

THE CEYLON GOVERNMENT GAZETTE

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Published by Authority.

PART I.—GENERAL.

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

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COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 58 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments, with effect from January 27, 1928 :—

Mr. L. M. D. DE SILVA, Acting Deputy Solicitor-General, to act as Solicitor-General, Visitor of the Prisons in the Western Province, and a Commissioner of the Loan Board, during the absence of Mr. S. OBEYSEKERE, or until further orders.

Mr. VERNON GRENIER to act as Deputy Solicitor-General during the employment of Mr. L. M. D. DE SILVA as Acting Solicitor-General, or until further orders.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 30, 1928. Colonial Secretary.

No. 59 of 1928.

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

Mr. J. D. BROWN to the office of Government Agent, Northern Province; Fiscal, Northern Province; Collector of Customs for the Northern Province and Receiver of Wrecks for the District of Jaffna; Master-Attendant for the several ports in the Northern Province; Authority under the Petroleum Ordinance for the Northern Province; a Visitor of the Prison at Jaffna and Member of the Board of Health, Northern Province; and Official Visitor to the Mandapam Camp, with effect from January 31, 1928, until further orders.

Mr. R. DE A. SAMARAKOON to be Office Assistant to the Controller of Revenue, with effect from February 1, 1928, until further orders.

Mr. J. A. MULHALL to act, in addition to his other duties, as Government Recordkeeper, from January 26, 1928, during the absence of Mr. K. SOMASUNTHARAM, or until the resumption of duties by that officer.

Mr. C. J. A. MARSHALL to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Avissawella, during the absence of Mr. B. L. DE SILVA, on February 2, 1928.

Mr. H. JAYATILAKA to act as Commissioner of Requests and Police Magistrate, Panadure during the absence of Mr. S. P. WIKRAMASINHA, on February 4, 1928, until the resumption of duties by that officer.

Mr. W. E. DIAS WANIGASEKERA to be Additional Commissioner of Requests and Police Magistrate, Matale and Dumbara, on February 3, 1928.

Mr. W. S. STRONG to act as Commissioner of Requests and Police Magistrate, Puttalam, and Additional District Judge, Puttalam, on January 29 and 30, 1928, during the absence of Mr. N. MOONESINGHE, or until the resumption of duties by that officer.

Mr. H. W. E. DIAS WANIGASEKERA to be Additional Commissioner of Requests, Matale, on February 4, 1928.

Mr. M. A. PERERA to act as Police Magistrate, Kandy, and Municipal Magistrate, Kandy, on January 28, 1928.

Mr. G. P. KEUNEMAN to be Additional Police Magistrate, Matara, on February 8, 1928.

Mr. H. A. BURDEN to be Controller of Indian Immigrant Labour, in addition to his own duties, with effect from January 19, 1928, until further orders.

Captain E. C. STUBBS, R.N. (Retired), Master Attendant, Colombo and Galle, to be, in addition to his own duties, Pilot in terms of section 5 of Ordinance No. 4 of 1899.

Mr. E. G. M. LOCKHART, Excise Inspector, Kandy, to act as Assistant Superintendent of Excise, Kandy, with effect from January 24, 1928, until the resumption of duties by Mr. T. V. SARAVANAMUTTU.

Mr. G. J. PICKTHALL to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Dumbara, during the absence of Mr. F. T. WRIGHT from the Island.

Mr. V. W. BIRKBECK to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Badulla-Haldummulla, during the absence of Mr. L. B. GOURLAY from the Island.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 3, 1928. Colonial Secretary.

No. 60 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to post Lieutenant JAMES MORRISON CALDWELL, M.C., of the Ceylon Light Infantry, to the Reserve of his Unit, with effect from January 23, 1928.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 27, 1928. Colonial Secretary.

No. 61 of 1928.

HEADS of Departments are hereby authorized to accept the signature of Captain and Quartermaster E. FULCHER, on behalf of the Staff Officer and Paymaster, Ceylon Defence Force, during the absence of Captain I. A. BROWN, on leave, or until further orders.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 2, 1928. Colonial Secretary.

No. 62 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 18 (5) of Ordinance No. 1 of 1920, to renominate the Hon. Mr. E. R. TAMBIMUTTU and Mr. M. C. ABDUL CADER to be Members of the Education District Committee for the Revenue District of Batticaloa including the Local Board area.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 2, 1928. Colonial Secretary.

No. 63 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 23 of Ordinance No. 10 of 1961, to appoint Messrs. A. E. DE S. RAJAPAKSA, Gate Mudaliyar, and J. M. MACÉWAN to be Additional Members of the District Road Committees of Colombo and Kalutara, respectively, for the years 1928, 1929, and 1930.

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

No. 64 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 11 (2) of Ordinance No. 11 of 1920, to nominate Dr. C. L. S. FERDINANDS to be a Member of the Matale Urban District Council, in place of Dr. D. S. M. E. PERERA, transferred.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 30, 1928. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. SENKONDA-ARACHCHIGE DON ABRAHAM ABEYSIRIWARDENA to act as Additional Registrar of Lands, Matara District, for thirty days from February 1, 1928, *vice* Mr. H. S. JAYAKURU, transferred.

Mr. WIJEMUNI DUBILIUS DE ZOYSA to act as Registrar of Lands, Badulla, for eight days from January 26, 1928, during the absence of the Registrar, Mr. G. G. E. R. DE SILVA, on leave.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 28, 1928. Registrar-General.

IT is hereby notified that I have appointed Dr. LIONEL CHRISTOPHER WIJESINGHE as Deputy Medical Registrar of Births and Deaths of Division No. 1 of Colombo Municipality consisting of the Fort and Galle Face Ward in Colombo town, in the Colombo District of the Western Province, with effect from January 26, 1928, *vice* Dr. ISSAC THIAGARAJAH KUNARATNAM, transferred. His office will be at No. 1/10, First Floor, the Gaffoor building, Main street, Fort, Colombo.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 26, 1928. Registrar-General.

IT is hereby notified that I have appointed MAHA-ARAMBE DUGGANARALLE MUTU BANDA to act as Registrar of Births and Deaths and of Marriages (Kandy and General) of Tumpane No. 3 Division, in the Kandy District of the Central Province, for twenty-nine days, with effect from February 1, 1928, *vice* WEERASEKERA MUDIYANSELAGE DINGIRI BANDA, resigned. His office will be at Mulgedara in Kituldora.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 31, 1928. Registrar-General.

IT is hereby notified that I have appointed HERAT MUDIYANSELAGE LOKU BANDA HERAT (provisionally) as Registrar of Births and Deaths and of Marriages (Kandy and General) of Udu Nuwara No. 3 Division, in the Kandy District of the Central Province, with effect from February 1, 1928, *vice* HERAT MUDIYANSELAGE TIKIRI BANDA, resigned. His office will be at Kumbaldeniya-watta in Ambanwala.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 31, 1928. Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed RAJAKARUNAMOHOTTIAPPUHAMILLAGE DON RUWITHAN RAJAKARUNA to act as Registrar of Births and Deaths of Megodapatha division, and of Marriages (General) of Udugaha pattu of Siyane korale east division, in the Colombo District of the Western Province, for five days from January 12, 1928, during the absence of the Registrar, DON CARTHELIS WANIGASUNDARA, on leave. His office will be at Nugagahawatta in Urapola.

The Additional Assistant Provincial Registrar, Colombo, has appointed HANDAPANGODAMUDALIGE DON CHARLES JAYAWARDANA to act as Registrar of Births and Deaths of Hanwella division, and of Marriages (General) of Meda pattu of Hewagam korale division, in the Colombo District of the Western Province, for thirteen days from January 13, 1928, during the absence of the Registrar, DON CORNELIS RUPASINHA JAYAWARDANA on sick leave. His office will be at Rukhenlanda in Jaltara.

The Additional Assistant Provincial Registrar, Colombo, has appointed PASKUWALGE DON SIMON PETER WICKRAMASINHA to act as Registrar of Births and Deaths of Andiambalama division, and of Marriages (General) of Dasiya pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for thirty days from January 17, 1928, *vice* Registrar, PASKUWALGE DON JAMES WICKRAMASINGHE, resigned. His office will be at Beligahawatta in Mukalangomuwa, and additional office at Kekunagahawatta in Andiambalama.

The Additional Assistant Provincial Registrar, Colombo, has appointed RAJAKARUNAMOHOTTIAPPUHAMILLAGE DON RUWITHAN RAJAKARUNA to act as Registrar of Births and Deaths of Megodapatha division, and of Marriages (General) of Udugaha pattu of Siyane korale east division, in the Colombo District of the Western Province, for ten days from January 17, 1928, during the absence of the Registrar, DON CARTHELIS WANIGASUNDERA, on leave. His office will be at Nugagahawatta in Urapola.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON WILLIAM SENANAYAKA to act as Registrar of Births and Deaths of Yatigaha North division, and of Marriages (General) of Yatigaha pattu of Hapitigam korale division, in the Colombo District of the Western Province, for two days from January 27, 1928, during the absence of the Registrar, SENANAYAKA APPUHAMILLAGE DON YAHAPANIS, on leave. His office will be at Polhitawapuwatta in Kudagammana; station at Kinagahawatta in Wattermulla.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON HENRY PATHMAPERUMA to act as Registrar of Births and Deaths of Waga division, and of

Marriages (General) of Meda pattu of Hewagam korale division, in the Colombo District of the Western Province, on January 27, 1928, during the absence of the Registrar, DON ARON PATHMAPERUMA, on leave. His office will be at Bogahawatta in Galagedera.

The Additional Assistant Provincial Registrar, Colombo, has appointed DR. DON JAMES HECTOR FERDINANDS to act as Registrar of Births and Deaths of Slave Island and Kollupitiya division, in the Colombo District of the Western Province, for eight days from January 29, 1928, during the absence of the Registrar, DR. ADOLPHUS SIMON PETER FERNANDO, on leave. His office will be at No. 4/24, Rifle street, Slave Island, Colombo.

