



12/29.

# THE CEYLON

# GOVERNMENT GAZETTE

No. 7,626 — FRIDAY, JANUARY 27, 1928.

*Published by Authority.*

## PART I.—GENERAL.

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

|   | PAGE |  | PAGE |
|---|------|--|------|
| Minutes by the Governor .. .. .                 | —    | Miscellaneous Departmental Notices .. .. .     | 410  |
| Proclamations by the Governor .. .. .           | 290  | “Excise Ordinance” Notices .. .. .             | —    |
| Appointments by the Governor .. .. .            | 290  | Sales of Arrack and Toll Rents .. .. .         | 417  |
| Appointments, &c., of Registrars .. .. .        | 292  | Proceedings of Municipal Councils .. .. .      | 418  |
| Government Notifications .. .. .                | 294  | “Local Government Ordinance” Notices .. .. .   | 418  |
| Currency Commissioners’ Notices .. .. .         | —    | Road Committee Notices .. .. .                 | 419  |
| Revenue and Expenditure Returns .. .. .         | —    | Local Board Notices .. .. .                    | 424  |
| Notices calling for Tenders .. .. .             | 305  | Notices to Mariners .. .. .                    | —    |
| Sales of Unserviceable Articles, &c. .. .. .    | 317  | Trade Marks Notifications .. .. .              | 427  |
| Vital Statistics .. .. .                        | 318  | Patents Notifications .. .. .                  | —    |
| Unofficial Announcements .. .. .                | 319  | Meteorological Returns .. .. .                 | —    |
| Specifications under “The Irrigation Ordinance” | 408  | Books registered under Ordinance No. 1 of 1885 | —    |

COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

## PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

J 96/28

A PROCLAMATION.

H. J. STANLEY.

**K** NOW Ye that We, the Governor, in the exercise of the powers vested in Us by section 55 of "The Courts Ordinance, No. 1 of 1889," have been pleased to appoint that the District Court, Jaffna, shall be holden at the Ridgeway Hall, Jaffna, from February 1, 1928, until such date as the ordinary Court-house ceases to be used by the Supreme Court.

Colombo, January 26, 1928.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

F 484/27

A PROCLAMATION.

H. J. STANLEY.

**I** NOW Ye that We, the Governor, in pursuance of the powers in Us vested by section 1 of the Stamp Ordinance, No. 19 of 1927, do hereby appoint January 27, 1928, as the date on which the said Ordinance shall come into operation.

Colombo, January 26, 1928.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

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

No. 42 of 1928.

**H**IS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to sanction the following promotions in the Civil Service, with effect from the dates noted below:—

● To Class I., Grade I.

Mr. C. V. BRAYNE, from November 29, 1927.

To Class I., Grade II.

Mr. J. C. W. ROCK, from October 29, 1927.  
Mr. B. G. DE GLANVILLE, from November 29, 1927.  
Mr. L. J. B. TURNER, from December 1, 1927.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 23, 1928. Colonial Secretary.

No. 43 of 1928.

**M**R. H. C. COCKS 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 Colombo Kachcheri, as from January 25, 1928, until further orders.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 19, 1928. Colonial Secretary.

No. 44 of 1928.

**I**T is hereby notified that HIS EXCELLENCY THE GOVERNOR has been pleased, under Article XIV. (1) of "The Ceylon (Legislative Council) Order in Council, 1923," as amended by "The Ceylon (Legislative Council)

Amendment Order in Council, 1924," to appoint provisionally Mr. HARRY ARCHIBALD BURDEN to be a nominated Official Member of the Legislative Council of Ceylon, in place of Mr. THOMAS REID, who is temporarily absent from the Island.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 25, 1928. Colonial Secretary.

No. 45 of 1928.

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

The Hon. Mr. F. J. SMITH to act as Controller of Revenue of this Colony and to be a Director of the Ceylon Savings Bank, with effect from January 19, 1928, until further orders.

Mr. J. A. MULHALL to be Additional Assistant Colonial Secretary, with effect from January 26, 1928, until further orders.

Mr. N. W. MORGAPPAH (Jr.) to be Office Assistant to the Government Agent, North-Central Province; Deputy Fiscal for the District of Anuradhapura; Additional Police Magistrate, Anuradhapura; and Assistant Superintendent of the Anuradhapura Prison, with effect from January 25, 1928, until further orders.

Mr. M. F. DE S. JAYARATNE to be Office Assistant to the Assistant Government Agent, Matale, and Additional Commissioner of Requests and Police Magistrate, Matale and Dumbura, with effect from January 24, 1928, until further orders.

Mr. B. L. DRIEBERG to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Avissawella, from January 31 to February 2, 1928, inclusive, during the absence of Mr. E. F. MARSHALL, or until the resumption of duties by that officer.

Mr. J. S. WIRASINGHE to act as District Judge, Matara, and Additional Commissioner of Requests and Police Magistrate, Matara, from January 27 to 29, 1928, inclusive, during the absence of Mr. M. PRASAD, or until the resumption of duties by that officer.

Mr. N. DE ALWIS to act as Commissioner of Requests and Police Magistrate, Balapitiya, from January 28 to 30, 1928, during the absence of Mr. E. W. KANNANGARA, or until the resumption of duties by that officer.

Mr. C. L. WICKRAMASINGHE to act as Commissioner of Requests and Police Magistrate, Galle, and Municipal Magistrate, Galle, from January 28 to 30, 1928, inclusive, during the absence of Mr. C. E. DE PINTO, or until the resumption of duties by that officer.

Mr. M. H. JAYATILLEKE to be Additional Police Magistrate, Panadure, on January 30, 1928.

Mr. M. A. PERERA to act as Police Magistrate, Kandy, during the absence of Mr. E. H. LUCETTE, on January 22, 1928, or until the resumption of duties by that officer.

Mr. H. E. DIAS BANDARANAYAKE, Superintendent of Excise, Flying Corps, Colombo, to act as Assistant Commissioner of Excise, Central Division, with effect from January 21, 1928, until the resumption of duties by Mr. B. DE SARAM.

Mr. M. SOMASUNDARAM to be a Justice of the Peace for the Islands division of the Jaffna District.

Mr. M. CHINNAIYAH to be a Justice of the Peace for the District of Batticaloa.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 27, 1928. Colonial Secretary.

No. 46 of 1928.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments with effect from December 22, 1927:—

Mr. W. S. DE SARAM to act as District Judge, Colombo, and a Visitor of the Welikada, Mahara, and Negombo Prisons.

Mr. V. M. FERNANDO to act as Additional District Judge, Colombo.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 26, 1928. Colonial Secretary.

No. 47 of 1928.

**I**T is hereby notified that the Hon. Mr. W. W. WOODS, C.M.G., having returned from leave, resumed duties as Colonial Treasurer on January 10, 1928.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 25, 1928. Colonial Secretary.

No. 48 of 1928.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to make the following appointment in the Ceylon Planters' Rifle Corps to fill existing vacancy:—

*To be Second Lieutenant.*

Company Sergeant-Major EDWARD JAMES MOTT.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 26, 1928. Colonial Secretary.

No. 49 of 1928.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Honorary Lieutenant CHARLES EDWARD HETTIARATCHY of his Commission in the Ceylon Cadet Battalion, with effect from January 11, 1928.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 21, 1928. Colonial Secretary.

No. 50 of 1928.

**H**IS EXCELLENCY THE GOVERNOR has been pleased, under section 4 (3) of Ordinance No. 11 of 1920, to appoint the Hon. Mr. S. OBEYSEKERE, Acting Solicitor-General, to be an Official Member of the Local Government Board in place of the Hon. Mr. M. T. AKBAR.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 25, 1928. Colonial Secretary.

No. 51 of 1928.

**H**IS EXCELLENCY THE GOVERNOR has been pleased, under section 5 (1) of Ordinance No. 18 of 1892, as amended by Ordinance No. 5 of 1925, to appoint Dr. V. NADARAJAH, Medical Officer of Health, Northern Province, to be a Member of the Mannar and Mullaitivu Sanitary Boards, *vice* Dr. R. W. C. THAMBAIAH.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 20, 1928. Colonial Secretary.

No. 52 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under section 9 (1) of Ordinance No. 1 of 1923, to appoint Mr. R. G. COOMBE to be a Member of the Board of Indian Immigrant Labour, *vice* the Hon. Mr. GEORGE BROWN, resigned.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 25, 1928. Colonial Secretary.

No. 53 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, Western Province, for the year 1928—

The Hon. Mr. G. A. WILLE.  
The Hon. Mr. D. B. JAYATILAKA.  
Mr. H. A. P. SANDARASAGARA.  
Mr. O. G. D'ALWIS.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 26, 1928. Colonial Secretary.

No. 54 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. LIONEL PERCY GOONAWARDENE of Y. M. C. A., Karlsrhue Garden, Colombo, to be a Notary Public throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 21, 1928. Colonial Secretary.

No. 55 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. HEWAWASAN HAGGALLAGE DON ABILRENU SENEVIRATNE ABAYAWERA of Deenapamunuwa, Urapola, Veyangoda, to be a Notary Public throughout Kalutara totamune of Kalutara District, with residence and office at Kalutara, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 21, 1928. Colonial Secretary.

No. 56 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. DIONYSIUS WEERATUNGA of Walgama, Matara, to be a Notary Public throughout the judicial division of Matara, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 21, 1928. Colonial Secretary.

No. 57 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. AHAMED LEBBE MOHAMED-EBRAHIM KARIAPPER MOHAMED ABDULLA ZAIN KARIAPPER of Batticaloa to be a Notary Public throughout the judicial division of Batticaloa, and to practise as such in the English and Tamil languages.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, January 23, 1928. Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

**IT** is hereby notified that I have appointed EDO TRIMAHAWITANA to act as Registrar of Births and Deaths of Dellawa division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for fifty-three days, with effect from January 24, 1928, during the absence of the Registrar, PEIRIS ABEYGUNAWARDENA, on leave. His office will be at Pahala-gedarawatta in Dewalegama.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, January 19, 1928. Registrar-General.

**IT** is hereby notified that I have appointed ALBERT EDWARD HARDING to be Deputy Medical Registrar of Births and Deaths of Tangalla town division, in the Hambantota District of the Southern Province, with effect from January 19, 1928, *vice* HENRY JOSEPH PERERA, transferred. His office will be at the Civil Hospital, Tangalla.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, January 19, 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, Kalutara, has appointed DON SIMAN WEERAKKODY WISEGUNAWARDANA to act as Registrar of Births and Deaths of

Warakagoda division, and of Marriages (General) of Gangaboda pattu division, in the Kalutara District of the Western Province, for ten days from January 19, 1928, during the absence of the Registrar, ETULATMUDALIGE DON PEDRICK APPUHAMY, on leave. His offices will be at Uyanwatta in Warakagoda and Radamerulanda in Govinna.

The Additional Assistant Provincial Registrar, Kandy, has appointed WATUPOLA KANDURE BANDARALAGE DORANEGAMA HEEN BANDA SENEVIRATNA to act as Registrar of Births and Deaths and of Marriages (General) of Harispattu No. 1 Division, in the Kandy District of the Central Province, for four days from January 20, 1928, during the absence of the Registrar, THIRI BANDA SENEVIRATNE, on leave. His office will be at Alutwalawwa in Doranegama.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MAYAKADUWEGE CORNELIS APPUHAMY to act as Registrar of Births and Deaths of Medapane korale division, and of Marriages (General) of Kotmale division, in the Nuwara Eliya District of the Central Province, for five days from January 16, 1928, during the absence of the Registrar, WARARENE LIYANAGE SUGATABASA DE ALWIS GUNETILAKA, on leave. His office will be at Hedunawa in Kalapitiya.

The Additional Assistant Provincial Registrar, Matale, has appointed DISANAYAKA BANDARALAGE NEKATTE

**WALAWWE BANDARE** to act as Registrar of Births and Deaths of Kandapalla korale division, and of Marriages (General) of Matale North division, in the Matale District of the Central Province, for seven days from January 16, 1928, during the absence of the Registrar, **EHELEPOLA UDAWALAWWE DISANAYAKA BANDARALAYE HEEN BANDA**, on leave. His office will be at Mohottallayewalawwa in Tolombagolla.

The Additional Assistant Provincial Registrar, Galle, has appointed **ABRAHAM HETTIACHCHI GUNAWARDENA** to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on January 17, 1928, during the absence of the Registrar, **DON DAVID SURIYA-ARACHCHI AMARASEKERA**, on leave. His office will be at Wella-addaramahawatta in Hikkaduwa.

The Additional Assistant Provincial Registrar, Galle, has appointed **INIMANKADAKANKANANGE DIAS GUNAWARDENA** to act as Registrar of Births and Deaths of Telikada division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for two days from January 26, 1928, during the absence of the Registrar, **FRANCIS DIAS JAYASIRI GUNAWARDENA SENEVIRATNE**, on leave. His offices will be at Ambagahawatta in Keradewala and Ambagahaowita-totupalewatta in Majuwana.

The Assistant Provincial Registrar, Matara, has appointed **LOUIS DISSANAYAKA SEDARA** to act as Registrar of Births and Deaths of Kamburupitiya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for two days from January 16, 1928, during the absence of the Registrar, **DIAS MARTIN WANIGASEKERA**, on leave. His office will be at Godawekandewatta in Kamburupitiya.

The Assistant Provincial Registrar, Matara, has appointed **DEONIS SENEVIRATNA YAPA KULATUNGA** to act as Registrar of Births and Deaths of Deiyandara division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for twenty-four days from January 18, 1928, during the absence of the Registrar, **DON AGIRIS RAJAPAKSA**, on leave. His offices will be at Kaluwagahakoratuwa in Deiyandara and Galpottekoratuwa in Radawela.

The Assistant Provincial Registrar, Matara, has appointed **GANGODAGAMAGE DAVID DIAS GUNASEKERA** to act as Registrar of Births and Deaths of Midigama division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for seven days from January 26, 1928, during the absence of the Registrar, **GANGODAGAMAGE DON ANDRIS DE SILVA**, on leave. His offices will be at Dammalagegahalawewatta in Midigama and Bandaranayaka Walauwewatta in Hettiweediya in Weligama.

The Additional Assistant Provincial Registrar, Hambantota, has appointed **DON MIGEL WIJESINHA** to act as Registrar of Births and Deaths of Kahawatta Upper Division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, on January 20, 1928, during the absence of the Registrar, **JOHANNES ABRAHAM SINGAPPULI**, on leave. His office will be at Angahawatta in Mahahilla; additional office: Galhiressewatta in Waharaggoda.

The Assistant Provincial Registrar, Jaffna, has appointed **MURUGESAR TAMPAPILLAI** to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for two days from January 17, 1928, during the absence of the Registrar, **CHINNAPPAR SARAVANAMUTTU**, on leave. His office will be at Jaffna Kachcheri.

The Assistant Provincial Registrar, Jaffna, has appointed **CHARLES STICKNEY** to act as Registrar of Births and Deaths of Uduvil division, and of Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province, for three days from January 18, 1928, during the absence of the Registrar, **THIYAGARAJAPILLAI APPADURAI**, on leave. His office will be at Tuvaratoni in Uduvil.

The Provincial Registrar, Kurunegala, has appointed **SENEVIRATNE KUDA BANDA** to act as Registrar of Births and Deaths of Ihalawisideke korale west division, and of Marriages (General) of Hiriyala hatpattu division, in the Kurunegala District of the North-Western Province, for five days from January 16, 1928, during the absence of the Registrar, **HITINAYAKE MUDIYANSELAGE DINGIRI BANDA**, on leave. His office will be at Moragasgoda.

The Provincial Registrar, Kurunegala, has appointed **RATNAYAKE MUDIYANSELAGE LOKU BANDA** to act as Registrar of Births and Deaths of Madur korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for five days from January 18, 1928, during the absence of the Registrar, **SRI NARAYANA RATNAYAKE HERAT MUDIYANSELAGE RAN BANDA MALMIWALA**, on leave. His office will be at Malmiwala.

The Provincial Registrar, Kurunegala, has appointed **EKANAYAKE MUDIYANSELAGE MUDIYANSE** to act as Registrar of Births and Deaths of Baladora korale division, and of Marriages (General) of Dewamedhi hatpattu division, in the Kurunegala District of the North-Western Province, on January 19, 1928, during the absence of the Registrar, **CHANDRASEKARE APPUHAMY TENNAKON**, on leave. His office will be at Kobeigane.

The Assistant Provincial Registrar, Puttalam and Chilaw, has appointed **SINNATAMBY HAMIDU** to act as Registrar of Births and Deaths and of Marriages (General) of Ponparippu pattu division, in the Puttalam District of the North-Western Province, for fifteen days from January 17, 1928, during the absence of the Registrar, **THAMMANUPILLAI PHILIPPUPILLAI**, on leave. His office will be at Karativu.

The Assistant Provincial Registrar, Puttalam, has appointed **RAJAKARUNA ABEYRATNE HERAT MUDIYANSELAGE UKKU BANDA** to act as Registrar of Births and Deaths and of Marriages (General) of Kirimetiya pattu division, in the Puttalam District of the North-Western Province, for four days from January 17, 1928, during the absence of the Registrar, **RAJAKARUNA ABEYRATNE HERAT MUDIYANSELAGE RAN BANDA NAWAGATTEGAMA**, on leave. His office will be at Nawagattegama.

The Assistant Provincial Registrar, Puttalam, has appointed **BASTIAN KORALLAGE CLEMENTI RODRIGO** to act as Registrar of Births and Deaths of Puttalam pattu north division, and of Marriages (General) of Puttalam pattu and Gravets division, in the Puttalam District of the North-Western Province, for twenty-one days from February 3, 1928, during the absence of the Registrar, **JAYAMANNA MOHOTIGE DON SIMBON**, on leave. His office will be at Kuruvikulam.

The Assistant Provincial Registrar, Anuradhapura, has appointed **EKANAYAKA SENEVIRATNA PATABENDI MUDIYANSELAGE MUTU BANDA** to act as Registrar of Births and Deaths of Unduruwa korale division, and of Marriages (General) of Kalagam palata division, in the Anuradhapura District of the North-Central Province, for twenty days from February 1, 1928, during the absence of the Registrar, **E KALU BANDA**, on leave. His office will be at Unduruwahammillewa.

The Provincial Registrar, Ratnapura, has appointed **ELLEKAPURALLAYE SIMON SINNO** to act as Registrar of Births and Deaths of Karandana division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for four days from January 25, 1928, during the absence of the Registrar, **ELLEKAPURALLAYE RATRANHAMY**, on leave. His office will be at Sarakkuwewatta in Yatipawwa.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, January 21, 1928. Registrar-General.

IT is hereby notified that **JOHN DIAS ABEWICKRAMA GUNASEKERA**, Registrar of Births and Deaths of Hinatigala division, and of Marriages (General) of Talpe pattu division in the Galle District of the Southern Province, will, with effect from February 1, 1928, have an additional office at Sallappugewatta in Habaraduwa.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, January 13, 1928. Registrar-General.

## GOVERNMENT NOTIFICATIONS.

“ THE STAMP ORDINANCE, 1909.”

F 4/28

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

Colonial Secretary's Office,  
Colombo, January 24, 1928.

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

COMPANY REFERRED TO.

The Nelliampathy Hills (Cochin) Estates Co., Ltd.

G 929/27

APPLICATIONS on form General 187 (F 2) from officers in Class I. of the Clerical Service for transfer to the post of Chief Clerk, Office of the Commissioner of Stamps, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before February 6, 1928.

Colonial Secretary's Office,  
Colombo, January 24, 1928.

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

G 1116/27

APPLICATIONS on form General 187 (F 2) for the post of Assistant Accountant, Public Works Department, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before February 6, 1928.

Colonial Secretary's Office,  
Colombo, January 23, 1928.

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

### Notification under Land Sale Regulations.

L 305/26

NOTICE is hereby given, in terms of sections 59 and 60 of the Land Sale Regulations, that an application has been received from Mr. C. V. Pereira of St. Thomas' College, Mount Lavinia, the Manager of the Christ Church School, Galkissa, for the lease to him, without competition, of an allotment of Crown land opposite the Railway Porters' Quarters at Mount Lavinia, situated at Galkissa, within the Sanitary Board limits of Mount Lavinia-Dehiwala, in the Colombo District of the Western Province, in extent 1 rood and 26.55 perches, and described as lot 1 in preliminary plan No. 19,323.

This land is required for the erection of a school and chapel. It is, therefore, proposed to lease it for that purpose to the aforesaid Manager, without competition, for a period of 99 years at a rental of Rs. 50 per annum, unless valid reasons to the contrary are adduced in writing to the undersigned within six weeks from the date hereof.

The Notification published in *Ceylon Government Gazette* No. 7,558 of December 3, 1926, is hereby cancelled.

Colonial Secretary's Office,  
Colombo, January 27, 1928.

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

### “ THE CEYLON POST OFFICE ORDINANCE, 1908.”

P 15/27

RULE made by His Excellency the Governor in Executive Council under sections 9 and 10 of “ The Ceylon Post Office Ordinance, 1908,” and declared to be in force as from February 1, 1928.

Colonial Secretary's Office,  
Colombo, January 25, 1928.

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

#### RULE.

Rule 41 of the rules made under “ The Ceylon Post Office Ordinance, 1908.” published by Notification dated February 26, 1909, in the supplement to the *Government Gazette* No. 6,297 of the same date, as amended by Notification dated November 11, 1918, in *Government Gazette* No. 6,977 of November 14, 1918, and Notification dated December 22, 1919, in *Government Gazette* No. 7,081 of January 30, 1920, is hereby repealed, and the following rule substituted therefor:—

41. *Post Cards.*—The postage on post cards shall be 2 cents on each card. A private post card posted unpaid shall be charged on delivery with double postage, and if posted insufficiently prepaid, it shall be charged on delivery with double the amount of the deficiency.

Y 9/27

IT is hereby notified that an examination under the regulations of January 11, 1924, for gentlemen in the Civil Service will be held in the Council Chamber on Monday, April 23, 1928, at 10 A.M., and following days, namely:—

|                     |              |                    |                     |
|---------------------|--------------|--------------------|---------------------|
| Monday, April 23    | .. Sinhalese | Thursday, April 26 | .. Law and Accounts |
| Tuesday, April 24   | .. Law       | Friday, April 27   | .. Tamil            |
| Wednesday, April 25 | .. Law       | Saturday, April 28 | .. Tamil            |

The examination for officers in the Police Department and the Forest Department, and the *vidu voce* examination in the vernacular languages for officers in the Public Works Department, the Survey Department, the Telegraph Department, the Irrigation Department, the Railway Department, and the Hargour Engineer's Department will be held at the same time and place.

Candidates are required to send in their names so as to reach this office not later than March 26, 1928.

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

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

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, January 27, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.

#### Code of Regulations for Assisted English Schools.

E 304/27

THE following regulations regarding leave to teachers, which have been passed by the Board of Education for inclusion in the Code of Regulations for Assisted English Schools, are hereby published for general information in accordance with section 10 (2) of Ordinance No. 1 of 1920.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, January 21, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.

#### REGULATIONS REFERRED TO.

Add the following clause after clause 33:—

*Clause 33 A.—(a) Full grant towards the salaries of eligible teachers will be paid only if the following rules have been observed. Grant will not be paid in case of absence in excess of the leave approved by these rules.*

Teachers are entitled to vacation leave during the usual vacation of their school or college but not at any other time of the year except—

- (i.) Where leave is required owing to private reasons of the gravest urgency when casual leave on full pay may, at the discretion of the Manager, be allowed for periods of not more than six days at a time up to a maximum of fourteen days in the school year.
- (ii.) In cases of serious illness during term time necessitating leave beyond the period provided for above, when, if the Director is satisfied that the concession is deserved, full pay leave may be granted for a period not exceeding six weeks in respect of any school year provided that arrangements approved by the Inspector are made for the absent teacher's work without additional expense to the school.

(b) Except as provided for in (i.) and (ii.) above, leave granted on account of illness during term time shall be on half pay, and leave granted for any other purpose shall be on no pay. In the case of no pay leave the Department will pay grant for an approved substitute according to his qualifications.

(c) (i.) All applications for leave on account of illness must be supported by a medical certificate to the satisfaction of the Manager; otherwise the leave will be on no pay;

(ii.) In cases where teachers are summoned as witnesses in criminal or Crown cases or have to serve on the jury or attend a military camp of exercise or are required to attend an official inquiry, such absence will be regarded as on duty and full pay allowed. In all applications for leave of absence on such grounds, the summons or order requiring the teacher's presence should be attached;

(iii.) Applications for leave on private business must, as a rule, reach the Manager at least ten days before the date from which the leave is asked for;

(iv.) When teachers attend Court in civil cases instituted by or against them, leave will be on no pay.

(d) The Manager shall give in his annual returns particulars of no pay leave granted to teachers during the previous year, stating whether or not a substitute has been appointed to succeed him. Where such a substitute is appointed, his name and qualifications, the number of days in which he acted, the salary to which he was entitled, and the amount actually paid should be stated.

## Code of Regulations for Government Schools.

E 51/26

THE following amendment to the Code of Regulations for Government Schools, which has been passed by the Board of Education, is hereby published for general information in accordance with section 10 (2) of Ordinance No. 1 of 1920.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, January 21, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.

## AMENDMENT REFERRED TO.

In lieu of clauses 102, 104, 105, and 106 substitute the following:—

102. (a) The Registers of Admission and Attendance of a type Admission and approved by the Director, together with the Log Book, must always Attendance be kept in the school during school hours. Registers.

(b) The names of all pupils must be entered in the Register of Daily Attendance according to their standards. The names in each standard must be entered and preserved in the order of admission. The attendance of each teacher, pupil teacher, and pupil must be marked at every session of the school. For this purpose the afternoon session shall count as a separate meeting of the school if it is separated by an interval of more than 15 minutes from the morning session.

(c) In order to register punctuality of attendance, the register shall be opened at the beginning of each session, and each child who is present shall receive a mark in black ink, thus /.

(d) A period of three minutes in each session of the school must be set down on the school time table for the closing of the registers, during which the attendance of late comers will be marked with an oblique stroke in red ink. Absence will be indicated by means of a cypher, thus 0. The registers shall be closed at least three hours before the end of a one-session school, and at least one and a half hours before the end of each session of a two-session school.

The register must be checked and the total attendances entered at the foot of the column by the responsible teacher during the three minutes set apart for closing, and this total may be changed only by the addition of plus or minus signs.

(e) In a one-session school the attendance of any pupil who does not put in at least three hours after the closing of the register shall not be counted, and the attendance of any pupil who leaves the school during this period shall then and there be cancelled, thus  $\emptyset$ , by enclosing the mark indicating presence with a circle in black ink.

In each session of a two-session school the attendance of any pupil who does not put in at least one and a half hours after the closing of the register shall not be counted, and the attendance of any pupil who leaves the school during this period shall then and there be cancelled, thus  $\emptyset$ , by enclosing the mark indicating presence with a circle in black ink.

(f) All teachers and pupils must be present throughout the meeting of the school. Pupils who are withdrawn from any religious observance or instruction in accordance with section 15 of the Ordinance No. 1 of 1920 must be provided for separately.

(g) If a pupil is marked absent and is subsequently discovered to be present, the oblique stroke shall be drawn through the mark indicating absence.

(h) These alterations shall be endorsed in red ink at the foot of the column, thus :

No. 26 Absent 14. 3. 26

or

No. 14 Present 15. 3. 26

and shall be initialed by the head teacher.

(j) In no circumstances whatever may erasures be made.

(k) Normally the class teachers will mark the registers, but in all cases the Principal or head teacher will be responsible that the foregoing rules are observed.

(l) If a pupil is admitted to or leaves the school at any time other than the beginning or end of a term, the unoccupied portion of the register devoted to his name shall be ruled through forthwith.

(m) When a holiday is given, a line must be drawn through the whole length of the register for those occasions upon which the school does not meet.

(n) At the end of each month the summary must be filled up showing (1) the number of school meetings during the month; (2) the total number of attendances; (3) the number on the list and the average attendance for the month.



F 521/28

PURSUANT to the 2nd section of the Pension Minute of December 9, 1908, it is hereby notified that the holders of the offices specified below are entitled to pension.

Colonial Secretary's Office.  
Colombo, January 27, 1928.

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

HIS EXCELLENCY THE GOVERNOR.

Chief Sinhalese Interpreter to the Governor.  
Arachchi.  
Kangani.

GENERAL.

Colonial Secretary.  
Officers of the Ceylon Civil Service (including officers in Class V.) and Cadets.  
Officers of the Clerical Service, Classes Special, I., II., and III.  
Officers in Classes Special, I., and II. of the Shroffs' Scheme.  
Ratamahatrnayas.  
District Mudaliyars.  
Maniagars, Vanniaks, and Adigars.  
Presidents of Village Tribunals.  
Korale Muhandiramams.  
Chena Surveyor Muhandiramams.  
Bookbinders.

LEGISLATURE.

Three Stenographers.

SECRETARIAT.

Archivist and Librarian.  
Bungalow-keeper, Colonial Secretary's Lodge, Kandy.\*

Printing Branch.

Government Printer.  
Assistant Government Printer.  
Second Assistant Government Printer.  
Third Assistant Government Printer.  
Clerks under the Scheme of 1922.  
Head Reader.  
Foreman, Bookwork Department.  
Foreman, Jobbing Department.  
Foreman, Binding Department.  
Foreman, Machine Department.  
Foreman, Monotype Keyboards.  
Foreman, Monotype Casters.  
Two Readers.  
Permanent Staff, Divisions A, B, and C.

\* CONTROLLER OF REVENUE.

Shorthand Typist.

TREASURY.

Assistant Colonial Treasurer.  
Financial Assistant and Accountant.  
First Assistant Accountant.  
Second Assistant Accountant.  
Shorthand Writer and Typist.

STAMP OFFICE.

Stamp Counter.

AUDIT OFFICE.

Colonial Auditor.  
Assistant Colonial Auditor.  
Assistant Auditor for Railways.  
Chief Audit Examiners.

GOVERNMENT AGENT, WESTERN PROVINCE.

Kalutara.

Stenographer.

GOVERNMENT AGENT, CENTRAL PROVINCE.

Kandy.

Stenographer.

GOVERNMENT AGENT, EASTERN PROVINCE.

Shorthand Typist.

GOVERNMENT AGENT, NORTH-CENTRAL PROVINCE.

Amuradhapura.

Revenue Officer and President, Village Tribunal of Tamankaduwa.

GOVERNMENT AGENT, PROVINCE OF UVA.

Badulla.

Superintendent of Village Works.

LOCAL GOVERNMENT BOARD.

Government Assessor.  
Chief Clerk.

LAND SETTLEMENT DEPARTMENT.

Draughtsmen.  
Process Writer and Telephone Operator.

SURVEY DEPARTMENT.

Surveyor-General.  
Deputy Surveyor-General.  
Assistant Surveyor-General.  
Accountant.  
Superintendents of Surveys.  
Superintendent, Observatory.  
Assistant Astronomer.  
Assistant Superintendents of Surveys on Permanent Staff.  
First Grade Surveyors.  
Second Grade Surveyors.  
Third Grade Surveyors (when the holders of these posts have served for ten years).  
Clerks and Draughtsmen, Classes Special, I., and II., and Class III. after ten years' service.  
Meteorological Observer at Colombo.  
Senior Technical Assistants at the Observatory.  
Junior Technical Assistants at the Observatory.  
Head Mechanic.

GOVERNMENT STORES DEPARTMENT.

Colonial Storekeeper.  
Assistant Colonial Storekeeper.  
Second Assistant Colonial Storekeeper.  
Magazine Keeper.  
Wharf Clerk.  
Telephone Operator.

REGISTRAR-GENERAL'S DEPARTMENT.

Assistant Registrar-General.  
Second Assistant Registrar-General.  
Third Assistant Registrar-General.  
Medical Registrars of Births and Deaths.

DEPARTMENT OF INDIAN IMMIGRANT LABOUR.

Accountant.  
Travelling Inspectors.

IMMIGRATION AND QUARANTINE.

Superintendent, Quarantine Camp, Mandapam.  
Assistant Superintendent, Ragama.  
Supervisor, Disinfecting Station, Colombo.  
Chief Clerk, Quarantine Camp, Mandapam.  
Storekeeper, Engineering Branch, Quarantine Camp, Mandapam.

CUSTOMS.

Colombo.

Third Landing Surveyor.  
Fourth Landing Surveyor.  
Accountant.  
Chief Appraiser.  
Chief Assistant Appraiser.  
Second Assistant Appraiser.  
Shipping Master.  
Assistant Shipping Master.  
Assistant Appraisers.  
Charges Officer.  
Assistant Charges Officers.  
Preventive Officer.

\* Pension rights are limited to those who were appointed to this post prior to November, 1918.

Chief Assistant Preventive Officer.  
 Assistant Preventive Officers.  
 Customs Officers, Special Class and Classes I. and II. in the Scheme of 1922.  
 Tide Surveyors and Lockers.  
 Chief Tidewater.  
 Preventive Officers, Outports, on Rs. 400 per annum and over.

