraph Co., Ltd.

Improvements in or relating to aerial systems and high frequency conductors suitable for use therewith.

Abstract.—A directional aerial system comprises a plurality of substantially vertical aeriels spaced horizontally by not more than one half wave length, the aeriels being associated singly or in pairs with a feeder system so that the current in all the aeriels are in phase with one another or in a predetermined phase relationship with one another.

High frequency cable comprises an inner conductor which is located within an outer conductor and is substantially air insulated therefrom.

The claims are :—

1. An aerial system comprising a plurality of substantially vertical aeriels spaced apart horizontally by not more than one half wave length and associated singly or in pairs with a feeder system so that the currents in all the aeriels are in phase with one another or in a predetermined phase relationship with one another.

2. A high frequency cable suitable for use in conveying energy to or from a radio aerial employed for short wave telegraphy or telephony and characterized by the combination of an inner conductor located within and substantially air insulated from an outer conductor.

3. A cable as claimed in claim 2, characterized in that the outer conductor is earthed throughout its length.

4. A cable as claimed in claim 2 or 3, characterized in that the inner and/or the outer conductor is or are tubular.

5. A cable as claimed in claim 2 or 3, characterized in that the inner and/or the outer conductor is or are formed of channels.

6. A cable as claimed in any of claims 2 to 5, further characterized in that the conductors are concentric.

7. A cable as claimed in any of claims 2 to 6, characterized in this that the inner conductor is supported from the outer by means of insulators whose cross sectional area is less than the cross sectional area between the inner and outer conductors, substantially as described.

One sheet of drawings.

No. 2,282 of December 1, 1927.

Victor Bridgman.

Improvements in advertising signs and the like.

Abstract.—The frame has a section which is approximately a truncated right-angled triangle and is fixed above the eye level. The hypotenuse bears the mirror and the top is tilted back from the observer. The uppermost side carries a stencil so that light from the sky or artificial light falls through the stencil on to the mirror and is then reflected down to the eye. Stencil and mirror may be adjustable.

The claims are :—

1. A sign or advertising device or the like of the type set forth in which the reflecting surface and the stencil are so angularly adjusted and arranged and supported relatively to one another and to the horizontal as to be adapted to receive illumination from a source of light located above the reflecting surface and in front of a vertical plane passing through the front edge of the reflecting surface, such light passing through the stencil on to the reflecting surface and being reflected back again to the eye of an observer in front of the mirror so as to produce an effect substantially as and for the purpose described.

2. A sign or advertising device in accordance with claim 1, comprising a box or frame-work having a mirror fitted therein and a stencil arranged above the mirror and either parallel or inclined to it.

3. A sign or advertising device in accordance with claim 1 or 2, in which the stencil is covered with corrugated, fluted or prismatic glass, or similar material.

4. A sign or advertising device in accordance with claim 2 or 3, in which the angle of the reflecting surface or the stencil or both is adjustable.

5. A sign or advertising device in accordance with claims 1, 2, 3, or 4, in which the reflecting surface or the stencil or both is covered with coloured transparent or translucent material.

6. A sign or advertising device in accordance with any of the preceding claims in which the stencil letters are separate from each other for the purpose of changing the inscription.

7. A sign or advertising device in accordance with claim 3, in which the corrugated glass or the like is arranged at a small distance from the stencil.

8. A sign or advertising device in accordance with any of the preceding claims in which the stencil is of flexible material and means are provided for moving the stencil.

9. A sign or advertising device in accordance with any of the preceding claims in which a second reflecting surface is provided for the purpose of reflecting the image in a different direction.

10. A sign or advertising device substantially as described and illustrated in the accompanying drawings.

One sheet of drawings.

No. 2,284 of December 7, 1927.

George Geoffrey Vial.

Improvement in boxes or cases for containing, removing, and marketing produce and merchandise.

Abstract.—A metal binding of angle section having teeth or spikes about its outer edges is used. Two such parallel strips are laid down and two sides, the top and the bottom are pressed on. V's are cut in the strips to enable this form to be bent to box form and the remaining two sides are put inside and pressed into position. The lid angle metal has no teeth to press into the sides so that the lid can be raised. Means are provided for fastening and for making a detachable lid. Longitudinal corrugations may be used in the angle metal and this may be shaped to cause opposite sides to be depressed or to take a tie wire.

The claims are :—

1. In boxes of the type referred to a securing means consisting of two longitudinal corner binding metal bands of angle formation of which band one edge or both edges are cut with teeth adapted to be pressed into and through the wood of one or more of the box sides or faces for securing the same together when receptacle is filled.
2. In boxes of the type referred to a securing means consisting of a longitudinal corner binding metal band or strip of angular formation of which one edge is cut and formed with turned down teeth adapted to be pressed into and through the wood of one face of the box, and the other section is formed with teeth adapted to be pressed into the wood of the adjoining face, the end or ends of two or more of such band strips being formed with a tang which engages with a suitable slot on the end of the adjacent strip thus securing the lid in a closed position whilst the tang lies flat against the box.
3. In boxes of the type referred to a corner band the sides of which are cut or formed with teeth for penetrating the wood as and for the purpose set forth.
4. A corner band, the sides of which are cut or formed with teeth for penetrating certain sides or faces of the box and the ends of which are formed with a finger piece with tooth or tang adapted to lay close against the side of the box when same is filled as and for the purpose set forth.
5. A corner band, the sides of which are cut or formed with teeth for penetrating certain sides or faces of the box with or without fastenings provided in the opposite ends of the said bands.
6. The combination and arrangement of parts for the manufacture of boxes of the type referred to substantially as described.

Two sheets of drawings.

NORMAN RAE,
Registrar of Patents.