The Additional Assistant Provincial Registrar, Colombo, has appointed AMARATUNGA ACHCHIMADDUMAGE DON ELIAS to act as Registrar of Births and Deaths of Kahatuwa division, and of Marriages (General) of Udugaha pattu of Salpiti korale division, in the Colombo, District of the Western Province, for twelve days from February 4, 1928, during the absence of the Registrar, BELLANTUDA ACHCHIGE DON BASTIAN, on leave. His office will be at Gammeddawatta in Kahatuwa; additional office at Elibesewatta in Jamburaliya.

The Additional Assistant Provincial Registrar, Colombo, has appointed SENARATNA MUDALIGE DON SIMON SENARATNA to act as Registrar of Births and Deaths of Radawana and Mandawala divisions, and of Marriages (General) of Gangaboda pattu of Siyane korale east division, in the Colombo District of the Western Province, for three days from February 8, 1928, during the absence of the Registrar, DANAGALA-ATUKORALLAGE DON MENIS SAMARAWERA, on leave. His office will be at Madugahawatta in Kannimaha.

The Additional Assistant Provincial Registrar, Kalutara, has appointed HETTIARACHCHIGE DON BRAMPY JAYASEKERA to act as Registrar of Births and Deaths of Horawala division, and of Marriages (General) of Iddagoda pattu division, in the Kalutara District of the Western Province, for five days from January 25, 1928, during the absence of the Registrar, HETTIARACHCHIGE DON DIAS JAYASEKERA, on leave. His offices will be at Appuhamiakanattawatta, in Nauttuduwa and Gorakagahawatta *alias* Owitigala Walauwewatta in Owitigala.

The Assistant Provincial Registrar, Galle, has appointed DODAMPEGAMAGEI DON DINES DE SILVA to act as Registrar of Births and Deaths of Kottawa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for fifteen days from January 18, 1928, *vice* Registrar, WITANAWASAN JEEERIS DE SILVA, suspended. His office will be at Talagahawatta in Tellambure.

The Additional Assistant Provincial Registrar, Galle, has appointed MAWANANEHEWA JOHN CYRIL DE SILVA to act as Registrar of Births and Deaths of Batapola division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on January 26, 1928, during the absence of the Registrar, MAWANANEHEWA JOHN DE SILVA, on leave. His office will be at Maralagodawatta in Batapola.

The Additional Assistant Provincial Registrar, Galle, has appointed DON ANDRAYAS RUBASINHA GUNAWARDENA to act as Registrar of Births and Deaths of Neluwa division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for seven days from January 30, 1928, during the absence of the Registrar, DON JAMES RUBASINHA GUNAWARDENA, on leave. His office will be at Okandewatta at Batuwangala.

The Assistant Provincial Registrar, Matara, has appointed DON JOHANIS ABEYAGUNARATNA to act as Registrar of Births and Deaths of Telijawila division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for ten days from January 23, 1928, during the absence of the Registrar, DON CAROLIS PALIHAWADANA, on leave. His office will be at Kapparagehena in Malimbada.

The Assistant Provincial Registrar, Matara, has appointed DON JAMES RANATUNGA to act as Registrar of Births and Deaths of Tihagoda division, and of Marriages (General) of

Gangaboda pattu division, in the Matara District of the Southern Province, for eight days from January 23, 1928, during the absence of the Registrar, FRANCIS WICKRAMARATNA SIRIWARDENA, on leave. His office will be at Bajjamagewatta in Naimbala.

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, on January 23, 1928, during the absence of the Registrar, DIAS MARTIN WANIGASEKARA, on leave. His office will be at Godawekandewatta in Kamburupitiya.

The Assistant Provincial Registrar, Matara, has appointed TALPAWILA VIDANA KANKANAMGE DANTIS KUMARAPPERUMA to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for four days from January 24, 1928, during the absence of the Registrar, TALPAWILA VIDANA KANKANAMGE HENDRICK DIAS, on leave. His office will be at Mahapadiliyawatta in Dikwella.

The Assistant Provincial Registrar, Matara, has appointed DAYANOLIS WILLIAM SEPALA RATNAYAKA to act as Registrar of Births and Deaths of Bengamuwa division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for three days from January 25, 1928, during the absence of the Registrar, ROBERT WILLIAM SEPALA RATNAYAKA, on leave. His office will be at Walauwewatta in Bengamuwa.

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 ten days from January 26, 1928, during the absence of the Registrar, DIAS MARTIN WANIGASEKARA, on leave. His office will be at Godawekandewatta in Kamburupitiya.

The Assistant Provincial Registrar, Hambantota, has appointed WANNIGAMAGE DON NIKULAS to act as Registrar of Births and Deaths of Wewugam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from January 26, 1928, during the absence of the Registrar, DON DISANIS KULATUNGA, on leave. His office will be at Puchi Walawwewatta in Dabarella.

The Assistant Provincial Registrar, Mannar, has appointed SAVIRI MIKKEL KOONA to act as Registrar of Births and Deaths of Mannar Island No. 3 Division, and of Marriages (General) of Mannar Island division, in the Mannar District of the Northern Province, for thirty days from January 20, 1928, during the absence of the Registrar, SANTIAGO BERNARD ALPHONSO, on leave. His office will be at the Registrarvalavu in Talaimannar.

The Assistant Provincial Registrar, Batticaloa, has appointed PALIPODY VYRAMUTTU to act as Registrar of Births and Deaths of Karavaku pattu north No. 2 Division, and of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, for thirty days from January 25, 1928, during the absence of the Registrar, SETHUPATHIPILLAI POOPALAPILLAI, on leave. His office will be at Panderuppu; station: Nainpaddimunai.

The Assistant Provincial Registrar, Batticaloa, has appointed EDMUND WALTER DAVID SOMANADER to act as Registrar of Marriages (General) of Mannunai pattu north division, in the Batticaloa District of the Eastern Province, for five days from January 26, 1928, during the absence of the Registrar, SAMITHAMBY GEORGE THAMBY RAJAR, on leave. His office will be at the Provincial Registrar's Office, Batticaloa; station: Field House, Batticaloa.

The Assistant Provincial Registrar, Trincomalee, has appointed SILAMPURALA UKKU BANDA to act as Registrar of Births and Deaths of Kaddukkulam South Division, and of Marriages (General) of Kaddukkulam pattu west division, in the Trincomalee District of the Eastern Province, for six days from January 26, 1928, during the absence of the Registrar, DINGIRALA SILAMPURALA, on leave. His office will be at Comarasankadawela.

The Assistant Provincial Registrar, Trincomalee, has appointed IRAMANATHAPILLAI SABAPATHYPILLAI to act as Registrar of Births and Deaths of Tamblegam West division, and of Marriages (General) of Tamblegam pattu division, in the Trincomalee District of the Eastern Province, for twelve days from January 30, 1928, during the absence of the Registrar, SUBRAMANIAM KALIAPPU, on leave. His office will be at Paddimedu.

The Assistant Provincial Registrar, Badulla, has appointed DENIPITTYE IHALAGAMAGET JUWANIS APPUHAMY to act as Registrar of Births and Deaths of Wellawaya division, and of Marriages (General) of Wellawaya division, in the Badulla District of the Province of Uva, for thirty days from January 21, 1928, during the absence of the Registrar, BALASURIYAGE DON SIMON DHARMAPALA, on leave. His office will be at Weliare.

The Assistant Provincial Registrar, Badulla, has appointed RATERALAMUDIYANSELAGE BANDA to act as Registrar of Births and Deaths of Buttala Wedirata division, and of Marriages (General) of Buttala division, in the Badulla District of the Province of Uva, for thirty days from January 28 1928, during the absence of the Registrar, GAMAGEDERA GANETIRALA, on leave. His office will be at Lollegama, with an additional office at Muppane from 8th to 10th and 22nd to 24th of every month.

The Assistant Provincial Registrar, Kegalla, has appointed BAWALGAHARALLAGE PUNCHIBANDA to act as Registrar of Births and Deaths of Maha palata division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for thirty days from January 20, 1928, during the absence

of the Registrar, RATNAYAKA MUDIYANSELAGE PUNCHI-APPUHAMY, on leave. His office will be at Mohottallegawatta in Hakurugammana.

The Assistant Provincial Registrar, Kegalla, has appointed WICKRAMASINHA MUDIYANSELAGE PUNCHI-BANDA to act as Registrar of Births and Deaths of Kiraweli pattuwa west division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for four days from January 27, 1928, during the absence of the Registrar, WICKRAMASINHA MUDIYANSELAGE MUDIYANSE, on leave. His office will be at Hitinawatta in Kukulpona.

The Assistant Provincial Registrar, Kegalla, has appointed BASNAYAKA ARACHCHILLAGE APPUHAMI to act as Registrar of Births and Deaths of Walgam pattuwa division, and of Marriages (General) of Galboda and Knigoda korales division, in the Kegalla District of the Province of Sabaragamuwa, for thirty days from February 1, 1928, during the absence of the Registrar, SENEVIRATNA WASALA TENNAKON MUDIYANSE RALAHAMILLAGE MEDDUMABANDA, on leave. His office will be at Nagahagodawatta in Miduma.

The Assistant Provincial Registrar, Kegalla, has appointed MUDIYANSELAGE TIKIRIBANDA to act as Registrar, of Births and Deaths of Kandupita pattuwa outh division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for fifteen days from February 2, 1928, during the absence of the Registrar, MUDIYANSELAGE UKKUBANDA, on leave. His office will be at Pahalawatta *alias* Hitinawatta in Alawatura.

Registrar-General's Office,
Colombo, January 31, 1928.

C. COOMARASWAMY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

"THE STAMP ORDINANCE, 1909."

F 12/28

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 Ordinance on the conditions set out in section 5 aforesaid, sub-sections 1 (c) (ii.), (iii.), and (iv.).

Colonial Secretary's Office,
Colombo, January 28, 1928.

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

COMPANY REFERRED TO.

The Wagolla Estates, Limited.

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

U 315/26

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

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

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

SCHEDULE.

Moratuwva.

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

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

U 410/27

REGULATIONS made by the Sanitary Board of Province of Uva for the towns of Haputale, Passara, Koslanda, Lunugala, Welimada, and Haldummulla, under section 9 E (2) (g) of the Small Towns Sanitary Ordinance, 1892, and approved by His Excellency the Governor in Executive Council.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 28, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

REGULATIONS.