## COLOMBO PORT COMMISSION.

Secretary.  
 Accountant.  
 Assistant Accountant.  
 Invoice Clerk, Accounting Branch.  
 Master Attendant.  
 Deputy Master Attendant.  
 Assistant Master Attendant and Pilot, Galle.  
 Pilots.  
 Clerk and Timekeeper.  
 Head Serang.  
 Three Keepers of the Revolving Light.  
 Head-Lightkeeper of the South-west Breakwater Light.  
 Signalmen.  
 Telephone Clerks.  
 Life Linesman.  
 Harbour Engineer.  
 Chief Assistant Engineer.  
 One Assistant Engineer.  
 Mechanical Superintendent.  
 Docking and Slipping Master.  
 Assistant Docking and Slipping Master.  
 Deputy Mechanical Superintendent and Mechanical Foreman.  
 Foreman Boiler Smith and Ship Repairer.  
 Trains and Goods Officer.  
 General Foreman.  
 Machinery Foreman, Graving Dock and Patent Slip.  
 Mechanical Foreman, Harbour Tugs.  
 Oil Facilities Officer.  
 Foreman Platelayer.  
 Boathouse Superintendent.  
 Dredger Master (while the appointment is held by Mr. H. V. Warner).  
 First Engineer, Dredger (while the appointment is held by Mr. J. W. Todd).  
 Second Engineers, Dredger.  
 Sanitary Inspector.  
 Surveyors, Classes I. and II. of the Scheme of 1922.  
 Draughtsmen, Classes I. and II. of the Scheme of 1922.  
 Clerks, Classes I. and II. of the Scheme of 1922.  
 Carpenter.  
 Railway Checker.

## PORTS OTHER THAN COLOMBO.

*Master Attendant, Colombo—Coast Lights.*

Three Lighthouse Keepers.

*Master Attendant, Galle.*

Lighthouse Keeper.  
 Assistant Lighthouse Keeper.  
 Carpenter.  
 Two Quartermasters.

*Master Attendant, Trincomalee.*

Superintendent of Lighthouses.  
 Light Keepers.  
 Signalman.

*Master Attendant, Batticaloa.*

Light Keeper and Signaller.

## EXCISE DEPARTMENT.

Assistant Commissioners of Excise.  
 Superintendents of Excise.  
 Assistant Superintendents of Excise.  
 Excise Inspectors.  
 Excise Sergeants.  
 Excise Guards on Rs. 400 per annum and over.

## SALT ESTABLISHMENT.

Salt Adviser.  
 Officers in Classes Special, I., II., and III. of the Revenue Salt Department Scheme.  
 Constables drawing salaries of Rs. 504 per annum and upwards.

## POST AND TELEGRAPHS.

Assistant Postmaster-General.  
 Accountant.  
 Assistant Accountants.  
 Assistant, Post and Telegraph Department.  
 Superintendents of Mails.  
 Inspectors of Post Offices.  
 Investigating Inspectors.  
 Chief Engineer.  
 Assistant Chief Engineer.  
 Divisional Engineers.  
 Assistant Engineers.  
 Foreman Cables.  
 Superintendent, Telegraph and Telephone Traffic.  
 Assistant Superintendent, Telegraph and Telephone Traffic.  
 Clerks in Classes Special, I., II., and III.  
 Draughtsmen, Classes I. and II.  
 Storemen.  
 Postmasters and Signallers, Classes Special, I., and II.  
 Postmistresses.  
 Local Postmasters.  
 Local Assistants.  
 Two Tamil Transliterators.  
 Assistant Shroff.  
 Telegraph and Telephone Inspectors, Classes Special, I., and II.  
 Lady Supervisor of Telephones (while the appointment is held by Miss E. R. Pasley).  
 Assistant Lady Supervisor of Telephones.  
 Telephone Monitors.  
 Female Telephonists.  
 Night Telephonists.  
 Telegraph Storekeeper.  
 Assistant Telegraph Storekeeper.  
 Hall Porter.  
 Cycle Overseers.  
 Arachchi, Central Telegraph Office.  
 Stamp Packer.  
 Inspectors of Telegraph Messengers.  
 Mail Guards on Rs. 400 per annum and over.  
 Tracer.  
 Painter.  
 Head Overseers.  
 Overseers.  
 Skilled Workmen on Rs. 400 per annum and over.  
 Linemen on Rs. 400 per annum and over.

## LEGAL.

*Supreme Court.*

Chief Justice.  
 Puisne Justices.  
 Registrar.  
 Deputy Registrars.  
 Shorthand Writers.  
 Sword Bearer.  
 Mace Bearer.  
 Marshals.  
 Court Sergeants.

*District Courts.*

*Batticaloa.*

District Judge.

*Colombo.*

District Judge.  
 Additional District Judge.  
 Second Additional District Judge.  
 Shorthand Writers.

*Kandy.*

District Judge and Joint Commissioner of Requests.

*Chilaw.*

District Judge.

*Attorney-General.*

Attorney-General.  
 Crown Counsel.  
 Legal Draftsman (while the appointment is held by Mr. A. Dyer Ball).  
 Assistant to the Attorney-General (while the appointment is held by Mr. L. M. D. de Silva).  
 Shorthand Typists.

*Solicitor-General.*

Solicitor-General.  
 Deputy Solicitor-General.

**POLICE DEPARTMENT.**

Inspector-General of Police.  
 Deputy Inspectors-General of Police.  
 Superintendents.  
 Assistant Superintendents.  
 European Chief Inspector.  
 Chief Inspectors.  
 European Inspectors.  
 Inspectors.  
 European Sub-Inspectors.  
 European Sergeants.  
 Sub-Inspectors.  
 Sergeants-Major.  
 Sergeants.  
 Constables.  
 Lecturers, Police Training School.  
 Shorthand Writers and Typists.

**PRISONS DEPARTMENT.**

Inspector-General of Prisons.  
 Superintendents.  
 European Jailers.  
 Ceylonese Jailers, Classes I. and II.  
 Executioner.  
 Assistant Executioner.  
 Head Overseers, Overseers, and Sub-Overseers, Classes I., II., and III.  
 Guards drawing a salary of Rs. 300 per annum.

**DEPARTMENT OF MEDICAL AND SANITARY SERVICES.***Headquarters Staff.*

Director of Medical and Sanitary Services.  
 Deputy Director of Medical and Sanitary Services.  
 Assistant Director of Medical Services.  
 Assistant Director of Sanitary Services.  
 Accountant.  
 Assistant Accountant.

*General Hospital, Colombo.*

Medical Superintendent.  
 Pathologist.  
 Radiologist (while the appointment is held by Dr. H. O. Gunawardena).  
 Laboratory Assistants.  
 Head Overseer.

*Kandy Hospital.*

Medical Superintendent.

*Bacteriological Institute, Pasteur Institute, and Government Vaccine Establishment.*

Director.  
 Bacteriologist.  
 Laboratory Assistants.

*Lunatic Asylum.*

Medical Superintendent.  
 Overseers.

*Leper Asylum.*

Medical Superintendent.

*Anti-Tuberculosis Institute.*

Medical Officer in Charge.

*Medical Stores.*

Superintendent and Chief Medical Storekeeper.  
 Assistant Superintendent.  
 Overseers.

*General Administration.*

Inspecting Medical Officers.  
 Provincial Surgeons.  
 Medical Officer in Charge, Lady Havelock and Lady Ridgeway Hospitals.  
 Medical Officers, Grades I. and II.  
 Senior Medical Officers of Health.  
 Medical Officers of Health, Grades I. and II.  
 Sanitary Engineers.  
 Apothecaries, Special Class and Classes I. and II.  
 Hospital Assistant, Prison Hospital, Colombo.  
 European Matrons, Assistant Matrons, and Nursing Sisters.\*  
 Locally appointed Matrons and Nurses.\*  
 Inspectors of Vaccination.  
 Vaccinators, Classes I. and II.  
 Female Vaccinators.  
 Hospital Stewards.  
 Sanitary Superintendent.  
 Sanitary Inspectors, Classes I. and II.  
 Opium Storekeeper (while the appointment is held by Mr. C. E. Hills).

*Anti-Malarial Campaign.*

Superintendent, Anti-Malarial Campaign (while the appointment is held by Dr. K. J. Rustomjee).  
 Medical Entomologist.  
 Entomological Assistants.  
 Laboratory Assistant.

**MEDICAL COLLEGE.**

Professor of Physiology and Registrar.  
 Sub-Assistant in Physiology.  
 Laboratory Assistants.

**GOVERNMENT ANALYST'S DEPARTMENT.**

Analyst.  
 Deputy Analyst.  
 Sub-Assistants.  
 Laboratory Attendants.

**EDUCATION DEPARTMENT.**

Assistant Director of Education.  
 Office Assistant.  
 Accountant.  
 Chief Inspector of English Schools.  
 Chief Inspector of Vernacular Schools.  
 Divisional Inspectors of Schools.  
 Inspector of Industrial Schools.  
 Inspector of Weaving Schools.  
 District Inspectors and Assistant Inspectors of Schools.  
 Inspector of Art.  
 Assistant Inspectors of Art.  
 Inspectress of Needlework.  
 Inspectresses of Girls' English Schools.  
 Assistant Inspectress of Needlework.  
 One Inspector and one Assistant Inspector of Drill and Games.  
 Printer.  
 Assistant Printer.  
 Compositors.  
 Machine Minder.  
 Trained Supervisors.

*Government Technical Schools, Colombo.*

Principal.  
 Electrical Assistant.  
 Engineering Assistant.  
 Chief Instructor, Commercial Classes.  
 Instructor in Mathematics.  
 Instructor in Signalling.  
 Art Master.  
 Mechanic.  
 Carpenter.

*Royal College.*

Principal.  
 Mathematics Master.  
 Classics Master and Vice-Principal.  
 Science Master.  
 Assistant Masters.  
 Drawing Master.  
 Demonstrator (Science).

\* See proviso to section 14 of the Pension Minute.

*Training College.*

Principal.  
 Vice-Principal.  
 Lecturers.  
 Lecturer, Infant Students.  
 Lecturer, Women Students.  
 Lecturer, Art and Manual Training.  
 Training Masters and Practising School Masters.  
 Matron, Women's Hostel.  
 Assistant Lecturer, Art and Manual Training.  
 Assistant Matron, Women's Hostel.  
 Assistant Matron.  
 Storekeeper.  
 Agricultural Instructor.  
 Carpentry Instructor.

*Gampaha Training School.*

Superintendent.  
 Assistant Master.

*Jaffna Training School.*

Superintendent.  
 Training Masters.

*English, Anglo-Vernacular, and Vernacular Schools.*

Teachers.

*Technical School, Jaffna.*

Superintendent.  
 Instructor.

*Rural Industrial Schools.*

Industrial Teachers.

## UNIVERSITY COLLEGE.

Principal (while the appointment is held by Mr. R. Marrs).  
 Professor of English Language and Literature.  
 Professor of History and Economics (while the appointment is held by Mr. S. A. Pakeman).  
 Professor of Mathematics (while the appointment is held by Mr. C. Suntheralingam).  
 Professor of Chemistry (while the appointment is held by Mr. W. N. Rae).  
 Professor of Botany (while the appointment is held by Mr. N. G. Ball).  
 Lecturer in Chemistry (while the appointment is held by Mr. J. P. C. Chandrasena).  
 Lecturers in Mathematics (while the appointments are held by Messrs. U. D. R. Caspersz and F. H. V. Gulasekharam).  
 Librarian (while the appointment is held by Mr. R. S. Enright).  
 Demonstrator in Chemistry (while the appointment is held by Mr. E. L. Fonseka).  
 Laboratory Assistants.

## ARCHAEOLOGICAL DEPARTMENT.

Archaeological Commissioner.  
 Draughtsmen.  
 Clerk.  
 Photographer.

## COLOMBO MUSEUM.

Director.  
 Secretary and Librarian.  
 Assistant Librarian.  
 Preparations Assistant.  
 Assistant in Systematic Entomology.  
 Two Taxidermists.  
 Laboratory Assistant.  
 Gardener.  
 Draughtsman.

## DEPARTMENT OF FISHERIES.

Assistant Marine Biologist.  
 Marine Superintendent.  
 Storekeeper.

## DEPARTMENT OF AGRICULTURE.

Director.  
 Office Assistant.  
 Shorthand Typist.

## Scientific and Agricultural Staff Officers :—

Mycologist.  
 Entomologist.  
 Assistant Entomologist.  
 Economic Botanist.  
 Assistant Mycologists.  
 Inspectors, Plant Pests and Diseases.  
 Manager, Experiment Station, Peradeniya.  
 Divisional Agricultural Officers.  
 Curator, Peradeniya Gardens.  
 Curator, Hakgala Gardens.  
 Officers of Classes I., II., III., and IV. of the Scheme for Subordinate Staff of the Agricultural, Research, and Field Branches.  
 Draughtsmen.  
 Vernacular Instructors.  
 Conductors and Upper Gardeners.  
 Gardeners.\*

## VETERINARY DEPARTMENT.

Veterinary Surgeon.  
 Assistant Veterinary Surgeon.  
 Officers in Classes Special, I., II., III., and IV. of the Veterinary Department Scheme.  
 Laboratory Assistant.

## DEPARTMENT OF MINERALOGY.

Government Mineralogist.

## FOREST DEPARTMENT.

Conservator of Forests.  
 Deputy Conservators of Forests.  
 Assistant Conservators of Forests.  
 Extra Assistant Conservators of Forests.  
 Accountant.  
 Foresters.  
 Forest Rangers.  
 Head Forest Guards.  
 Draughtsman.  
 Assistant Draughtsman.  
 Depôt Keepers, Central Timber Depôt, Colombo, Jaffna, and Nuwara Eliya.  
 Forest Overseers.  
 Forest Guards on Rs. 400 per annum and over.

## INSPECTOR OF MINES.

Inspector of Mines.  
 Assistant Inspector of Mines.

## REGISTRAR OF PATENTS.

Two Draughtsman-Clerks.

## RAILWAY DEPARTMENT.

General Manager.  
 Deputy General Managers.  
 Assistants to General Manager.  
 Mechanical Engineer.  
 Works Superintendents.  
 Railway Storekeeper.  
 Assistant Railway Storekeepers.  
 Divisional Transportation Superintendents.  
 Assistant Divisional Transportation Superintendents.  
 Accountant, Construction Department (while the appointment is held by Mr. V. A. Loos).  
 Chief Accountant.  
 Deputy Chief Accountant.  
 Assistant Accountants.  
 Engineer, Way and Works.  
 Deputy Engineer, Way and Works.  
 Assistant Engineer, Way and Works.  
 Office Assistant to Engineer, Way and Works.  
 District Engineers, Way and Works.  
 Assistant District Engineer, Way and Works.  
 Signal Engineer, Way and Works.  
 Lands Officer, Way and Works.  
 Drawing Office Assistant.  
 Inspectors, Way and Works.  
 Inspectors (Mechanically-trained and Classes I. and II.).

\* Pension rights are limited to the holders of these posts in March, 1923.

Boiler Inspector.  
 Sub-Managers.  
 Foremen.  
 Assistant Foremen.  
 Clerk of Works.  
 Sorters.  
 Bridge Foreman.  
 Assistant Bridge Foremen.  
 Building Foremen.  
 Assistant Building Foremen.  
 Shop Foreman.  
 Signal Foreman.  
 Assistant Signal Foremen.  
 Foremen Platelayers.  
 Assistant Foremen Platelayers.  
 Surveyors.  
 Engine Drivers.  
 Rail Car Drivers.  
 Firemen, Class A.  
 Depot Master.  
 Travelling Ticket Inspectors.  
 Shed Supervisor (while the appointment is held by Mr. E. Chapman).  
 Gate Supervisors.  
 Goods Cashier.  
 Goods Cashier's Clerks.  
 Head Guards.  
 Junior Guards.  
 Under Guards.  
 Head Ticket Collectors.  
 Travelling Ticket Examiners.  
 Platform Foremen.  
 Yard Foremen.  
 Shunters, Class I.  
 Lamp Foreman.  
 Checkers, Class I.  
 Head Sergeant.  
 Signalmen, Class I. A.  
 Signalmen, Class I. B.  
 Relief Signalmen.  
 Machine Minders.  
 Draughtsmen.  
 Time Office Clerks and Storemen.  
 Residue of Overseers and Timekeepers in Old Scheme.  
 Officers of the Railway Clerical Service (including the Subordinate Railway Clerical Service).

## IRRIGATION DEPARTMENT.

Director.  
 Deputy Director.  
 Divisional Irrigation Engineers.  
 Irrigation Engineers.

Assistant Irrigation Engineers.  
 Inspectors.  
 Sub-Inspectors.  
 Draughtsmen.  
 Guardians.

## PUBLIC WORKS DEPARTMENT.

Director of Public Works.  
 Deputy Director of Public Works.  
 First Assistant Director of Public Works.  
 Provincial Engineers.  
 Factory Engineer.  
 Chief Architect to Director of Public Works.  
 Second Assistant Director of Public Works.  
 Third Assistant Director of Public Works.  
 Engineering Assistant.  
 Financial Assistant and Accountant.  
 Office Assistant.  
 Assistant Factory Engineer.  
 Mechanical Engineer, Government Factory.  
 Two Assistant Mechanical Engineers (while the appointments are held by Messrs. W. A. N. Perera and D. A. Goonewardena).  
 District Engineers.  
 First Assistant Architect.  
 Second Assistant Architect.  
 Assistant Accountant and Store Supervisor.  
 Additional Assistant Accountant.  
 Assistant Engineers, Inspectors, and Head Overseers, Grades I. and II.  
 Draughtsmen, Classes Special, I., II., and III.  
 Officers of the Government Factory Clerical Service, Classes I. and II.  
 Stenographers.  
 Artificer for Lithographic Press.  
 Telephone Operator.

## ELECTRICAL DEPARTMENT.

Deputy Chief Engineer.  
 Electrical Engineer.  
 Assistant Electrical Engineers, Grades I. and II.  
 Electrical Inspectors.  
 Head Overseer, Grade I.  
 Draughtsmen, Class II.  
 Clerks.

## MILITARY.

Quartermaster, Ceylon Defence Force (while the appointment is held by Captain E. Fulcher).  
 Civil Master Armourer.  
 Clerk to the Commandant of the Ceylon Defence Force.

## "THE REGISTRARS' PROCEEDINGS VALIDATION ORDINANCE, NO. 3 OF 1912." Z 6/28

*An Order in Council for the Purpose of giving Validity to Registration of a Death which occurred in the Fort and Galle Face Division of the Colombo District in the Western Province.*

**W**HEREAS the registration specified in the first column of the schedule hereto subjoined, relative to a death which occurred in the Colombo Harbour of the Colombo District is invalidated by reason of the informality set forth in the second column in the said schedule :

And whereas no other means are by law provided by which the said registration may be validated :

It is hereby notified that His Excellency the Governor in exercise of the power vested in him by section 3 of "The Registrars' Proceedings Validation Ordinance, No. 3 of 1912," and with the advice of the Executive Council, has been pleased to direct and order as follows :

That the said registration be as valid and effectual for all purposes as if the said informality had not occurred.

By His Excellency's command,

A. G. M. FLETCHER,  
 Colonial Secretary.

Colonial Secretary's Office,  
 Colombo, January 19, 1928.

## SCHEDULE REFERRED TO.

## Column 1.

Death entry No. 980 of February 14, 1927, of Colombo Fort and Galle Face Division made by Dr. S. Tambipillai, Deputy Medical Registrar of the division.

## Column 2.

The death was registered by Dr. S. Tambipillai before he was duly appointed as Registrar of Births and Deaths of the division.

## "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

L 63/28

IT is hereby notified for general information that (a) His Excellency the Governor has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that the villagers of the village of Bogollagama of the Wannu Hatpattu Village Committee of the Magul Otota korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) His Excellency the Governor reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit (W. L. O. Notice No. 8,940).

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, January 27, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

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

Block survey preliminary plan No. 1,986.

| Lot.  | Name of Land.  | Extent.    |          |          |
|-------|--|------------|----------|----------|
|       |  | A.         | R.       | P.       |
| 11 .. | Welismathuhena, Wewehalahena, Bogahahena, Menerihenkotuwa .. | 140        | 1        | 26       |
| 39 .. | Mahayayehena, Siyambalagahamulahena ..                       | 66         | 0        | 14       |
|       |  | <u>206</u> | <u>2</u> | <u>0</u> |

## "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

L 64/28

IT is hereby notified for general information that (a) His Excellency the Governor has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that the villagers of the village of Digankonwewa of the Hiriyala Hatpattu Village Committee of the Mahagalboda Egoda korale of the Hiriyala hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) His Excellency the Governor reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit (W. L. O. Notice No. 8,626).

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, January 27, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lots situated in the village of Digankonwewa of the Mahagalboda Egoda korale of the Hiriyala hatpattu of the Kurunegala District, in the North-Western Province:—

Block survey preliminary plan No. 1,930.

| Lot.  | Name of Land.                   | Extent.    |          |           |
|---|---------------------------------|------------|----------|-----------|
|   |                                 | A.         | R.       | P.        |
| 48 ..   | Weliagarehenyaya ..             | 87         | 0        | 17        |
| 51 ..   | Mawatayaya and Beliyaya ..      | 58         | 3        | 23        |
| 55 ..   | Weliagarehenyaya, Mawalayaya .. | 120        | 2        | 28        |
| (Exclusive of the footpath and reservation on either side of it.) |                                 | <u>266</u> | <u>2</u> | <u>28</u> |

## Excluded Lots.

|        |   |           |          |          |
|--------|---|-----------|----------|----------|
| 56 ..  | Weliagarawewa (tank and bund) ..          | 2         | 3        | 34       |
| 57 ..  | Weliagarahena (reservation for bund) ..   | 0         | 3        | 32       |
| 58 ..  | Dombagahamulahena ..                      | 0         | 2        | 26       |
| 59 ..  | Helambagahamulakumbura ..                 | 0         | 1        | 37       |
| 60 ..  | Makullagahakumbura, Helambagahakumbura .. | 5         | 0        | 4        |
| 61 ..  | Kahatagahamulahena ..                     | 2         | 2        | 3        |
| 62 ..  | Iswetiypaulahena ..                       | 1         | 3        | 22       |
| 62A .. | Do. ..                                    | 1         | 0        | 4        |
| 62B .. | Do. ..                                    | 1         | 0        | 5        |
|        |   | <u>16</u> | <u>2</u> | <u>7</u> |

## "THE VILLAGE COMMUNITIES ORDINANCE, NO. 9 OF 1924."

K 711/27

**R**ULE made by His Excellency the Governor in Executive Council under the provisions of section 95 of the above-named Ordinance.

Colonial Secretary's Office,  
Colombo, January 26, 1928.

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

## RULE REFERRED TO.

The following rule shall be marked rule 34A and inserted between rules 34 and 35 of the Rules of Criminal Procedure for Village Tribunals and Village Committees, published by Notification dated February 14, 1927, in *Government Gazette* dated February 18, 1927:—

34A. Every headman, who arrests or causes to be arrested any person for an offence punishable by a Village Tribunal and every headman or officer in charge of a Police Station before whom a person so arrested is brought shall have power to release such person on his executing a bond in the Form M hereto, with or without sureties, to the satisfaction of such headman or public officer, for his appearance before a Village Tribunal.

## Form M.—Recognizance.

In the Village Tribunal (or Committee) of \_\_\_\_\_.

A. B. of \_\_\_\_\_, Complainant.

Vs.

C. D. of \_\_\_\_\_, Defendant.

No. \_\_\_\_\_.

Be it remembered that we, C. D. and E. F., both of \_\_\_\_\_, are jointly and severally held and firmly bound to our Sovereign Lord the King in the sum of Rs. \_\_\_\_\_; that is to say, the said C. D. in Rs. \_\_\_\_\_ and the said E. F. in Rs. \_\_\_\_\_, to be paid unto our said Lord the King, his heirs and successors; for which payment to be well and truly made we bind ourselves, our heirs, executors, and administrators, and all our property firmly by these presents.

The condition of this recognizance is such that if the above-bounden C. D. shall appear before the said court on the \_\_\_\_\_ day of \_\_\_\_\_, at 9.30 o'clock in the forenoon, and take his trial in the above-styled case (or as the case may be), then this recognizance shall be void, or otherwise shall be of full force and effect.

Witness our hands at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ One thousand Nine hundred and \_\_\_\_\_.

C. D.  
E. F.

Signed in my presence :

G. H.,

Headman (or Police Officer).

## "THE FLOOD PROTECTION ORDINANCE, NO. 4 OF 1924."

I 96/26

**N**OTICE is hereby given in terms of section 5 (2) of the above-mentioned Ordinance that copies of the scheme for the protection of the area declared to be a flood area by His Excellency the Governor in Executive Council by Proclamation dated December 16, 1927, and published in *Government Gazette* No. 7,621 of December 16, 1927, together with the estimate of the cost of the necessary works, and of the plan of the said flood area with the proper delineations thereon have, in accordance with section 5 (1) of the said Ordinance, been lodged at the Colonial Secretary's Office, Colombo, and at the Office of the Government Agent of the Western Province at the Colombo Kachcheri, and that the said scheme, estimate, and plan are open for inspection.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, January 27, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.

## "THE MOTOR CAR ORDINANCE, 1927."

J 758/26

**I**T is hereby notified for general information that, in the Motor Car Ordinance, 1927, published in Part II. of the *Government Gazette* of December 16, 1927, and in the copies of the said Ordinance printed by the Government Printer, sub-section (1) of section 46 has been erroneously printed to read as follows, viz. :—

"46. (1) Audible and sufficient warning of the approach or position of a motor car shall be given, whenever necessary for safety, by sounding an efficient instrument, but such instrument shall not be unnecessarily sounded so as to be a nuisance to any person."

and that the said sub-section should properly read as follows, viz. :—

"46. (1) Audible and sufficient warning of the approach or position of a motor car shall be given, whenever necessary for safety, by sounding an efficient instrument."

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, January 26, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.

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

It is hereby notified for general information that Mr. Maurice John Cary, retired merchant, Colombo, has named Mr. Charles Francis Whitaker of the Ceylon Chamber of Commerce, Colombo, as his election agent under section 7 (1) and (3) of the rules made by His Excellency the Governor in Executive Council under Article XXXVIII. of "The Ceylon (Legislative Council) Order in Council, 1923," for his candidature for the constituency of the Commercial Electorate.

E. H. DAVIES,  
Returning Officer, Constituency of the Commercial Electorate.

Statistics Office,  
Colombo, January 25, 1928.

It is hereby notified for the information of the public that by virtue of the powers conferred on me by sections 37 (3) and 60 (10) of the Motor Car Ordinance No. 20 of 1927, I have appointed temporarily the following Examiners of Motor Drivers and Cars for the areas mentioned against each, with effect from January 1, 1928:—

Their stations and places to be visited periodically are also shown below:—

| Name.                                      | Area.                               | Station.       | Places to be visited.                          |
|--|-------------------------------------|----------------|--|
| 1. Victor Henry Perera ..                  | Province of Uva ..                  | Badulla ..     | Bandarawela                                    |
| 2. Ghanville Dunbar Claessen ..            | Province of Sabaragamuwa ..         | Avissawella .. | Ratnapura and Kegalla                          |
| 3. Don Edward Wettasinghe ..               | Eastern and North-Central Provinces | Batticaloa ..  | Trincomalee and Anuradhapura                   |
| 4. Anthony Edward Neydorff ..              | Northern Province                   | Jaffna ..      | Mannar, Mullaitivu, and Vavuniya               |
| 5. Thomas Andrew Lutersz ..                | Southern Province                   | Galle ..       | Matara, Tangalla, and Hambantota               |
| 6. Kalapuge Don Gilbert Jayatilake ..      | North-Western Province              | Kurunegala ..  | Chilaw and Puttalam                            |
| 7. Arnold Austin Fernando ..               | Central Province                    | Kandy ..       | Hatton, Gampola, Matale, and Nuwara Eliya      |
| 8. Cecil Herft ..                          | Western Province                    | Colombo ..     | Kalutara, Panadura, Moratuwa, and Minuwangoda. |
| 9. Herbert Hooper ..                       | do. ..                              | do. ..         |  |
| 10. Hector Morgan Symons van Cuylenberg .. | do. ..                              | do. ..         |  |

C. COOMARASWAMY,  
Registrar of Motor Cars.

Colombo, January 3, 1928.

B 101/27

Abstract of Indian Labourers on Estates in the several Districts during the Quarter ended September 30, 1927.

| District.                        | Number of Estates.* | Number of Indian Labourers. † |         |         |           | Number of Registered Events. ‡ |         |
|----------------------------------|---------------------|-------------------------------|---------|---------|-----------|--------------------------------|---------|
|                                  |                     | Total.                        | Men.    | Women.  | Children. | Births.                        | Deaths. |
| 1                                | 2                   | 3                             | 4       | 5       | 6         | 7                              | 8       |
| CEYLON ..                        | 2,675               | 707, 25                       | 238,734 | 231,647 | 237,344   | 6,590                          | 5,264   |
| <i>Western Province.</i>         |                     |                               |         |         |           |                                |         |
| Colombo ..                       | 91                  | 9,162                         | 3,195   | 2,708   | 3,259     | 68                             | 81      |
| Kalutara ..                      | 172                 | 38,567                        | 13,935  | 11,461  | 13,171    | 282                            | 196     |
| <i>Central Province.</i>         |                     |                               |         |         |           |                                |         |
| Kandy ..                         | 756                 | 200,682                       | 66,175  | 67,833  | 66,674    | 2,022                          | 1,652   |
| Matale ..                        | 193                 | 39,895                        | 14,190  | 12,717  | 12,988    | 410                            | 326     |
| Nuwara Eliya ..                  | 328                 | 133,742                       | 43,545  | 44,515  | 45,682    | 1,320                          | 1,137   |
| <i>Southern Province.</i>        |                     |                               |         |         |           |                                |         |
| Galle ..                         | 81                  | 10,613                        | 4,007   | 3,280   | 3,326     | 85                             | 87      |
| Matara ..                        | 49                  | 7,182                         | 2,596   | 2,201   | 2,385     | 60                             | 66      |
| <i>North-Western Province.</i>   |                     |                               |         |         |           |                                |         |
| Kurunegala ..                    | 118                 | 11,401                        | 4,707   | 3,396   | 3,298     | 126                            | 105     |
| Puttalam ..                      | 6                   | 95                            | 46      | 32      | 17        | —                              | —       |
| Chilaw ..                        | 26                  | 800                           | 411     | 187     | 202       | 7§                             | 6§      |
| <i>North-Central Province.</i>   |                     |                               |         |         |           |                                |         |
| Anuradhapura ..                  | 2                   | 361                           | 165     | 120     | 76        | 6§                             | 3§      |
| <i>Province of Uva.</i>          |                     |                               |         |         |           |                                |         |
| Badulla ..                       | 333                 | 114,259                       | 36,852  | 37,295  | 40,112    | 1139                           | 828     |
| <i>Province of Sabaragamuwa.</i> |                     |                               |         |         |           |                                |         |
| Ratnapura ..                     | 217                 | 72,771                        | 25,478  | 24,371  | 22,922    | 468                            | 382     |
| Kegalla ..                       | 300                 | 68,195                        | 23,432  | 21,531  | 23,232    | 610                            | 404     |

\* In these totals certain subdivisions of estates are counted separately. The number of returns tabulated was 1,900.

† The figures given are the averages of the reported population on the first day of each month in the quarter.

‡ Drawn from a slightly smaller population than shown in columns 3-6. It may be noted that the figures for a quarter even for the larger districts, are liable to considerable fluctuation.

§ Not shown in the Registrar-General's return as Chilaw and Anuradhapura are not reckoned by him as estate districts.

Colonial Secretary's Office,  
Colombo, January 26, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.



## NOTICES CALLING FOR TENDERS.

**S**CHEDULES of rates are hereby invited for installing electric lights, fans, fittings, &c., at the two Sub-Inspectors' quarters, Office of the Superintendent of Police, Additional District Court, Temporary Ward, Kandy Hospital, and Assistant Government Agents' quarters, Kandy.

2. The whole of the work to be undertaken on agreement to be entered into monthly by the Deputy Chief Engineer, Electrical Department, Colombo, and the contractor on the basis of his accepted tendered schedule of rates.

3. The specifications, schedule of lights, fittings, &c., and form of agreement can be seen, and all other information obtained from the Office of the Deputy Chief Engineer, Colombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. to 2 P.M.)

4. Schedule of rates must be submitted on forms to be obtained from the Office of the Deputy Chief Engineer, Colombo, duly dated, signed, and forwarded in securely sealed envelope addressed to the Deputy Chief Engineer, Electrical Department, Colombo, endorsed on the outside "Schedule of Rates for Installing Electric Lights, &c., for Government Buildings, Kandy," so as to reach the office on or before 12 noon on Saturday, February 11, 1928.

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

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

7. No contract will 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 the Crown defaulting contractors, or any other person to whom the Deputy Chief Engineer, Electrical Department, Colombo, for reasons which appear to him sufficient, objects after giving due notice for 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.

D. J. WIMALASURENDRA,  
Deputy Chief Engineer.

Electrical Department,  
Colombo, January 17, 1928.

**T**ENDERS are hereby invited for the contract for the conveyance of mails from January 1, 1929, once daily each way, for a period of three years between Kadugannawa, Hingula, Mawanella, and Aranayaka Post Offices, and intermediate offices.

(a) By motor car, motor cab, or omnibus, or (b) by motor lorry.

2. The motor conveyances, when fully equipped and loaded, should not weigh more than three tons.

3. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

4. The contractor will be required to provide such number of motor conveyances as will, in the opinion of the Postmaster-General, be necessary for the service, and every such motor before being employed in the service will be subject to the approval of the Postmaster-General. To some convenient part of every such motor shall be affixed, at the cost of the contractor and subject to the approval of the Postmaster-General, a suitable box provided with lock and key for the reception of any letters which may be posted on the road.

5. 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, or be sent to him through the post.

6. Tenders should be marked "Tender for the Conveyance of Mails between Kadugannawa and Aranayaka" 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.

7. Tenders are to be made upon forms which will be supplied upon application to be Postmaster-General, and no tender will be considered unless it is on the recognized form.