1. Water shall not be drawn from the public stand pipes otherwise than into a vessel or receptacle.
2. The public stand pipes shall not be used for the purposes of bathing or washing of persons or animals, or clothes or any other thing.
3. No contrivance of any kind whatever shall be used for fixing the handle of the stand pipes in order to secure a continuous flow of water.
4. No person shall lay or have any communication or service pipes for the conveyance of water from any of the mains or branches into any house, land, or premises without the sanction or leave of the Chairman, Sanitary Board, Uva, nor shall any such pipes be laid, except by the employees of the Board, nor until the Board shall have approved the point or place at or through which the same shall be laid.
5. If any person shall, contrary to the provisions of the preceding by-law, lay or have any such communication or service pipes, it shall be lawful for the Chairman of the Sanitary Board to direct and order the same to be removed.
6. No person drawing water shall allow water from any cistern, stand post, hydrant, pipe, valve, or stop cock to run to waste, but shall use all ordinary measures to stop the wasteful flow of water.
7. No person shall do anything whereby the water in any stand post, cistern, pipe, or vessel belonging to the Board shall be any degree polluted, fouled, or corrupted, or shall in any way tamper with or interfere with the water in such stand posts, cisterns, pipes, or vessels.
8. No person shall bathe or wash any part of his or her body, or any clothes, or any animals, or any articles of whatever description at the stand posts, fountains, cisterns, pipes, or vessels belonging to the Board, erected and built, or to be hereafter erected or built in the public streets, thoroughfares, and other places within the said Sanitary Boards.

"THE IRRIGATION ORDINANCE, NO. 45 OF 1917."

I 64/27

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased, under the provisions of section 45 of "The Irrigation Ordinance, No. 45 of 1917," to sanction the under-mentioned irrigation scheme passed at a meeting held on September 17, 1927, by the proprietors of lands within the irrigable area of the Akattimurippu Scheme.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 28, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

SCHEME REFERRED TO.

(a) That in consideration of the construction of the Akattimurippu Scheme and its maintenance which shall henceforth be undertaken by Government, the proprietors agree to pay, from the date of completion of the said scheme, an irrigation rate in perpetuity which shall be Rs. 2 per acre per annum for 10 years, and which shall thereafter be variable periodically in amount by His Excellency the Governor, but which, at the maximum, shall never exceed the average annual cost of maintenance per acre (arrived at in manner provided in section 50 (2) of Ordinance No. 45 of 1917), together with a sum per acre per annum which shall be arrived at by dividing the total amount of interest computed at 5 per centum on half the capital cost between all the acres which are declared by the Director of Irrigation to be irrigable under the said scheme; and

(b) For the purpose of the preceding, the term "capital cost" shall be deemed to include all expenditure whether incurred already or to be incurred in the future on the construction or improvement of the aforesaid scheme.

"THE DOG REGISTRATION ORDINANCE, 1901."

U 361/27

BY-LAWS made by the Sanitary Board of the Kandy District, Central Province, under section 5 of "The Dog Registration Ordinance, 1901," for the Sanitary Board towns of Wategama, Pussellawa, Norwood, Bogawantalawa, Maskeliya, Kadugannawa, Teldeniya, Mailapitiya, Galaha, Huluganga, Ulapane, and Panwila, which have been brought under the operation of the said Ordinance by Proclamation dated December 7, 1925, published in *Government Gazette* No. 7,503 of December 11, 1925.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 30, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAWS REFERRED TO.

1. A registration fee of 25 cents for each dog and Re. 1.50 for each bitch shall be paid per annum on all dogs kept within the Sanitary Board limits of the Kandy District.
2. Such registration fee shall be due on and after July 1, and shall be paid in advance before August 1 in each year.
3. To facilitate the recovery of such registration fee, the occupier of every house within the town shall on or before June 1, in each year, furnish to an officer authorized by the Chairman, Sanitary Board of the Kandy District, to demand the same a list in the form in schedule annexed, of dog or dogs kept in such house and of the owners thereof.
4. On payment of the registration fee on any dog the Chairman, Sanitary Board of the Kandy District, shall, unless the owner provides his own collar to be stamped, furnish the owner with a stamped collar to be worn by such dog on payment of a fee of 25 cents.

5. Every inhabitant within the Sanitary Board limits of the Kandy District becoming possessed of any dog or dogs after furnishing of the list referred to in by-law 3 shall furnish the officer appointed by the Chairman mentioned in the said by-law with an additional list of such dog or dogs within one month after acquiring the same, and the owner of such dog or dogs shall become liable to the registration fee for the current year within 15 days after the list required by this by-law becomes due.

6. It shall be lawful for the Chairman, Sanitary Board of the Kandy District, to require the production of any dog for which registration is applied for before the Sanitary Inspector or the officer appointed by the Chairman and to decline to issue a certificate until it is produced.

7. It shall be lawful for the Chairman, Sanitary Board of the Kandy District, to refuse to issue a certificate of registration or to cancel a certificate already issued for any dog which, in his opinion, is so maimed or diseased as to be unfit to live, or which is habitually ill-treated or continually neglected by its owner.

8. The owner of every dog for which a certificate has been refused or cancelled shall, on being noticed to do so, produce the dog at the house of the officer appointed by the Chairman at a time to be stated in the notice and deliver it to the said officer, and every such dog may be destroyed or otherwise disposed of as the Chairman, Sanitary Board of the Kandy District, shall think fit.

9. The by-laws for the Sanitary Board towns of Wattegama, Norwood, Bogawantalawa, Maskeliya, Kadugannawa, and Pussellawa published by Notification dated March 18, 1903, in *Government Gazette* of March 27, 1903, and the by-laws for the Sanitary Board towns of Galaha, Huluganga, and Mailapitiya published by Notification dated August 22, 1910, in *Government Gazette* of August 26, 1910, are hereby repealed.

Schedule.

No. ———.
No. of House : ———.
Street : ———.
Name of village : ———.
Name of garden : ———.
Householder's name : ———.

No. ———.
Return to be filled up immediately after June 1, 19 —, and returned to the ———
before June 15, 19 —.
House No. ——— Street : ———.
Name of village : ———. Name of garden : ———.
Householder's name : ———.

Number of Dogs.	Number of Dogs.	Description.			Remarks.	Owner's Name.	Date of Payment.
		Breed.	Sex.	Colour.			
1.							On or before July 31 next
2.							
3.							
4.							
5.							

Date of Service : ——— 19 —.

Date of Service : ——— 19 —.

Signature of Householder.

The above-named householder is hereby required to fill up and return the above schedule within one week from this date. Any person neglecting to do so will become liable to a fine of Rs. 20.

(Signed) : ———.

Date : ——— 19 —.

Board of Indian Immigrant Labour.

B 19/28

HIS Excellency the Governor has been pleased, in terms of section 9 of Ordinance No. 1 of 1923, to appoint Mr. H. D. Garrick to be a Member of the Board of Indian Immigrant Labour, *vice* the Hon. Mr. T. L. Villiers.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 1, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

Board of Indian Immigrant Labour.

B 19/28

HIS Excellency the Governor has been pleased, in terms of section 9 (1) and (2) of Ordinance No. 1 of 1923, to appoint the Hon. Mr. T. L. Villiers to be a Member of the Board of Indian Immigrant Labour, *vice* Mr. H. D. Garrick, resigned.

2. The Notification dated December 23, 1927, published in the *Gazette* of January 6, 1928, relating to the Hon. Mr. Villiers, is hereby cancelled.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 1, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

N 32/28

HIS Excellency the Governor has been pleased, in terms of the regulations published in the *Gazette* of November 23, 1923, to grant the Colonial Auxiliary Forces Long Service Medal to Lieutenant-Colonel Thomas Yates Wright, V.D., of the Ceylon Planters' Rifle Corps.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 1, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

T 54/27

HIS Excellency the Governor has been pleased to reappoint the following gentlemen to be Members of the Railway Advisory Board for a period of three years from January 1, 1928 :—

The Colonial Treasurer (Chairman).
 The General Manager of the Railway.
 Sir Edwin Hayward, C.B.E., V.D.
 Mr. S. P. Hayley.
 Mr. J. B. Coles.
 Gate Mudaliyar T. Karalapillai.
 Mr. H. L. de Mel, C.B.E.
 The Hon. Mr. M. J. Cary.
 The Hon. Mr. G. A. H. Wille.
 The Hon. Mr. D. B. Jayatilaka.

The Assistant to the General Manager (General), Secretary.

By His Excellency's command.

Colonial Secretary's Office,
 Colombo, January 31, 1928.

A. G. M. FLETCHER,
 Colonial Secretary.

“THE CEMETERIES AND BURIALS ORDINANCE, 1899.”

U 429/27

NOTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 34 of the Cemeteries and Burials Ordinance, No. 9 of 1899, and on the recommendation of “the proper authority,” to wit, the Government Agent, North-Western Province, has approved of the allotment of land set out in the schedule hereto being provided and used as a burial ground from the date hereof.

By His Excellency's command,

Colonial Secretary's Office,
 Colombo, February 3, 1928.

A. G. M. FLETCHER,
 Colonial Secretary.

SCHEDULE REFERRED TO.

Lot 68 in final village plan No. 1,491:

Name of Land : Nugawelagawahena.

Situation : Bambaragahapelessa village, in Rekkopattu korale of Dambadeni hatpattu of the District of Kurunegala, North-Western Province.

Boundaries : North by lots 45A and 45 in final village plan No. 1,491; east by lot 70 (road) in final village plan No. 1,491; south by lot 70 (road) in final village plan No. 1,491, and the limits of Amunugama village (final village plan No. 1,492); west by the limits of Godawita village (final village plan No. 1,489).

Extent : 1 acre 3 roods and 23 perches.

“THE RUBBER RESTRICTION ORDINANCE, No. 24 OF 1922.”

A 21/28

HIS Excellency the Governor in Executive Council, in exercise of the powers vested in him by section 3 of “The Rubber Restriction Ordinance, No. 24 of 1922,” has been pleased to fix the monthly exportable maximum for the quarter beginning February 1, 1928, at 60 per cent. of the monthly standard production.

By His Excellency's command,

Colonial Secretary's Office,
 Colombo, February 3, 1928.

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.

By His Excellency's command,

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

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.

"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.

WHEREAS 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,

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

A. G. M. FLETCHER,
Colonial Secretary.

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 FLOOD PROTECTION ORDINANCE, NO. 4 OF 1924."

I 96/26

NOTICE 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 VILLAGE COMMUNITIES ORDINANCE, NO. 9 OF 1924."

K 711/27

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

By His Excellency's command,

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

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).

NOTICES CALLING FOR TENDERS.

SCHEDULES of rates are hereby invited for (a) 4 ft. by 4 ft. by 28 ft. culvert on 16th mile, Colombo-Galle road; (b) 2 ft. by 2 ft. by 24 ft. culvert on 19th mile, Colombo-Galle road; (c) 2 ft. by 2 ft. by 24 ft. culvert on 22nd mile, Colombo-Galle road.

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

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

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the District Engineer, Panadure, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (South), Torrington square, Colombo, and the duplicate addressed to the District Engineer, Panadure, endorsed on the outside "Schedule of Rates for Construction of Culverts, Colombo-Galle Road," so as to reach the offices of the foregoing officers on or before 12 noon on Monday, February 20, 1928.

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

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

Public Works Office,
Colombo, February 1, 1928.

SCHEDULES of rates are hereby invited for constructing office room and tiffin room for Warehouse No. 2, Kalutara North.

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

3. Plans, specifications, bill of quantities, and form of agreement can be seen, and all other information obtained from the Office of the District Engineer, Kalutara, any week day between the hours of 9.30 A.M. and 4 P.M. (Saturdays, 9.30 A.M. and 1 P.M.).

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the District Engineer, Kalutara, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province South, Torrington square, Colombo, and the duplicate addressed to the District Engineer, Kalutara, endorsed on the outside "Schedules of Rates for Constructing Office Room and Tiffin Room for Warehouse No. 2, Kalutara North," so as to reach the offices of the foregoing officers on or before 12 noon on Monday, February 20, 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. 25 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer, Kalutara. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer, but if any tender is accepted and the tenderer fails to enter into a contract, when called upon to do so, his 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 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, February 1, 1928.

SCHEDULE of rates are hereby invited for improvements to Ridigama Hospital.

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 Improvements to Ridigama Hospital" so as to reach the offices of the foregoing officers on or before 12 noon on February 15, 1928. All imported articles stated in the specification will be supplied free of

change to the contractor by the Department, and rates submitted should be exclusive of the cost of these materials for the items which necessitates 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, February 1, 1928.

SCHEDULES of rates are hereby invited for building a Branch Public Health Laboratory, Badulla.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the Provincial Engineer, Province of Uva, Badulla, and that of District Engineer, Badulla, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Badulla, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Province of Uva, Badulla, and the duplicate addressed to the District Engineer, Badulla, endorsed on the outside "Schedule of Rates for Building a Branch Public Health Laboratory, Badulla," so as to reach the offices of the foregoing officers on or before 12 noon on February 29, 1928. The following imported materials will be supplied by Government:—Cement, Calicut tiles, galvanized iron, door and window fittings, sink, C. I. ventilators, buckets, paint, gutters and down pipes, glass, putty, water fittings, reinforcement for posts. The rates quoted by the contractors should be omitting the value of the above-mentioned materials supplied by Government.

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, Province of Uva, Badulla, 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, February 1, 1928.

SCHEDULES of rates are hereby invited for widening and improving Badulla-Batticaloa road, Lunugala to Ekiriyanakumbura.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the Provincial Engineer, Province of Uva, Badulla, or the District Engineer, Passara, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Passara, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Province of Uva, Badulla, and the duplicate addressed to the District Engineer, Passara, endorsed on the outside "Schedule of Rates for Widening and Improving Badulla-Batticaloa Road, Lunugala to Ekiriyanakumbura," so as to reach the offices of the foregoing officers on or before 12 noon on February 29, 1928. The following imported materials will be supplied by Government:—Steel, blasting powder, fuze, cement, and all necessary tools. The rates quoted by the contractor should be omitting the value of the above-mentioned materials supplied by Government.

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, Province of Uva, Badulla, 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, February 1, 1928.

SCHEDULES of rates are hereby invited for building quarters for the House Surgeon, Badulla Hospital.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the Provincial Engineer, Province of Uva, Badulla, and that of District Engineer, Badulla, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Badulla, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Province of Uva, Badulla, and the duplicate addressed to the District Engineer, Badulla, endorsed on the outside "Schedule of Rates for Building Quarters for House Surgeon, Badulla Hospital," so as to reach the offices of the foregoing officers on or before 12 noon on February 15, 1928. The following imported materials will be supplied by Government:—Cement, Calicut tiles, galvanized iron, door and window fittings,

rolled steel joists, C. I. ventilators, buckets, expanded metal, paint, gutters, and down pipes, glass, putty, porcelain baths, water fittings, barbed wire, reinforcement for posts. The rates quoted by the contractors should be omitting the value of the above-mentioned materials supplied by Government.

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, Province of Uva, Badulla, 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, February 1, 1928.

SCHEDULES of rates are hereby invited for the reconstruction of cooly lines, 60th mile, Ratnapura-Malwala Ferry road, Ratnapura District.

2. The whole of the work to be undertaken on agreement to be entered into monthly by the District Engineer, Ratnapura, 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, Ratnapura, 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, Ratnapura. 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, Ratnapura, endorsed on the outside "Schedules of Rates for the Reconstruction of Cooly Lines, 60th Mile, Ratnapura-Malwala Ferry Road, Ratnapura District," so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, February 18, 1928. All imported materials, 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, February 1, 1928.

SCHEDULE of rates are hereby invited for the construction of the following cooly lines in the Pelmadulla district:—

(a) Cooly lines, 74th mile, Pelmadulla-Gilgarron road.

(b) Cooly lines, 77th mile, Pelmadulla-Gilgarron road.

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. Schedule 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 "Schedule of Rates for the Construction of the Cooly Lines 74th Mile and 77th Mile Pelmadulla-Gilgarron Road, Pelmadulla District," so as to reach the offices of the foregoing officers on or before 12 noon on Wednesday, February 15, 1928. All imported materials, such as cement, tiles, door fittings, paint, and latrines, 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, February 1, 1928.

SCHEDULES of rates are hereby invited for the construction of quarters for a Medical Officer at Uggalkatota in Pelmadulla district, Province of Sabaragamuwa.

2. The whole of the work to be undertaken on agreement 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 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 form 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 "Schedule of Rates for the Construction of Quarters for a Medical Officer at Uggalkaltota" so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, February 18, 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, February 1, 1928.

TENDERS are hereby invited for building two outlet drains at Kadugannawa.

1. Tenders must be addressed to the Chairman, Sanitary Board, Kandy, and should reach the Kandy Kachcheri not later than midday on February 10, 1928, the left hand top corner of the envelope must be marked "Tender for Kadugannawa Drains."

2. Tenders must be in forms which will be supplied from the Kachcheri, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

3. A deposit of Rs. 20 will be required to be made at the Kachcheri before a tender form is issued. Should any person whose tender is accepted decline to enter into the contract and bond, or fail to furnish approved security within seven days of receiving notice in writing from the Chairman, Sanitary Board, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned to the tenderers.

4. The plans and specifications can be seen, and further information obtained at the Kachcheri.

5. The Chairman does not bind himself to accept the lowest or any tender, and reserves to himself the right of accepting any tender.

R. H. D. MANDERS,
for Chairman.

The Kachcheri,
Kandy, January 28, 1928.

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

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

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

4. Tenders should be marked "Tender for Transport of Timber, Northern Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, February 28, 1928.

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

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

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

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

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

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

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

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

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

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

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

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

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

In the case of persons who have carried out contracts with the Forest Department, but not in the division or

district concerned in the notice calling for tenders, they should state in which division or district or divisions or districts they held contracts.

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

GENERAL CONDITIONS.

1. Logs have to be transported to the nearest cut line and from thence along the cut line to the road, the cut lines being sufficiently widened by the contractor for the purpose.

2. Transport of logs in one compartment should be completed before the contractor can commence transport in the next compartment.

3. For every log which is left behind in the forest the contractor is liable to a fine not exceeding the royalty value of the log.

4. The contractor is liable to a fine for any damage done to any scheduled species in any manner whatsoever.

5. Deliveries should be made as follows:—

Twenty per cent. of the logs should be delivered at the Mankulam Depot on or before April 30, 1928.
50 per cent. of the logs should be delivered on or before May 31, 1928, and the balance by July 31, 1928.

6. Logs must be neatly stacked under shade on rails at the Mankulam Depot, according to the instructions of the Range Forest Officer, Mullaittivu.

7. All ebony logs should be well cleaned and adzed before transport. The volume of the ebony logs will be calculated on the heart-wood only for the purpose of payment to the contractor.

Schedule.

To transport 490 palu, 70 satin, and 12 ebony logs felled and lying in compartment Nos. 25, 26, 27, 28, 29 and 30 in the Terravil Oddusuddan Reserve forest. The plan showing the situation of the above compartments and the list of the logs will be available for inspection at the Divisional Forest Office, Jaffna, and the Range Forest Office, Olumadu. The logs are lying in the compartments as follows:—

Compartment No.	Palu.	Satin.	Ebony.
25	141	32	7
Do. 26	203	15	2
Do. 27	25	7	1
Do. 28	33	10	2
Do. 29	12	—	—
Do. 30	76	6	—

The total cubical contents of the palu, satin, and ebony logs are 12,213 cubic feet (more or less). Distance of transport by Public Works Department cart road is 6 miles and forest road 4 to 8 miles.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, January 30, 1928.

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

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

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

4. Tenders should be marked "Tender to Fell and Log Timber, Northern Division," in the left hand top corner of

the envelope, and should reach the Office of the Controller of Revenue, not later than midday on Tuesday, February 28, 1928.

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

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

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

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

9. A rate per tree for felling and logging with saw should be quoted, written both in words and figures.

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

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

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

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

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

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

Note.—Tenderers are advised to inspect the area and plans before tendering.