8. Any alteration in the tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

9. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury or a Kachcheri, and a receipt produced for the same before a tender form 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 Postmaster-General or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

10. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for the service.

11. Tenders for above service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

12. Further particulars regarding the terms of the contract will be found in the contract form, Post Office No. 10. Further information about the terms of the contract and any other information can be obtained on application to the Postmaster-General.

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

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

15. 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.

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

17. 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.

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

General Post Office,  
Colombo, January 24, 1928.

M. S. SRESHTA,  
Postmaster-General.

**SCHEDULE** of tenders are hereby invited for additions and improvements to Government Dairy, Colombo.

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

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

4. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed on the outside "Schedule of Rates for Additions and Improvements to Government Dairy, Colombo," so as to reach the offices of the foregoing officers on or before 12 noon on February 6, 1928.

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

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

7. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Construction Engineer, Public Works Department, Colombo, for reasons which may 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 other schedule 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,

Public Works Office, for Director of Public Works.  
Colombo, January 25, 1928.

**SCHEDULE** of rates are hereby invited for additions to Religious Sisters' quarters, Leper Asylum, Hendala.

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

3. The plans, specifications, bills of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Buildings, Colombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2.30 P.M.).

4. Schedules of rates must be submitted on forms to be obtained from the office of the District Engineer, Buildings, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed on the outside "Schedule of Rates for Additions to Religious Sisters' Quarters, Leper Asylum, Hendala," so as to reach the offices of the foregoing officers on or before 12 noon on February 6, 1928.

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

6. Government reserves to itself the right to supply the contractor with any materials, including any imported

articles which may be necessary in the execution of the work included in any agreement.

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

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

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.  
Colombo, January 24, 1928.

**SCHEDULES** of rates are hereby invited for the work of drainage to Wellawatta Police Station.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed on the outside "Schedule of Rates for Drainage to Wellawatta Police Station" so as to reach the offices of the foregoing officers on or before 12 noon on Monday, February 20, 1928.

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

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

7. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Construction Engineer, Public Works Department, Colombo, for reasons which may 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 other schedule 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,

Public Works Office, for Director of Public Works.  
Colombo, January 25, 1928.

**SCHEDULE** of rates are hereby invited for the erection of seven new kitchens for the Kotahena Police Station.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed on the outside "Schedule of Rates for Seven New Kitchens for the Kotahena Police Station" so as to reach the foregoing officers on or before 12 noon on Monday, February 6, 1928.

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

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

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

8. Government does not bind itself to accept the lowest or any other 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,

Public Works Office, for Director of Public Works.  
Colombo, January 25, 1928.

SCHEDULES of rates are hereby invited for additions and improvements to Rakwana Hospital in Pelmadulla district, Province of Sabaragamuwa.

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

3. The 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, Pelmadulla, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Pelmadulla. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Pelmadulla, endorsed on the outside "Schedules of Rates for Additions and Improvements to Rakwana Hospital" so as to reach the offices of the foregoing officers on or before 12 noon on Monday, February 13, 1928. All imported articles, such as cement, tiles, &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. 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, Sabaragamuwa, Ratnapura, 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 25, 1928.

SCHEDULES of rates are hereby invited for the construction of a new dispensary and apothecary's quarters, Hemmatagama, Kegalla District, Province of Sabaragamuwa.

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

3. The Public Works Department specifications, drawings, bill of quantities, and form of monthly agreement can be seen, and all other informations obtained from the office of the District Engineer, Kegalla, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the office of the District Engineer, Kegalla. Both copies of schedules shall be duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate to the District Engineer, Kegalla, endorsed on the outside "Schedules of Rates for the Construction of a New Dispensary and Apothecary's Quarters, Hemmatagama, Kegalla District," so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, February 11, 1928. All imported articles, such as cement, tiles, &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. 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, Sabaragamuwa, Ratnapura, 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 24, 1928.

SCHEDULES of rates are hereby invited for the construction of a new dispensary and apothecary's quarters, Dedugalla in Avissawella District, Province of Sabaragamuwa.

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

3. The Public Works Department specifications, drawings, bill of quantities, and form of monthly agreement can be seen, and all other informations obtained from the Office of the District Engineer, Avisawella, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Avisawella. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Avisawella, endorsed on the outside "Schedules of Rates for the Construction of a New Dispensary and Apothecary's Quarters, Dedugalla," so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, February 11, 1928. All imported articles, such as cement, tiles, &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. 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, Sabaragamuwa, Ratnapura, 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,

Public Works Office, for Director of Public Works.  
Colombo, January 25, 1928.

**S**CHEDULES of rates are hereby invited for all works in connection with Karaiyoor reclamation.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Jaffna, 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, Jaffna, 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, Jaffna, 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, Jaffna, endorsed on the outside "Schedule of rates for Karaiyoor Reclamation" so as to reach the offices of the foregoing officers on or before 12 noon on February 15, 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.

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.  
Colombo, January 25, 1928.

**S**CHEDULE of rates are hereby invited for rebuilding culverts—(a) Akkaraipattu road, and (b) Puttalam-Battulu-oya road.

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

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, Puttalam, 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. Schedule of rates must be submitted on forms a specimen of which can be seen in the Office of the District Engineer, Puttalam, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Puttalam, endorsed on the outside "Schedule of Rates for Rebuilding culverts—(a) Akkaraipattu Road, (b) Battulu-oya Road" (as the case may be) so as to reach the offices of the foregoing officers on or before 12 noon on February 8, 1928. All imported articles stated in the specification 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, North-Western Province, Kurunegala, 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,

Public Works Office, for Director of Public Works.  
Colombo, January 25, 1928.

**SCHEDULES** of rates are hereby invited for extending the Uda Pussellawa Hospital.

The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Nuwara Eliya, 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.

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, Nuwara Eliya, 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.).

Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Nuwara Eliya, 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, Nuwara Eliya, endorsed on the outside "Schedule of Rates for Additions to Uda Pussellawa Hospital" so as to reach the offices of the foregoing officers on or before 12 noon on Friday, February 17, 1928. All imported materials, such as blasting powder, fuze, steel, cement, glass, brass, and iron fittings, brass mesh, Calicut tiles, glazed sinks, iron bars, heating stove, paint, linseed oil, turpentine, liquid fuel, copper, flat iron, galvanized sheets, squatting plates, wash buckets, water piping and couplings, cast iron valves, and corrugated iron sheets 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.

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.

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.

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.

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.

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,

Public Works Office, for Director of Public Works.  
Colombo, January 24, 1928.

**SCHEDULES** of rates are hereby invited for widening and improving roads, Veyangoda district.

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

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, Veyangoda, 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.).

Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Veyangoda, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (North), Colombo, and the duplicate addressed to the District Engineer, Veyangoda, endorsed on the outside "Schedules of Rates for Widening and Improving Roads, Veyangoda District," so as to reach the offices of the foregoing officers on or

before 12 noon on February 15, 1928. All imported articles such as powder, fuze, steel, and steam roller materials, 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, Western Province (North), Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.  
Colombo, January 25, 1928.

**SEPARATE** schedules of rates are hereby invited for erecting the following clerks' quarters at Hambantota:—

(a) Two Senior Clerks' quarters, type No. 7.

(b) One Junior Clerk's quarters, type No. 6.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the office of the District Engineer, Hambantota, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, Galle, and the duplicate addressed to the District Engineer, Hambantota, endorsed on the outside "Schedule of Rates for Erecting Clerks' Quarters at Hambantota" so as to reach the offices of the foregoing officers on or before 12 noon on February 21, 1928. All imported articles, such as cement, fittings for doors and windows, paint, guttering, &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.

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.  
Colombo, January 24, 1928.

**S**CHEDULES of rates are hereby invited for the construction of a new dispensary and apothecary's quarters, Warakapola, in Kegalla District, Province of Sabaragamuwa.

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

3. The Public Works Department specifications, drawings, bill of quantities, and form of monthly agreement can be seen, and all other informations obtained from the office of the District Engineer, Kegalla, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the office of the District Engineer, Kegalla. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Kegalla, endorsed on the outside "Schedule of Rates for the Construction of a New Dispensary and Apothecary's Quarters, Warakapola," so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, February 11, 1928. All imported articles, such as cement, tiles, &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. 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, Sabaragamuwa, Ratnapura, 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.

Public Works Office, E. W. BARTHOLOMEW,  
Colombo, January 25, 1928. for Director of Public Works.

**S**CHEDULES of rates are hereby invited for improving dangerous corner, Hanwella-Nambapana road, 13th mile.

2. The whole of the work is to be undertaken on an agreement to be entered into between the District Engineer, Panadura, and the contractor on the basis of his 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, Panadura, 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, Panadura, 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, Panadura, endorsed on the outside "Schedules of Rates for Improving Dangerous Corner,

Hanwella-Nambapana Road, 13th Mile," so as to reach the offices of the foregoing officers on or before 12 noon on Friday, February 10, 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 Kacheheri. The receipt must be handed to the District Engineer, Panadura. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer. If a tenderer fails to enter into an agreement on the basis of his tender when called on to do so the deposit will be forfeited.

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,  
Public Works Office, for Director of Public Works.  
Colombo, January 24, 1928.

**S**CHEDULES of rates are hereby invited for widening miles 28 and 29 of Toppu-Battuluoya road, Chilaw District.

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

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, Chilaw, 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. Schedule of rates must be submitted on forms, a specimen of which can be seen in the office of the District Engineer, Chilaw, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Chilaw, endorsed on the outside "Tenders for Widening Miles 28 and 29, Toppu-Battuluoya Road," so as to reach the office of the foregoing officers on or before 12 noon on February 7, 1928. All imported articles stated in the specification 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, North-Western Province, Kurunegala, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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 25, 1928.

**S**CHEDULES of rates are hereby invited for additions and improvements to Avissawella Hospital in Avissawella District, Province of Sabaragamuwa.

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

3. The Public Works Department specifications, drawings, bill of quantities, and form of monthly agreement can be seen, and all other informations obtained from the Office of the District Engineer, Avissawella, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the office of the District Engineer, Avissawella. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Avissawella, endorsed on the outside "Schedules of Rates for Additions and Improvements to Avissawella Hospital" so as to reach the offices of the foregoing officers on or before 12 noon on Monday, February 13, 1928. All imported articles, such as cement, tiles, &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. 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, Sabaragamuwa, Ratnapura, 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,

Public Works Office, for Director of Public Works.  
Colombo, January 25, 1928.

**S**CHEDULES of rates are hereby invited for all works in connection with new sheds for the Quarantine Camp at Kayts.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Jaffna, 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, Jaffna, 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, Jaffna, 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, Jaffna, endorsed on the outside "Schedule of Rates for New Sheds for Quarantine Camp at Kayts" so as to reach the offices of the foregoing officers on or before 12 noon on February 15, 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 25, 1928. for Director of Public Works.

**S**EPARATE schedules of rates are hereby invited for following:—

- (a) Eight rooms, cooly lines, Madapatha quarry.
- (b) Six rooms, cooly lines on 13th mile, Piliyandara-Pokunuwita road.

2. The whole of the work to be undertaken on an agreement to be entered into between the District Engineer, Panadura, and the contractor on the basis of his 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, Panadura, 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, Panadura, 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, Panadura, endorsed on the outside

**T**HE date of closing tenders for the following services which appeared in *Government Gazette* No. 7,621 of December 16, 1927, has been extended to February 9, 1928, at 12 noon:—

*Deniyaya-Hayes Branch Road.*

- (a) Building Overseer's quarters, 55th mile.
- (b) Building 4 rooms cooly lines, 55th mile.
- (c) Building 4 rooms, cooly lines, 60th mile.

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

Public Works Office,  
Colombo, January 24, 1928.

"Schedule of Rates for (a) 8 Rooms, Cooly Lines, Madapatha Quarry, (b) 6 Rooms, Cooly Lines on 13th mile, Piliyandara-Pokunuwita Road," so as to reach the offices of the foregoing officers on or before 12 noon on Friday, February 10, 1928.

5. The tendered rates must be entered in ink, and any alterations must bear the initials of the tenderer and the 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 in respect of each schedule of rates, either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer, Panadura. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer. If a tenderer fails to enter into an agreement on the basis of his tender when called on to do so the deposit will be forfeited.

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 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 24, 1928.

SEPARATE schedules of rates are hereby invited for additions to the following buildings at the Deniyaya Hospital Maternity Ward, District Medical Assistant's Quarters and Apothecary's Quarters.

2. Each of the works to be undertaken on agreements to be entered into monthly by the District Engineer, Matara, 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, Matara, 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, Matara, 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, Matara, endorsed on the outside "Schedules of Rates for Maternity Ward, District Medical Assistant's Quarters, &c.," as the case may be so as to reach the offices of the foregoing officers on or before 12 noon, on February 21, 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 25, 1928. fo. Director of Public Works.

SCHEDULES of rates are hereby invited for construction of cooly lines at 36th mile post, Colombo-Kandy road, Kegalla District, Province of Sabaragamuwa.

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

3. The 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, Kegalla, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Kegalla. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Kegalla, endorsed on the outside "Schedules of Rates for Construction of Cooly Lines at 36th mile post, Colombo-Kandy road, Kegalla District," so as to reach the offices of the foregoing officers on or before 12 noon, on Saturday, February 11, 1928. All imported articles such as cement, tiles, &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. 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 person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Sabaragamuwa, Ratnapura, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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,  
Public Works Office, for Director of Public Works.  
Colombo, January 25, 1928.

SCHEDULES of rates are hereby invited for (a) improving 1st to 5th miles, (b) improving 6th to 9th miles, and (c) improving Alawwa bazaar, Maharagama-Folgahawela road.

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



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, Dandagamuwa, 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. Schedule of rates must be submitted on forms (a specimen of which can be seen in the office of the District Engineer, Dandagamuwa) in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Dandagamuwa, endorsed on the outside "Tenders for (a), (b), or (c), as the case may be, Maharagama-Polgahawela road," so as to reach the office of the foregoing officers on or before 12 noon on February 1, 1928. All imported articles stated in the specification will be supplied free of charge to the contractor by the department, and the rates submitted should be exclusive of the cost of those 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, North-Western Province, Kurunegala, 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.

The Public Works Office,  
Colombo, January 25, 1928.

**S**CHEDULES of rates are hereby invited for rebuilding culvert No. 2A on 1st mile, Kurunegala-Narammala road.

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

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, Kurunegala, 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. Schedule of rates must be submitted on forms (a specimen of which can be seen in the Office of the District Engineer, Kurunegala) in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Kurunegala, endorsed on the outside "Schedule of Rates for Rebuilding Culvert No. 2A on 1st Mile, Kurunegala-Narammala Road," so as to reach the office of the foregoing officers on or before 12 noon on February 8, 1928. All imported articles stated in the specification 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, North-Western Province, Kurunegala, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

Public Works Office, E. W. BARTHOLOMEW,  
Colombo, January 25, 1928. for Director of Public Works.

**S**CHEDULES of rates are hereby invited for improving Kurunegala-Wariapola road.

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

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, Kurunegala, 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. Schedule of rates must be submitted on forms (a specimen of which can be seen in the office of the District Engineer, Kurunegala) in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Kurunegala, endorsed on the outside "Schedule of Rates for Improving Kurunegala-Wariapola Road," so as to reach the office of the foregoing officers on or before 12 noon, on February 13, 1928. All imported articles stated in the specification will be supplied free of charge to the contractor by the department, and the rates submitted should be exclusive of the cost of those 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 material 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, North-Western Province, Kurunegala, 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 25, 1928.

**S**CHEDULES of rates are hereby invited for building quarters for fitter and coolies, pumping station, 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, endorsed on the outside "Schedules of Rates for Building Quarters for Fitter and Coolies, Pumping Station, Batticaloa," so as to reach the offices of the foregoing officers on or before 12 noon of February 22, 1928. All imported articles such as cement, cast iron, floor ventilators, door and window fittings, and paint 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. 10 either at the General Treasury or any local Kacheheri. 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,

Public Works Office, for Director of Public Works.  
Colombo, January 25, 1928.

SCHEDULES of rates are hereby invited for works connected with the construction of the bridge at Halpatota, in Baddegama District, for the following:—

- (1) Earth filling.
- (2) Supplying rubble.
- (3) Transport of materials from railway station.
- (4) Supplying dressed stones for stone masonry.

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

3. Schedules of rates must be submitted on forms to be obtained from the Office of the Factory Engineer, Colombo, duly signed and dated, and forwarded in securely sealed envelopes, addressed to the Factory Engineer, Colombo, and endorsed on outside the nature of the materials for which tendered, so as to reach the Office of the Factory Engineer, Colombo, on or before 12 noon on Wednesday, February 8, 1928.

4. 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.

5. Any further information necessary can be obtained from the Factory Engineer.

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 contracts shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Factory Engineer, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

Public Works Office, E. W. BARTHOLOMEW,  
Colombo, January 24, 1928. for Director of Public Works.

SCHEDULES of rates are hereby invited for construction of Overseers' quarters, 4th mile, Karunduponne-Rambukkana road, Kegalla District, Province of Sabaragamuwa.

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

3. The 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, Kegalla, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Kegalla. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Kegalla, endorsed on the outside "Schedules of Rates for Construction of Overseers' Quarters 4th mile, Karunduponne-Rambukkana Road, Kegalla District" so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, February 11, 1928. All imported articles such as cement, tiles, &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. 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 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 person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Sabaragamuwa, Ratnapura, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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,  
Public Works Office, for Director of Public Works.  
Colombo, January 25, 1928.

**TENDERS** are invited for earthwork including side drains and turfing on section 5 (Kottawa to Homagama), Colombo-Labugama Junction road. The quantity of earthwork is approximately 7,500 cubes, and the length of section 2½ miles).

2. The whole of the work will be undertaken on an agreement to be entered into between the District Engineer, Colombo-Labugama Junction road, and the successful tenderer on the basis of the accepted tendered rates and subject to the approval of the Provincial Engineer, Western Province (South). This agreement will specify a minimum monthly out put of work.

3. Plans, specification, bill of quantities, and any other information can be obtained at the Office of the District Engineer, Colombo-Labugama Junction road, Public Works Department, High street, Wellawatta, any working day between the hours of 8.30 A.M. and 4 P.M. (Saturdays, 8.30 A.M. and 1.30 P.M.).

4. Schedule of rates must be submitted in duplicate on forms obtained from the District Engineer, Colombo-Labugama Junction road, Wellawatta. They must be duly signed, dated and witnessed, and forwarded in securely sealed envelopes, the original to the Provincial Engineer, Western Province (South), Torrington square, Colombo, and the duplicate to the District Engineer, Colombo-Labugama Junction road, High street, Wellawatta, so as to reach these officers at or before noon on Saturday, February 11, 1928.

5. The tendered rates must be entered in ink, and any alterations must bear the initials of the tenderer. Any tendered rates which have been altered and do not bear the tenderers' initials to such alteration, will be treated as informal and rejected.

6. A sum of Rs. 10 must be deposited at the Colombo Kachcheri, or General Treasury, before tender forms can be issued. The receipt for this deposit must be handed to the District Engineer in charge when forms are applied for. This deposit will be refunded to all *bona fide* tenderers after the agreement has been signed, and work commenced 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 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,

Public Works Office, for Director of Public Works.  
Colombo, January 24, 1928.

**TENDERS** are hereby invited for the supply of 2,500 crossing timbers and 80,000 broad gauge sleepers to the Ceylon Government Railway, delivery in May-July, 1928, in accordance with the under-mentioned description, specification and conditions.

2. (a) The broad gauge sleepers for the 5 feet 6 inches gauge are to be 9 feet long, 10 inches wide, and 5 inches deep, subject to a variation in length of 1 inch either way.

The crossing timbers are to be 12 inches wide and 6 inches deep and of the lengths given below, subject to a similar variation of 1 inch either way:—

|                     |                     |
|---------------------|---------------------|
| 150 of 11 ft.       |                     |
| 150 of 11 ft. 6 in. | 100 of 13 ft. 6 in. |
| 150 of 12 ft.       | 400 of 14 ft.       |
| 150 of 12 ft. 6 in. | 500 of 15 ft.       |
| 400 of 13 ft.       | 500 of 16 ft.       |

1,000 + 1,500

Total .. 2,500

(b) All crossing timbers and all sleepers shall be cut from well matured trees of the true species of timber named in paragraph 3, felled in the proper season when the sap is not in circulation.

(c) All crossing timbers and sleepers may be sawn or hewn, and shall be good, sound, strong timber free from heartwood, sapwood, dryrot, and knot holes; shall be cut square, cut of winding and straight, except that hewn sleepers may have camber to the extent of ¼ an inch. They shall not be cut on full quarter and shall be cut with an allowance of ¼ inch in width and ¼ inch in thickness to allow for shrinkage, and no further allowance shall be made, but will allow slight variation in cutting; sound gum veins; gum pockets up to 6 inches by ¾ inch; surface sun shakes; end shakes up to 6 inches, a few pin holes but not in groups; sap or wane not to exceed 2 inches on either face and not to come under rail seat; also sound and firm knots up to 2 inches in diameter.

3. Tenders will be considered for the following kinds of sleepers:—

(a) For the whole supply from Jarrah (*Eucalyptus marginata*), iron bark (*Eucalyptus crebra* or *siderophloia*), Powellized Karri (*Eucalyptus diversicolor*), blackbutt (*Eucalyptus pilularis*.)

(b) For lots of 5,000 from Western Australia, Karri (*Eucalyptus diversicolor*); Tasmania, Celery Top Pine (*Phyllocladus rhomboidalis*); New South Wales, Grey Box (*Eucalyptus hemiphloia*), Turpentine (*Syyncarpia Laurifolia*); Queensland, Grey Gum (*Eucalyptus propinqua*); India, Sal (*Shorea robusta*), Pyinkada or Irul (*Xylia dolabriformis*); India-Byna, or Mangal (*Messua ferrea*), Federated Malay States, Chenghai (*Balano-carpus maximus*), North America, Creosoted Oregon Pine (*Pseudotsuga Taxifolia*); Siam, Mai Teng Rang or Thitya (*Shorea obtusa*).

(c) The crossing timbers are to be Jarrah.

4. Tenderers must state the country or state in which the timber for the sleepers and crossing timbers to be supplied was grown and must give the correct botanical name of the timber. No tender will be considered which does not give this information.

5. Tenderers should state the number of each species they are prepared to supply and, if more than one kind is offered in any tender, the rate for each kind should be specified, with the minimum and maximum number of each kind that can be supplied. Tenderers must also state whether sleepers are sawn or hewn.

6. In cases of Australian woods, all sleepers and crossing timbers must be passed before shipment by the Government Inspector of the State from which the timber is obtained, any sleepers or crossing timbers rejected at such inspection will not be accepted by the Ceylon Government.

Arrangements will be made for a preliminary inspection before shipment of sleepers from India (including Burma) or the Straits Settlements. In the case of sleepers from other countries delivery will be accepted in Colombo, subject to the sleepers being strictly in accordance with the specification.

7. The total consignment must be delivered at Colombo as early as possible and in any case not later than July 31, 1928. Tenderers must specify in the tenders the dates on which deliveries will be begun and completed. Should a contractor fail to complete delivery by the specified date, the purchase price of the sleepers and crossing timbers delivered to and accepted by the General Manager of the Railway after the specified date shall be subject to a deduction as damages of 10 per cent. on their value and such deduction shall be regarded as a reasonable pre-estimate of actual damage which the General Manager of the Railway will and may sustain by reason of the default of the contractor to complete delivery within the specified time and shall for all purposes be deemed to be and regarded as liquidated damages, and not as a penalty.

8. Should the contractor at any time during the execution of the contract find that he will be unable to deliver the full quantity of sleepers and crossing timbers or any portion of them within the period named, he shall at once give notice accordingly to the General Manager of the Railway, who shall have an absolute discretion, either to grant an extension of time, or to determine the contract and recover damages as provided hereinafter in condition 33.

9. If any difference or dispute shall arise between the parties of this contract as to the true intent and meaning of any of the conditions herein contained or to any matter in dispute arising out of this contract, such difference or dispute shall be referred to a Board of Arbitration, of which each party shall appoint one arbitrator, and the two arbitrators so appointed shall, before proceeding with the reference, appoint an umpire. The award of the arbitrators and umpire or of the majority of them, shall be conclusive and binding on both parties hereto, and may include the costs, if any, of the arbitration proceedings.

10. The contractors shall inform the General Manager of the Railway by telegraph immediately the steamers commence to load, stating the probable date of sailing, and shall again telegraph immediately the vessel has sailed. As each consignment is shipped, the contractors must send direct to the General Manager of the Railway in care of the Master of the vessel conveying the sleepers or crossing timbers:—

|                            |                                   |
|----------------------------|-----------------------------------|
| 1 bill of lading (stamped) | 1 copy of Charter Party (if any). |
| 1 copy of invoice.         | 1 copy of Insurance Policy.       |

11. The contractors shall take all risk of accident or damage to the crossing timbers and sleepers from whatever cause arising, and shall insure them against all marine risks from shore to shore with a first class Insurance Company or companies whose names have been approved by the Government of Ceylon.

12. All tenders should be in duplicate and 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. The documents must be sealed under one cover marked "Tender for Sleepers" in the left hand top corner of the envelope, and must be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

13. Tenders should be deposited in the tender box in the Office of the Controller of Revenue, or sent through the post, so as to reach the Office of the Controller of Revenue not later than noon on Tuesday, February 21, 1928.

14. Tenders are to be made on forms which will be supplied upon application at the Office of the Railway Storekeeper, 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. 100 in favour of the Honourable the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, and a receipt produced for the same before any form of tender is issued.

16. Applications from outside Ceylon accompanied by a draft on a Colombo Bank in favour of the Honourable the Treasurer of Ceylon will be considered on intimation being received from the Bank that such a draft has been placed to the credit of Government.

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

18. Applicants must satisfy the General Manager of the Railway that they are in a position to execute the contract in a satisfactory manner, documentary or other evidence being produced for the purpose if called for, and in the case of tenderers who are not resident in the Colony by a duly constituted agent specially empowered in that behalf.

19. Tenders from tenderers not resident in the Colony will not receive consideration unless submitted by a duly constituted agent resident in the Colony, specially empowered to tender for the same and to execute a valid contract in that behalf and to fulfil all the terms of the contract. In the case of local firms tendering as agents of firms outside Ceylon, the "duly constituted" agents should hold a power of attorney from their principals to enable them to enter into a contract should their tender be accepted.

20. Should any tenderer decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing, 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 Ceylon Government contract. All other deposits will be returned upon signature of a contract.

21. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 1,000 in cash or fixed deposit for every 20,000 sleepers and crossing timbers or lesser number contracted for.

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

23. The Ceylon Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender. If any special conditions attached to the acceptance of part of a tender or of lots in other numbers than those specified, they must be clearly laid down in the tender.

24. In case of failure to comply with the specification, the General Manager of the Railway may deduct such sum from the payment as he may consider justifiable by reason of the inferior quality of sleepers and crossing timbers supplied, whether the same shall have been previously inspected or passed as provided, in the last preceding clause or not. Any dispute as to the amount so deducted shall be referred to a Board of Arbitrators, of which each party shall appoint one arbitrator, and the two arbitrators so appointed shall, before proceeding with the reference, appoint an umpire. The award of the arbitrators or umpire, or a majority of them, shall be conclusive and binding on both parties hereto, and may include the costs, if any, of the arbitration proceedings.

25. The price quoted in the tender is to include all costs till delivered in ship's sling at vessel's side in Colombo harbour. The sleepers and crossing timbers are to be at the risk of contractors till so delivered.

26. Payment of nine tenths of the value of each separate shipment will be made to the contractors by the Treasurer on completion of the discharge of the steamer. The settlement of the unpaid balance will be made on completion of the final tally, subject to such deductions as may be made under clause 24. Payments will be made on delivery by means of crossed cheques in rupees in Colombo at the bank's selling rate for Telegraphic Transfers or by Telegraphic Transfer on London.

27. The contractor shall not assign or transfer the contract without the permission of the General Manager of the Railway.

28. Delivery shall not be made in lots of less than 1,000 sleepers and may commence from the date of acceptance of tender.

29. In the case of failure on the part of the contractor to supply the entire quantity of sleepers and crossing timbers by the specified time it shall be lawful for the General Manager of the Railway in his discretion, by reason of such default and breach of contract on the part of the contractor, either to grant the contractor once or oftener an extension of time for the delivery of such quantity of sleepers and crossing timbers as the contractor has failed to supply (subject to a deduction of 10 per cent. on their purchase price), or to purchase in the open market at whatever price he may deem fit and reasonable, such quantity of sleepers and crossing timbers as the contractor has failed to supply.

30. In the event of the General Manager in his discretion electing not to grant the contractor an extension of time, but to purchase or cause to be purchased in the open market such quantity of sleepers and crossing timbers as the contractor shall have failed to deliver by the specified time, the General Manager shall give to the contractor 30 days' notice in writing of his intention so to purchase in the open market.

31. If subsequent to the issue of the notice of intention to purchase in the open market and within the period of 30 days covered by such notice, the contractor shall deliver to the General Manager the entire quantity of sleepers and crossing timber then remaining undelivered, or any part of

such quantity it shall be lawful for the General Manager for good cause shown or otherwise to him appearing, to accept such quantity of sleepers and crossing timbers or any part thereof, and in the event of the General Manager within the said period of 30 days accepting a part only of the quantity of sleepers and crossing timbers remaining undelivered, such acceptance shall in no way be deemed to be or construed as a waiver of the written notice herein before referred to, which said notice shall despite, such acceptance be deemed to be for all purposes valid and effectual, with a view to enabling the General Manager lawfully to purchase in the open market such quantity of sleepers and crossing timbers as shall yet remain undelivered at the expiration of the period of 30 days covered by the said notice.

32. Should the sleepers and crossing timbers so purchased cost more than the contract price, the contractor be liable to pay to the General Manager the full amount of the excess cost, together with all expenses attending the purchase and procuring of the same.

33. Should the contractor fail to supply in the quantities and in the time agreed upon, or should he supply sleepers and crossing timbers inferior in quality, or should he commit a breach of any of the covenants of the contract, the General Manager shall be at liberty by notice in writing to forthwith determine the contract, and thereupon the contractor will be liable to pay to the General Manager all costs and expenses incurred by the failure to supply sleepers and crossing timbers, or by the breach of any other covenant of the contract, and shall, in addition be liable to forfeit the sum deposited by him as security, which said sum shall be paid and forfeited as liquidated damages, and not by way of a penalty, and shall not be deemed to include the costs and expenses hereinbefore referred to.

Note.—The Crown Agents for the Colonies in London are also being asked to obtain tenders for the supply of sleepers.

T. E. DURTON,  
General Manager.

General Manager's Office,  
Colombo, January 25, 1928.

TENDERS are hereby invited for transporting 3,000 cwt. of salt from the Batticaloa Salt Stores to the Salt Store at Kalmunai, between February 9 to March 31, 1928.

2. The tenders must state the rate of hire for each cwt., including the cost of weighing and storing.

3. Tenders should be marked "Tender for Transporting Salt to Kalmunai" in the left hand top corner of the envelope, and should reach the Office of the Government Agent, Eastern Province, not later than midday on Friday, February 3, 1928.

4. The tenders are to be made upon forms which will be supplied upon application at the Batticaloa Kachcheri, and no tender will be accepted unless it is on the recognized form.

5. A deposit of Rs. 25 will be required to be made at the Batticaloa Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within seven days of receiving notice in writing from the Government Agent, Eastern Province, 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.

6. 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.

7. Cash security for Rs. 500 from the successful tenderer will be required. If, however, landed property is to be hypothecated, the tenderer must produce with the title deeds a certificate from the Crown Proctor as to the validity of the title of the property and a certificate from the Registrar of Lands that the property is unencumbered, also a report from the Vanniya as to the value of the property.

8. A copy of each tender should be forwarded by the tenderer to the Hon. the Controller of Revenue by post at the same time as the origin tender is forwarded to the Government Agent, Eastern Province, Batticaloa.

9. The contractor has to pay for any excess wastage in transport at Rs. 3.36 per cwt.

10. All other necessary information can be ascertained at the Batticaloa Kachcheri.

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

12. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. The Government Agent reserves to himself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender.

The Kachcheri, Batticaloa, January 24, 1928. C. J. S. PRITCHETT,  
for Government Agent.

## SALE OF UNSERVICEABLE ARTICLES, &c.

SEVEN pairs of binoculars (field glasses) will be sold by public auction at C. D. F. Headquarters, Slave Island, at 10 A.M., on February 4, 1928.

C. D. F. Headquarters,  
Colombo, January 20, 1928. E. FULCHER, Captain,  
Acting Staff Officer,  
Ceylon Defence Force.

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.