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

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

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

Note.—Intending tenderers' special attention is drawn to general condition No. (d) requiring that trees should be felled and logged by the saw alone.

GENERAL CONDITIONS.

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

(b) All trees enumerated and stamped for felling shall be felled by the contractor and logged into the longest possible lengths, free from defects, hollows, &c., in accordance with the instructions issued by the Range Forest Officer.

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

(d) Felling and logging should be done with the saw alone. All felling should be completed within 3 months of the date of signing the contract.

(e) The area to be worked is divided into coupes by cut lines. The number of trees available in each coupe can be ascertained at the Divisional Forest Office, Jaffna, or at the Range Forest Office, Olumadu.

(f) Felling will not be permitted in more than two coupes at a time. Felling will not be permitted in the 3rd coupe before the 1st coupe is completed, and so on. The contractor shall not commence fellings in a fresh block without the written permission of the Range Forest Officer.

(g) All satin trees should be barked immediately after felling.

(h) Logs should be trimmed as follows :—

Each end shall be sawn with a clean face at right angles to the axis of the tree. These faces shall be covered with a coating of tar or suitable paint to eliminate the risk of splitting. All knobs and fluted portions should also be trimmed.

(i) Cart tracks should be open from the Ambamam cart track or from the cut lines to the trees felled. Cart tracks within the forest should, as far as practicable, follow the cut lines.

(j) The contractor or his agent should point out the trees felled and logged to the Forest Officer.

(k) The contractor or his agent should accompany the stamping officer and ascertain the situation of the trees to be felled.

(l) The contractor is liable to be fined by the Divisional Forest Officer, Northern Division, Jaffna, for any tree not felled at the rate of Rs. 5 per tree, nor will he be paid for logs which have not been logged in accordance with the instructions issued by the Forest Officer.

(m) The contractor is required to take all necessary precautions for avoiding damage to other trees when felling, and for any failure to observe this requirement the contractor shall be liable to pay fines for the damage caused or pay the royalty value of the timber so damaged or both.

Schedule.

To fell and log with the saw alone 583 palu and 57 satin trees (more or less) five feet and over in girth, enumerated and stamped in demarcated coupes Nos. 31, 32, 33, 34, 35,

36, 37, 38, 52, 53, 54, 55, 56, 57, 39, and 60 in the Terravil Oddusuddan Reserve forest of the Mullaittivu Range. The plan showing the situation of the above coupes will be available for inspection at the Divisional Forest Office, Jaffna, and the Range Forest Office, Olumadu.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, January 31, 1928.

TENDERS are hereby invited for (a) loading and transporting an estimated total crop of 1,200 cwt. of seed cotton by cart from Middeniya to Bataata in quantities detailed at time of purchase by the Divisional Agricultural Officer, Southern Division, Galle, and (b) loading and transporting an estimated total crop of 3,000 cwt. seed cotton by cart or lorry from (1) Bataata, (2) Ambalantota, and (3) Hambantota to Matara Railway Station and for unloading same at the said Railway Station. It must however, be distinctly understood that the amount of crop cannot be guaranteed.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Divisional Agricultural Officer, Southern Division, Galle.

3. Tenders should be sent through the Post.

4. Tenders should be marked "Tender for transport of seed cotton in Hambantota District" in the left hand top corner of the envelope, and should reach the office of the Divisional Agricultural Officer, Southern Division, Galle, not later than midday on February 24, 1928.

5. 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.

6. Sufficient security will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 150 for the services enumerated in paragraph (a) above, and Rs. 250 for the services enumerated in paragraph (b) above.

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

8. Contracts may not be assigned or sublet without the authority of the Divisional Agricultural Officer, Southern Division, Galle.

9. The right, without question, of rejecting any or all tenders and the right of accepting any portion of a tender is reserved to the Divisional Agricultural Officer, Southern Division, Galle.

F. A. STOCKDALE,
Director of Agriculture.

January 31, 1928.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Saturday, February 11, 1928, at 12.15 P.M., at the University College.

College House.

1 watering can
1 garden shears

Science Block.

14 desks and benches combined
1 bench

R. MARRS,

University College, Principal, University College.
Colombo, January 25, 1928.

February 11, 1928, at 2.15 P.M. at the Office of the Controller of Indian Immigrant Labour, Gaffoor buildings, Main street, Fort, Colombo :—

2 buckets, hand, galvanized.
1 chair, arm, jak.
1 gem lock and chain, cycle
4 inkstands, pewter, round.
4 lamps, petrol.
4 pumps for petrol lamps.
2 rubber stamps.

E. J. RAJARATNAM,
for Controller of Indian Immigrant Labour.

Colombo, January 25, 1928.

THE following condemned articles belonging to the Controller of Indian Immigrant Labour, Colombo, will be put up for sale by public auction on Saturday,

NOTICE is hereby given that the following unclaimed and confiscated productions lying in this Court will be sold by public auction on Thursday, February 9, 1928, at the Court premises.

1 leather belt	1 pair of ear studs
3 empty boxes	1 rice pounder
2 ohembus	1 sambur skin
1 tin box	3 deer skins
1 bag containing paddy	2 bottles of honey
19 empty bottles	2 padlocks
1 glass	2 empty packing cases
1 clasp	1 cloth bag
1 motor car tyre	2 bags containing paddy
1 tube	1 kinnam
1 umbrella	

L. J. SENEVIRATNE,
Police Magistrate.

The Police Court,
Chavakachcheri, January 26, 1928.

NOTICE is hereby given that the under-mentioned unserviceable articles of Badulla Prison will be sold by public auction at Badulla Prison premises on Saturday, February 11, 1928, at 11 A.M.

Serial No.	Description of Property.
1 ..	2 hurricane lanterns
2 ..	1 pick-axe
3 ..	2 kitchen knives
4 ..	1 felling axe
5 ..	1 pair of sissors
6 ..	1 razor
7 ..	1 file triangular
8 ..	13 patties (tin)
9 ..	10 pints (tin)
10 ..	1 conjee measure (4 oz.)
11 ..	2 conjee measure (2 oz.)
12 ..	1 rice measure (8 oz.)

January 22, 1928.

E. R. D. S. AMAREKOON,
for Superintendent.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended January 28, 1928.

Births.—The total births registered in the city of Colombo in the week were 192 (3 Europeans, 7 Burghers, 115 Sinhalese, 29 Tamils, 30 Moors, 6 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 38·1, as against 40·7 in the preceding week, 29·0 in the corresponding week of last year, and 32·6 the weekly average for last year.

Deaths.—The total deaths registered were 170 (4 Europeans, 6 Burghers, 95 Sinhalese, 37 Tamils, 22 Moors, 4 Malays, and 2 Others). The death rate per 1,000 per annum was 33·7, same as in the previous week, and against 28·0 in the corresponding week of last year, and 27·6 the weekly average for last year.

Infantile Deaths.—Of the 170 total deaths, 34 were of infants under one year of age, as against 32 in the preceding week, 33 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 11.

Principal Causes of Death.—1. (a) Thirty-three deaths from *Pneumonia* were registered, 18 in Maradana hospitals (including 6 deaths of non-residents), 4 in St. Paul's, 2 each in Maradana North and Maradana South, and 1 each in San Sebastian, Kotahena North, New Bazaar, Maradana East, Slave Island, Wellawatta North, and Wellawatta South, as against 26 deaths in the previous week, and 19 the weekly average for last year.

(b) Fourteen deaths from *Influenza* were registered, 4 in St. Paul's, 3 each in San Sebastian and New Bazaar, 2 in Kotahena South, and 1 each in Kotahena North and Slave Island, as against 4 in the previous week, and 6 the weekly average for last year.

(c) One death from *Bronchitis* was registered in Kotahena North, as against 2 in the previous week, and 3 the weekly average for last year.

2. Ten deaths from *Phthisis* were registered, 5 in Maradana hospitals (including 3 deaths of non-residents), 2 in Kotahena South, and 1 each in St. Paul's, Maradana South, and Kollupitiya, as against 25 in the previous week, and 11 the weekly average for last year.

3. Three deaths from *Enteric Fever* were registered in Maradana hospitals (including 2 deaths of non-residents). The number registered during the previous week was also 3 and the weekly average for last year was 2.

4. Two deaths from *Plague* were registered, one in Maradana hospital and the other in Pettah, as against nil in the previous week, and 2 the weekly average for last year.

5. Sixteen deaths from *Debility* were registered, 7 from *Accidents*, 5 each from *Dysentery*, *Enteritis*, and *Infantile Convulsions*, 4 from *Worms*, 3 each from *Diarrhoea* and *Tetanus*, 1 from *Puerperal Septicaemia*, and 58 from *Other Causes*.

6. Twenty-eight cases of *Chickenpox* (1 in Port), 11 of *Measles*, 7 of *Enteric fever*, and 1 of *Plague* were reported during the week, as against 52, 3, 6, and 1 respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 79·5°, against 79·0° in the preceding week, and 79·3° in the corresponding week of the previous year. The mean atmospheric pressure was 29·870 in., against 29·946 in. in the preceding week and 29·910 in. in the corresponding week of the previous year. The total rainfall in the week was 2·44 in., against 0·23 in. in the preceding week and 0·15 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, January 31, 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.

- (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 or 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, Colombe	One
G. W. HODGSON, Colombo	One
H. HOPWOOD, Colombo	One
IAN W. AITREN, 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.

These 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 declination shall be absolute.

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

41. The surrender or forfeiture of a share shall involve the extinction of all 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 products 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 foresaid, 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 Anhettiagama 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 Anhettagama 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, 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.

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 thereat 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 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 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 :

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."

The registered office of the Company is to be established in Colombo.

2. 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.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 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 by each Subscriber.
HERBERT BOIS, Colombo	One
W. H. SMALLWOOD, Colombo	One
W. G. BEAUCHAMP, Colombo	One
C. H. BOIS, Colombo	One
G. T. HALE, 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 apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to special 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 provisions 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, and 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 20, 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 representative.

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, 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.

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 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 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 result from his wilful acts or defaults; and no Director or officer shall nor shall, the heirs, executors, or administrators of a Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expenses incurred by 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 result in the execution of the duties of his office or in relation thereto unless the same happen through his own wilful default.

101. No contribution shall be required from any present or past Director or Manager, exceeding the amount, 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) 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) he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) he ceases to hold the required number of shares to qualify him for the office.
- (e) 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 vote in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

103. The Directors shall have power to carry into effect the acquisition of the said 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 on 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 to, the registered address of every Shareholder.

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

AUDIT.

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

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

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

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

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

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

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

1. The name of the Company is "ORION TEA COMPANY, LIMITED."

2. The registered office of the Company is to be established in Colombo.

The objects for which the Company is to be established are—

- (a) To purchase 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 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.

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 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 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 term 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:

MEMORANDUM OF ASSOCIATION OF THE WALABODA TEA AND RUBBER COMPANY, LIMITED.

The name of the Company is "THE WALABODA TEA AND RUBBER COMPANY, LIMITED."

The registered office of the Company is to be established in Colombo.

The objects for which the Company is to be established are—

- (a) To purchase 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 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 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 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 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.

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 given may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in payment 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 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

F. F. ROE, Colombo.

R. J. HARTLEY, Colombo.

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, 1928:

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

MEMORANDUM OF ASSOCIATION OF THE OODOOWERRE TEA COMPANY, LIMITED.

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1. The name of the Company is "THE OODOOWERRE 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—
 - (1) To purchase, or otherwise acquire as on and from the 1st day of January, 1928, Oodoowerra estate, situated in the Badulla District of the Island of Ceylon.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say: planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water or by air; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, boats, vans, aeroplanes, and hydroplanes; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, concessions and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, vans, aeroplanes, hydroplanes, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water, or by air; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug-owners and wharfingers or of any other business which can, or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, coconut and coffee curing mills, manufactories, refineries, laboratories, buildings, erections, roads, ways, bridges, railways, tramways, electric light and power, canals, reservoirs, water works, water-courses, wells, pipe lines, furnaces, gas works, piers, docks, wharves, jetties, and other works, and conveniences, which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interest; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (12) To act as agents for, and to manage, supervise or control the business, plantations, estates, property or operations of any person, company or undertaking, or any property in which the Company may be interested, and to act as secretaries of other companies, and to lend or advance money to such persons or companies, and on such terms as may from time to time seem expedient, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bills of lading, dock warrants, stocks, shares, bonds, and securities of all kinds, and book debts.
 - (13) To act as agents for the loan, repayment, transmission, collection, and investment of money, and for the purchase, sale, improvement, development, and management of property, including business concerns and undertakings, either in the Island of Ceylon, or elsewhere.
 - (14) To transact or carry on all kinds of trust and agency business, and in particular in relation to the investment of money, the sale of property, and the collection and receipt of money.
 - (15) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of any such.
 - (16) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the officials or employees or ex-officials or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, and to grant pensions and allowances to such persons or their dependents or connections, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object, and to make gifts and bonuses to persons in the employment of the Company.

- (17) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (18) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities.
- (19) To form, constitute, or promote or assist in the formation, constitution or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such company or companies, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares, stock, debentures, debenture stock, or other securities of this or any such company, or in or about the formation or promotion of any such company.
- (20) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (21) 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, policies, stocks, shares, debentures or book debts, or without any security at all.
- (22) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (23) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire, any real or personal property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (24) To undertake and execute any trusts, and to undertake the office of trustee, and to co-operate with executors and trustees in the financial administration of any estate or trust, and to undertake the office of director, receiver, liquidator, treasurer, or attorney, and to keep for any company, authority or body any register relating to any stocks, funds, shares, or securities, and to undertake any duties in relation to the registration of transfers, the issue of certificates, or otherwise.
- (25) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (26) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (27) 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.
- (28) To make, draw, accept, endorse, negotiate, purchase, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (29) To sell, let, underlet, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, abandon, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (30) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares, either as fully paid up or partly paid up for such purpose.
- (31) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any company or person, or partly one and partly any other.
- (32) 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.
- (33) To do all or any of the above things in any parts of the world, and either as principals, agents, trustees, or otherwise, and by trustees, sub-contractors, agents, or otherwise, and either alone or in conjunction with others.
- (34) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them or otherwise likely in any respect to be advantageous to the Company, and in case of doubt as to what shall be so necessary, incidental, conducive, convenient, or advantageous as aforesaid, the decision of an extraordinary general meeting shall be conclusive.

being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the word "company" except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and that the "objects" specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent main objects, and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph, or the name of the Company.

4. The liability of the Shareholders is limited.

5. (a) The nominal capital of the Company is One million Rupees (Rs. 1,000,000) divided into 95,000 ordinary shares of Ten Rupees (Rs. 10) each, and 5,000 eight per cent. cumulative preference shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges, or subject to any special terms and conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

(b) There shall be attached to the said 5,000 cumulative preference shares the following rights, privileges, and conditions:—

- (i.) The said cumulative preference shares shall confer on the holders thereof the right to a fixed cumulative preference dividend at the rate of eight per centum per annum on the capital paid up, or credited as paid up thereon, but to no further right to participate in the profits of the Company.
- (ii.) The said cumulative preference shares shall confer on the holders thereof the right, in a winding up, to payment off of capital and any arrears of dividend, whether earned or declared or not, up to the commencement of the winding up, in priority to any other class of shares of the Company, whether existing or future but to no further right to participate in any surplus assets which may remain after paying off the remainder of the capital.
- (iii.) The said cumulative preference shares shall not confer on the holders thereof the right to participate in any issue of shares of the Company of any class which may be made from time to time.
- (iv.) The said cumulative preference shares shall confer on the holders thereof such other rights and privileges, and be subject to such other conditions as are specified in the regulations of the Company.

(c) Provided however that the rights for the time being attached to the said 5,000 cumulative preference shares in the capital may be altered or dealt with in accordance with Articles 58 and 59, of the accompanying Articles of Association, but not 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 ordinary shares in the capital of the Company set opposite our respective names:

Names and Addresses of Subscribers.	Number of Ordinary Shares taken by each Subscriber.
JANET HAMILTON, Oodooverre, Demodera	One
DONALD E. HAMILTON, Oodooverre, Demodera	One
H. DENHOLM NICHOLSON, Dambatenne, Haputale	One
LYCETT GARDNER, Rockhill, Badulla	One
THEO. GARDNER, Rockhill, Badulla	One
LESLIE W. F. DE SARAM, Colombo	One
JOHN A. LORAM, Colombo	One
Total number of Shares taken	Seven

Witness to the signature of DONALD EDWARD HAMILTON, at Badulla, this 8th day of January, 1928:

HENRY K. S. KEYT,
Proctor, Supreme Court, Badulla.

Witness to the signature of HAROLD DENHOLM NICHOLSON, at Oodooverre estate, Demodera, this 8th day of January, 1928:

HENRY K. S. KEYT,
Proctor, Supreme Court, Badulla.

Witness to the signatures of LYCETT GARDNER and THEOTHLA MARY GARDNER, at Badulla, this 11th day of January, 1928:

HENRY K. S. KEYT,
Proctor, Supreme Court, Badulla.

Witness to the signature of JANET HAMILTON, at Kandy, this 13th day of January, 1928:

NIGEL I. LEE,
Proctor, Supreme Court, Kandy.

Witness to the signatures of JOHN ANNING LORAM and LESLIE WILLIAM FREDERICK DE SARAM, at Colombo, this 16th day of January, 1928:

J. A. MARTENSZ,

ARTICLES OF ASSOCIATION OF THE OODOOWERRE TEA COMPANY, LIMITED.

It is agreed as follows :—

1. (a) *Table C not to apply* ; Company to be governed by these Articles.—The regulations contained in Table C in the schedule annexed to “The Joint Stock Companies Ordinance, 1861,” shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition, or alteration by special resolution.

(b) The sub-headings in these Articles shall not be deemed to be part of or affect the construction of these presents.

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

3. None of the funds of the Company shall be employed in the purchase of or be lent on the security of shares of the Company.

INTERPRETATION.

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

Company.—The word “Company” means “The Oodoowerre Tea Company, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

The Ordinance.—“The Ordinance” means and includes “The Joint Stock Companies’ Ordinances, 1861 to 1919,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special Resolution.—“Special Resolution” has the meaning assigned thereto by the Ordinance.

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

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

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

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

Shareholder.—“Shareholder” means a Shareholder of the Company.

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

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

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

Dividend.—“Dividend” includes bonus.

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

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

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

Month.—“Month” means a calendar month.

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

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

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

5. Subject to the preceding Article any words defined in the Ordinance shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

BUSINESS.

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

7. *Acquisition of Oodoowerre Estate*.—The basis on which this Company is established is that the Company shall purchase or otherwise acquire the estate called and known as Oodoowerre, situate in the District of Badulla, in the Island of Ceylon, as on and from the 1st day of January, 1928, and accordingly no objection shall be made by this Company or by any Shareholder, Creditor, or Liquidator thereof to the said purchase or acquisition upon the ground that the vendors, promoters, or other persons interested, or any of them stand in a fiduciary position towards this Company, or that there is in the circumstances no independent board of this Company and any Director of this Company who is interested therein shall be entitled to retain and dispose of for his own use all benefits (if any) accruing to him directly or indirectly under or by virtue of the said purchase or acquisition, and the said purchase or acquisition shall not be liable to be set aside on any such grounds as aforesaid, or upon any ground in any wise connected therewith, and every Shareholder of the Company present and future shall be deemed to join the Company on the basis aforesaid.

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

CAPITAL.

9. *Nominal Capital*.—(a) The nominal capital of the Company is One million Rupees (Rs. 1,000,000) divided into 95,000 ordinary shares of Ten Rupees (Rs. 10) each, and 5,000 eight per cent. cumulative preference shares of Ten Rupees (Rs. 10) each.

(b) (i.) The said cumulative preference shares shall confer on the holders thereof the right to a fixed cumulative preference dividend at the rate of eight per centum per annum on the capital, paid up or credited as paid up thereon, but to no further right to participate in the profits of the Company.

(ii.) The said cumulative preference shares shall confer on the holders thereof the right, in a winding up, to payment off of capital and any arrears of dividend, whether earned or declared or not, up to the commencement of the winding up, in priority to any other class of shares of the Company, whether existing or future, but to no further right to participate in any surplus assets which may remain after paying off the remainder of the capital.