NOTICE is hereby given that the under-mentioned private properties of long-sentenced prisoners of Welikada Prison will be sold by public auction at the Welikada premises, at 11 A.M., on January 31, 1928:—

|                        |                       |
|------------------------|-----------------------|
| 63 sarongs             | 4 pairs socks         |
| 41 banians             | 3 towels              |
| 15 cloths              | 2 suspenders          |
| 28 belts               | 1 shawl               |
| 19 shirts              | 3 blankets            |
| 23 handkerchiefs       | 1 canvas bag          |
| 11 coats               | 1 cap                 |
| 4 pairs long trousers  | 3 hats                |
| 1 pair short trousers  | 1 piece leather       |
| 2 ties                 | 2 padlocks            |
| 3 pairs shoes          | 1 steel trunk         |
| 2 pairs boots          | 1 penknife            |
| 1 white metal toe ring | 1 white metal earpick |
| 4 brass studs          | 1 pair brass links    |
| 13 shop studs          |                       |

C. C. SCHOKMAN,  
Superintendent.

NOTICE is hereby given that the under-mentioned confiscated and unclaimed productions lying in this court will be sold by public auction at the premises on February 9, 1928, at 1 P.M. :—

| No. of Case. | Name of Article.    | No. of Case. | Name of Article. | No. of Case. | Name of Article.             | No. of Case. | Name of Article.            |
|--------------|---------------------|--------------|------------------|--------------|------------------------------|--------------|-----------------------------|
| 7,167..      | 1 brass lamp        | 11,569..     | 1 manna knife    | 13,678..     | 1 coat                       | 14,586..     | 1 basin pot containing rice |
|              | 1 trunk             | 11,870..     | 1 tapping knife  |              | 1 shirt                      |              | 1 raincoat                  |
| 7,510..      | 9 silver beads      | 12,188..     | 1 katty          | 13,576..     | 1 mamotty                    |              | 1 umbrella                  |
| 9,457..      | 1 brass betel tray  | 12,210..     | 1 sarong         | 13,820..     | 21 old articles of jewellery |              | 1 bus tail lamp             |
| 8,841..      | 2 lamps             |              | 1 banian         | 14,137..     | 1 umbrella                   |              | 1 shawl                     |
|              | 1 hurricane lamp    | 12,212..     | 1 axe            |              | 1 coat                       |              | 1 banian                    |
| 9,404..      | 1 katty             | 12,254..     | 1 sarong         |              | 1 banian                     |              | 1 broken old trunk          |
|              | 1 wristlet watch    | 12,427..     | 2 buckets        |              | 1 cloth belt                 |              | 1 padlock and key           |
| 11,010..     | 1 hammer            |              | 1 tapping knife  | 14,285..     | 1 razor                      | 9,225..      | 1 hurricane lamp            |
| 11,079..     | 1 manna knife       | 12,602..     | 1 hammer         |              | 2 mats                       | 8,396..      | 27 sheets of rubber         |
| 11,207..     | 2 manna knives      | 12,797..     | 1 tapping knife  | 14,330..     | 4 plates                     | 76,489..     | 3 curry dishes              |
| 11,260..     | 2 silver bangles    | 12,850..     | 1 coat           |              | 1 umbrella                   |              | 1 rice dish                 |
|              | 1 hairpin           |              | 1 whistle        |              | 1 shirt                      |              | 3 big plates                |
|              | 2 rings             | 13,749..     | 1 leather bag    | 14,437..     | 2 manna knives               |              | 3 small plates              |
| 11,395..     | 1 towel             |              |                  |              |                              |              |                             |
|              | 1 small silk sarong |              |                  |              |                              |              |                             |

Police Court,  
Panadure, January 23, 1928.

S. P. WICKRAMASINHA,  
Police Magistrate.

## VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended January 21, 1928.

**Births.**—The total births registered in the city of Colombo in the week were 205 (2 Europeans, 13 Burghers, 129 Sinhalese, 26 Tamils, 22 Moors, 11 Malays, and 2 Others). The birth rate per 1,000 per annum (calculated on the estimated population on January 1, 1928, viz., 263,249) was 40·7, as against 39·1 in the preceding week, 37·1 in the corresponding week of last year, and 32·6 the weekly average for last year.

**Deaths.**—The total deaths registered were 170 (1 European, 7 Burghers, 99 Sinhalese, 30 Tamils, 23 Moors, 5 Malays, and 5 Others). The death rate per 1,000 per annum was 33·7, as against 29·4 in the previous week, 29·8 in the corresponding week of last year, and 27·6 the weekly average for last year.

**Infantile Deaths.**—Of the 170 total deaths, 32 were of infants under one year of age, as against 33 in the preceding week, 36 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 14.

**Principal Causes of Death.**—1. (a) Twenty-six deaths from *Pneumonia* were registered, 14 in Maradana hospitals (including 6 deaths of non-residents), 3 each in New Bazaar and Maradana North, 2 in Maradana East, and 1 each in Kotahena North, Kotahena South, Slave Island, and Wellawatta South. The number registered during the previous week was also 26 and the weekly average for last year was 19.

(b) Four deaths from *Influenza* were registered, 2 in San Sebastian and 1 each in St. Paul's and Maradana hospital (of a non-resident), as against 7 in the previous week and 6 the weekly average for last year.

(c) Two deaths from *Bronchitis* were registered in Maradana North. The number registered during the previous week was also 2 and the weekly average for last year was 3.

2. (a) Twenty-five deaths from *Phthisis* were registered, 9 in Maradana hospitals (including 5 deaths of non-residents), 3 each in Kotahena North and Maradana South, 2 each in New Bazaar and Kollupitiya, and 1 each in St. Paul's, San Sebastian, Maradana North, Maradana East, Slave Island, and Wellawatta North, as against 11 in the previous week and 11 the weekly average for last year.

(b) Three deaths from *Phthisis* of residents of Colombo town occurred at the Tuberculosis Hospital, Ragama, during the week.

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

4. One death from *Smallpox* of a resident of Colombo town occurred at the Infectious Diseases hospital, Angola, during the week.

5. Fourteen deaths were registered from *Enteritis*, 14 from *Debility*, 8 from *Infantile Convulsions*, 6 from *Diarrhoea* 4 each from *Dysentery* and *Accidents*, 1 each from *Worms* and *Puerperal Septicaemia*, and 58 from *Other Causes*.

6. Fifty-two cases of *Chickenpox*, 6 of *Enteric Fever*, 3 of *Measles* (2 in Port), and 1 each of *Smallpox* and *Plague* were reported during the week, as against 38, 5, 6, nil, and 1, respectively, of the preceding week.

**State of the Weather.**—The mean temperature of air was 79·0°, against 79·7° in the preceding week and 79·7° in the corresponding week of the previous year. The mean atmospheric pressure was 29·946 in., against 29·957 in. in the preceding week and 29·895 in. in the corresponding week of the previous year. The total rainfall in the week was 0·23 in., against 3·35 in. in the preceding week and nil in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, January 24, 1928.

P. D. RATNATUNGA,  
for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

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

1. The name of the Company is "THE ANHETTIAGAMA TEA AND RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase the Anhettiagama Estate situate in the Kelani Valley District, Ceylon.
  - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber and other Ceylon produce.
  - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties, and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licences, or privileges, in Ceylon or elsewhere (including the benefit of any trade mark, or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
  - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
  - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
  - (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
  - (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
  - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
  - (k) To buy, sell, warehouse, transport, trade and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
  - (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
  - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
  - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers or any other trade, business, or undertaking whatsoever.
  - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
  - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
  - (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
  - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.

3612  
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 144 ✓  
 216 ✓  
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- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, 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 "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

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

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

| Names and Addresses of Subscribers. | Number of Shares taken by each Subscriber. |
|-------------------------------------|--|
| R. DOUGLAS FUGE, Dehiowita .. .. .  | One  |
| L. ARCHDALE, Dehiowita .. .. .      | One  |
| F. O. FRANCILLON, Colombo .. .. .   | One  |
| R. W. FOWKE, Colombo .. .. .        | One  |
| G. W. HODGSON, Colombo .. .. .      | One  |
| H. HOPWOOD, Colombo .. .. .         | One  |
| IAN W. AITKEN, Colombo .. .. .      | One  |
| Total shares taken .. .. .          | Seven                                      |

Witness to all the above signatures at Colombo this 26th day of November, 1927 :

SYDNEY JULIUS,  
Proctor, Supreme Court, Colombo.



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

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

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

### INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

"Directors" means the Directors for the time being of the Company or (as the case may be) the Directors assembled at a Board and includes a Deputy Director appointed under Article 89.

"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 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 or by attorney (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 Anhettiagama 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 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.

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.

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

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

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

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

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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 resolutions could have been effected without it.

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

#### BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not without the sanction of a General Meeting, exceed Rupees Fifty thousand (Rs. 50,000).

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

Upon the receipt of such requisition, the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and 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 in manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by the Company in General Meeting, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any 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(a). 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.

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 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 Annettigama Tea and Rubber Company, Limited.*

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

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

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. Leslie Archdale of Lassahena estate, Dehiowita, and Richard Douglas Fuge of Liniyagalla estate, Dehiowita (who are hereinafter referred to as "Life Directors") and Francis Oliver Francillon of Colombo (who with any other Director is herein referred to as an ordinary Director) shall be first Directors of the Company.

86. The said Life Directors shall be entitled to hold office so long as each holds shares of the Company of any class of the nominal value of Twenty thousand Rupees. In the event of any Life Director ceasing to hold shares of the Company of any class of the nominal value of Twenty thousand Rupees (Rs. 20,000), he shall thereupon be deemed to be elected to office as an ordinary Director.

87. The qualification of an ordinary Director shall be the holding of one or more shares of any class of a total nominal value of Rupees Ten (Rs. 10).

88. Unless otherwise declared by a General Meeting the number of Directors shall never be less than two or more than four.

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

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

91. 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.

92. At the First Ordinary General Meeting of the Company all the ordinary Directors shall retire from office and at the First Ordinary General Meeting in every subsequent year one of the ordinary Directors for the time being shall retire from office as provided in clause 93 unless there shall be only one ordinary Director in which case he shall retire at the Second Ordinary General Meeting after his appointment.

93. The Director if any 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.

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

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

96. 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.

97. 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.

98. 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.

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

100. 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.

101. The Company may, by a special resolution, remove any Director other than a Life 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.

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

103. 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.

104. 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 100.
- (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.

Provided, however, that sub-clause 104 (f) shall not apply to a Life Director.

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.

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

106. 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. 124 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.

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

108. 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.

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

110. 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.

111. 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.

112. 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.

113. 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.

114. 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.

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

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

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

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

119. 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.

120. 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.

121. 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.

122. 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.

123. 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.

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

## ACCOUNTS.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

133. 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.

134. 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.

135. 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.

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

137. 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.

138. 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.

139. 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.

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 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.

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 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.

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

145. 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.

146. 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.

147. 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.

148. 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.

149. 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.

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

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

152. Any 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.

153. 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. In the case of a firm the notice shall be given to the firm at the registered address.

154. 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.

155. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 151, shall not be entitled to be given any notices. Any person becoming entitled to shares in consequence of the death, bankruptcy, minority, or lunacy of any Shareholder or in any other way than by transfer shall not be entitled to receive any notices until he has complied with Articles 35 and 151.

156. Notice of every General Meeting shall be given in some manner hereinbefore authorized to every Shareholder except those Shareholders who have not supplied to the Company an address in Ceylon for the giving of notices to them as required by Article 151. No other person shall be entitled to receive notices of General Meetings.

#### 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 :

R. DOUGLAS FUGE, Dehiowita.

L. ARCHDALE, Dehiowita.

F. O. FRANCILLON, Colombo.

R. W. FOWKE, Colombo.

G. W. HODGSON, Colombo.

H. HOPWOOD, Colombo.

IAN W. AITKEN, Colombo.

Witness to all the above signatures at Colombo this 26th day of November, 1927 :

SYDNEY JULIUS,  
Proctor, Supreme Court, Colombo.

## MEMORANDUM OF ASSOCIATION OF THE NAGAHATENNE RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE NAGAHATENNE RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase Nagahatenne Estate, situate in the Elpitiya District.
  - (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 in to 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 seeds, 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.

3612  
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 936 ✓

- (f) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits, or union of interest 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.
- (g) 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.
- (h) 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.
- (i) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (j) 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.
- (k) 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.
- (l) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable estate, or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 3) To distribute among the Shareholders in specie any property of the Company whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental, or conducive, to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into Ten thousand (10,000) shares of One hundred Rupees (Rs. 100) 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<br>by each Subscriber. |
|-------------------------------------|---|
| HEBBERT BOIS, Colombo .. .. .       | One   |
| W. H. SMALLWOOD, Colombo .. .. .    | One   |
| W. G. BRAUCHAMP, Colombo .. .. .    | One   |
| C. H. BOIS, Colombo .. .. .         | One   |
| G. T. HALB, Colombo .. .. .         | One   |
| C. H. S. BLATCH, Colombo .. .. .    | One   |
| SYDNEY JULIUS, Colombo .. .. .      | One   |
| Total shares taken .. .. .          | Seven   |

Witness to the above signatures, at Colombo, this 12th day of January, 1928 :

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

## ARTICLES OF ASSOCIATION OF THE NAGAHATENNE RUBBER COMPANY, LIMITED.

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

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

## INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

## BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management or direction of the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire Nagahatenne 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 One million Rupees (Rs. 1,000,000) divided into 10,000 shares of One hundred Rupees (Rs. 100) each.

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

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

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

## SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares, except when otherwise provided, shall first be offered by the Directors to the Shareholders in proportion 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 estate 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 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 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 shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

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

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

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

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

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

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

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

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

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

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

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

#### PREFERENCE SHARES.

49. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of repayment of capital, or both, or any 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 Fifty thousand (Rs. 50,000).

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

#### *The Nagahatenne Rubber Company, Limited.*

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

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

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

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

#### DIRECTORS.

86. The number of Directors shall never be less than two or more than 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 Two hundred and Fifty fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

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

88. The first Directors shall be Messrs. H. V. Hill, C. de H. Smith, and W. G. Beauchamp, all of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

#### ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

#### DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated :—

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

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 take part in respect of any matters connected with any such contract, work, or business.

#### POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

## PROCEEDINGS OF DIRECTORS.

112. The Directors may meet for the 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.

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

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

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

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

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

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

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

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

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

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

## AGENTS AND SECRETARIES.

122. The firm of J. M. Robertson and Company shall be the first Agents and Secretaries of the Company.

## ACCOUNTS.

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

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

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

126. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, 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.

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

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

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

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

## AUDIT.

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

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

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

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

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

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

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

## DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

141. Any General Meeting declaring a dividend may resolve that such dividend 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 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 certificate, 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.

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

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

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

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

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

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

## NOTICES.

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

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

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

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

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

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

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

#### EVIDENCE.

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

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

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

156. If the Company shall be wound up whether voluntarily or otherwise the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference, in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance 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 :—

HERBERT BOIS, Colombo

W. H. SMALLWOOD, Colombo

W. G. BEAUCHAMP, Colombo

C. H. BOIS, Colombo

G. T. HALE, Colombo

C. H. S. BLATCH, Colombo

SYDNEY JULIUS, Colombo

Witness to the above signatures at Colombo, this Twelfth day of January, 1928 :

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

## MEMORANDUM OF ASSOCIATION OF ORION TEA COMPANY, LIMITED.

- 36/12 ✓  
3/432  
 144 ✓  
 144 ✓  
 2/6  
 936 for three insertions
1. The name of the Company is "ORION TEA COMPANY, LIMITED."
  2. The registered office of the Company is to be established in Colombo.
  3. The objects for which the Company is to be established are—
    - (a) To purchase from the proprietors thereof the Orion Estate, situate in the Gampola District 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, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, whole sale 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 the other.
- (z 3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental, or conducive, to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from and 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 Twenty-one thousand Two hundred and Forty-four (21,244) cumulative preference shares of Rs. 10 each, and Seventy-eight thousand Seven hundred and Fifty-six (78,756) ordinary shares of Rs. 10 each, with power to increase or reduce the capital. Such preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of seven per cent. per annum on the capital for the time being paid up thereon, and shall rank as regards return of capital in priority to the ordinary shares, but shall not confer the right to any further participation in profits or assets. The shares forming the capital (original, increased, or reduced) of the Company other than the said preference shares may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being or otherwise.

6. The profits of the Company of each year, which it shall from time to time be determined to distribute, shall (subject to the provisions of clauses 5 and 8 hereof) be applied in the manner and order following :—

- (1) In payment of a fixed cumulative preferential dividend of 7 per cent. per annum on the capital for the time being paid up on the said preference shares.
- (2) The balance of the remaining profits shall be divided among the holders of ordinary shares in proportion to the amount paid on the shares held by them.

7. In a winding up voluntary or otherwise, the assets available for distribution amongst the members shall be applied :—

- (1) To the payment off of the capital paid up on the said preference shares with the arrears of dividend thereon, whether declared or not up to the commencement of the winding up.
- (2) To the payment off of the capital paid up on all the remaining shares and any dividend on the said share up to the date of winding up in accordance with the Articles of Association.
- (3) To the division among the Shareholders, other than the holders of the cumulative preference shares aforesaid, in proportion to the number of shares held by each of them, of any balance remaining after payment of capital and dividend as provided in sub-sections (1) and (2) hereof.



8. The rights for the time being attached to the said preference shares may be modified or dealt with in the manner mentioned in clauses 51 and 157 of the accompanying Articles of Association but not otherwise and those clauses shall be deemed to be incorporated herein and have effect accordingly.

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

| Names and Addresses of Subscribers. | Number of Shares taken by each Subscriber. |
|-------------------------------------|--|
| H. F. PARFITT, Colombo .. .. .      | One  |
| J. C. KELLY, Colombo .. .. .        | One  |
| F. E. MACKWOOD, Colombo .. .. .     | One  |
| E. O. MACKWOOD, Colombo .. .. .     | One  |
| J. F. SIBBALD, Colombo .. .. .      | One  |
| SYDNEY JULIUS, Colombo .. .. .      | One  |
| W. K. S. HUGHES, Colombo .. .. .    | One  |
| Total shares taken .. .. .          | Seven                                      |

Witness to the above signatures at Colombo, this Eleventh day of January, 1928 :

G. T. HALE,  
Proctor, Supreme Court, Colombo.

### ARTICLES OF ASSOCIATION OF ORION TEA 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 "Orion Tea 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.

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

Words importing only 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 the Orion 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 One million Rupees (Rs. 1,000,000), divided into 21,244 cumulative preference shares of Ten Rupees (Rs. 10) each and 78,756 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; provided, however, that such new shares shall have no preferential rights over the 21,244 cumulative preference shares above referred to.

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

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

## SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares except when otherwise provided shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of 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 (subject to the provisions of Article 5) 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; provided, however, that such new shares shall have no preferential rights over the 21,244 cumulative preference shares above referred to.

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

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

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

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

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

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

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

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

19. Every Shareholder shall be entitled to a certificate or certificates under the common seal of the Company, specifying the share or shares held by him and the amount paid thereon.

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.

21. The certificates of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

## CALLS.

22. The Directors may from time to time make such calls as they think fit upon the Shareholders in respect of all monies 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.

23. 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.

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

25. 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.

26. 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.

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

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

29. 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.

30. 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.

31. 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 30, shall register the transferee as a Shareholder and retain the instrument of transfer.

32. 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.

33. 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.

34. 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.

35. 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 Shareholders.

36. 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.

37. If any person who shall become entitled to be registered in respect of any share under clause 36 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.

38. 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.

39. 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.

40. 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.

41. 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.

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

43. 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.

44. 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 41 hereof, shall be redeemable after sale or disposal.

45. 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.

46. 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.

47. 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.

48. 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 46 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

49. 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.

50. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine, provided that no such shares shall have any preference over the 21,244 cumulative preference shares above referred to.

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

52. 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.

53. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Two hundred thousand (Rs. 200,000).

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

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

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

65. 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 object 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(a). 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.

66. 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.

67. 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.

68. 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.

69. 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.

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

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

72. 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.

73. 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.

74. 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.

75. 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.

76. 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.

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

78. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him up to ten and an additional vote for every ten shares beyond the first ten up to 100 and an additional vote for every 25 shares beyond the first hundred.

79. 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.

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

81. 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.

82. 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.

83. 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.

84. 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:—

*Orion Tea 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 \_\_\_\_\_.

85. 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.

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

DIRECTORS.

87. 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 ten fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

88. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three thousand Rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company. The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at Board Meetings and otherwise in execution of their duties as Directors.

89. The first Directors shall be Messrs. F. E. Mackwood of Colombo, A. T. Sydney Smith of Lindula, and J. C. Kelly 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.

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

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 Secretaries or by leaving the same at the registered office of the Company, or by tendering his written resignation at a meeting of the Directors, and on the acceptance of his resignation by the Directors, but not before, his office shall become vacant.

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

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

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 under the Company other than Managing Director, Visiting Agent, or Secretary of the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 99.
- (f) If he ceases to 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 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 Orion estate, and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

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

106. The Directors shall have power to make, and may make such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, 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 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 inspec or 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 Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

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

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

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

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

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

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

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

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



recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman, and of the date on which such meeting was held.

#### AGENTS AND SECRETARIES.

123. The firm of Mackwoods, Limited, shall be the first Agents and Secretaries of the Company.

#### ACCOUNTS.

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

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

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

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

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

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

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

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

#### AUDIT.

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

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

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

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

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

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

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

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

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

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

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

142. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part 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 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 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.

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

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

145. The Directors may deduct from the dividend or bonus payable to any Shareholder all such sums 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.

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

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

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

#### NOTICES.

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

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

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

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

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

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

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

#### EVIDENCE.

155. 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.

156. 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.

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

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

H. F. PARFITT, Colombo.  
 J. C. KELLY, Colombo.  
 F. E. MACKWOOD, Colombo.  
 E. O. MACKWOOD, Colombo.  
 J. F. SIBBALD, Colombo.  
 SYDNEY JULIUS, Colombo.  
 W. K. S. HUGHES, Colombo.

Witness to the above signatures, at Colombo, this Eleventh day of January, 1928 :

G. T. HALE,  
 Proctor, Supreme Court, Colombo.

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

- Handwritten:* **Final Publication**
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.
- (a 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.
- a 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.
- a 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.
- a 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<br>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 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 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 power 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.

- (g) 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.
- (h) 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 Steuart 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 purpose 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:

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

- See and Publication*
1. The name of the Company is "THE WALABODA TEA AND RUBBER COMPANY, LIMITED."
  2. The registered office of the Company is to be established in Colombo.
  3. The objects for which the Company is to be established are—
    - (a) To purchase the Walaboda estate, situate in the Province of Sabaragamuwa 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 product 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 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 of union of interests, or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stocks 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 "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 Six hundred thousand Rupees (Rs. 600,000) divided into Sixty thousand (60,000) shares of Ten Rupees each with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated 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<br>by each Subscriber. |
|-------------------------------------|---|
| F. F. ROE, Colombo .. .. .          | One   |
| R. J. HARTLEY, Colombo .. .. .      | One   |
| A. W. HARRISON, Colombo .. .. .     | One   |
| LIONEL BRAY, Colombo .. .. .        | One   |
| M. N. WAYMAN, Colombo .. .. .       | One   |
| SYDNEY JULIUS, Colombo .. .. .      | One   |
| W. K. S. HUGHES, Colombo .. .. .    | One   |
| Total Shares taken ..               | Seven   |

Witness to the above signatures, at Colombo, this Eleventh day of January, 1928.

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



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

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

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

## INTERPRETATION CLAUSE.

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

The "Company" means the above-named Company.

The "Ordinance" means and includes "Joint Stock Companies Ordinance, 1861," and any statutory modifications thereof.

"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.

"Written" or "Writing" mean and include words printed, lithographed, represented, or reproduced in any mode in a visible form.

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

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

"Secretary" includes any appointed to perform the duties of Secretary temporarily.

"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) or by attorney 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 Walaboda 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 Shareholder 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 Six hundred thousand Rupees (Rs. 600,000) divided into 60,000 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 Shareholders 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 hereinbefore contained, transfer the same to some other person.

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### PREFERENCE SHARES.

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

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

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

#### BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Fifty thousand (Rs. 50 000.)

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

87. The first Directors shall be Messrs. E. W. Keith of Kondesalle estate, Kandy, and Mr. F. F. Roe, F. H. Layard, and A. Warden 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, 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 Walaboda 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 thereof shall have a casting vote in addition to his vote as a Director.

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

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

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

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

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

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

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

## AGENTS AND SECRETARIES.

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

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

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

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

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

#### EVIDENCE.

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

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

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

155. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company, either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1880, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

F. F. ROE, Colombo.

R. J. HARTLEY, Colombo.

A. W. HARRISON, Colombo.

LION L BRAY, Colombo.

M. N. WAYMAN, Colombo.

SYDNEY JULIUS, Colombo.

W. K. S. HUGHES, Colombo.

Witness to the above signatures, at Colombo, this Eleventh day of January, 1923:

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

## MEMORANDUM OF ASSOCIATION OF CEYLON RADIO, LIMITED.

1. The name of the Company is "CEYLON RADIO, 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 and carry on in Ceylon or elsewhere, the business of distributors of Radio apparatus (now carried on in Ceylon by Fentons, Limited), including all electrical and other engineering work connected with Radio engineering, and in particular, to carry on the business of importing, stocking, and selling all materials, accessories, apparatus, and appliances appertaining to the reception and transmission of Broadcasting, Wireless Telegraphy, or Telephony, or any other method of Morse or other signalling.
- (b) To carry on the business of Radio and Electric Engineers and distributors of apparatus and appliances appertaining to Radio, Telegraphic, Telephonic, Electric, and other like matters in such places in Ceylon, as may from time to time be thought fit.
- (c) To purchase, construct, repair, sell, hire, or let all such apparatus and appliances and other chattels and things used for any of the above purposes.
- (d) To enter into contracts with any person or corporation as to any of the objects mentioned in this Memorandum of Association.
- (e) To obtain all powers and authorities necessary to carry out and extend any of the above objects.
- (f) To acquire and deal with the property following :—
- (1) The business property and liabilities of any company, firm, or person, carrying on any business within the objects of this Company.
  - (2) Lands, buildings, easements, and other interests in real estate.
  - (3) Plant, machinery, personal estate, and effects.
  - (4) Patents, patent rights, or inventions, copyrights, designs, trade marks, or secret processes.
  - (5) Shares or stock or securities in or of any company or undertaking, the acquisition of which may promote or advance the interests of this Company.
- (g) To perform or do all or any of the following operations, acts, or things :—
- (1) To pay all the costs, charges, and expenses of the promotion and establishment of the Company.
  - (2) To sell, let, dispose of, or grant rights over all or any property of the Company.
  - (3) To erect buildings, plant, and machinery for the purposes of the Company.
  - (4) To make experiments in connection with any business of the Company, and to protect any inventions of the Company by letters patent or otherwise.
  - (5) To grant licences to use patents, copyrights, designs, or secret processes of the Company.
  - (6) To manufacture, plant, machinery, tools, goods, and things for any of the purposes of the business of the Company.
  - (7) To draw, accept, and negotiate bills of exchange, promissory notes, and other negotiable instruments.
  - (8) To underwrite the shares, stock, or securities of any other company, and to pay underwriting commissions and brokerage on any shares, stock, or securities issued by this Company.
  - (9) To borrow money or to receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking, or all or any of the assets of the Company, including uncalled capital.
  - (10) To lend money, with or without security, and to invest money of the Company in such manner (other than in the shares of this Company) as the Directors think fit.
  - (11) To enter into arrangements for joint working in business or for sharing profits, or for amalgamation with any other company, firm, or person, carrying on business within the objects of this Company.
  - (12) To promote companies.
  - (13) To sell the undertaking and all or any of the property of the Company for cash, or for stock, shares, or securities of any other company, or for other consideration.
  - (14) To pay for any lands and real or personal, immovable and movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares, or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partly paid up for such purpose.
  - (15) To provide for the welfare of persons employed or formerly employed by the Company, or any predecessors in business of the Company, and the wives, widows, and families of such persons by grants of money or other aid or otherwise as the Company shall think fit.
  - (16) To subscribe to, or otherwise aid, benevolent, charitable, national, or other institutions, or objects of a public character, or which have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.
  - (17) To distribute in specie assets of the Company properly distributable amongst its members.
- (h) To do all or any of the things hereinbefore authorized either alone, or in conjunction with, or as factors, trustees, or agents for others, or by or through factors, trustees, or agents.
- (i) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Shareholders is limited.

5. The share capital of the Company is Rs. 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 that unless the conditions of issue shall otherwise expressly declare, every issue of shares whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

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

| Names and Addresses of Subscribers. | Number of Shares taken by each Subscriber. |
|-------------------------------------|--|
| FRANK TROLLOFF, Colombo .. .. .     | One  |
| E. THOMSON, Colombo .. .. .         | One  |
| M. FENTON, Colombo .. .. .          | One  |
| H. FENTON, Colombo .. .. .          | One  |
| JOS. F. MARTYN, Colombo .. .. .     | One  |
| G. T. HALE, Colombo .. .. .         | One  |
| A. DUNOUM, 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 services rendered to the Company and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

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

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

#### CALLS.

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

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

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

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

25. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time 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. Trollope, 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, artizans, labourers, and other servants, for such period or periods and with such remuneration and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable and without assigning any cause for so doing.

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.

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—

- Third Part*
- (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 korals 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 interests 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<br>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. DUNOUM, Colombo .. .. .          | One   |
|                                     | Seven   |

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

The registered office of the Company shall be situate in Colombo.

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<br>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. PERERA, 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 :

[Third Publication.]

S. F. DE SILVA.

**The Maha Uva Estate Company, Limited.**

NOTICE is hereby given that the Thirty-fifth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Saturday, February 4, 1928, at 11.15 A.M.

*Business.*

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice has been given.

The Transfer Books of the Company will be closed from January 28 to February 4, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,  
Colombo, January 27, 1928. Agents and Secretaries.

**The Agra Ouvah Estates Company, Limited.**

NOTICE is hereby given that the Thirty-sixth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Saturday, February 4, 1928, at 11.30 A.M.

*Business.*

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice has been given.

The Transfer Books of the Company will be closed from January 28 to February 4, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,  
Colombo, January 27, 1928. Agents and Secretaries.

**The Glasgow Estate Company, Limited.** 19/2/28

NOTICE is hereby given that the Thirty-seventh Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Saturday, February 4, 1928, at 11.45 A.M.

*Business.*

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice has been given.

The Transfer Books of the Company will be closed from January 28 to February 4, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,  
Colombo, January 27, 1927. Agents and Secretaries.

**The High Forests Estates Company, Limited.** 19/2/28

NOTICE is hereby given that the Thirty-third Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Saturday, February 4, 1928, at 12 noon.

*Business.*

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice has been given.

The Transfer Books of the Company will be closed from January 28 to February 4, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,  
Colombo, January 27, 1928. Agents and Secretaries.

**The Moolgama Estate Company, Limited.**

NOTICE is hereby given that the Sixth Ordinary General Meeting of Shareholders will be held at noon on Friday, February 10, 1928, at the registered office of the Company, 45, Queen street, Fort, Colombo. 18/2/28

*Business.*

1. To receive the Directors' report and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from February 2 to 11, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,  
Colombo, January 25, 1928. Agents and Secretaries

**The Udagoda Tea and Rubber Company, Limited.** 18/2/28

NOTICE is hereby given that the Eleventh Ordinary General Meeting of Shareholders will be held at 11 A.M. on Friday, February 10, 1928, at the registered office of the Company, 45, Queen street, Fort, Colombo.

*Business.*

1. To receive the Directors' report and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.

4. To appoint an Auditor.

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

The Transfer Books of the Company will be closed from February 2 to 11, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,  
Colombo, January 24, 1928. Agents and Secretaries.

**The Govinna Rubber Company, Limited.** 18/2/28

NOTICE is hereby given that the Eighth Ordinary General Meeting of the Shareholders will be held at 11.30 A.M. on Saturday, February 4, 1928, at the registered office of the Company, 45, Queen street, Fort, Colombo.

*Business.*

1. To receive the Directors' report and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from January 27 to February 5, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,  
Colombo, January 24, 1928. Agents and Secretaries.

**The Mahanilu Tea Company, Limited.**

NOTICE is hereby given that the Sixth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Fort, Colombo, on Saturday, February 11, 1928, at 12.30 P.M. 19/2/28

*Business.*

1. To receive the Directors' report and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from February 2 to February 13, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,  
Colombo, January 24, 1928. Agents and Secretaries.

**Doone Vale (Ceylon) Rubber Company, Limited.**

NOTICE is hereby given that the Twelfth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Fort, Colombo, on Saturday, February 11, 1928, at noon. 18/2/28

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from February 2 to February 13, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,  
Colombo, January 25, 1928. Agents and Secretaries.

**The Colombo Assembly Rooms Company, Limited.**

NOTICE is hereby given that the Annual Ordinary General Meeting of the Shareholders of this Company will be held at 11, Queen street, Fort, Colombo, on Saturday, February 4, 1928, at 12 noon.

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from January 26 to February 4, 1928, inclusive.)

By order of the Board,  
C. L. CARSON PARKER,  
Secretary.

Colombo, January 23, 1928.

**The Giragoda Rubber Company, Limited.**

NOTICE is hereby given that the Seventeenth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 6, Prince street, Fort, Colombo, on Saturday, February 4, 1928, at noon.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current year.
5. To transact such other business as may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from January 21 to February 7, 1928, both days inclusive.

By order of the Directors,  
J. M. ROBERTSON & Co.,  
Colombo, January 24, 1928. Agents and Secretaries.

**The Frocester Estate Rubber Company, Limited.**

NOTICE is hereby given that the Twenty-second Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 6, Prince street, Fort, Colombo, on Monday, February 6, 1928, at 11.30 A.M.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current year.
5. To transact such other business as may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from January 23 to February 9, 1928, both days inclusive.

By order of the Directors,  
J. M. ROBERTSON & Co.,  
Colombo, January 24, 1928. Agents and Secretaries.

**The Kelle Tea Company of Ceylon, Limited.**

NOTICE is hereby given that the Thirty-third Annual Ordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, 6, Prince street, Fort, Colombo, on Monday, February 6, 1928, at noon.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current year.

5. To transact such other business as may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from January 23 to February 6, 1928, both days inclusive.

By order of the Directors.