(iii.) The said cumulative preference shares shall not confer on the holders thereof the right to participate in any issue of shares of the Company of any class which may be made from time to time.

SHARES.

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

11. *Commission and Brokerage for placing Shares, &c.*—The Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures, or debenture stock of the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares, debentures or debenture stock of the Company. Such commission may, if thought fit, be paid in fully paid shares, debentures, or debenture stock of the Company. The Directors may also pay such brokerage as may be lawful.

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

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

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

15. *Shares held by a Firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to appoint proxies and to act as proxy for any Shareholder.

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

17. *One of Joint-holders other than a Firm may give Receipts; only one of Joint-holders Resident in Ceylon entitled to Vote.*—Any one of the joint-holders of a share, other than a firm, may give effectual receipts for any dividends payable in respect of such share; but only one of such joint-holders shall be entitled to the right of voting and of appointing 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 appoint proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares in respect of such joint-holding shall vote or appoint 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 in respect of such joint-holding then resident in Ceylon shall vote or appoint proxies and exercise all such rights and powers as aforesaid.

18. *Survivor of Joint-holder, other than a Firm, only recognized.*—In case of the death of any one or more of the Joint-holders, other than a firm, of any share, the survivor shall be the only person recognized by the Company as having any title to, or interest in, such share, but nothing herein contained shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.

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

20. *Trusts or any Interest in Share other than that of registered Holder or of any Person under Article 40 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 40 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

23. *How carried into Effect.*—Subject to any direction to the contrary that may be given by the special resolution creating the increase of capital, all new shares shall be offered to the Shareholders, in accordance with their rights and subject, in the case of preference share or shares of any particular class, to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class as nearly as possible in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment of any estates or lands or other property purchased or acquired by the Company, or for services rendered or to be rendered to the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

26. *Certificates how issued.*—Every Shareholder shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for one or more of such shares. Every certificate shall specify the distinctive number of the share in respect of which it is issued, and the amount paid thereon, provided that in the case of shares registered in the names of two or more persons other than a firm 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.

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

35. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 33, 34, and 36, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

39. *Title to Shares of Deceased Holder.*—Subject and without prejudice to the provisions of Article 18 hereof the executors, or administrators, or the heirs of a deceased Shareholder shall be the only person recognized by the Company, as having any title to shares of such Shareholder.

40. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as may from time to time be required by the Directors, and with the consent of the Directors (which they shall not be under any obligation to give), be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

41. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 40, 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 the same either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

42. *Curator of Minor, &c., when not entitled to Vote.*—The curator of a minor Shareholder, the committee or other legal guardian of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator or heir of any deceased Shareholder, shall not be entitled to receive notice of or to attend or vote at meetings of the Company or save as aforesaid, and save as regards the receipt of such dividends as the Board shall not elect to retain, to exercise any of the rights and privileges of a Shareholder, unless and until he shall have been registered as the holder of the shares.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

51. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 48 hereof, shall be redeemable after sale or disposal.

52. *Company's Lien on Shares.*—The Company shall have a first and paramount lien upon all the shares registered in the name of each Shareholder (whether solely or jointly with others) and upon the proceeds of sale thereof, for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and conditions that Article 20 hereof is to have full effect, and such lien shall extend to all dividends from time to time declared in respect of such shares and to all moneys paid in advance of calls thereon. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

53. *Lien how made Available and Proceeds how applied.*—For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such time as the moneys are presently payable, and notice in writing stating the amount due, and giving notice of intention to sell in default shall have been served on such Shareholder or the person (if any) entitled by transmission to the shares, and default shall have been made for seven clear days after such notice. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, and engagements aforesaid, and the residue (if any) shall be paid to the Shareholder or the person (if any) entitled by transmission to the shares or who would be so entitled but for such sale. Should the Shareholder over whose share the lien exists be in England, or elsewhere abroad, sixty days' notice shall be allowed him.

54. *Certificate of Sale.*—A certificate in writing under the hands of two of the Directors and of the Agents or Secretaries that the power of sale given by Article 53 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

PREFERENCE SHARES.

56. *Preference and Deferred Shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividends or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than the 5,000 eight per cent. cumulative preference shares referred to in Article 9 hereof and any other shares issued with a preference), or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may, from time to time, by special resolution, determine.

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

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

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

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

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

CALLS.

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

60. *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board meeting of the Directors or was signed in terms of Article 134.

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

62. *Interest on Unpaid Call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this Article. Any sum whether payable on account of the amount of the share or by way of premium which by the terms of allotment of a share is made payable upon allotment or at any fixed date, and any instalment of a call or premium shall, for all purposes of these presents, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture and the like, and all other the relevant provisions of these presents, shall apply as if such sum, premium or instalment were a call duly made and notified as hereby provided.

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

BORROWING POWERS.

64. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, at such rate of interest and on such terms as the Directors think fit, but so that the amount at any one time owing in respect of principal moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred and Fifty thousand Rupees (Rs. 150,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the re-payment of any such principal sum or sums of money so borrowed or raised as aforesaid and interest, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, chargeable upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures, or create any debenture stock, they shall obtain the sanction thereto of the Company in General Meeting, whether ordinary or extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article, and subscribed by two or more of the Directors, or by one Director and the Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

68. *When Extraordinary General Meeting to be called.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall, upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote, forthwith proceed to convene an Extraordinary General Meeting of the Company, and in case of such requisition the following provisions shall have effect:—

- (1) Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and deposited at the office, and may consist of several documents in like form, each signed by one or more of the requisitionists. 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 deposit of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the requisitionists convening the meeting may themselves fix, but any meeting so convened shall not be held after three months from the date of such deposit.
- (2) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Board shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and, if though fit, of confirming it as a special resolution; and if the Board do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the meeting.

69. Any General Meeting (whether Ordinary or Extraordinary) convened by the Directors unless the time thereof shall have been fixed by the Company in General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is in Article 68 hereof mentioned may be postponed by the Directors by notice in writing, and the meeting shall, subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

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

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

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

73. *Business requiring and not requiring Notification.*—Every ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and consider the profit and loss account (if any), the balance sheet of the Company, the reports of the Directors and Auditors, to elect Directors, Auditors, and other officers in place of those retiring, to fix the remuneration of the Directors and Auditors, to sanction and declare dividends and to transact any business which under these presents ought to be transacted at an ordinary General Meeting, and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice upon which the meeting was convened.

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

75. *Quorum to be Present.*—No business shall be transacted at a General Meeting, unless there shall be present in person at the commencement of the business two or more persons, being Shareholders entitled to vote, or persons being proxies or attorneys of Shareholders entitled to vote.

76. *If Quorum not present, Meeting to be dissolved or adjourned; Adjourned Meeting to transact Business.*—If at the expiration of half an hour from the time appointed for the meeting the required number of persons shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and no notice of such adjournment need be given.

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

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

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

80. *Minutes of General Meeting.*—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.

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

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

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

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

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

86. *Number of Votes to which Shareholder entitled—*

- (a) On a show of hands every holder of ordinary shares present in person or by attorney duly authorized shall have one vote only ;
- (b) In case of a poll every holder of ordinary shares present in person or by proxy or attorney shall have one vote for every ordinary share held by him ;
- (c) On show of hands every holder of the said 5,000 cumulative preference shares present in person or by attorney duly authorized shall have one vote only ;
- (d) In case of a poll every holder of the said 5,000 cumulative preference shares present in person or by proxy or attorney shall have one vote for every preference share held by him.

Provided that the holders of the said 5,000 cumulative preference shares shall have no right to receive notice of or to be present or to vote either in person or by proxy or by attorney at any General Meeting by virtue of or in respect of their holdings of the said 5,000 cumulative preference shares, unless their preferential dividend shall be twelve months in arrear or unless a resolution is to be proposed dealing with a reduction of capital, or a sale of the Company's property or assets or any substantial part or portion thereof or the winding up of the Company or the alteration of the regulations of the Company so as to affect directly the rights or privileges of the said preference Shareholders.

87. *Non-Shareholder not to be appointed Proxy ; but Attorney though not Shareholder may vote.*—Subject and without prejudice to the provisions of Article 15 hereof, no person shall be appointed a proxy who is not a Shareholder of the Company, but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company, or of any class of Shareholders of the Company.

88. *No Shareholder in Arrear to exercise Rights and no Shareholder in Arrear or not Registered at least Three Months previous to the Meeting to vote.*—No person shall exercise any rights of Shareholder until his name shall have been entered in the register of Shareholders and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him, and no Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid ; and no Shareholder other than the curator of a minor Shareholder, the committee of a lunatic Shareholder, or the person becoming entitled to shares in consequence of the death, bankruptcy or liquidation of any Shareholder or the marriage of any female Shareholder shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

89. *Instrument of Proxy to be in Writing.*—Every instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing, or if such appointor is a corporation, under the common seal, or under the hand of some attorney of such corporation duly authorized in writing in that behalf.

90. *When Instrument of Proxy to be deposited.*—The instrument appointing a proxy, with the letter or power of attorney (if any) under which it is signed, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote ; otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

91. *When Power of Attorney to be deposited.*—The power of attorney under which a person proposes to vote shall be deposited at the office for registration in the books of the Company at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting, as the case may be, at which the person named in such power of attorney proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof.

92. *Form of Instrument of Proxy.*—Every instrument of proxy, whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in the form or to the effect following :—

The Oodowerre Tea Company, Limited.

I, _____, of _____, being a Shareholder of The Oodowerre Tea Company, Limited, hereby appoint _____, of _____, or failing him _____, of _____, or failing him _____, of _____, as my proxy to vote for me and on my behalf, and if necessary to demand a poll at the (Ordinary or Extraordinary, as the case may be), General Meeting of the Company, to be held on the _____ day of _____, and at any adjournment thereof.

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

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

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

DIRECTORS.

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

96. *Qualification of Directors.*—The qualification of Director shall be the holding in his own right alone, and not jointly with any other person of shares of the Company, of any class whether fully paid or partly paid, of the total nominal value of at least One thousand Rupees (Rs. 1,000) and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. A Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment or election.