J. M. ROBERTSON & Co.,  
Colombo, January 25, 1928. Agents and Secretaries.

**The Templestowe Estate Company, Limited.**

NOTICE is hereby given that the Thirtieth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 6, Prince street, Fort, Colombo, on Saturday, February 11, 1928, at noon.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current year.
5. To transact such other business as may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from January 28 to February 14, 1928, both days inclusive.

By order of the Directors,  
J. M. ROBERTSON & Co.,  
Colombo, January 25, 1928. Agents and Secretaries.

**The Uva Rubber Company of Ceylon, Limited.**

NOTICE is hereby given that the Twenty-third Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Thursday, February 9, 1928, at noon.

*Business.*

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for 1928.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from January 26 to February 12, 1928, both days inclusive.

By order of the Directors,  
LEWIS BROWN & Co., LTD.,  
Colombo, January 24, 1928. Agents and Secretaries.

**The Wanarajah Tea Company of Ceylon, Limited.**

NOTICE is hereby given that the Thirty-sixth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Friday, February 10, 1928, at noon.

*Business.*

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To declare a final dividend.
3. To elect a Director.
4. To appoint Auditors for 1928.
5. To consider and, if thought fit, to pass the following resolution:—

“That the annual sum which under Article 96 the Directors shall be entitled to appropriate as remuneration for their services in terms of Article 96 of the Company's Articles of Association be increased from not exceeding Rs. 2,500 to not exceeding Rs. 4,000, and that the Directors be entitled to such increased remuneration as from January 1, 1928.”

6. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from January 27 to February 13, 1928, both days inclusive.

By order of the Directors,

LEWIS BROWN & Co., LTD.,  
Colombo, January 24, 1928. Agents and Secretaries.

#### Darton Development Company, Limited.

NOTICE is hereby given that the Second Annual Ordinary General Meeting of the Shareholders of this Company will be held at the office of the Company, Gaffoor building, Main street, Colombo, on Saturday, February 4, 1928, at 11 A.M. *6.25*

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To elect a Director.
3. To appoint Auditors.
4. To transact any other business that may be duly brought before the Meeting. *7/15*

By order of the Directors.

GORDON FRAZER & Co., LTD.,  
Colombo, January 27, 1928. Agents and Secretaries.

#### The Ceylon Financial Investments, Limited.

NOTICE is hereby given that the Second Annual Ordinary General Meeting of the Shareholders of this Company will be held at the office of the Company, Gaffoor building, Main street, Colombo, on Saturday, February 4, 1928, at 11.15 A.M. *16.25*

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To elect a Director.
3. To appoint Auditors.
4. To transact any other business that may be duly brought before the Meeting.

By order of the Directors.

GORDON FRAZER & Co., LTD.,  
Colombo, January 27, 1928. Agents and Secretaries.

#### The Kalkande Rubber Company, Limited.

NOTICE is hereby given that the Eighteenth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the office of the Company, Gaffoor building, Main street, Colombo, on Monday, February 6, 1928, at 11 A.M. *16.25*

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors, and to transact any other business that may be duly brought before the Meeting. *113*

By order of the Directors,

GORDON FRAZER & Co., LTD.,  
Colombo, January 27, 1928. Agents and Secretaries.

#### The Boscombe Tea Estates Company, Limited.

NOTICE is hereby given that the First Ordinary General Meeting of the Shareholders of the Company will be held at 11 A.M. on Wednesday, February 8, 1928, at the registered office of the Company, 69, Queen street, Fort, Colombo. *18.25*

*Business.*

1. To receive the report of the Directors and statement of accounts for the seven months ended December 31, 1927.
2. To elect Directors.

3. To appoint Auditors.

4. To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from January 28, 1928, to February 9, 1928, both days inclusive.

By order of the Directors,

DARLEY BUTLER & Co., LTD.,  
Colombo, January 25, 1928. Agents and Secretaries.

#### C. Sab Senaratna and Company, Limited. *18.25*

NOTICE is hereby given that the Second Annual General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, Chamber of Commerce building, on Wednesday, February 8, 1928, at 12 noon.

*Business.*

1. To receive report and accounts to June 30, 1927.
2. To elect Directors.
3. To pass resolution re issue of Preference Shares.
4. To consider action of Directors owing monies to the Company.
5. To appoint Auditors.
6. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

P. S. SENARATNA,  
Colombo, January 25, 1928. Secretary.

#### Auction Sale. *40.25*

A Valuable Dwelling House called Meade, situated at Rippon Road, Alfred House Grounds, bearing Assessment No. 10:4/93/95, Colpetty, Colombo. This is a recently built Bungalow fitted with all Modern Conveniences.

In the District Court of Colombo.

James Mathieson of London in England..... Plaintiff.  
No. 23,721. Vs.

(1) Kanagasabai Kandiah of Meadowsweet, Rosemead place, Colombo, (2) Oona Kana Rawanna Mana Rawanna Mana Kumarappa Chetty of 163, Sea street, Colombo, (3) Theyna Navanna Sana Sockalingam Chetty of Sea street, Colombo. Defendants.

UNDER and by virtue of the commission and decree issued to me in the above case, I shall offer for sale by public auction on Tuesday, February 28, 1928, at 5 P.M., at the spot for the recovery of the sum of Rs. 27,534.27, together with interest thereon at the rate of 10 per cent. per annum from January 1, 1927, till October 28, 1927, and thereafter on the aggregate amount at 9 per centum per annum till payment in full, and costs of suit:—

All that allotment of land marked No. 8 in the plan No. 3,935 dated July 12, 1922, made by Arthur A. Perera, Special Licensed Surveyor and Leveller, with the buildings standing thereon bearing assessment No. 8 (Alfred House lot), Colpetty, being a defined portion out of the land and premises called and known as Alfred House, bearing assessment No. 1054/93/95, Kollupitiya, situated at Bambalapitiya, within the Municipality and in the District of Colombo, Western Province; bounded on the north by lot 9, on the east by Siriwardenarama temple land, on the south by a wall, and on the west by a road reservation marked L; and containing in extent 1 rood, and 25 1/4 perches according to the said plan No. 3,935.

For inspection of title deeds and other particulars, please apply to Messrs. de Vos & Gratiaen, Proctors and Notaries, Hulftsdorp, Colombo.

J. G. VANDERSMAGT,  
19, Baillie street,  
Fort, Colombo.

of A. Y. DANIEL & SON,  
Auctioneers and Brokers.

**Auction Sale under Mortgage Decree, D. C., No. 24,799, Colombo.**

BY virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Tuesday, February 21, 1928, at 5 P.M., at the spot:—

All that portion of the garden called Madangahawatta standing thereon, situated at Timbirigasayaya in the Palle pattu of the Ssapiti korale, in the District of Colombo, Western Province, bearing Municipal assessment No. 789/62; and according to the recent survey dated October 17, 1907, made by T. T. Ondatjee is bounded on the north-east by land of K. Caron Appu, on the south-east by the lands of B. H. Abdul Careem and W. A. James Appu, on the south-west by an approach road, and on the north-west by Narahempita road; containing in extent 1 rood and 35 perches.

For deeds, &c., apply to P. Cassius Jansz, Esq., Courts, Colombo.

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

Phone: 733.

**Auction Sale on Account of the Defaulting Purchaser under Mortgage Decree in D. C., Case No. 19,804.**

*Valuable House Property called and known as Frankfort House, Frankfort Place, Bambalapitiya, in extent 1 Rood and 39 5/100 Perches, bearing Assessment No. 41.*

BY virtue of a commission issued to me in the above, I shall offer for sale the above property by public auction on Thursday, February 23, 1928, at 3 P.M., at the spot. For deeds, &c., apply to P. Cassius Jansz, Esq., Proctor, Supreme Court, Colombo.

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

Phone: 733.

**Auction Sale.**

*Small Rubber Estate in Ratnapura District.*

UNDER instructions from the assignee, and with authority of court, in case No. 3,729, insolvency, D. C., Colombo, I will sell by public auction on February 7, 1928, at office 119, Hulftsdorp street, Colombo, at 1 P.M. the following two allotments of land forming one property called Mahadolla estate, extent 12 acres, viz:—

(1) An undivided extent of 10 acres from the south of the land called Atukorala yayepanguwa alias Mahadolla watta, with all the trees and plantations and the thatched building standing thereon, situated at Galature in the Palle pattu of Kukuluru korale, in the District of Ratnapura, Province of Sabaragamuwa; bounded on the north-west by land claimed by Kahawitige Sadoris Wederala, north-east and east by Mahadolla, and on the south by a portion of the same land claimed by Dharmasena and Andradi; containing in extent 39 acres 3 roods and 14 perches. (2) All that allotment of land called Digarollehena, situated at Galature aforesaid; bounded on the north by Galatura-watta and Hemadolla, east by rubber estate belonging to Romanis Fonseka Appuhamy, south by Kavitiyabadu-wallage Panguwa and Dolla, west by Mahadolla; containing in extent 3 acres.

A. C. KOELMEYER,  
Auctioneer and Broker.

58, Belmont street, Hulftsdorp,

**Auction Sale.**

*Insolvency Case No. 3,810, D. C., Colombo.*

In the matter of the insolvency of L. M. Abdul Aseoz of 267, Second Division, Maradana.

UNDER order of court, I shall sell by public auction on Friday, February 10, 1928, commencing at 9 A.M., at shop 267, Second Division, Maradana, Colombo, the insolvent's shop goods, consisting of paints, distemper, hinges, nails, almirah fittings, glass almirahs, &c.

1, Hulftsdorp, Colombo.

W. D. E. ABRAHAM,  
Auctioneer.

**Auction Sale upon Mortgage Decree, D. C., Colombo, No. 21,255.**

*Rubber Property at Makola.*

Stephen Perera Jayawardane of Stephen House, Kelaniya ..... Plaintiff.

(1) Josephine Millicent Catherine Stella Fernando and her husband (2) Jerome Christopher de Silva, both of Cornwall Cottage, Kanatta road, Colombo. Defendants.

I SHALL sell by public auction on Friday, February 17, 1928, at 5 P.M. at the spot the life-interest of the first defendant above named in and to the land called Horagahalandas and the plantations thereon with the appurtenances thereof, situated at Makola in the Adikari pattu of Siyane korale; in extent 5 acres 3 roods and 16 perches.

For further particulars please apply to Charles Dias, Esq., Proctor and Notary, Colombo, or to me—

H. J. F. RODRIGO,  
Auctioneer and Broker.

59, Belmont street, Colombo.

**Auction Sale.**

*Valuable House and Garden at Rawatawatta in Moratuwa.*

UNDER and by virtue of the decree entered in case No. 13,506, D. C., Kalutara, and the order to sell issued to me, I shall put up for sale by public auction on Friday, February 17, 1928, at 2 P.M., at the spot:—

All that and those the land and premises composed of five allotments which are contiguous, called Ellebodawatta, Ellebodawatta, Ellebodawatta, Gorakgallakuruudu-watta, and Goragahawattapauluwita, together with all the buildings and plantations thereon, situated at Rawatawatta in Moratuwa, in the Palle pattuwa of the Colombo District; and containing in extent 2 acres 1 rood and 38 perches.

Further particulars from Messrs. Fernando & Fernando, Proctors, Panadure, or from me—

H. THOMAS FERNANDO,  
Auctioneer.

Panadure, December 20, 1927.

**Auction Sale.**

*Valuable Properties near Gampola.*

UNDER mortgage decree in D.C., Kandy, case No. 34,191, entered in favour of the plaintiff P. Andri Silva of Gampola against the defendant G. Simon de Silva of Gampola, I shall sell by public auction at the respective spots commencing at 12 noon on Saturday February 18, 1928, the following properties situated at Naruwita in Kandukara panala korale, Udapalata, Kandy District:—

1. Undivided three-fourth shares out of all that land and plantations and everything thereon called Bogollehena, in extent 3 amunams and 2 pelas paddy sowing.
2. Talagahawattehena of about 1 amunam paddy sowing extent.

For further particulars apply to Messrs. Wijeyatileke & Wijeyatileke, Proctors, Kandy, or to

J. DE S. WIMALASURIYA,  
Auctioneer.

**Auction Sale.**

BY virtue of a commission issued to me in case No. 23,988, District Court, Galle, for the recovery of the sum of Rs. 692-56, with interest thereon at the rate of 9 per cent. per annum from January 1, 1927, till payment in full and costs of suit due from the defendant C. L. M. Ahamado Lebbe Marikar of Gintota, Welipitmodera to the plaintiff Don Siyadoris Jayasundara, Registrar of Marriages, Kapuhenpola, as per decree entered therein, I shall sell by public auction on Saturday, February 11, 1928, commencing at 10 A.M. at the spots the following specially mortgaged property, to wit:—

1. All those undivided 9/10 parts of the soil and of all the fruit trees of the land called the defined lot bearing No. 8 of the land called Kokgahawitaowita, situated at Meepawela in Akmemane, Galle; containing in extent 3 acr s

3 roods and 32 perches; this property will be sold at the risk of the original purchaser who failed to pay the balance 9/10 purchase amount.

2. The entire soil and all the fruit trees of the land called the defined lot bearing No. 6 of the land called Kok-gahawitaowita, situated at Meepawela aforesaid; containing 2 roods and 25½ perches in extent.

On the same Saturday, commencing at 3 P.M., at the spot:—

3. All that undivided ½ part out of an undivided ¾ parts of soil and of all the fruit trees of the land called the northern ¼ portion of the land called Awarigewatta alias Ronappugewatta, situated at Gintota, Welipitimodera, Galle; containing in extent 1 acre.

January 20, 1928. K. JOHN GABRIEL,  
Commissioner.

#### Auction Sale.

BY virtue of a commission issued to me in case No. 22,758, D.C., Galle partition, I shall sell by public auction on Saturday, March 10, 1928, commencing at 2 P.M., at the spot the land called Moonamalgahawatta, situated at Ahangama in Talpe pattu, Galle; bounded on the north by Galbodawatta, east by the road, south by Gamagekoratuwa, and west by Moodillagahawatta, containing in extent 31 perches, and more fully described in the plan of survey No. 2,063, made by Mr. S. H. Dahanayake, surveyor, Galle, and filed of record.

The above property will be sold first among the co-owners thereof from the appraised value, and, if not purchased by any one of them, the same will be sold immediately afterwards among the public.

January 23, 1928. K. JOHN GABRIEL,  
Commissioner.

#### Notice of Sale.

IN terms of the commission issued to me by the District Court of Trincomalee, in testamentary case No. 153, the following property will be sold by public auction, at the spot on Saturday, February 18, 1928, at 3.30 P.M.:—

A piece of field in extent 25 lachams, situated at Kathady in Navatkuly, Jaffna; bounded on the east by land belonging to Sarundanipillai, wife of Sandrasekeram, north by Sinnapillai, wife of Appapillai, west by Thangam, wife of Murugesu, and south by Thayalpillai, wife of Kandan.

Jaffna, January 17, 1928. PHILIP MOSES,  
Commissioner.

#### Auction Sale.

In the District Court of Jaffna.

Achimuttu, widow of Thampar Subramaniam, of Valluvettyturai ..... Administratrix.

Testamentary  
Jurisdiction Vs.  
No. 6,023.

(1) Kulandaivalu Selvamaniam, (2) Mylvaganam Ratnavadivalu (3) and wife Nilavelithangam, (4) Chillian Vygaperumal, (5) wife Alagammah, and others.

BY virtue of the commission issued to me in the above case, I shall sell by public auction the under-mentioned property on Saturday, February 18, 1928, at 3 P.M., at the spot:—

Land situated at Varany North called Vellatharathalvoo, in extent 39 acres and 4 perches, with coconut trees; and bounded on the east, north, west, and south by Crown lands, of this undivided ½ share.

Jaffna, January 20, 1928. V. A. DURAIAPPAH,  
Commissioner.

#### Auction Sale.

A Valuable Building Site and Compound with Coconut Trees, and Plantations, etc., situated at Chundikuli facing Eachamodai Road.

UNDER instruction received from Mr. J. M. Taraber of Jaffna town, the executor in the testamentary case No. 3,135, D. C., Colombo, I will sell by public auction

at the spot the under-mentioned land on Saturday, February, 4, 1928, at 2.30 P.M.:—

A piece of land called Muthalaikulamvayal, situated at Chundikuli, in extent 9 lachams p.c. and 6 kulies; bounded on the east by the property of Mary Hallen Witty Amma, wife of Mr. A. Varunakulasinghe, north by the properties of Elizabeth Marypillai, wife of Mr. M. Joseph, and Varonicapillai, widow of Saint John Saverimuttu, west by the property of the heirs of Cecil Retenam Saverimuttu, south by Eachamodai road.

Martyns road, A. G. TISSEVERASINGHE,  
Jaffna, January 19, 1928. Licensed Auctioneer.

#### Application for Enrolment as an Advocate.

I, SITTAMPALAM SUBRAHMANYAM of Nallore, Jaffna, and presently of Trinity Vicarage, San Sebastian, Colombo, 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 an Advocate of the said court.

S. SUBRAHMANYAM.  
Trinity Vicarage, San Sebastian,  
Colombo, January 19, 1928.

#### Application for Enrolment as an Advocate.

I, ARTHUR JAYARATNE of "Jayamedura," Ahangama, presently of "Chintamani," Veverset place, Wellawatta, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and other Judges of the Supreme Court of the Island of Ceylon to be enrolled and admitted as an Advocate of the said court.

ARTHUR JAYARATNE.  
"Chintamani," Veverset place,  
Wellawatta, January 23, 1928.

#### Application for Enrolment as a Proctor.

I, CHELLIAH THANABALASINGHAM, presently of "Sunnington," Borella, 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 of the Island of Ceylon to be admitted and enrolled as a Proctor of the said court.

"Sunnington," C. THANABALASINGHAM.  
Borella, January 25, 1928.

#### Application for Enrolment as a Proctor.

I, VICTOR ROWLAND WICKRAMATILLEKE of Gampola, presently of 41, Dematagoda, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and other Judges of the Supreme Court of the Island of Ceylon to be enrolled and admitted as a Proctor of the said court.

41, Dematagoda, V. R. WICKRAMATILLEKE.  
Colombo, January 25, 1928.

#### Cancellation and Revocation of Power of Attorney.

NOTICE is hereby given that the power of attorney No. 313 dated November 23, 1926, and attested by M. Kamer Cassim of Colombo, Notary Public, whereby I appoint Thana Moona Kana Abdulla Sahib of 79 Second Cross street, Colombo, my attorney in Ceylon is hereby cancelled and revoked, and that the said Thana Moona Kana Abdulla Sahib has ceased to be my attorney.

தி. மு. அ. அப்துல்லா சாஹிபு

THEANNA MOONA ABDULLA SAHIB.

66 Second Cross street,  
Colombo, January 18, 1928.

#### Cancellation of Power of Attorney.

THE power of attorney given to Mr. Noor Mohamed Ahamed is cancelled from January 1, 1928. He is no more in our employ.

per pro M. E. M. JAFFER & Co.  
OSMAN AHAMED

Colombo, January 23, 1928.

## APPLICATION FOR FOREIGN LIQUOR LICENCES, &amp;c.

We hereby give notice that we have on December 22, 1927, applied to the Hon. the Government Agent, Western Province, Colombo, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1928:—

Schedule referred to.

Name and address of applicant: Messrs. Douglas, Scott & Co., 51, Queen street, Colombo.  
Description of licence applied for: Wholesale and bottling licence.  
State whether application is for renewal of existing licence or for a new licence: New licence.  
Situation of premises to be licensed: 31/20 Wolfendahl street, Colombo.

Colombo, December 22, 1927.

DOUGLAS, SCOTT & Co.

## SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

## SPECIFICATION.—Irrigation Works, Eastern Province.

REVISED specification showing lands found to be capable of irrigation by **Andankulam** in Trincomalee District, the names of proprietors, and the contributions payable in respect of each land. All previous specifications including the one published in *Government Gazette* No. 7,340 of July 20, 1923, are hereby cancelled.

(a) Lands to pay a maintenance rate of Re. 1.25 per acre per annum for five years from January 1, 1927, to December 31, 1931, inclusive. This rate must be reassessed for 1932.

Preliminary plan No. 689.

| No. | No. of Lot or Survey Reference. | Name of Allotment of Land or Field. | Name of Owner.                            | Extent. | Amount due. | Area exempted. | Amount exempted. | No. and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemption granted. |        | Total Amount due. |
|-----|---------------------------------|-------------------------------------|---|---------|-------------|----------------|------------------|---|--------|-------------------|
|     |                                 |                                     |   |         |             |                |                  | A. R. P.  | Rs. a. |                   |
| 1   | 8561                            | Andankulavayal                      | M. M. Kahardela and others                | 26 0 0  | 32 50       | 1 1 18.37      | 1.71             | C.S.E. No.93 of November 6. 1913  | 30 79  |                   |
| 2   | 8554                            | Do.                                 | Mrs. Kanagasabai and heirs of Tiyyagaraja | 13 1 37 | 16 85       | —              | —                | —   | 16 85  |                   |
| 3   | 8550                            | Do.                                 | do.                                       | 17 1 10 | 21 64       | —              | —                | —   | 21 64  |                   |
| 4   | 8557                            | Do.                                 | do.                                       | 16 3 35 | 21 21       | —              | —                | —   | 21 21  |                   |
| 5   | 8552                            | Do.                                 | Heirs of N. R. Navaretnam                 | 13 0 12 | 16 34       | —              | —                | —   | 16 34  |                   |
| 6   | 8549                            | Do.                                 | Heirs of Kader Miskin                     | 23 2 19 | 29 53       | 17 1 27        | 21 78            | —   | 7 75   |                   |
| 7   | 8545                            | Do.                                 | Mrs. Kanagasabai and heirs of Tiyyagaraja | 17 3 19 | 22 34       | —              | —                | —   | 22 34  |                   |
| 8   | 8555                            | Do.                                 | M. M. Kahardeen and others                | 20 2 5  | 25 67       | —              | —                | —   | 25 67  |                   |
| 9   | 8556                            | Do.                                 | do.                                       | 24 0 13 | 30 10       | —              | —                | —   | 30 10  |                   |

Preliminary plan No. 505.

|    |        |            |   |                  |       |        |      |                                 |       |
|----|--------|------------|---|------------------|-------|--------|------|---------------------------------|-------|
| 10 | N 162  | Andankulam | P. K. Yokisparakurukal  | 4 2 23           | 5 80  | —      | —    | —                               | 5 80  |
| 11 | N 162½ | Do.        | do.   | 2 0 0            | 2 50  | —      | —    | —                               | 2 50  |
| 12 | O 162  | Do.        | V. Ponniah  | 14 0 24          | 17 69 | —      | —    | —                               | 17 69 |
| 13 | F 163  | Do.        | V. Visvan   | 3 2 34           | 4 64  | —      | —    | —                               | 4 64  |
| 14 | H 163  | Do.        | Appiah Kanagaretnam   | 2 2 30           | 3 36  | —      | —    | —                               | 3 36  |
| 15 | E 163  | Do.        | A. Thampu   | 1 3 20           | 2 34  | —      | —    | —                               | 2 34  |
| 16 | M 162  | Do.        | M. M. Kahardeen and others  | 11 1 13          | 14 16 | —      | —    | —                               | 14 16 |
| 17 | L 162  | Do.        | A. Vinaitamby   | 9 2 7            | 11 93 | —      | —    | —                               | 11 93 |
| 18 | F 162  | Do.        | V. C. Chinniah Mudaliyar  | 6 2 16           | 8 25  | —      | —    | —                               | 8 25  |
| 19 | D 163  | Do.        | S. Ponnusamy  | 7 3 1            | 9 72  | —      | —    | —                               | 9 72  |
| 20 | I 163  | Do.        | Mrs. Thambiraja and others  | 7 1 20           | 9 22  | 3 2 30 | 4 61 | C.S.E. No.173 of August 24 1908 | 4 61  |
| 21 | J 163  | Do.        | Heirs of P. Somasegaram   | 1 3 34           | 6 20  | 2 0 12 | 2 59 | do.                             | 3 61  |
| 22 | C 163  | Do.        | Kopalu Kanthia and K. Sinnatamby  | 3 2 33           | 4 63  | —      | —    | —                               | 4 63  |
| 23 | B 163  | Do.        | K. Ponnampalam  | 7 0 19           | 8 90  | —      | —    | —                               | 8 90  |
| 24 | Q 162  | Do.        | Heirs of Kanagasabapathy Kurukal  | 3 0 19           | 3 90  | —      | —    | —                               | 3 90  |
| 25 | K 162  | Do.        | Y. K. Ramalinga Kurukal   | 4 3 29           | 6 16  | —      | —    | —                               | 6 16  |
| 26 | J 162  | Do.        | Heirs of Kanagasabapathy Kurukal  | 4 2 33           | 5 88  | —      | —    | —                               | 5 88  |
| 27 | R 162  | Do.        | Vallipillai, wife of T. Oppilamany and Gawrie Amma, wife of C. U. Kanagasabapathy | 14 1 14          | 17 92 | —      | —    | —                               | 17 92 |
| 28 | Z 162  | Do.        | K. Ponnampalam  | 5 3 39           | 7 49  | —      | —    | —                               | 7 49  |
| 29 | A 163  | Do.        | S. E. Ramiah Chetty   | 1 3 12           | 2 28  | —      | —    | —                               | 2 28  |
| 30 | Y 162  | Do.        | do.   | 9 3 14           | 12 30 | —      | —    | —                               | 12 30 |
| 31 | C 162  | Do.        | (K. Narayanapillai<br>T. Aiyaturai  | 10 0 0<br>4 2 36 | 18 41 | —      | —    | —                               | 18 41 |
| 32 | D 162  | Do.        | M. Subramaniam and wife Annamma   | 13 2 26          | 17 8  | —      | —    | —                               | 17 8  |
| 33 | E 162  | Do.        | T. Seevaretnam  | 17 0 0           | 21 25 | —      | —    | —                               | 21 25 |
| 34 | B 162  | Do.        | T. Aiyaturai  | 10 0 13          | 12 60 | —      | —    | —                               | 12 60 |
| 35 | A 162  | Do.        | Mrs. Tampirasa and others   | 6 2 12           | 8 22  | —      | —    | —                               | 8 22  |
| 36 | X 162  | Do.        | S. Tamoterampillai and others   | 9 0 16           | 11 37 | —      | —    | —                               | 11 37 |
| 37 | S 162  | Do.        | K. Nagamani, R. Chelliah and V. Sinnakkuddi                                       | 12 0 20          | 15 16 | —      | —    | —                               | 15 16 |



| No.   | No. of Lot for Survey Reference. | Name of Allotment of Land or Field. | Name of Owner.           | Extent. |     |    | Amount due. |    |     | Area exempted. | Amount exempted. |    |     | No. and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemption granted. | Total Amount due. |    |     |    |     |    |
|-------|----------------------------------|-------------------------------------|--------------------------|---------|-----|----|-------------|----|-----|----------------|------------------|----|-----|---|-------------------|----|-----|----|-----|----|
|       |                                  |                                     |                          | A.      | R.  | P. | Rs.         | c. | A.  |                | R.               | P. | Rs. |   |                   | c. | Rs. | c. |     |    |
| 38    | .. Y 161.                        | Andankulam                          | .. V. Visuvan and Sinnar | ..      | 3   | 3  | 28          | .. | 4   | 91             | ..               | .. | ..  | ..  | ..                | 4  | 91  |    |     |    |
| 39    | .. Z 161.                        | Do.                                 | .. T. Seevaretnam        | ..      | 11  | 2  | 13          | .. | 14  | 48             | ..               | .. | ..  | ..  | ..                | 14 | 48  |    |     |    |
| 40    | .. X 161.                        | Do.                                 | .. B. Chelliah           | ..      | 7   | 0  | 20          | .. | 8   | 91             | ..               | .. | ..  | ..  | ..                | 8  | 91  |    |     |    |
| 41    | .. W 161.                        | Do.                                 | .. V. Canagasabai        | ..      | 10  | 1  | 21          | .. | 12  | 98             | ..               | .. | ..  | ..  | ..                | 12 | 98  |    |     |    |
| 42    | .. V 161.                        | Do.                                 | .. N. Swaminathapillai   | ..      | 8   | 3  | 0           | .. | 10  | 94             | ..               | .. | ..  | ..  | ..                | 10 | 94  |    |     |    |
| 43    | .. U 161.                        | Do.                                 | .. do.                   | ..      | 5   | 0  | 35          | .. | 6   | 52             | ..               | .. | ..  | ..  | ..                | 6  | 52  |    |     |    |
| Total |                                  |                                     |                          | ..      | 435 | 1  | 27          | .. | 544 | 28             | ..               | 24 | 2   | 7.37  | ..                | 30 | 69  | .. | 513 | 59 |

(b) Lands to pay a construction rate of Re. 1.50 per acre per annum for three years from January 1, 1927, to December 31, 1929 inclusive, and a maintenance rate of Re. 1.25 per acre per annum for five years from January 1, 1927, to December 31, 1931, inclusive. The combined rate is, however, now reduced to Rs. 2 per acre per annum, Government having accepted the recommendation contained in paragraph 5 of the report of the Irrigation Rates Committee, Sessional Paper XXV. of 1926, that the maximum rate of lands in the dry zone be reduced to Rs. 2 per acre for ten years. Vide the Hon. the Colonial Secretary's letter No. I 13/26 dated April 22, 1927, to the Hon. the Controller of Revenue. The reduced Rate will be charged from 1923.

## Preliminary plan No. 4,491.

|       |         |               |                                  |    |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|-------|---------|---------------|----------------------------------|----|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 44    | { 1555  | .. Andankulam | .. Mrs. Kanagasabai and heirs of | .. | 2 | 1 | 19 | .. | 4  | 74 | .. | .. | .. | .. | .. | .. | .. | .. | 4  | 74 |    |
|       | { 1557  | .. Do.        | .. do.                           | .. | 0 | 3 | 14 | .. | 1  | 67 | .. | .. | .. | .. | .. | .. | .. | .. | .. | 1  | 67 |
| 45    | .. 1556 | .. Do.        | .. do.                           | .. | 1 | 2 | 38 | .. | 3  | 48 | .. | .. | .. | .. | .. | .. | .. | .. | .. | 3  | 48 |
| 46    | { 1558  | .. Do.        | .. V. Kathiresu                  | .. | 1 | 3 | 33 | .. | 3  | 91 | .. | .. | .. | .. | .. | .. | .. | .. | .. | 3  | 91 |
|       | { 1559  | .. Do.        | .. do.                           | .. | 2 | 2 | 0  | .. | 5  | 0  | .. | .. | .. | .. | .. | .. | .. | .. | .. | 5  | 0  |
| Total |         |               |                                  | .. | 9 | 1 | 24 | .. | 18 | 80 | .. | .. | .. | .. | .. | .. | .. | .. | .. | 18 | 80 |

(c) Lands to pay a construction rate of Re. 1.50 per acre per annum for six years from January 1, 1927 to December 31, 1932, inclusive, and a maintenance rate of Re. 1.25 per acre per annum for five years from January 1, 1927, to December 31, 1931, inclusive. The combined Rate is however now reduced to Rs. 2 per acre per annum, Government having accepted the recommendation contained in paragraph 5 of the report of the Irrigation Rates Committee, Sessional Paper XXV. of 1926, that the maximum rate of lands in the dry zone be reduced to Rs. 2 per acre for ten years. Vide the Hon. the Colonial Secretary's letter No. I 13/26 dated April 22, 1927, to the Hon. the Controller of Revenue. The reduced rate will be charged from 1928.

## Preliminary plan No. 4,491.

|    |         |               |                                  |    |   |   |    |    |   |    |    |    |    |    |    |    |    |    |    |   |    |
|----|---------|---------------|----------------------------------|----|---|---|----|----|---|----|----|----|----|----|----|----|----|----|----|---|----|
| 47 | .. 1554 | .. Andankulam | .. Mrs. Kanagasabai and heirs of | .. | 4 | 1 | 22 | .. | 8 | 77 | .. | .. | .. | .. | .. | .. | .. | .. | .. | 8 | 77 |
|    |         |               | .. Tiyagaraja                    | .. |   |   |    | .. |   |    | .. | .. | .. | .. | .. | .. | .. | .. | .. |   |    |

(d) Lands to pay a construction rate of Re. 1.50 per acre per annum for nine years from January 1, 1927, to December 31, 1935, inclusive, and a maintenance rate of Re. 1.25 per acre per annum for five years from January 1, 1927, to December 31, 1931, inclusive. The combined rate is however now reduced to Rs. 2 per acre per annum, Government having accepted the recommendation contained in paragraph 5 of the report of the Irrigation Rates Committee, Sessional Paper XXV. of 1926, that the maximum rate of lands in the dry zone be reduced to Rs. 2 per acre for ten years. Vide the Hon. the Colonial Secretary's letter No. I 13/26 dated April 22, 1927, to the Hon. the Controller of Revenue. The reduced rate will be charged from 1928.

## Preliminary plan No. 4,116. Date of sale: March 30, 1911.

|    |          |                  |                           |    |   |   |    |    |   |    |    |    |    |    |    |    |    |    |    |   |    |
|----|----------|------------------|---------------------------|----|---|---|----|----|---|----|----|----|----|----|----|----|----|----|----|---|----|
| 48 | .. 94917 | .. Andankulathu- | .. P. C. Appaturai Chetty | .. | 0 | 3 | 38 | .. | 1 | 97 | .. | .. | .. | .. | .. | .. | .. | .. | .. | 1 | 97 |
|    |          | vayal            | .. do.                    | .. |   |   |    | .. |   |    | .. | .. | .. | .. | .. | .. | .. | .. | .. |   |    |
| 49 | .. 94918 | .. Do.           | .. do.                    | .. | 2 | 0 | 15 | .. | 4 | 19 | .. | .. | .. | .. | .. | .. | .. | .. | .. | 4 | 19 |
| 50 | .. 94919 | .. Do.           | .. do.                    | .. | 1 | 3 | 27 | .. | 3 | 84 | .. | .. | .. | .. | .. | .. | .. | .. | .. | 3 | 84 |

## Preliminary plan No. 5,345. Date of sale: December 16, 1919.

|       |        |                   |                                  |    |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|-------|--------|-------------------|----------------------------------|----|----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 51    | .. 2.. | .. Andankulavayal | .. Mrs. Kanagasabai and heirs of | .. | 3  | 2 | 16 | .. | 7  | 20 | .. | .. | .. | .. | .. | .. | .. | .. | .. | 7  | 20 |
|       |        |                   | .. Tiyagaraja                    | .. |    |   |    | .. |    |    | .. | .. | .. | .. | .. | .. | .. | .. | .. |    |    |
| 52    | .. 3.. | .. Andankulam-    | .. do.                           | .. | 1  | 2 | 30 | .. | 3  | 37 | .. | .. | .. | .. | .. | .. | .. | .. | .. | 3  | 37 |
|       |        | kadu              | .. do.                           | .. |    |   |    | .. |    |    | .. | .. | .. | .. | .. | .. | .. | .. | .. |    |    |
| Total |        |                   |                                  | .. | 10 | 1 | 6  | .. | 20 | 57 | .. | .. | .. | .. | .. | .. | .. | .. | .. | 20 | 57 |

## SUMMARY.

|  | Extent. |    |       | Amount due. |    |  |
|--|---------|----|-------|-------------|----|--|
|  | A.      | R. | P.    | Rs.         | c. |  |
| (1) Lands paying a maintenance rate of Re. 1.25 per acre per annum for five years from January 1, 1927   | 435     | 1  | 27    | 544         | 28 |  |
| (2) Lands paying a maintenance rate of Re. 1.25 per acre per annum for five years from January 1, 1927, and a construction rate of Re. 1.50 per acre per annum. These lands will pay a combined rate of Rs. 2 per acre per annum from 1923, vide the Hon. the Colonial Secretary's letter No. I 13/26 of April 22, 1927, to the Hon. the Controller of Revenue | 24      | 0  | 12    | 48          | 14 |  |
|  | 459     | 1  | 39    | 592         | 42 |  |
| Area exempted  | 24      | 2  | 7.37  | 30          | 69 |  |
| Total acreage paying rate  | 434     | 3  | 31.63 | 561         | 73 |  |

## MISCELLANEOUS DEPARTMENTAL NOTICES.

### Post of Ranger, Yala Game Sanctuary.

**A** PPLICATIONS for the post of Ranger, Yala Game Sanctuary, will be considered if received by the Assistant Government Agent, Hambantota, within three weeks from the date hereof.

The post carries a salary of Rs. 1,800 per annum, which is not pensionable, and a commuted allowance of Rs. 600 per annum.

V. COOMARASWAMY,

The Kachcheri, Assistant Government Agent.  
Hambantota, January 27, 1928.

### Closure of Area for Application Surveys in Northern Province.

**N**OTICE is hereby given that surveys in connection with applications for the purchase or lease of Crown land will be undertaken in the Northern Province in rotation according to the following areas:—

- Area No. 1, which includes Jaffna District.
- Area No. 2, which includes Mannar District.
- Area No. 3, which includes Mullaittivu District.

3. Area No. 1 will be closed on March 1, 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 re-opened. 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. 2 followed in due course by area No. 3. Applications for the purchase or lease of Crown land in these two areas should be forwarded to me as early as possible.

5. The date of closure of No. 2 area will be shortly published and will represent the date of completion of all work in area No. 1.

T. B. RUSSELL,  
Government Agent.

January 21, 1928.

### Right to cultivate Grass and Vegetables on Crown Lands situated at Welikada.

**N**OTICE is hereby given that the Government Agent, Western Province, will sell by public auction at his office in Colombo at 1 P.M. on Friday, February 10, 1928 the right to cultivate grass and vegetables for 10½ months from February 15, 1928, on the under-mentioned portion of Crown land, subject to the following conditions:—

1. The purchaser shall pay rent in full on the day of sale.
2. The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.
3. The purchaser shall be bound to fence the land leased to him if called on by the Government Agent to do so.
4. The purchaser shall not assign or sublet the land or any portion of the land to any other person without the permission previously obtained in writing from the Government Agent.
5. All cattle kept on the land to graze should be tethered, and should not be allowed to trespass on the public road.
6. No milch cows or she-buffaloes shall be permitted to graze on the land, and any such animals found grazing thereon will be liable to seizure by the lessor or any person duly authorized by him.

7. The purchaser shall keep the premises clean and in good order, pay all rates and taxes, and also comply with the Municipal regulations.

8. The purchaser shall not sell or remove gravel, sand, &c., from the demised premises, and he is further warned not to spoil or damage any portion of the said premises.

9. If the whole or any portion of the land is required by Government, such land or portion shall be surrendered on a month's notice being given. A *pro rata* refund of the purchase amount will be paid to the purchaser for the unexpired period of the lease respecting the land or portion thereof resumed by the Crown.

10. In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the land and eject the purchaser and his workmen from the land without compensation.

11. The Government Agent reserves the right to accept or reject any bid.

The Kachcheri,  
Colombo, January 16, 1928.

R. N. THAINE,  
Government Agent.

### Lands referred to.

Preliminary plan No. 17,990.

| Lot. | Situation. | Description. | Extent. |    |       |
|------|------------|--------------|---------|----|-------|
|      |            |              | A.      | R. | P.    |
| 1    | Welikada   | Grass        | 0       | 0  | 20-73 |

### Sale of Bridge Planks and Sleepers.

**A**N auction sale of the under-mentioned material will be held at the Matale Railway Station Depôt at 10 A.M. on February 14, 1928, subject to the following conditions:—

1. The bridge planks and sleepers will be put up in lots to suit bidders at a rate per cubic foot of bridge plank or per sleeper, as the case may be, and no advance of less than 25 cents per cubic foot of bridge plank, Re. 1 per B. G. sleeper or 50 cents per N. G. sleeper will be accepted.

2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.

3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.

4. Depôt measurements must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements recorded in the notice and to represent any differences promptly.

5. No material shall be removed before payment of the full price bid, but all paid for material must be removed from the depôt within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if any enhanced price is realized at such resale, he shall, however, have no claim to the profit, which shall accrue to Government.

7. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Divisional Forest Officer, and will hold good only at the particular sale at which it is produced.

8. Fractions of a cubic foot less than .5 will be ignored, and anything over will be counted as one cubic foot in calculation of value of each plank.

SCHEDULE.

Bridge Planks.

| Species. | No. | Length. Feet. | Width. Inches. | Thickness. Inches. |
|----------|-----|---------------|----------------|--------------------|
| Palu     | 34  | 6-20          | 5-8            | 2-6                |
| Halmilla | 53  | 10-12         | 6-12           | 1-4                |
| Kumbuk   | 84  | 6-20          | 6-9            | 3-4                |
| Milla    | 5   | 10-14         | 12             | 2                  |
| Satin    | 10  | 12            | 9              | 1                  |
| Hulanhik | 10  | 12-14         | 6              | 4                  |

Sleepers.

| Broad Gauge. |     | Narrow Gauge. |     |
|--------------|-----|---------------|-----|
| Species.     | No. | Species.      | No. |
| Satin        | 17  | Satin         | 7   |
| Palu         | 11  | Milla         | 1   |
| Milla        | 3   |               |     |

J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, January 21, 1928.

Sale of Ebony.

AN auction sale of the under-mentioned ebony will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, February 11, 1928, at 10 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per lot, and no advance of less than Re. 1 per lot will be accepted.

2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.

3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.

4. Buyers will be allowed to have the logs weighed at the depot premises, if so required, the cost of reweighing to be borne by such buyers. If any difference is found between the depot weight and the weight ascertained after reweighing, a certificate will be issued by this Department showing the actual weight at the time of reweighing provided the buyers require such certificate for export purposes. But no allowance will be made for any shortage when making payment, the logs being sold by auction at a rate per lot and not per ton.

5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit, which shall accrue to Government.

7. Agents bidding for others will be required to produce a written authority from the firm or persons for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.

8. The description of the logs appearing in the remarks column of the following list is entered merely for the guidance of the intending purchasers, who, as usual, should satisfy themselves as to its correctness before purchasing the logs.

| Divisions.    | No. of Logs. | Tons. cwt. qr. lb. |
|---------------|--------------|--------------------|
| North-Western | 71           | 15 12 0 7          |

LIST OF EBONY LOGS REFERRED TO.

North-Western Division.

| Divisional No. | C. T. D. No. | Length. Ft. in. | Girth. Ft. in. | Weight. |              | Remarks         |
|----------------|--------------|-----------------|----------------|---------|--------------|-----------------|
|                |              |                 |                | Tons.   | cwt. qr. lb. |                 |
| 115            | 951          | 17 10           | 1 9            | 0 2     | 3 14         | Slightly marked |
| 58             | 952          | 14 0            | 2 5            | 0 4     | 2 7          | Black           |
| 67             | 953          | 11 1            | 2 10           | 0 4     | 0 14         | do.             |
| 148            | 954          | 15 10           | 2 7            | 0 5     | 3 21         | do.             |
| 69             | 955          | 15 9            | 3 0            | 0 6     | 3 14         | do.             |
| 160            | 956          | 6 0             | 1 8            | 0 0     | 2 14         | do.             |
| 84             | 957          | 11 4            | 3 5            | 0 7     | 0 21         | do.             |
| 120            | 958          | 19 7            | 2 1            | 0 4     | 1 14         | Slightly marked |
| 80             | 959          | 15 10           | 2 5            | 0 5     | 0 0          | do.             |
| 144            | 960          | 17 2            | 1 9            | 0 2     | 3 7          | Black           |
| 77             | 961          | 19 0            | 2 6            | 0 6     | 3 14         | do.             |
| 66             | 962          | 15 7            | 3 4            | 0 8     | 3 0          | do.             |
| 78             | 963          | 17 1            | 2 6            | 0 5     | 2 21         | do.             |
| 151            | 964          | 15 0            | 1 9            | 0 2     | 2 21         | do.             |
| 71             | 965          | 17 0            | 3 0            | 0 7     | 0 0          | do.             |
| 114            | 966          | 15 0            | 1 9            | 0 3     | 0 7          | do.             |
| 133            | 967          | 15 2            | 2 5            | 0 4     | 1 0          | do.             |
| 56             | 968          | 20 4            | 2 4            | 0 5     | 0 21         | do.             |
| 149            | 969          | 17 8            | 1 10           | 0 2     | 1 0          | do.             |
| 60             | 970          | 14 0            | 3 9            | 0 7     | 1 21         | do.             |
| 125            | 971          | 19 3            | 2 2            | 0 4     | 2 0          | do.             |
| 146            | 972          | 19 3            | 2 1            | 0 3     | 2 0          | do.             |
| 123            | 973          | 15 10           | 2 1            | 0 3     | 3 0          | do.             |
| 140            | 974          | 20 2            | 2 4            | 0 6     | 1 7          | do.             |
| 68             | 975          | 15 3            | 2 3            | 0 4     | 2 0          | do.             |
| 76             | 976          | 10 9            | 4 2            | 0 10    | 3 7          | do.             |
| 63             | 977          | 11 10           | 3 0            | 0 8     | 0 7          | do.             |
| 131            | 978          | 20 0            | 2 2            | 0 5     | 2 21         | do.             |
| 154            | 979          | 16 7            | 2 0            | 0 3     | 0 0          | do.             |
| 143            | 980          | 17 3            | 1 10           | 0 3     | 0 21         | do.             |
| 65             | 981          | 16 8            | 3 4            | 0 9     | 3 14         | Slightly marked |
| 152            | 982          | 15 8            | 2 3            | 0 4     | 0 0          | Black           |
| 150            | 983          | 16 7            | 1 10           | 0 3     | 1 7          | do.             |
| 159            | 984          | 14 0            | 2 1            | 0 3     | 1 0          | do.             |
| 155            | 985          | 18 6            | 2 4            | 0 5     | 0 7          | do.             |
| 92             | 986          | 8 7             | 3 4            | 0 4     | 1 0          | Slightly marked |
| 79             | 987          | 19 0            | 2 6            | 0 6     | 3 0          | do.             |
| 157            | 988          | 9 3             | 1 10           | 0 1     | 3 7          | Black           |
| 130            | 989          | 20 11           | 1 10           | 0 3     | 2 14         | do.             |
| 73             | 990          | 16 10           | 2 10           | 0 6     | 3 14         | Slightly marked |
| 75             | 991          | 12 8            | 3 2            | 0 6     | 2 21         | do.             |
| 72             | 992          | 15 4            | 3 3            | 0 9     | 0 14         | Black           |
| 83             | 993          | 14 3            | 2 2            | 0 3     | 2 7          | do.             |
| 70             | 994          | 13 8            | 3 1            | 0 5     | 0 14         | Well marked     |
| 132            | 995          | 12 8            | 1 8            | 0 1     | 3 7          | Black           |
| 119            | 996          | 15 9            | 2 1            | 0 3     | 1 21         | do.             |
| 165            | 997          | 17 0            | 2 3            | 0 4     | 2 14         | do.             |
| 87             | 998          | 17 6            | 2 1            | 0 3     | 3 14         | do.             |
| 158            | 999          | 13 10           | 2 10           | 0 2     | 0 7          | do.             |
| 105            | 1000         | 12 10           | 1 7            | 0 1     | 3 0          | do.             |
| 137            | 1001         | 13 8            | 1 10           | 0 2     | 2 7          | do.             |
| 139            | 1002         | 16 2            | 1 8            | 0 2     | 2 0          | do.             |
| 134            | 1003         | 19 6            | 1 6            | 0 2     | 1 0          | do.             |
| 127            | 1004         | 18 1            | 1 8            | 0 2     | 0 0          | do.             |
| 117            | 1005         | 15 10           | 1 7            | 0 1     | 3 21         | do.             |
| 110            | 1006         | 19 8            | 1 8            | 0 2     | 3 7          | do.             |
| 98             | 1007         | 15 8            | 2 2            | 0 3     | 2 0          | do.             |
| 118            | 1008         | 16 8            | 1 8            | 0 2     | 0 0          | do.             |
| 104            | 1009         | 15 10           | 2 2            | 0 4     | 0 7          | do.             |
| 112            | 1010         | 14 5            | 1 4            | 0 1     | 1 0          | do.             |
| 102            | 1011         | 13 2            | 1 8            | 0 1     | 3 0          | do.             |
| 80             | 1012         | 15 4            | 1 10           | 0 2     | 2 14         | do.             |
| 95             | 1013         | 11 8            | 1 9            | 0 1     | 2 21         | do.             |
| 111            | 1014         | 12 9            | 1 9            | 0 1     | 3 21         | do.             |
| 93             | 1015         | 11 10           | 2 0            | 0 2     | 1 14         | do.             |
| 103            | 1016         | 16 6            | 2 1            | 0 4     | 0 0          | do.             |
| 166            | 1017         | 14 9            | 3 3            | 0 7     | 1 21         | do.             |
| 91             | 1018         | 15 0            | 2 7            | 0 5     | 2 14         | do.             |
| 164            | 1019         | 14 5            | 2 10           | 0 5     | 2 7          | do.             |
| 161            | 1020         | 17 0            | 2 8            | 0 6     | 1 21         | do.             |
| 162            | 1021         | 18 9            | 2 5            | 0 6     | 0 0          | do.             |

71

15 12 0 7

J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, January 19, 1928.

## Sale of Scrap Iron, &amp;c.

NOTICE is hereby given that the under-mentioned old materials will be sold by public auction at the Parsons Road Yard, at 11 A.M. on Friday, February 17, 1928.

Scrap iron consisting of old flat iron bars, short lengths of corrugated sheets, bolts, G. I. Pipes, G. I. Tanks, hoop iron and iron angles, &c., and weighing approximately 8½ tons.

The scrap iron is lying in the yard of the Engineer-in-Charge, Colombo Lake Development Scheme, at Parsons road, and could be inspected between the hours of 9.30 A.M. and 4.30 P.M., except on Sundays.

The purchaser will be required to pay the full amount of the purchase money immediately after the sale, and the scrap iron will remain at the risk of the purchaser from the time of sale and must be removed from the site within a period of three days of same.

E. W. BARTHOLOMEW,  
for Director of Public Works.  
Public Works Office,  
Colombo, January 25, 1928.

## Loss of Firearms.

## MATARA DISTRICT.

Number and description of the gun: A single-barrelled breach-loading gun bearing No. 789 on barrel.

Number of licence: 231/W. B. P.

Name of owner: Hewapathage Andiris Appu of Parawahera in the Wellaboda pattu.

Remarks: Gun reported to be lost.

J. A. GUNARATNA,  
for Assistant Government Agent.  
The Kachcheri,  
Matara, January 17, 1928.

Number and description of the gun: A single-barrelled muzzle-loading gun bearing No. M 439 on stock.

Number of licence: 439/M. K.

Name of owner: Madurapperumage Luwishamy of Katawala.

Remarks: Gun reported to be lost.

J. A. GUNARATNA,  
for Assistant Government Agent.  
The Kachcheri,  
Matara, January 16, 1928.

Number and description of gun: A single-barrelled muzzle-loading gun bearing No. M/1,780 on stock.

Number of licence: 27/G. B. P.

Name of owner: Nanayakkarage Hinni Babun of Batuwita in Gangaboda pattu of the Matara District.

Remarks: Gun reported to be lost.

J. A. GUNARATNA,  
for Assistant Government Agent.  
The Kachcheri,  
Matara, January 20, 1928.

## TRINCOMALEE DISTRICT.

Description of gun: Single-barrelled muzzle-loading gun bearing No. 305 on stock and barrel.

Name and address of licensee: Volan Chinniah of Kumpurupiddy.

Number of licence: A32886/79, renewed for 1927.

Remarks: Reported to have been stolen.

W. G. VALLIFURAM,  
for Assistant Government Agent.  
The Kachcheri,  
Trincomalee, January 21, 1928.

## KURUNEGALA DISTRICT.

A single-barrelled cap gun bearing No. Q 11628 on stock and barrel, owned by V. Ranhamy of Weduressa in Dewamedi hatpattu in Kurunegala District, and reported to have been lost on or about November 15, 1927.

W. ABEYEWARDENE,  
for Government Agent.  
The Kachcheri,  
Kurunegala January 18, 1928.

A single-barrelled cap gun bearing No. Q 3486 on stock and barrel, owned by R. D. Bandiya, Vel duraya, of Udamarakada in Weudawili hatpattu in Kurunegala District, and reported to have been lost on November 21, 1927.

W. ABEYEWARDENE,  
for Government Agent.  
The Kachcheri,  
Kurunegala, January 18, 1928.

A single-barrelled breach-loading gun bearing No. Q 1329 on stock and barrel, owned by M. Omerdeen of Mediyala in Dewamedi hatpattu in Kurunegala District, and reported to have been lost on November 9, 1927.

W. ABEYEWARDENE,  
for Government Agent.  
The Kachcheri,  
Kurunegala, January 18, 1928.

A double-barrelled cap gun bearing No. Q 1095 on stock and barrel, owned by J. Ranhamy of Yogomuwakanda in Dambadeni hatpattu in Kurunegala District, and reported to have been lost on November 30, 1927.

W. ABEYEWARDENE,  
for Government Agent.  
The Kachcheri,  
Kurunegala, January 20, 1928.

A single-barrelled cap gun bearing No. Q 1172 on stock and barrel, owned by W. Naida of Udakanda in Weudawili hatpattu in Kurunegala District, and reported to have been lost on December 20, 1927.

W. ABEYEWARDENE,  
for Government Agent.  
The Kachcheri,  
Kurunegala, January 20, 1928.

A single-barrelled breach-loading gun bearing No. Q 13606 on stock and barrel, owned by A. Mahammadu Isack of Bopitiya in Katugampola hatpattu in Kurunegala District, reported to have been lost, on November 30, 1927.

W. ABEYEWARDENE,  
for Government Agent.  
The Kachcheri,  
Kurunegala, January 23, 1928.

## BADULLA DISTRICT.

Double-barrelled muzzle-loading gun bearing No. 6293 B on stock is reported lost.

Owner: D. M. Punchi Banda of Welagedara in Badulla town.

R. N. BOND,  
for Government Agent.  
The Kachcheri,  
Badulla, January 24, 1928.

## RATNAPURA DISTRICT.

Description of property: One single-barrelled cap gun, No. 634 on stock.

Licence number: 284/KR.

Licensee: Upasakage Funchimahatmaya of Udakada.

Remarks: The gun is reported to have been lost.

J. M. DE SILVA,  
for Government Agent.  
The Kachcheri,  
Ratnapura, January 19, 1928.

## Examination for English Teachers' Certificate in Drawing, 1927.

The following candidates have passed the above examination held on November 17 and 18, 1927:—

*First Grade—Males.*

| Index No. | Name.                   | Address.  | Recommended by           |
|-----------|-------------------------|---|--------------------------|
| 2         | Goonaratne, L. C. S.    | 87, Madampitiya, Colombo                                  | F. E. Kennard, Esq.      |
| 3         | Senanayake, D. W.       | Government Anglo-Vernacular School, Green street, Colombo | do.                      |
| 6         | Swaris, A.              | Teacher, St. Michael's Mixed School, Polwatta             | do.                      |
| 8         | De Silva, B. D. P.      | Kataluwa, Ahangama  | A. S. Harrison, Esq.     |
| 10        | Jayasinghe, N. H. H.    | Temple View, Lady Torrington road, Kandy                  | do.                      |
| 11        | Kirtisinghe, A.         | Siri Nivisa, Hikkaduwa                                    | do.                      |
| 12        | Mylvaganam, K. V.       | Peradeniya  | do.                      |
| 14        | Perera, H. W.           | Gladwinton, Templar's road, Mount Lavinia                 | do.                      |
| 15        | Perera, M. D.           | Care of M. A. P. Samarasinghe, Esq., Godagedera, Gampaha  | do.                      |
| 16        | Ratnayake, C. V. A.     | Clarendon, Mosque lane, Bambalapitiya                     | do.                      |
| 17        | Vethapuram, A. T.       | Jaffna College, Vaddukoddi                                | do.                      |
| 22        | Ponnampuruma, F. S.     | Young Men's Christian Association, Galle                  | C.H. Wikramanayake, Esq. |
| 28        | Amadoru, F. G.          | Training School, Gampaha                                  | A. S. Harrison, Esq.     |
| 27        | Lokubalauriya, D. E. H. | do.   | do.                      |
| 31        | Rajapakse, Y. D. J.     | do.   | do.                      |
| 32        | Samaraweera, D. D.      | do.   | do.                      |
| 37        | William, M. S.          | do.   | do.                      |
| 38        | Krishnar, T.            | Punnalaikaduvan North, Chunnakam                          | C. Arulambalam, Esq.     |
| 39        | Lopiah, M. F.           | St. Joseph's English School, Mattakal, Pandatherippu      | Rev. F. M. Bizien        |
| 41        | Nadarajah, M.           | Chithampara Vidyalaya, Valvettithurai                     | G. Thiyalpathy, Esq.     |
| 42        | Pillai, S. S.           | Karaveddy, Point Pedro                                    | Rev. F. M. Bizien        |
| 47        | Thambipillai, C.        | Victoria College, Jaffna                                  | S. Shivapadasundaram     |

*First Grade—Females.*

|    |                          |   |                        |
|----|--------------------------|---|------------------------|
| 50 | Colonne, R.              | 479, Maradana road, Colombo             | F. E. Kennard, Esq.    |
| 51 | De Alwis, E. M.          | 12, Kynsey road, Maradana               | do.                    |
| 52 | De Kretser, E. M. M.     | Mayfair, Havelock town                  | do.                    |
| 53 | Gomes, M. M.             | 85, Centre road, Mattakkuliya           | do.                    |
| 54 | Lempfers, F. B.          | 15, Rodney street, Borella              | do.                    |
| 55 | Anghie, M. C. C.         | Government Training College, Colombo    | A. S. Harrison, Esq.   |
| 56 | De Silva, C. M.          | Vijaya Nivasa, Panadure                 | do.                    |
| 57 | Dharmakirti, E. L. M. A. | Arcadia, Peterson lane, Wellawatta      | do.                    |
| 58 | Diaz, S. M. A.           | The Convent, Bolawalana, Negombo        | do.                    |
| 59 | Fernando, I. M.          | 58c, Davidson road, Bambalapitiya       | do.                    |
| 61 | Goonawardane, B. M. D.   | 15, Muhandiram's road, Polwatta         | do.                    |
| 62 | Howlett, V.              | The Convent, Kandy                      | do.                    |
| 63 | Livera, J. I.            | Lampdon Hill estate, Deniyaya           | do.                    |
| 65 | Willatgamuwa, S. N. V.   | Convent, Bolawalana, Negombo            | do.                    |
| 67 | De Vos, J. T.            | 9, Middle street, Fort, Galle           | Miss M. Freethy        |
| 68 | Jayasundera, E.          | 4, Middle street, Fort, Galle           | do.                    |
| 70 | Manuhewa, J.             | Church View, Weligama                   | Rev. W. N. Gurney      |
| 71 | Paranavitane, E. W.      | Ruth Villa, Mahamodera, Galle           | Miss M. Freethy        |
| 72 | Puvnayagam, A.           | 4, Middle street, Fort, Galle           | do.                    |
| 73 | Seneviratne, C. H.       | 34, Pandithegavatta, Elliot road, Galle | P. R. Gunasekera, Esq. |

*Second Grade—Males.*

|     |                          |                                      |                         |
|-----|--------------------------|--------------------------------------|-------------------------|
| 33  | Silva, L. P.             | Government Training School, Gampaha  | A. S. Harrison, Esq.    |
| 35  | Waidyanatha, U. A. de S. | do.                                  | do.                     |
| 76  | Abeyesinghe, C. P. de A. | Chalmers' Lodge, Campbell place      | do.                     |
| 77  | Barthelot, P. P.         | St. Michael's street, Batticaloa     | do.                     |
| 80  | De Lima, J. A. B.        | do.                                  | do.                     |
| 81  | Gnanesampanthan, R.      | Araly East, Vaddukoddi               | do.                     |
| 82  | Hardy, H. A.             | Government Training College, Colombo | do.                     |
| 83  | Jayawardena, A. de S.    | Cripp's road, Galle                  | do.                     |
| 84  | Mandawala, G. P.         | 227, Jail road, Galle                | do.                     |
| 85  | Mediwake, M. B. W.       | Madugoda, Urugala                    | do.                     |
| 86  | Morawaka, A. C.          | Panadure                             | do.                     |
| 89  | Rajaratnam, R.           | Government Training College, Colombo | do.                     |
| 91  | Sivapatham, K.           | Post Office, Mullaitivu              | do.                     |
| 94  | Thambugala, P. C.        | Hingula, Kadugannawa                 | do.                     |
| 96  | Wijesinghe, V. A. P.     | Sinhalena, Panadure                  | do.                     |
| 103 | Ohur, S. K. M. A.        | Government Training School, Gampaha  | do.                     |
| 105 | Rasiah, S.               | do.                                  | do.                     |
| 107 | Navaratnam, S.           | Teacher, Navalay South, Manipay      | M. Mylvaganam, Esq.     |
| 109 | Prajuaratne, S. M.       | Akuramboda, Mahawela                 | P. M. Dissanayake, Esq. |

*Second Grade—Females.*

|     |                      |   |                      |
|-----|----------------------|---|----------------------|
| 114 | Hepponstall, M. M.   | Post Office bungalow, Maradana            | A. S. Harrison, Esq. |
| 115 | Jansz, N. E.         | Kegalla                                   | do.                  |
| 116 | Jayasinghe, O. P. D. | Anandagiri, Colombo road, Kandy           | do.                  |
| 117 | Jayasinghe, D. E. P. | The Manse, Butthgamuwa                    | do.                  |
| 118 | Jimendradasa, G. N.  | 113, Temple road, Colombo                 | do.                  |
| 120 | Kalenberg, R. J. S.  | Skelton road, Havelock town               | do.                  |
| 121 | Kariyawasam, S. G.   | 212, Colpetty                             | do.                  |
| 122 | Leembruggen, C. E.   | Edward Cottage, Castle Hill street, Kandy | do.                  |
| 123 | Niles, G. J.         | Peliyagodawatta, Kelaniya                 | do.                  |
| 124 | Perera, F. W.        | Gladwinton, Mount Lavinia                 | do.                  |
| 125 | Pieris, Z.           | Royden, Mount Lavinia                     | do.                  |
| 128 | Thamotheram, G. M.   | Venbadi Girls' High School, Jaffna        | Miss M. Prickard     |

**Examination for English Teachers' Certificate in Drawing, 1927.**

THE following candidates failed to pass the above examination held on November 17 and 18, 1927. The letter "p" denotes pass in the subject, horizontal line "—" failure, and "a" absence.

| Index No. | Freehand and Mess. | Blackboard. | Geometrical. | Teaching of Drawing. | Model. | Brushwork. | Perspective. | Aggregate. |
|-----------|--------------------|-------------|--------------|----------------------|--------|------------|--------------|------------|
| 1         | p                  | p           | p            | p                    | p      | —          | —            | —          |
| 2         | ..                 | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 3         | ..                 | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 4         | ..                 | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 7         | ..                 | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 9         | ..                 | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 13        | Absent.            | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 18        | ..                 | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 19        | Absent.            | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 20        | Absent.            | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 21        | ..                 | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 24        | p                  | p           | p            | p                    | —      | —          | —            | —          |
| 25        | p                  | —           | p            | p                    | —      | —          | p            | p          |
| 26        | Absent.            | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 28        | p                  | p           | p            | p                    | —      | —          | —            | —          |
| 29        | Absent.            | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 30        | p                  | p           | p            | p                    | —      | —          | p            | —          |
| 34        | p                  | p           | p            | p                    | —      | —          | p            | —          |
| 36        | p                  | p           | p            | p                    | —      | —          | —            | —          |
| 43        | ..                 | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 44        | ..                 | ..          | ..           | ..                   | ..     | p          | —            | —          |
| 45        | ..                 | ..          | ..           | ..                   | ..     | p          | —            | —          |
| 46        | Absent.            | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 48        | p                  | p           | p            | p                    | ..     | ..         | ..           | ..         |
| 49        | p                  | p           | p            | p                    | p      | p          | —            | —          |
| 60        | p                  | —           | —            | p                    | p      | p          | p            | —          |
| 64        | Absent.            | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 66        | p                  | p           | p            | p                    | p      | p          | —            | —          |
| 69        | Absent.            | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 74        | Absent.            | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 75        | p                  | —           | p            | —                    | ..     | ..         | ..           | p          |
| 78        | p                  | —           | p            | —                    | ..     | ..         | ..           | —          |
| 79        | p                  | p           | p            | p                    | ..     | ..         | ..           | ..         |
| 87        | p                  | —           | p            | p                    | ..     | ..         | ..           | p          |
| 88        | Absent.            | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 90        | ..                 | ..          | ..           | p                    | ..     | ..         | ..           | ..         |
| 92        | ..                 | ..          | p            | p                    | ..     | ..         | ..           | p          |
| 93        | ..                 | ..          | ..           | p                    | ..     | ..         | ..           | ..         |
| 95        | ..                 | p           | ..           | p                    | ..     | ..         | ..           | ..         |
| 96        | ..                 | p           | ..           | p                    | ..     | ..         | ..           | p          |
| 97        | ..                 | p           | p            | p                    | ..     | ..         | ..           | p          |
| 99        | ..                 | ..          | ..           | p                    | —      | —          | —            | —          |
| 100       | p                  | p           | ..           | p                    | ..     | p          | ..           | ..         |
| 101       | p                  | p           | p            | p                    | ..     | ..         | ..           | ..         |
| 102       | p                  | ..          | p            | p                    | ..     | ..         | ..           | ..         |
| 104       | p                  | p           | p            | p                    | ..     | ..         | ..           | ..         |
| 106       | p                  | ..          | p            | p                    | ..     | ..         | ..           | ..         |
| 108       | p                  | p           | ..           | ..                   | ..     | ..         | ..           | p          |
| 110       | Absent.            | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 111       | Absent.            | ..          | ..           | ..                   | ..     | ..         | ..           | ..         |
| 112       | p                  | p           | p            | p                    | ..     | ..         | ..           | ..         |
| 113       | p                  | ..          | p            | p                    | ..     | ..         | ..           | ..         |
| 119       | p                  | ..          | ..           | p                    | ..     | ..         | ..           | ..         |
| 126       | p                  | ..          | p            | p                    | ..     | ..         | ..           | ..         |
| 127       | p                  | ..          | p            | p                    | ..     | ..         | ..           | ..         |

Education Office, Colombo, January 24, 1928. L. MACRAE, Director of Education.

**Cambridge School Certificate Examinations, 1928.**

IT is hereby notified that paragraph 6 on page 1 and penultimate paragraph on page 20 of the regulations for the above examinations published in the *Government Gazette* No. 7,619 of December 9, 1927, have been amended by the deletion of the sentence "No candidate shall be admitted to the Senior School Certificate Examination, until two years have elapsed since his admission to the Junior or the E. S. L. C. Examination."

Education Office, Colombo, January 25, 1928. L. MACRAE, Director of Education.

**J/Thirunelvely East (Muthuthamby) Vernacular Mixed School.**

NOTICE is hereby given that an application has been received from Hon. Mr. W. Duraiswamy for grant in aid of the above school, which is situated in Thirunelvely east, Jaffna District of the Northern Province.

Observations will be received not later than February 20, 1928.

Education Office, Colombo, January 20, 1928. L. MACRAE, Director of Education.

**Bt/Pankudaveli Vernacular Mixed School.**

NOTICE is hereby given that the above school situated at Pankudaveli, Batticaloa District of the Eastern Province, under the management of Rev. Fr. F. Bonnel has been registered as a grant in aid school, with effect from October 1, 1926.

Education Office, Colombo, January 20, 1928. L. MACRAE, Director of Education.

**Change of Management.**

NOTICE is hereby given that Mr. G. Thiyalpakar has been appointed Manager of the school mentioned below.

*School referred to.*

J/Valvettiturai (Sivaguru) Vernacular Mixed School.

Education Office, Colombo, January 18, 1928. L. MACRAE, Director of Education.

**Change of Management.**

NOTICE is hereby given that Miss M. E. Simon has been appointed Manager of the school mentioned below in place of Miss E. J. Howes.

*School referred to.*

Mowbray C M. S. Girls' English School, Kandy.

Office of the Director of Education, Colombo, January 23, 1928. L. MACRAE, Director of Education.

**Change of Management.**

NOTICE is hereby given that Miss G. F. Opie has been appointed Manager of the school mentioned below in place of Mrs. A. M. Walmsley.

*School referred to.*

C. M. S Ladies' College, Colombo.

Office of the Director of Education, Colombo, January 21, 1925. L. MACRAE, Director of Education.

**Change of Management.**

NOTICE is hereby given that Mr. H. Martyn Greet has been appointed Manager of the school mentioned below in place of Rev. A. S. Paynter.

*School referred to.*

Malpota Vernacular Mixed School.

Education Office, Colombo, January 19, 1928. L. MACRAE, Director of Education.

**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 known as Lakshmini, Kynsey 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 January 13, 1928

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon,  
Colombo, January 20, 1928.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Kudabuthgomuwa, 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 Belicumbura, south by District Road Committee road leading to Cotta, east by dewata road, west by Kirilladeniawatta.

This declaration shall take effect from the date hereof.

D. E. WIJESEKERE,  
Chief Headman.

November 28, 1927.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Kudabuthgomuwa, in Ambatalenpahala 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 Belicumbura, south by Buthgomuwa District Road Committee road, east by dewata road, west by Kituldeniyawatta.

This declaration shall take effect from the date hereof.

D. E. WIJESEKERE,  
Chief Headman.

December 3, 1927.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Welikada, 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 and south by high road, east by premises No. 259, west by high road.

This declaration shall take effect from the date hereof.

D. E. WIJESEKERE,  
Chief Headman.

November 30, 1927.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Pitakotte, 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 Kurakkankotiwa, south by Maha-agala, east by fields, west by high road.

This declaration shall take effect from the date hereof.

D. E. WIJESEKERE,  
Chief Headman.

December 3, 1927.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Pitakotte, 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 ela, south by Milla-gahawatta, east by dewata road, west by field.

This declaration shall take effect from the date hereof.

D. E. WIJESEKERE,  
Ch of Headman.

December 16, 1928.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Mirihana, 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 the boundary of Pitakotte village, south by fields, east by the land belonging to Advocate Weerasooriya, west by fields.

This declaration shall take effect from the date hereof.

D. E. WIJESEKERE,  
Chief Headman.

January 18, 1928.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Hunupitiya, in Siyane korale west 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 and south by fields, east by Hunupitiya District Road Committee road, west by fields.

This declaration shall take effect from the date hereof.

MURICE PERERA,  
Chief Headman.

Suripaluwa, December 5, 1927.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out on Nawagahawatta at Nagoda, in Alutkuru korale south 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 the lands belonging to E. Samaranayaka and others, south by the Village Committee road, east by ditto, west by the land belonging to Pelis Appu and others.

This declaration shall take effect from the date hereof.

TIMOTHY F. ABAYAKOON,  
Mudaliyar, Alutkuru Korale South.

Wattala, December 7, 1927.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Medamulla, 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 Simon Appuhamy and others, south by land belonging to J. Arnolis Appuhamy and others, east by land belonging to Simon Appuhamy and others, west by land belonging to J. Arnolis Appuhamy and others.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.

December 3, 1927.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Nilpanagoda, 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 of Podisingho and Walahena road, south by land called Padiliyawatta, east by land belonging to J. Elias and others, west by land belonging to J. Sayaneris and others.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.

December 3, 1927.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Nilpanagoda, 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 M. Abraham Dias Rupasinghe, south by road leading to Dunagaha, east by tract of fields, west by road leading to Dunagaha.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.

December 3, 1927.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out on Balawalawatta at Balawala, 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 Maha-oya, south by Negombo-Giriulla road, east by Kuda-oya, west by Batakanda estates.

This declaration shall take effect from the date hereof.

A. C. P. ABAYAKOON,  
Acting Mudaliyar, Alutkuru Korale North.

December 13, 1927.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Kotugoda, 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 called Nehelawila belonging to Mrs. Abeysinghe, south by Attanagaluoya, east by Minuwangoda-Ja-ela road, west by Attanagaluoya.

This declaration shall take effect from the date hereof.

A. C. P. ABAYAKOON,  
Acting Mudaliyar, Alutkuru Korale North.

December 17, 1927.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Kotadeniyawa, in Yatigaha pattu north, Hapitigam korale of 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 a tract of paddy fields, south by ditto, east by Mugurugampola Kotadeniyawa road, west by Giriulla-Negombo road.

This declaration shall take effect from the date hereof.

December 12, 1927.

A. I. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Naula in Wagapanaha Udasiya pattu, Matale North of Matale District of the Central 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 Kahabili-ela, south by Mellagolla and Bolabendikada, east by Etgaleyaya and the ela on Elehena road, west by Arangala estate, Batulanda, and Naula tank.

This declaration shall take effect from the date hereof.

January 23, 1928.

T. B. ELLEPOLA,  
Chief Headman, Matale North.

**Hoof-and-Mouth Disease.**

**N**OTICE is hereby given that the area declared infected at Parabewila in Kolambalamulla palata, in Udapola Medalasse korale, in Dambadeni 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 December 12, 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,  
Kurunegala, January 19, 1928.

W. ABEYWARDENE,  
for Government Agent.

**Foot Disease.**

**W**HEREAS foot 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 Udugampola-Naiwala road, south by lands belonging to Dedonis Appuhamy and others, east by lands belonging to Herath Singho and others, west by lands belonging to Jeelis Appuhamy and others.

This declaration shall take effect from the date hereof.

A. C. P. ABAYAKOON,  
Acting Mudaliyar, Alutkuru Korale North.

December 16, 1927.

#### Hoof-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Walpola and Natagane palatas in Dewamedi 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 December 12, 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. ABEYWARDENE,  
Kurunegala, January 19, 1928. for Government Agent.

#### Hoof-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Henemulla in Habage palata in Tiragandahaye korale west in Weudawilli 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 December 16, 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. ABEYWARDENE,  
Kurunegala, January 19, 1928. for Government Agent.

#### Hoof-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Udadigane palata in Kudagalboda korale, of Weudawilli 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 October 24, 1927, is free from hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

W. ABEYWARDENE,  
for Government Agent,

The Kachcheri,  
Kurunegala, January 19, 1928.

#### Hoof Disease.

WHEREAS hoof disease has broken out at Rawata-watta, in Salpiti korale of the 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 land belonging to Johanis Fernando and others, south by a cart road, east by land belonging to the heirs of P. A. Don Velun, west by land belonging to Mahamarakkalage Isaac Fernando.

This declaration shall take effect from the date hereof.

G. W. DE FONSEKA,  
January 9, 1928 Chief Headman.

#### Hoof Disease.

WHEREAS hoof disease has broken out at Rawata-watta, in Salpiti korale of the 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 land belonging to K. Aloysious Perera, south by a cart road, east by land belonging to Seeman Fernando, west by a cart road.

This declaration shall take effect from the date hereof.

G. W. DE FONSEKA,  
January 9, 1928. Mudaliyar, Salpiti Korale.

#### Cattle Disease.

NOTICE is hereby given that the area declared infected at the Royal Botanical Gardens, Peradeniya, in Gangapalata korale of Yatinuwara division of the Kandy District of the Central 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 December 2, 1927, is free from cattle disease, and is no longer an infected area.

This declaration is to take effect from this date.

T. B. MAMPITIYA,  
Ratemahatmaya, Yatinuwara.  
Kadugannawa, January 20, 1928.

## SALES OF TOLL AND OTHER RENTS.

#### Sale of Ferry Toll Rent.

NOTICE is hereby given that the under-mentioned toll rent in the Chilaw District of the North-Western Province, will be put up for re-sale by public auction at 3 P.M., on February 6, 1928, at the Puttalam Kachcheri, at the risk of the original purchaser, if he fails on or before February 4, 1928, to pay the instalments then due.

The rent will be sold for a period of 7 months and 24 days from February 6, 1928.

The purchasers at the re-sale will be required to deposit one-tenth of the purchase amount on the day of sale and to furnish the necessary security.

Further particulars can be obtained from me on application.

Ferry referred to.  
Chilaw-Mutwal Ferry.

A. R. HALLOCK,  
The Kachcheri, for Assistant Government Agent.  
Puttalam, January 19, 1928.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that the under-mentioned movable property, seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of instalment for aided house drainage due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the instalment and costs be duly paid.

January 23, 1928.

G. H. N. SAUNDERS,  
Municipal Treasurer.

## SCHEDULE.

Date and Place of Sale : February 6, 1928, at the Municipal Stores, Darley road.

| Premises No. | Street.                        | Quarter and Year.  | Property seized.  | Time of Sale. |
|--------------|--------------------------------|--------------------|---|---------------|
| 17 and 79    | Norris road and Maliban street | 3rd quarter, 1927. | Fourteen copies of Arabian Nights published by N. S. Fernando | 9.30 A.M.     |

UNDER the provisions of the by-law relating to traffic lines on roads dated January 28, 1927, and published in the *Government Gazette* No. 7,566 of February 4, 1927, notice is hereby given that white lines have been marked on the middle of the following roads within the Municipal Town of Colombo :—

1. Alutmawata-Kortebom street junction.
2. Darley road-Union place junction.
3. Kotahena street-Skinner's road north junction.
4. San Sebastian Hill-Hulftsdorp street junction.
5. Dickman's road-Galle road junction.
6. Dickman's road-Havelock road junction.

10. Kew road-Parsons road junction.
11. Torrington place-Reid avenue junction.
12. Flower road-Cambridge place junction.
13. Flower road-Thurston road junction.
14. Torrington square-Buller's road junction.
15. Torrington place-Alexandra place junction.
16. Ward place-Alexandra place junction.
17. Reid avenue-Buller's road junction.

W. T. STACE,  
Chairman, Municipal Council,  
and Mayor of Colombo.The Town Hall,  
Colombo, January 23, 1928.

## NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

## Statement of Revenue and Expenditure of the Matale Urban District Council for the Year 1927.

| REVENUE.   |    | Rs.     | c  | EXPENDITURE.   |    | Rs.     | c  |
|--|----|---------|----|--|----|---------|----|
| A.—General Revenue   | .. | 42,938  | 3  | A.—General Expenditure—  | .. |         |    |
| B.—Thoroughfares   | .. | 4,971   | 64 | 1. Salaries of officers  | .. | 4,964   | 25 |
| C.—Resthouse and Ambalams  | .. | 1,860   | 0  | 2. Establishment expenses  | .. | 5,812   | 9  |
| D.—Council Lands and Buildings (not included elsewhere)                            | .. | 720     | 15 | 3. Refunds   | .. | 1,282   | 28 |
| E.—Public Health—  | .. |         |    | B.—Thoroughfares   | .. | 24,503  | 22 |
| 1. General revenue   | .. | 1,486   | 75 | C.—Resthouse and Ambalams  | .. | 1,466   | 45 |
| 2. Scavenging  | .. | 130     | 65 | D.—Council Lands and Buildings (not included elsewhere)                            | .. | 1,378   | 1  |
| 3. Conservancy   | .. | 4,998   | 75 | E.—Public Health—  | .. |         |    |
| 4. Slaughter-house and cattle pound  | .. | 2,056   | 68 | 1. General expenditure   | .. | 4,954   | 62 |
| 5. Water supply  | .. | 12,618  | 84 | 2. Scavenging  | .. | 9,958   | 82 |
| 6. Hospital  | .. | —       |    | 3. Conservancy   | .. | 10,074  | 36 |
| 7. Market and galas  | .. | 6,523   | 0  | 4. Slaughter-house and cattle pound  | .. | 256     | 55 |
| F.—Public recreation   | .. | 430     | 25 | 5. Water supply  | .. | 7,193   | 84 |
| G.—Cemeteries Ordinance, No. 9 of 1899   | .. | 547     | 50 | 6. Hospital  | .. | 1,151   | 72 |
| H.—Dog Registration Ordinance, No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893 | .. | 150     | 0  | 7. Market and galas  | .. | 3,397   | 81 |
| I.—Weights and Measures Ordinance, No. 8 of 1876                                   | .. | 59      | 0  | F.—Public recreation   | .. | 1,975   | 10 |
| J.—Electricity Department  | .. | 48,954  | 39 | G.—Cemeteries Ordinance, No. 9 of 1899   | .. | 1,264   | 91 |
|  |    | 128,445 | 63 | H.—Dog Registration Ordinance, No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893 | .. | 140     | 42 |
| Other Receipts—  |    |         |    | I.—Weights and Measures Ordinance, No. 8 of 1876                                   | .. | 14      | 0  |
| Deposits   | .. | 2,316   | 64 | J.—Electricity Department  | .. | 27,477  | 45 |
| Refund of advances   | .. | 1,000   | 0  |  |    | 107,265 | 90 |
| Stores advance account   | .. | 4,882   | 46 | Other Payments—  |    |         |    |
| Electricity Department, advance account  | .. | —       |    | Refund of deposits   | .. | 6,928   | 49 |
| Loan account   | .. | 5,154   | 78 | Advances   | .. | 1,100   | 0  |
|  |    | 141,799 | 51 | Stores advance account   | .. | 7,925   | 10 |
| Balance on December 31, 1926   | .. | 19,118  | 29 | Electricity Department, advance account  | .. | 6,440   | 88 |
|  |    | 160,917 | 80 | Loan account   | .. | 8,088   | 60 |
|  |    |         |    |  |    | 137,748 | 97 |
|  |    |         |    | Balance on December 31, 1927   | .. | 23,168  | 83 |
|  |    |         |    |  |    | 160,917 | 80 |
|  |    |         |    | Total  | .. |         |    |

Office of the Urban District Council,  
Matale, January 20, 1928.C. ARIYA NAVAGAM,  
Chairman.

Statement of Assets and Liabilities of the Urban District Council, Matale, on December 31, 1927.

| LIABILITIES.                |               |           | ASSETS.                              |               |           |
|-----------------------------|---------------|-----------|--------------------------------------|---------------|-----------|
|                             | Rs.           | c.        |                                      | Rs.           | c.        |
| Amount due to depositors .. | 1,411         | 75        | Cash at Kacheheri ..                 | 14,490        | 95        |
| Surplus balance ..          | 21,757        | 8         | Cash at Bank (current account) ..    | 8,677         | 88        |
| Advances ..                 | 110           | 0         | Amount due on account of advances .. | 110           | 0         |
| <b>Total ..</b>             | <b>23,278</b> | <b>83</b> | <b>Total ..</b>                      | <b>23,278</b> | <b>83</b> |

Office of the Urban District Council,  
Matale, January 20, 1928.

C. ARIYA NAYAGAM,  
Chairman.

Loans.

|                      | Amount.  | Date raised.  | Rate of Interest. | Amount of Annual Re-payments. | Present Amount outstanding. | Date of Extinction. |
|----------------------|----------|---------------|-------------------|-------------------------------|-----------------------------|---------------------|
|                      | Rs. c.   |               | Per Cent.         | Rs. c.                        | Rs. c.                      |                     |
| Drainage ..          | 13,050 0 | October, 1907 | 3½                | 261 0*                        | 7,805 69                    | May 31, 1937        |
| Waterworks ..        | 47,000 0 | May, 1921     | 5                 | 3,133 34                      | 28,199 96                   | May 17, 1936        |
| Grain store ..       | 10,000 0 | July, 1922    | 5                 | 1,000 0                       | 5,000 0                     | July 12, 1932       |
| Electric lighting .. | 60,000 0 | October, 1924 | 5                 | 3,000 0                       | 51,000 0                    | October 2, 1944     |
| Do. ..               | 35,000 0 | October, 1926 | 5                 | 1,750 0                       | 33,250 0                    | October 25, 1946    |

\* Sinking fund 2 per cent.

Office of the Urban District Council,  
Matale, January 20, 1928.

C. ARIYA NAYAGAM,  
Chairman.

ROAD COMMITTEE NOTICES.

Nugatenna-Deanstone Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 11, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

|                          |              |
|--------------------------|--------------|
| Government moiety ..     | Rs. 2,400·00 |
| Private contributions .. | Rs. 2,424·00 |

1st to 5th section, 2½ miles.

| Proprietors or Agents.                  | Estates.     | Acreage. |
|---|--------------|----------|
| Burke Estate Co., Ltd. (R. G. Johnston) | .. Nugagalla | .. 222   |

1st to 8th section, 3¾ miles.

|                               |             |        |
|-------------------------------|-------------|--------|
| S. Moorhouse (J. G. Horsfall) | Nawanagalla | .. 295 |
|-------------------------------|-------------|--------|

1st to 10th section, 4·77 miles.

| Proprietors or Agents.               | Estates.                | Acreage. |
|--------------------------------------|-------------------------|----------|
| Whittall & Co. (J. G. Horsfall)      | Meemunagalla            | .. 535   |
| Do.                                  | .. Deanstone            | .. 576   |
| Burke Estate Co., Ltd. (G. Johnston) | .. Hare Park            | .. 454   |
| Whittall & Co. (J. G. Horsfall)      | Kobonella               | .. 718   |
| Kana Luna Meeya Pulle                | .. Fincham's Land No. 1 | 96       |
| Puncha Vidane Duraya                 | .. Fincham's Land No. 2 | 31½      |
| Whittall & Co. (J. G. Horsfall)      | Ensalwatta              | .. 264   |
| Burke Estate Co., Ltd. (G. Johnston) | .. Dehigolla            | .. 475   |
| Do.                                  | .. Looloowatte          | .. 309   |
| S. P. Santhiveeran and M. Aiyasamy   | .. Seeacumbura          | .. 25    |
| Burke Estate Co., Ltd. (G. Johnston) | .. Yahangalla           | .. 80    |
| Messrs. Lipton, Ltd. (H. S. Hurst)   | .. St. Martin's         | .. 1,232 |

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,  
Provincial Road Committee's Office,  
Kandy, January 23, 1928. Chairman.

Wanarajah Branch Road (between Wanarajah Bridge and Claverton Store).

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 11, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

|                          |              |
|--------------------------|--------------|
| Government moiety ..     | Rs. 2,350·00 |
| Private contributions .. | Rs. 2,373·50 |

1st section, 1 mile.

| Proprietors or Agents.                | Estates.     | Acreage. |
|---------------------------------------|--------------|----------|
| Wanarajah Tea Company of Ceylon, Ltd. | .. Wanarajah | .. 345   |

1st and 2nd sections, 2 miles.

|                                 |                     |     |
|---------------------------------|---------------------|-----|
| South Wanarajah Tea Estates Co. | .. South Wanarajah. | 255 |
|---------------------------------|---------------------|-----|

1st to 4th section, 4 miles.

| Proprietors or Agents.           | Estates.              | Acreage. |
|----------------------------------|-----------------------|----------|
| Ceylon Proprietary Company       | .. Summerville        | .. 242   |
| R. C. Scott                      | .. Blair Athol        | .. 306   |
| Executors of M. V. Aranasalam    |                       |          |
| Retty Cangany                    | .. Carfax             | .. 299   |
| K. Rollo and Mrs. Mercer         | .. Gorthie            | .. 308   |
| Whittall & Co.                   | .. Dunkeld            | .. 237   |
| Castlereagh Estate Company       | .. Castlereagh        | .. 526   |
| Whittall & Co.                   | .. Banff              | .. 192   |
| Do.                              | .. Elstree            | .. 167   |
| Lethenty Tea Estates Association | .. Lethenty and Essex | 320      |
| Do.                              | .. Marlborough        | .. 258   |
| Do.                              | .. Blairgowrie        | .. 114   |

1st to 6th section, 4·50 miles.

|                                  |           |        |
|----------------------------------|-----------|--------|
| Lethenty Tea Estates Association | Claverton | .. 198 |
| Uplands Tea Estates of Ceylon    | Osborne   | .. 522 |
| Lethenty Tea Estates Association | Broad Oak | .. 306 |

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,  
Provincial Road Committee's Office,  
Kandy, January 23, 1928. Chairman.

**Glenlyon Junction-Agra Branch Road.**

(Between Glenlyon Junction and end of Agra Road.)

**N**OTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 11, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety .. Rs. 5,500.00  
Private contributions .. Rs. 5,555.00

1st section, .35 miles.

| Proprietors or Agents.                 | Estates.                     | Acreage. |
|--|------------------------------|----------|
| Ceylon Tea Plantation Company, Limited | Glenlyon, Stair, and Polmont | 683      |

1st to 3rd section, 1.60 mile.

|                        |            |     |
|------------------------|------------|-----|
| Agra Ouvah Estate Co.  | Agra Ouvah | 331 |
| Do.                    | Fankerton  | 193 |
| Heirs of R. W. Wickham | Holmwood   | 391 |

1st to 4th section, 2.10 miles.

|   |            |     |
|---|------------|-----|
| Galaha Ceylon Tea Estates and Agency Co. (Henry Thompson) | Hauteville | 320 |
| Do.   | Woodlake   | 162 |
| Do.   | Freshwater | 251 |
| Do.   | St. George | 263 |

1st to 5th section, 2.60 miles.

|  |         |     |
|--|---------|-----|
| John K. Gilliatt & Co. (Cumberbatch & Co.) (D. F. Fitz-Gibbon) | Sutton  | 277 |
| Glasgow Estates Company, Ltd.                                  | Glasgow | 472 |

1st to 6th section, 3.10 miles.

|  |          |     |
|--|----------|-----|
| Ceylon Tea Plantation Co., Limited (F. Lushington) | Waverly  | 157 |
| Portmore Tea Estates Co., Ltd.                     | Aldourie | 289 |

1st to 7th section, 3.60 miles.

|                               |           |     |
|-------------------------------|-----------|-----|
| Glasgow Estates Company, Ltd. | Nithsdale | 242 |
|-------------------------------|-----------|-----|

1st to 8th section, 3.85 miles.

|   |                           |     |
|---|---------------------------|-----|
| Portmore Tea Estates Co., Ltd.                | Portmore                  | 311 |
| Balmore Ceylon Estates Co., Ltd.              | Sandringham and Yarravale | 542 |
| Heirs of T. Mackie & P. Moir (W. B. Bartlett) | Lot 112,364, Powys land   | 165 |

1st to 9th section, 4.10 miles.

|                                  |            |     |
|----------------------------------|------------|-----|
| Lutyens Bros. (F. Lushington)    | Mornington | 417 |
| Ceylon Tea Plantations Co., Ltd. | Ardallie   | 209 |

1st to 10th section, 4.60 miles.

|                           |           |       |
|---------------------------|-----------|-------|
| New Dimbula Company, Ltd. | Diyagama  | 3,125 |
| Heirs of J. M. Sayres     | Nutbourne | 172   |

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, January 23, 1928.

**Glenlyon-Preston Branch Road.**

**N**OTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 11, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety .. Rs. 2,000.00  
Private contributions .. Rs. 2,020.00

1st to 4th section, 88.70 lines.

| Proprietors or Agents.                             | Estates.     | Acreage. |
|--|--------------|----------|
| Ceylon Tea Plantations Co., Ltd. (P. P. C. Walker) | Glenlyon     | 627      |
| G. T. and Mrs. R. S. Peries (H. V. Cooke)          | Agra Elbedda | 276      |

1st to 5th section, 115.10 lines.

|   |                                   |     |
|---|-----------------------------------|-----|
| Torrington Tea Estate Company, Ltd. (E. E. Lee) | Helbeck, Mess-end, and Torrington | 528 |
|---|-----------------------------------|-----|

1st to 6th section, 134.60 lines.

|  |                |     |
|--|----------------|-----|
| A. R. Ashton (E. E. Lee)                           | Iona           | 113 |
| Ceylon Tea Plantations Co., Ltd. (P. P. C. Walker) | Polmont        | 45  |
| P. B. Seton (A. Hamilton Harding)                  | New Preston    | 167 |
| A. G. & C. A. Seton (A. Hamilton Harding)          | Preston        | 250 |
| The Albion Tea Estates Co., Ltd. (R. A. Clutson)   | Albion         | 289 |
| A. G. & C. A. Seton (A. Hamilton Harding)          | St. Margaret's | 196 |

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, January 23, 1928.

**St. Margarets-Kirklees Branch Road.**

**N**OTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 11, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety .. Rs. 4,000.00  
Private contributions .. Rs. 4,010.00

1st to 4th section, 4 miles.

| Proprietors or Agents.                         | Estates.     | Acreage. |
|--|--------------|----------|
| Lanka Plantations Company, Ltd. (K. L. Gordon) | Rappahannock | 481      |

1st to 6th section, 5.50 miles.

|  |            |       |
|--|------------|-------|
| Estates Company of Uva, Ltd. (J. Slingsby)                           | Gampaha    | 866   |
| Kirklees Estates Co., Ltd. (George Steuart & Co.) (F. E. B. Gourlay) | Kirklees   | 1,137 |
| Mrs. Fanny Patterson (C. J. Patterson)                               | Alagolla   | 462   |
| The Lucky Land Tea Estates Co., Ltd. (F. C. Charnaud)                | Lucky Land | 534   |

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, January 23, 1928.

**Padlapelella-Ellamulla Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 11, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

|                       |    |              |
|-----------------------|----|--------------|
| Government moiety     | .. | Rs. 2,000·00 |
| Private contributions | .. | Rs. 2,020·00 |

1st to 4th section, 4 miles.

| Proprietors or Agents.                        | Estates.      | Acreage. |
|---|---------------|----------|
| The Ceylon Tea Plantations Co.<br>(N. Rayner) | .. Kabaragala | .. 489   |

1st to 5th section, 4·89 miles.

|   |                     |        |
|---|---------------------|--------|
| W. M. R. Elwes (T. G. Harrison)                       | Mandaranewera       | .. 474 |
| Colombo Commercial Co., Ltd.<br>(F. I. S. Sutherland) | .. Ellamulla Groppe | .. 664 |

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,  
Chairman.

Provincial Road Committee's Office,  
Kandy, January 23, 1928.

**Railway Gorge Branch Road.**

(Between Caledonia Gap and the Railway Gorge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 11, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

|                       |    |              |
|-----------------------|----|--------------|
| Government moiety     | .. | Rs. 2,000·00 |
| Private contributions | .. | Rs. 2,020·00 |

From 1st to end of 2nd section, 1 mile.

| Proprietors or Agents.                      | Estates.                  | Acreage. |
|---|---------------------------|----------|
| Heirs of J. M. Smith (G. M. Smith)          | Caledonia                 | .. 255   |
| Geo. Beck (J. E. Baillie Hamilton)          | Henfold and St. Regulus   | .. 570   |
| F. A. & W. N. Fairlie (G. H. Cal-<br>lander | .. Kowlahena and<br>Conon | .. 366   |

From 1st to end of 3rd section, 1½ mile.

|                                   |           |        |
|-----------------------------------|-----------|--------|
| Sumatravale Estates Co., Limited  | Maria     | .. 297 |
| The Dimbulla Valley Tea Co., Ltd. | Lippakele | .. 208 |

From 1st to end of 6th section, 3 miles.

|  |                |        |
|--|----------------|--------|
| The Ceylon Estates Investment<br>Association, Limited    | .. Macduff     | .. 221 |
| (Col. J. A. S. Agar) Ceylon Tea<br>Plantations Co., Ltd. | .. Tangakelley | .. 910 |
| The Vallekelley Tea Company                              | .. Ouvahkellie | .. 593 |
| The Dimbulla Valley Tea Company                          | .. Elgin       | .. 291 |
| Do.  | .. Kellyhill   | .. 158 |

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,  
Chairman.

Provincial Road Committee's Office,  
Kandy, January 23, 1928.

**Elkaduwa-Hunugala Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 11, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contribution:—

|                      |    |            |
|----------------------|----|------------|
| Government moiety    | .. | Rs. 750·00 |
| Private contribution | .. | Rs. 757·50 |

1st section, 20 miles.

| Proprietors or Agents.  | Estates.                       | Acreage. |
|---|--------------------------------|----------|
| Rangala Consolidated, Ltd. (M. M.<br>Smith, Agents), F. A. E. Price | .. Elkaduwa and<br>Algoottenne | .. 899   |

1st and 2nd section, 77 miles.

|  |                            |        |
|--|----------------------------|--------|
| Rangala Consolidated, Ltd. (M. M.<br>Smith, Agents), F. A. E. Price                | .. Dotale and<br>Happuwide | .. 928 |
| Hattangala Tea & Rubber Co., Ltd.<br>(Geo. Steuart & Co., Agents), C. G.<br>Graham | .. Galgawatta              | .. 253 |

1st-3rd section, 1·03 miles.

|             |              |        |
|-------------|--------------|--------|
| H. L. Anley | .. Mahatenne | .. 374 |
|-------------|--------------|--------|

1st-4th section, 1·41 miles.

|  |           |        |
|--|-----------|--------|
| Hunugala Tea & Rubber Co., Ltd.<br>(Skrine & Co., Agents), C. A. Evans | Hunugalla | .. 684 |
|--|-----------|--------|

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,  
Chairman.

Provincial Road Committee's Office,  
Kandy, January 23, 1928.

**Wallaha Branch Road.**

(Between Tillicoultry and Eildon Hall Estates.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 11, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

|                       |    |              |
|-----------------------|----|--------------|
| Government moiety     | .. | Rs. 1,500·00 |
| Private contributions | .. | Rs. 1,515·00 |

1st section, 91 mile.

| Proprietors or Agents.                           | Estates.        | Acreage. |
|--|-----------------|----------|
| The Dimbulla Valley Company                      | .. Tillicoultry | .. 401   |
| The Ceylon Tea Plantations Com-<br>pany, Limited | .. Wallaha      | .. 290   |
| A. V. & J. H. Renton                             | .. Talankande   | .. 268   |

From 1st to end of 2nd section, 1·91 mile.

|   |                 |        |
|---|-----------------|--------|
| E. Temple                               | .. Diyanilakele | .. 267 |
| The Dimbulla Valley Tea Co., Ltd.       | Moussella       | .. 550 |
| Eildon Hall Tea and Rubber Co.,<br>Ltd. | .. Eildon Hall  | .. 413 |
| Bambarakelle Estate Tea Co., Ltd.       | Bambarakele     | .. 486 |
| Do.                                     | .. Dell         | .. 100 |
| T. Fairhurst & W. C. Oswald             | .. Oddington    | .. 100 |
| Mrs. Wiggan & Son                       | .. Melton       | .. 207 |
| J. Fairhurst (W. C. Oswald)             | .. Ferham       | .. 273 |
| Scottish Trust & Loan Co., Ltd.         | .. Rahanwatta   | .. 306 |
| Do.                                     | .. Queenwood    | .. 233 |
| Eildon Hall Tea & Rubber Co., Ltd.      | Agra            | .. 276 |

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,  
Chairman.

Provincial Road Committee's Office,  
Kandy, January 23, 1928.

**High Forest-Bramley Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 11, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

|                               |                 |
|-------------------------------|-----------------|
| Government moiety             | Rs. 1,750.00    |
| Private contributions         | .. Rs. 1,767.50 |
| Deduct amount from Alma Group | .. 400.00       |
|                               | <u>1,367.50</u> |

**1st to 3rd section, 1.50 mile.**

| Proprietors or Agents.                      | Estates.      | Acreage. |
|---|---------------|----------|
| Bois Brothers, Agents (G. Abbott)           | Kurunduoya    | 683      |
| J. M. Robertson & Co. (E. G. B. de Mowbray) | .. Rillamulla | .. 230   |

**1st to 4th section, 1.92 mile.**

|                                 |                |        |
|---------------------------------|----------------|--------|
| Carson & Co. (T. H. Williams)   | .. Bramley     | .. 297 |
| Boustead Bros. (T. H. Williams) | .. Lauriston   | .. 235 |
| Whittall & Co. (W. C. Polson)   | .. High Forest | 1,609  |

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,  
Chairman.

Provincial Road Committee's Office,  
Kandy, January 23, 1928.

**Haputale-Dambatenna Branch Road.**

NOTICE is hereby given that in terms of sections 11 and 14 of "The Branch Roads Ordinance, 1896," a General Meeting of the proprietors or resident managers of the estates interested in the Haputale-Dambatenna road will be held at Thotulagalla bungalow on Monday, January 30, 1928, at 3 P.M., for the purpose of electing a Local Committee to perform the duties imposed upon such said Committee by the Ordinance, during the year 1928.

The General Meeting for the election of the Local Committee must consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

H. W. CODRINGTON,  
Chairman.

Provincial Road Committee,  
Badulla, January 16, 1928.

**Nomination of Members, Local Committee.**

NOTICE is hereby given that the following gentlemen have been nominated under "The Branch Roads Ordinance, No. 14 of 1896," to act as Members of the Local Committee for the Koslanda-Poonagalla Branch Road for the years 1928 and 1929:—

Mesary. C. de Lemos (Chairman), R. G. Coombe, and G. R. Pippet.

H. W. CODRINGTON,  
Chairman.

Provincial Road Committee,  
Badulla, January 18, 1928.

**Haputale-Dambatenna Road.**

NOTICE is hereby given that the Governor, with the advice of the Legislative Council, having agreed to grant a moiety for the cost of the maintenance of the under-mentioned road from October, 1927, to September, 1928, the Provincial Road Committee, Province of Uva, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the maintenance of the said road, as follows:—

| HAPUTALE-DAMBATENNA ROAD. |                 |
|---------------------------|-----------------|
| Government moiety         | .. Rs. 4,450.00 |
| Private contribution      | .. Rs. 4,539.00 |

**1st section, 1 mile.**

Private contributions, Rs. 789.39—Total acreage, 4,219—Rate per acre, 18.71c.

| Proprietors or Agents.                        | Estates.        | Acreage.     | Amount.       |
|---|-----------------|--------------|---------------|
|   |                 |              | Rs. c.        |
| Lanka Plantations Co.                         | .. Thotulagala  | 570          | .. 106 65     |
| Ceylon Tea Plantation Co.                     | .. Pitaratmalie | 1,608        | .. 300 86     |
| Liptons, Ltd.                                 | .. Dambatenna   | 1,535        | .. 287 21     |
| The Scottish Tea and Land Co. of Ceylon, Ltd. | .. Sherwood     | .. 506       | .. 94 67      |
|   |                 | <u>4,219</u> | <u>789 39</u> |

**2nd section, 1 mile.**

Private contributions, Rs. 789.39—Total acreage, 3,713—Rate per acre, 21.26c.

|                           |                 |              |               |
|---------------------------|-----------------|--------------|---------------|
| Lanka Plantations Co.     | .. Thotulagala  | 570          | .. 121 19     |
| Ceylon Tea Plantation Co. | .. Pitaratmalie | 1,608        | .. 341 86     |
| Liptons, Ltd.             | .. Dambatenna   | 1,535        | .. 326 34     |
|                           |                 | <u>3,713</u> | <u>789 39</u> |

**3rd section, 1 mile.**

Private contributions, Rs. 789.39—Total acreage, 3,713—Rate per acre, 21.26c.

|                           |                 |              |               |
|---------------------------|-----------------|--------------|---------------|
| Lanka Plantations Co.     | .. Thotulagala  | 570          | .. 121 19     |
| Ceylon Tea Plantation Co. | .. Pitaratmalie | 1,608        | .. 341 86     |
| Liptons, Ltd.             | .. Dambatenna   | 1,535        | .. 326 34     |
|                           |                 | <u>3,713</u> | <u>789 39</u> |

**4th section, 1 mile.**

Private contributions, Rs. 789.39—Total acreage, 3,143—Rate per acre, 25.12c.

|                           |                 |              |               |
|---------------------------|-----------------|--------------|---------------|
| Ceylon Tea Plantation Co. | .. Pitaratmalie | 1,608        | .. 403 85     |
| Liptons, Ltd.             | .. Dambatenna   | 1,535        | .. 385 54     |
|                           |                 | <u>3,143</u> | <u>789 39</u> |

**5th section, 1 mile.**

Private contributions, Rs. 789.39—Total acreage, 3,143—Rate per acre, 25.12c.

|                           |                 |              |               |
|---------------------------|-----------------|--------------|---------------|
| Ceylon Tea Plantation Co. | .. Pitaratmalie | 1,608        | .. 403 85     |
| Liptons, Ltd.             | .. Dambatenna   | 1,535        | .. 385 54     |
|                           |                 | <u>3,143</u> | <u>789 39</u> |

**6th and 7th sections, .75 miles.**

Private contributions, Rs. 592.05—Total acreage, 3,143—Rate per acre, 18.84c.

|                           |                 |              |              |
|---------------------------|-----------------|--------------|--------------|
| Liptons, Ltd.             | .. Dambatenna   | 1,535        | .. 289 16    |
| Ceylon Tea Plantation Co. | .. Pitaratmalie | 1,608        | .. 302 89    |
|                           |                 | <u>3,143</u> | <u>592 5</u> |

**Abstract.**

|              |    | Rs. c.         |
|--------------|----|----------------|
| Thotulagala  | .. | 349 3          |
| Pitaratmalie | .. | 2,095 17       |
| Dambatenna   | .. | 2,000 13       |
| Sherwood     | .. | 94 67          |
|              |    | <u>4,539 0</u> |

The proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Provincial Road Committee, Badulla, the above sums on or before March 31, 1928.

H. W. CODRINGTON,  
Chairman.

Provincial Road Committee,  
Badulla, January 20, 1928.

**Branch Road from Koslanda to Poonagalla Factory.**

NOTICE is hereby given that the Governor, with the advice of the Legislative Council, having agreed to grant a moiety for the cost of maintenance of the under-mentioned road from October, 1927, to September, 1928, the Provincial Road Committee, Uva, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the maintenance of the said road as follows:—

**ROAD FROM KOSLANDA BAZAAR TO POONAGALLA FACTORY.**

|   |                     |            |         |
|---|---------------------|------------|---------|
| Government moiety   | ..                  | Rs. 915·00 |         |
| Private contribution  | ..                  | Rs. 933·30 |         |
| 1st and 2nd sections, 1 mile.   |                     |            |         |
| Private contributions, Rs. 494·10—Total acreage, 1,769—Rate per acre, 27·93c. |                     |            |         |
| Proprietors or Agents.  | Estates.            | Acreage.   | Amount. |
|   |                     |            | Rs. c.  |
| J. M. Robertson & Co. ..  | Arnhall ..          | 304 ..     | 84 91   |
| Messrs. Bois & Co., Ltd. ..   | Macaldeniya. 800 .. |            | 223 44  |
| Poonagalla Valley Ceylon Co., Ltd., per R. G. Coombe, Manager ..              | Poonagalla Group .. | 478 ..     | 133 51  |
| Ramasamy Kangany ..   | Singarawatta 125 .. |            | 34 92   |
| P. G. Agostine Silva ..   | Ampititenna. 62 ..  |            | 17 32   |
|   |                     | 1,769      | 494 10  |

**3rd and 4th sections, 1 mile.**

|   |                     |        |        |
|---|---------------------|--------|--------|
| Private contributions, Rs. 274·50—Total acreage, 1,582—Rate per acre, 17·35c. |                     |        |        |
| J. M. Robertson & Co. ..  | Arnhall ..          | 304 .. | 52 75  |
| Messrs. Bois & Co., Ltd. ..   | Macaldeniya. 800 .. |        | 138 81 |
| Poonagalla Valley Ceylon Co., Ltd., per R. G. Coombe, Manager ..              | Poonagalla Group .. | 478 .. | 82 94  |
|   |                     | 1,582  | 274 50 |

**5th and 6th sections,  $\frac{1}{2}$  mile.**

|   |                     |        |        |
|---|---------------------|--------|--------|
| Private contributions, Rs. 164·70—Total acreage, 1,278—Rate per acre, 12·88c. |                     |        |        |
| Messrs. Bois & Co., Ltd. ..   | Macaldeniya. 800 .. |        | 103 9  |
| Poonagalla Valley Ceylon Co., Ltd., per R. G. Coombe, Manager ..              | Poonagalla Group .. | 478 .. | 61 61  |
|   |                     | 1,278  | 164 70 |

**Abstract.**

|                     |    |        |
|---------------------|----|--------|
|                     |    | Rs. c. |
| Arnhall ..          | .. | 137 66 |
| Macaldeniya ..      | .. | 465 34 |
| Poonagalla Group .. | .. | 278 6  |
| Singarawatta ..     | .. | 34 92  |
| Ampititenna ..      | .. | 17 32  |
|                     |    | 933 30 |

The proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Provincial Road Committee, Uva, the above sums on or before March 31, 1928.

H. W. CODRINGTON,  
Chairman.  
Provincial Road Committee's Office,  
Badulla, January 20, 1928.

**Liyangahawela-Poonagalla Road.**

NOTICE is hereby given that the Governor, with the advice of the Legislative Council, having agreed to grant a moiety of the cost of maintenance of the under-mentioned road from October, 1927, to September, 1928, the Provincial Road Committee, Uva, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the maintenance of the said road as follows:—

**LIYANGAHAWELA-POONAGALLA ROAD.**

|   |                          |                      |         |
|---|--------------------------|----------------------|---------|
| Government moiety   | ..                       | Rs. 4,430·00         |         |
| Private contribution  | ..                       | Rs. 4,518·60         |         |
| 1st section, 1 mile.  |                          |                      |         |
| Private contribution, Rs. 808·33—Total acreage, 3,711 $\frac{1}{2}$ —Rate per acre, 21·78c. |                          |                      |         |
| Proprietors or Agents.  | Estates.                 | Acreage.             | Amount. |
|   |                          |                      | Rs. c.  |
| The Scottish Tea & Lands Co. ..   | Liyangahawela ..         | 545 $\frac{1}{2}$ .. | 118 80  |
| J. A. Bell & Co., Ltd. ..   | Broughton ..             | 420 ..               | 91 48   |
| Lanka Plantations Co., Ltd. ..  | Ampitiyakanda ..         | 300 ..               | 65 34   |
| Do. ..  | Arnhall ..               | 271 ..               | 59 2    |
| Gibsons Estates, Ltd. ..  | Mahakanda and Malvern .. | 438 ..               | 95 39   |
| Poonagalla Valley Ceylon Co., Ltd. ..   | Poonagalla Group ..      | 1,737 ..             | 378 30  |
|   |                          | 3,711 $\frac{1}{2}$  | 808 33  |
| 2nd section, 1 mile.  |                          |                      |         |
| Private contribution, Rs. 808·33—Total acreage, 3,166—Rate per acre, 25·53c.                |                          |                      |         |
| J. A. Bell & Co., Ltd. ..   | Broughton ..             | 420 ..               | 107 23  |
| Lanka Plantations Co., Ltd. ..  | Ampitiyakanda ..         | 300 ..               | 76 60   |
| Do. ..  | Arnhall ..               | 271 ..               | 69 19   |
| Gibsons Estates, Ltd. ..  | Mahakanda and Malvern .. | 438 ..               | 111 83  |
| Poonagalla Valley Ceylon Co., Ltd. ..   | Poonagalla Group ..      | 1,737 ..             | 443 48  |
|   |                          | 3,166                | 808 33  |
| 3rd section, 1 mile.  |                          |                      |         |
| Private contribution, Rs. 808·33—Total acreage, 3,166—Rate per acre, 25·53c.                |                          |                      |         |
| J. A. Bell & Co., Ltd. ..   | Broughton ..             | 420 ..               | 107 23  |
| Lanka Plantations Co., Ltd. ..  | Ampitiyakanda ..         | 300 ..               | 76 60   |
| Do. ..  | Arnhall ..               | 271 ..               | 69 19   |
| Gibsons Estates, Ltd. ..  | Mahakanda and Malvern .. | 438 ..               | 111 83  |
| Poonagalla Valley Ceylon Co., Ltd. ..   | Poonagalla Group ..      | 1,737 ..             | 443 48  |
|   |                          | 3,166                | 808 33  |
| 4th section, $\frac{1}{2}$ mile.  |                          |                      |         |
| Private contribution, Rs. 404·17—Total acreage, 3,166—Rate per acre, 12·77c.                |                          |                      |         |
| J. A. Bell & Co., Ltd. ..   | Broughton ..             | 420 ..               | 53 62   |
| Lanka Plantations Co., Ltd. ..  | Ampitiyakanda ..         | 300 ..               | 38 30   |
| Do. ..  | Arnhall ..               | 271 ..               | 34 59   |
| Gibsons Estates, Ltd. ..  | Mahakanda and Malvern .. | 438 ..               | 55 92   |
| Poonagalla Valley Ceylon Co., Ltd. ..   | Poonagalla Group ..      | 1,737 ..             | 221 74  |
|   |                          | 3,166                | 404 17  |

5th section,  $\frac{1}{2}$  mile.

Private contribution, Rs. 404·16—Total acreage,  
2,746—Rate per acre, 14·72c.

| Proprietors or Agents.             | Estates.                 | Acreage.     | Amount.<br>Rs. c. |
|------------------------------------|--------------------------|--------------|-------------------|
| Lanka Plantations Co., Ltd.        | .. Ampitiyakanda         | 300 ..       | 44 16             |
| Do.                                | .. Arnhall               | 271 ..       | 39 89             |
| Gibsons Estates, Ltd.              | .. Mahakanda and Malvern | 438 ..       | 64 47             |
| Poonagalla Valley Ceylon Co., Ltd. | .. Poonagalla Group      | 1,737 ..     | 255 64            |
|                                    |                          | <u>2,746</u> | <u>404 16</u>     |

## 6th section, 1 mile.

Private contribution, Rs. 808·33—Total acreage,  
2,175—Rate per acre, 37·16c.

|                                    |                          |              |               |
|------------------------------------|--------------------------|--------------|---------------|
| Gibsons Estates, Ltd.              | .. Mahakanda and Malvern | 438 ..       | 162 78        |
| Poonagalla Valley Ceylon Co., Ltd. | .. Poonagalla Group      | 1,737 ..     | 645 55        |
|                                    |                          | <u>2,175</u> | <u>808 33</u> |

7th section,  $\frac{3}{4}$  miles.

Private contribution, Rs. 274·87—Total acreage,  
2,175—Rate per acre, 12·64c.

|                                    |                          |              |               |
|------------------------------------|--------------------------|--------------|---------------|
| Gibsons Estates, Ltd.              | .. Mahakanda and Malvern | 438 ..       | 55 35         |
| Poonagalla Valley Ceylon Co., Ltd. | .. Poonagalla Group      | 1,737 ..     | 219 52        |
|                                    |                          | <u>2,175</u> | <u>274 87</u> |

8th section,  $\frac{1}{2}$  miles.

Private contribution, Rs. 202·08—Total acreage,  
1,737—Rate per acre, 11·63c.

| Proprietors or Agents.             | Estates.            | Acreage. | Amount.<br>Rs. c. |
|------------------------------------|---------------------|----------|-------------------|
| Poonagalla Valley Ceylon Co., Ltd. | .. Poonagalla Group | 1,737 .. | 202 8             |

## Abstract.

|                       | Rs. c.          |
|-----------------------|-----------------|
| Liyangahawela         | 118 80          |
| Broughton             | 359 56          |
| Ampitiyakanda         | 301 0           |
| Arnhall               | 271 88          |
| Mahakanda and Malvern | 657 57          |
| Poonagalla Group      | 2,809 79        |
|                       | <u>4,518 60</u> |

The proprietors, managers, or agents of the several estates are hereby required to pay the above amounts to the Chairman, Provincial Road Committee, Uva, on or before March 31, 1928.

H. W. CODRINGTON,  
Chairman.

Provincial Road Committee's Office,  
Badulla, January 20, 1928.

## LOCAL BOARD NOTICES.

## Sale of Properties, Nawalapitiya.

NOTICE is hereby given that the houses, &c., at Nawalapitiya, mentioned in the annexed schedule, having been seized for default in payment of Police, Local Board, and water rates, Nawalapitiya, for the 3rd quarter, 1927, will be sold by public auction on February 13, 14, and 15, 1928, on the spot at Nawalapitiya, at 8 A.M., in conformity with the Local Board Ordinance No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with the lawful costs of seizure and sale, are duly paid.

Further particulars can be obtained from the Local Board Office, Nawalapitiya.

The Kachcheri,  
Kandy, January 24, 1928.

R. H. D. MANDERS,  
for Government Agent.

## Schedule.

Kotmalie street : Nos. 58, 59, 60, 61, 62, 63, 64-65, 66, 69-72, 73, 99, 100, 100a, and 101.  
Ambegamuwa road : Nos. 99, 100, and 146.  
Dolosbage road : No. 55.  
Gampola road : Nos. 84 and 95.  
Hill road : Nos. 34, 37a, 39-40, and 45.  
Penitudumulla : Nos. 12a, 13, 14, 14a, 42, 44, 47, and 55.  
Bailey road : Nos. 9-10, 13, 14, 16, 18, and 19.  
Penikuduwa : Nos. 20, 21, 28, 29, and 35.  
Karahandungala : Nos. 23, 24, 27, 29, 33, 35, 39, 42, 48, 49, 52, 53, 55, 56, 60, 60a, 65, 67, 68, 72, 73, 74a, 77, 80, and 83.

## LOCAL BOARD, NAWALAPITIYA.

## Budget of the Local Board of Nawalapitiya for the Year 1928.

| REVENUE.                       | Rs. c.            |
|--------------------------------|-------------------|
| A.—General revenue             | 66,137 87         |
| B.—Thoroughfares               | 2,888 65          |
| C.—Board lands and buildings   | 500 0             |
| D.—Public health               | 20,050 0          |
| E.—Parks and public recreation | 150 0             |
| F.—Cemeteries                  | 150 0             |
| G.—Dogs                        | 50 0              |
| H.—Weights and measures        | 200 0             |
| Balance brought forward        | 90,128 52         |
|                                | 73,833 4          |
|                                | <u>163,959 56</u> |

| EXPENDITURE.                   | Rs. c.            |
|--------------------------------|-------------------|
| A.—General expenditure         | 6,530 0           |
| B.—Thoroughfares               | 66,555 0          |
| C.—Board lands and buildings   | 37,340 0          |
| D.—Public health               | 48,463 50         |
| E.—Parks and public recreation | —                 |
| F.—Cemeteries                  | 840 0             |
| G.—Dogs                        | 130 0             |
| H.—Weights and measures        | 200 0             |
| Estimated balance              | 160,058 50        |
|                                | 3,901 6           |
|                                | <u>163,959 56</u> |



## Statement of Revenue and Expenditure for 1927.

| REVENUE.                       |    | Rs.     | c. | EXPENDITURE.                   |    | Rs.     | c. |
|--------------------------------|----|---------|----|--------------------------------|----|---------|----|
| A.—General revenue             | .. | 23,989  | 90 | A.—General expenditure         | .. | 6,008   | 87 |
| B.—Thoroughfares               | .. | 105     | 65 | B.—Thoroughfares               | .. | 10,482  | 75 |
| C.—Board lands and buildings   | .. | 497     | 5  | C.—Board lands and buildings   | .. | 3,698   | 19 |
| D.—Public health               | .. | 19,402  | 75 | D.—Public health               | .. | 48,982  | 64 |
| E.—Parks and public recreation | .. | 139     | 0  | E.—Parks and public recreation | .. | —       | —  |
| F.—Cemeteries                  | .. | 145     | 50 | F.—Cemeteries                  | .. | 607     | 50 |
| G.—Dogs                        | .. | 30      | 0  | G.—Dogs                        | .. | 47      | 75 |
| H.—Weights and measures        | .. | 138     | 88 | H.—Weights and measures        | .. | 140     | 64 |
| I.—Other receipts              | .. | 135     | 0  | I.—Other payments              | .. | 150     | 0  |
|                                |    | 44,583  | 73 |                                |    | 70,118  | 34 |
| Balance of previous year       | .. | 99,367  | 65 | Balance on December 31, 1927   | .. | 73,833  | 4  |
|                                |    | 143,951 | 38 |                                |    | 143,951 | 38 |

## Statement of Assets and Liabilities on December 31, 1927.

| LIABILITIES.              |    | Rs.    | c. | ASSETS.                              |    | Rs.    | c. |
|---------------------------|----|--------|----|--------------------------------------|----|--------|----|
| Payment order outstanding | .. | 15     | 50 | Cash in hand                         | .. | 39     | 75 |
| Balance surplus           | .. | 73,833 | 4  | Cash in Kacheheri                    | .. | 4,808  | 79 |
|                           |    | 73,848 | 54 | Cash in fixed deposit in Hatton Bank | .. | 69,000 | 0  |
|                           |    |        |    |                                      |    | 73,848 | 54 |

R. H. WHITEHORN,  
Deputy Chairman.

## SANITARY BOARD, UVA.

## Statement of Revenue and Expenditure of the Sanitary Board, Uva, 1927.

| REVENUE.                   |    | Rs.    | c. | EXPENDITURE.               |    | Rs.    | c. |
|----------------------------|----|--------|----|----------------------------|----|--------|----|
| Taxes                      | .. | 4,595  | 10 | Administration             | .. | 1,845  | 79 |
| Licences                   | .. | 2,291  | 50 | Revenue services           | .. | 274    | 61 |
| Rents and fees             | .. | 1,117  | 75 | Sanitation                 | .. | 2,287  | 10 |
| Fines                      | .. | 37     | 0  | Street lighting            | .. | 507    | 50 |
| Interest on deposits       | .. | 901    | 60 | Public works               | .. | 2,475  | 53 |
| Miscellaneous              | .. | 303    | 80 | Miscellaneous              | .. | 101    | 85 |
| Security, &c.              | .. | 5,177  | 98 | Refund of security, &c.    | .. | 819    | 98 |
|                            |    | 14,424 | 73 |                            |    | 8,312  | 36 |
| Balance on January 1, 1927 | .. | 35,431 | 61 | Balance on January 1, 1928 | .. | 41,543 | 98 |
|                            |    | 49,856 | 34 |                            |    | 49,856 | 34 |

## PASSARA.

| REVENUE.                   |    | Rs.    | c. | EXPENDITURE.               |    | Rs.    | c. |
|----------------------------|----|--------|----|----------------------------|----|--------|----|
| Taxes                      | .. | 3,251  | 67 | Interest and sinking fund  | .. | 572    | 0  |
| Licences                   | .. | 1,030  | 50 | Administration             | .. | 773    | 10 |
| Rents and fees             | .. | 676    | 48 | Revenue services           | .. | 205    | 85 |
| Fines                      | .. | 35     | 50 | Sanitation                 | .. | 1,697  | 12 |
| Miscellaneous              | .. | 191    | 35 | Street lighting            | .. | 235    | 0  |
| Security, &c.              | .. | 745    | 9  | Public works               | .. | 1,613  | 62 |
|                            |    | 5,930  | 59 | Miscellaneous              | .. | 66     | 55 |
|                            |    | 6,119  | 3  | Refunds of security, &c.   | .. | 25     | 75 |
|                            |    | 12,049 | 62 |                            |    | 5,414  | 99 |
| Balance on January 1, 1927 | .. |        |    | Balance on January 1, 1928 | .. | 6,634  | 63 |
|                            |    |        |    |                            |    | 12,049 | 62 |

## HALDUMMULLA.

| REVENUE.                   |    | Rs.   | c. | EXPENDITURE.            |    | Rs.   | c. |
|----------------------------|----|-------|----|-------------------------|----|-------|----|
| Taxes                      | .. | 1,239 | 25 | Administration          | .. | 70    | 0  |
| Licences                   | .. | 171   | 0  | Revenue services        | .. | 86    | 54 |
| Rents and fees             | .. | 20    | 0  | Sanitation              | .. | 545   | 75 |
| Fines                      | .. | 5     | 0  | Public works            | .. | 80    | 0  |
| Miscellaneous              | .. | 47    | 20 | Miscellaneous           | .. | 12    | 80 |
| Security, &c.              | .. | 73    | 86 | Refund of security, &c. | .. | 82    | 70 |
|                            |    | 1,556 | 31 |                         |    | 877   | 79 |
| Balance on January 1, 1927 | .. | 1,542 | 34 |                         |    | 2,000 | 86 |
|                            |    | 3,098 | 65 |                         |    | 3,098 | 65 |

## LUNUGALA.

| REVENUE.                   |    | Rs.   | c. | EXPENDITURE.               |    | Rs.   | c. |
|----------------------------|----|-------|----|----------------------------|----|-------|----|
| Taxes                      | .. | 2,014 | 48 | Interest and sinking fund  | .. | 405   | 8  |
| Licences                   | .. | 532   | 0  | Administration             | .. | 80    | 20 |
| Rents and fees             | .. | 131   | 0  | Revenue services           | .. | 1,486 | 63 |
| Fines                      | .. | —     | —  | Sanitation                 | .. | 518   | 70 |
| Miscellaneous              | .. | 88    | 77 | Public works               | .. | 29    | 45 |
| Security, &c.              | .. | 79    | 77 | Miscellaneous              | .. | 101   | 77 |
|                            |    |       |    | Refund of security, &c.    | .. |       |    |
|                            |    |       |    |                            |    | 2,730 | 32 |
| Balance on January 1, 1927 | .. | 2,816 | 3  | Balance on January 1, 1928 | .. | 1,675 | 81 |
|                            |    | 1,590 | 10 |                            |    | 4,406 | 13 |
|                            |    | 4,406 | 13 |                            |    |       |    |

## WELIMADA.

| REVENUE.                   |    | Rs.   | c. | EXPENDITURE.               |    | Rs.   | c. |
|----------------------------|----|-------|----|----------------------------|----|-------|----|
| Taxes                      | .. | 1,916 | 97 | Administration             | .. | 72    | 50 |
| Licences                   | .. | 913   | 50 | Revenue services           | .. | 121   | 85 |
| Rents and fees             | .. | 170   | 25 | Sanitation                 | .. | 921   | 16 |
| Fines                      | .. | 7     | 50 | Public works               | .. | 705   | 85 |
| Miscellaneous              | .. | 57    | 75 | Miscellaneous              | .. | 53    | 47 |
| Security, &c.              | .. | 1,520 | 0  | Refund of security, &c.    | .. | 67    | 0  |
|                            |    |       |    |                            |    | 1,941 | 69 |
| Balance on January 1, 1927 | .. | 4,584 | 97 | Balance on January 1, 1928 | .. | 4,408 | 43 |
|                            |    | 1,765 | 9  |                            |    | 6,350 | 6  |
|                            |    | 6,350 | 6  |                            |    |       |    |

## KOSLANDA.

| REVENUE.                   |    | Rs.    | c. | EXPENDITURE.               |    | Rs.    | c. |
|----------------------------|----|--------|----|----------------------------|----|--------|----|
| Taxes                      | .. | 3,210  | 84 | Interest and sinking fund  | .. | 220    | 0  |
| Licences                   | .. | 1,329  | 0  | Administration             | .. | 489    | 67 |
| Rents and fees             | .. | 25     | 0  | Revenue services           | .. | 150    | 29 |
| Fines                      | .. | 27     | 50 | Sanitation                 | .. | 1,269  | 0  |
| Miscellaneous              | .. | 61     | 73 | Public works               | .. | 1,355  | 30 |
| Security, &c.              | .. | 245    | 47 | Miscellaneous              | .. | 26     | 55 |
|                            |    |        |    | Refund of security, &c.    | .. | 257    | 96 |
|                            |    |        |    |                            |    | 3,752  | 77 |
| Balance on January 1, 1927 | .. | 4,899  | 54 | Balance on January 1, 1928 | .. | 6,480  | 90 |
|                            |    | 5,334  | 13 |                            |    | 10,233 | 67 |
|                            |    | 10,233 | 67 |                            |    |        |    |

## Statement of Grant received from Government in lieu of Poll Tax for 1927 and included under Taxes.

|             | Rs. | c. |          | Rs. | c. |
|-------------|-----|----|----------|-----|----|
| Haputale    | 871 | 20 | Passara  | 765 | 0  |
| Haldummulla | 482 | 60 | Lunugala | 441 | 90 |
| Wellimada   | 214 | 20 | Koslanda | 486 | 90 |

## Statement of Arrears of Sanitary and Water Rates on December 31, 1927.

| Name of Town. | Sanitary Rate | Balance on         | Water Rate    | Balance on         |
|---------------|---------------|--------------------|---------------|--------------------|
|               | due for 1927. | December 31, 1927. | due for 1927. | December 31, 1927. |
|               | Rs.           | Rs.                | Rs.           | Rs.                |
|               | c.            | c.                 | c.            | c.                 |
| Haputale      | 1,458         | 354                | —             | —                  |
| Haldummulla   | 509           | 127                | —             | —                  |
| Wellimada     | 585           | 148                | 391           | 97                 |
| Passara       | 697           | 181                | 1,035         | 269                |
| Lunugala      | 641           | 166                | 641           | 156                |
| Koslanda      | 778           | 194                | 278           | 69                 |

Sanitary Board Office.  
Badulla, January 19, 1928.

H. W. COMBERSON,  
Chairman.



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. 3,969.

(2) Date of Receipt: September 16, 1927.

(3) Applicant (Proprietor of the Trade Mark): ELIZABETH JANE DUFF, DANIEL DUFF, and LESLIE GEORGE COCKHEAD, trading as "PEARCE, DUFF AND COMPANY," 126, Spa Road, Bermondsey, London S.E., 16, England; Manufacturers.

(4) Address for service in the Island: F. J. & G. de Saram, Colombo.

(5) Class: Forty-two.

(6) Goods: Baking powder, egg powder, custard powder, Blanc-mange powder, bun and cake powder, curry powder, jelly tablets, jelly crystals, table jellies, crystallized jelly fruits, crystallized fruits, dried fruits, rolled oats, sponge mixture, pudding mixture, soup, flavouring essences, culinary herbs, ground rice, gravy salt, flaked rice, lemonade crystals, fruit crystals, condensed milk, Chocolate, Choc late confectionery, and potted meats.

(7) Representation of the Trade Mark:



Registrar-General's Office,  
Colombo, January 25, 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 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. 3,991.

(2) Date of Receipt: October 6, 1927.

(3) Applicant (Proprietor of the Trade Mark): CARL INGENOHL, trading as "THE ORIENT TOBACCO MANUFACTORY, C. INGENOHL in Hong Kong," of 40, Rempart Kipdorp, Antwerp, Belgium; Manufacturer.

(4) Address for service in the Island: Julius & Creasy, Colombo.

(5) Class: Forty-five.

(6) Goods: Cigars.

(7) Representation of the Trade Mark:



Registrar-General's Office,  
Colombo, January 25, 1928.

C. COOMARASWAMY,  
Registrar of Trade Marks.

## GOVERNMENT NOTIFICATIONS.

(Continued from page 303)

"THE REVENUE COLLECTION ORDINANCE, 1925."

J 758/26,

REGULATION made by His Excellency the Governor in Executive Council, under section 3(1) of the provisions of the above-named Ordinance, for the Municipal limits of Colombo.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

Colonial Secretary's Office,  
Colombo, January 27, 1928.

### REGULATION REFERRED TO.

The revenue required or authorized to be paid on licences issued by the Municipal Council of Colombo, under the provisions of the Motor Car Ordinance, 1927, shall be paid or collected in money.

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

C 133/27

*The Constituency of the Commercial Electorate.*

**N**OTICE is hereby given that Mr. Maurice John Cary, Retired Merchant, Colombo, has been duly elected as Member of the Legislative Council for the above-named Constituency.

Colonial Secretary's Office,  
Colombo, January 25, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.

## "THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897."

M 535/27

**W**HEREAS by a declaration dated January 18, 1928, the proper authority, to wit, the Chairman, Municipal Council, Kandy, declared that the area described in the schedule hereto shall be a "diseased locality" within the meaning of "The Quarantine and Prevention of Diseases Ordinance, 1897," and the regulations made thereunder:

Now know Ye that We, the Governor in Executive Council, do hereby confirm the said declaration dated January 18, 1928, in accordance with the regulations made under the Quarantine and Prevention of Diseases Ordinance, 1897, and published in the *Supplement to the Government Gazette* No. 7,481 of August 28, 1925, and do hereby declare that the area described in the schedule hereto shall, until further notice, be a "diseased locality" for the purposes and within the meaning of the said Ordinance and the regulations made thereunder.

Colonial Secretary's Office,  
Colombo, January 27, 1928.

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

## SCHEDULE.

The area within the Municipal limits of Kandy bounded as follows:—

North by a line drawn from the northern boundary of premises No. 283, Katugastota road, at right angles to such road westwards to the Kandy-Matale Railway line and eastwards to a distance of 100 yards from the centre of Trincomalee street, east by a line drawn at a distance of 100 yards from the centre of Trincomalee street on the eastern side of such street, west by the Kandy-Matale Railway line, and south by Hill street.

## "THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897." •

M 535/27

**W**HEREAS by a declaration dated November 30, 1927, the proper authority, to wit, the Chairman, Municipal Council, Kandy, declared that the area described in the schedule hereto annexed should be a "diseased locality" within the meaning of "The Quarantine and Prevention of Diseases Ordinance, 1897," and the regulations made thereunder:

And whereas in accordance with the regulations framed under the said Ordinance and published in the *Government Gazette* No. 7,481 dated August 28, 1925, We, the Governor in Executive Council, did, by a Notification dated December 7, 1927, and published in *Government Gazette* No. 7,619 dated December 9, 1927, confirm the declaration of the Chairman, Municipal Council, Kandy, dated November 30, 1927, and did further declare that the area described in the schedule hereto annexed should be a "diseased locality" for the purposes and within the meaning of "The Quarantine and Prevention of Diseases Ordinance, 1897," and the rules framed thereunder, until further notice:

Now know Ye that We, the Governor, in Executive Council, in terms and in pursuance of our Notification aforesaid, do hereby further notify that the area described in the schedule hereto annexed has ceased to be a "diseased locality" for the purposes and within the meaning of "The Quarantine and Prevention of Diseases Ordinance, 1897," and the rules made thereunder as from January 27, 1928.

Colonial Secretary's Office,  
Colombo, January 27, 1928.

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

## SCHEDULE.

The area on Peradeniya road lying between houses Nos. 558 and 721 on the north, and Nos. 387 and 525 on the south, to a depth of 250 yards to the north and 100 yards to the south of the said road.