97. *Remuneration of Directors.*—As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees (Rs. 2,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the managing Directors of the Company. The Directors shall also be entitled to be repaid all travelling and hotel expenses properly incurred by them in or with a view to the performance of their duties.

98. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be Janet Hamilton, wife of Donald Edward Hamilton of Odoowere, Donodera; the said Donald Edward Hamilton; Harold Denholm Nicholson of Dambattenna, Haputale; Lycett Gardner of Rockhill, Badulla; and John Anning Loram of Colombo. The said John Anning Loram shall hold office till the First Ordinary General Meeting of the Company, when he shall retire, but shall be eligible for re-election.

99. So long as the said Janet Hamilton holds shares of the Company of any class, whether fully paid or partly paid, of the total nominal value of Rs. 50,000 (a) she shall be a Director of the Company whenever and so long as she is resident in Ceylon, and whenever and so long as she is a Director of the Company she shall not be subject to the provisions of Articles 107, 108, and 116 hereof, and (b) she shall have the right to appoint any Shareholder in the Company to be a Director in her place whenever and so long as she is absent from Ceylon.

Such appointment of a Director as well as any cancellation, withdrawal, alteration, or variation thereof shall be made in writing by the said Janet Hamilton, and shall be sent by post under registered cover addressed to the Company at its office and may be cancelled, withdrawn, altered, or varied by the said Janet Hamilton at her discretion, and shall be recorded in the Minute Book of the Company together with any subsequent cancellation, withdrawal, alteration, or variation thereof. Any Director so appointed shall not be subject to the provisions of Articles 107, 108, and 116 hereof. The said Janet Hamilton shall not have the right to object to any act which has received the approval of any Director so appointed under the powers of this present Article.

100. So long as the said Donald Edward Hamilton holds shares of the Company of any class, whether fully paid or partly paid, of the total nominal value of Rs. 50,000 (a) he shall be a Director of the Company whenever and so long as he is resident in Ceylon, and whenever and so long as he is a Director of the Company he shall not be subject to the provisions of Articles 107, 108, and 116 hereof, and (b) he shall have the right to appoint any Shareholder in the Company to be a Director in his place whenever and so long as he is absent from Ceylon.

Such appointment of a Director as well as any cancellation, withdrawal, alteration, or variation thereof shall be made in writing by the said Donald Edward Hamilton, and shall be sent by post under registered cover addressed to the Company at its office, and may be cancelled, withdrawn, altered, or varied by the said Donald Edward Hamilton at his discretion, and shall be recorded in the Minute Book of the Company together with any subsequent cancellation, withdrawal, alteration, or variation thereof. Any Director so appointed shall not be subject to the provisions of Articles 107, 108, and 116 hereof. The said Donald Edward Hamilton shall not have the right to object to any act which has received the approval of any Director so appointed under the powers of this present Article.

101. So long as the said Harold Denholm Nicholson holds shares of the Company of any class, whether fully paid or partly paid, of the total nominal value of Rs. 50,000 (a) he shall be a Director of the Company whenever and so long as he is resident in Ceylon, and whenever and so long as he is a Director of the Company he shall not be subject to the provisions of Articles 107, 108, and 116 hereof, and (b) he shall have the right to appoint any Shareholder in the Company to be a Director in his place whenever and so long as he is absent from Ceylon.

Such appointment of a Director as well as any cancellation, withdrawal, alteration, or variation thereof shall be made in writing by the said Harold Denholm Nicholson, and shall be sent by post under registered cover addressed to the Company at its office, and may be cancelled, withdrawn, altered, or varied by the said Harold Denholm Nicholson at his discretion, and shall be recorded in the Minute Book of the Company together with any subsequent cancellation, withdrawal, alteration, or variation thereof. Any Director so appointed shall not be subject to the provisions of Articles 107, 108, and 116 hereof. The said Harold Denholm Nicholson shall not have the right to object to any act which has received the approval of any Director so appointed under the powers of this present Article.

102. So long as the said Lycett Gardner holds shares of the Company of any class, whether fully paid or partly paid, of the total nominal value of Rs. 50,000 (a) he shall be a Director of the Company whenever and so long as he is resident in Ceylon, and whenever and so long as he is a Director of the Company he shall not be subject to the provisions of Articles 107, 108, and 116 hereof, and (b) he shall have the right to appoint any Shareholder in the Company to be a Director in his place whenever and so long as he is absent from Ceylon.

Such appointment of a Director as well as any cancellation, withdrawal, alteration, or variation thereof shall be made in writing by the said Lycett Gardner, and shall be sent by post under registered cover addressed to the Company at its office, and may be cancelled, withdrawn, altered, or varied by the said Lycett Gardner at his discretion, and shall be recorded in the Minute Book of the Company together with any subsequent cancellation, withdrawal, alteration, or variation thereof. Any Director so appointed shall not be subject to the provisions of Articles 107, 108 and 116, hereof. The said Lycett Gardner shall not have the right to object to any act which has received the approval of any Director so appointed under the powers of this present Article.

103. *Directors may appoint Managing Director or Directors; His or Their Remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office; and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be

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

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

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

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

107. To retire Annually.—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year subject and without prejudice to the provisions of Articles 99, 100, 101, and 102 hereof, one of the Directors for the time being shall retire from office as provided in Article 108.

108. Retiring Directors how determined.—Subject and without prejudice to the provisions of Articles 99, 100, 101, and 102 hereof the Directors to retire from the office shall be those who have been longest in office.

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

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

111. Number of Directors how Increased or Reduced.—The Company in 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 shall go out of office.

112. If Election not made, Retiring Director to continue until next Meeting.—If at any meeting at which an election of a Director ought to take place the place of the retiring Director is not filled up, the retiring Director may continue in office until the next Ordinary General Meeting, 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.

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

114. Directors may Contract with the Company.—A Director or intending Director shall not be disqualified by his office from entering into a contract or arrangement with the Company, either as vendor, purchaser, manager, agent, broker, or otherwise, and no such contract or arrangement nor any contract or arrangement entered into by or on behalf of the Company with any person, firm, or company of or in which any Director shall be in any way interested shall be avoided, nor shall any Director so contracting, or being so interested, be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding the office of Director, or of the fiduciary relation thereby established. Any Director so contracting or being so interested as aforesaid shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest, if his interest then exists, or in any other case at the first Board Meeting after the acquisition of his interest, and a Director shall not as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity or of security for advances or to a settlement or set-off of cross claims, and it may at any time or times be suspended or relaxed, either prospectively or retrospectively, by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in any transaction with such firm or company, shall be sufficient disclosure under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company as aforesaid.

115. When Office of Director to be vacated.—The office of Director shall *ipso facto* be vacated

- (a) If he resign his office.
- (b) If he become bankrupt or insolvent, or suspends payment or file a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he become incapable of acting.
- (d) If he cease to hold the required number of shares to qualify him for the office, or do not acquire the same within two months of his appointment or election.
- (e) If he cease to ordinarily reside in Ceylon, or be absent from Ceylon for a period of twelve consecutive months.

Provided that until an entry of his office having been so vacated be made in the Minutes of the Board his acts as a Director shall be as effectual as if his office were not vacated.

A Director may hold any other office or position under the Company in conjunction with his Directorship (other than that of Auditor) and on such terms with respect to remuneration and otherwise as the Directors shall determine, and a Director may by himself or his firm act in any professional capacity (other than that of Auditor) for the Company, and shall be entitled to remuneration accordingly as if he were not a Director.

116. How Directors removed and Successors appointed.—Subject and without prejudice to the provisions of Articles 99, 100, 101, and 102 hereof 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.

INDEMNITY.

117. The Directors, Managing Directors, Managers, Agents, Auditors, Secretaries, and other officers, or servants for the time being of the Company, and the Trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their heirs, executors, and administrators shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages, and expenses which they or any of them, their or any of their heirs, executors, or administrators, shall or may incur or sustain by or by reason of any contract entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful act, neglect or default respectively, and none of them shall be answerable for the acts, receipts, neglects, or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for any bankers, brokers, or other persons into whose hands any property or money of the Company may come,

or for any defect of title of the Company to any property purchased, or for insufficiency or deficiency of or defect of title of the Company to any security upon which any moneys of or belonging to the Company shall be placed out or invested, or for any loss, misfortune, or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.

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

POWERS OF DIRECTORS.

119. *To acquire Oodowerre Estate.*—The Directors shall have power to purchase or otherwise acquire as on and from the 1st day of January, 1928, the said Oodowerre estate, situated in the Badulla District of the Island of Ceylon.

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

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

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

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

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

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

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution or legal proceedings by or against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.

- (5) To invest any of the moneys of the Company upon such securities and in such manner as they may think fit, subject to the provisions of Article 3 hereof, 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.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

128. *A Director may summon Meetings of Directors.*—A Director may at any time and the Secretary shall at the request of a Director summon a meeting of Directors.

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

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

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

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

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

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

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

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

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

COMPANY'S SEAL.

137. *The Use of the Seal.*—The seal of the Company shall not be used or affixed to any deed, certificate of shares, or other instrument, except in the presence of two or more of the Directors, or of one Director and the Agents and Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Agents and Secretaries, in the event of a firm being the Agents and Secretaries, being signified by a partner or duly authorized Manager, Attorney, or

Agent of the said firm signing the firm name of the firm name *per procuracionem* or signing for and on behalf of the said firm as such Agents and Secretaries, and in the event of a Company whether domiciled or incorporated in the Island of Ceylon or elsewhere being the Agents and Secretaries, being signified by a Director or the Secretary, or the duly authorized attorney of such Company signing for and on behalf of such Company as Agents and Secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the Agents and Secretaries. Any instrument sealed with the seal of the Company and signed by two or more Directors or by one Director and the Agents and Secretaries of the Company shall be presumed to be duly executed.

ACCOUNTS.

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

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

140. *Profit and Loss Account and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company for the period since the preceding account and balance sheet, or in the case of the first account and balance sheet since the incorporation of the Company made up to a date not more than six months before such meeting.

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

144. *Division of Profits.*—Subject to the rights of holders of shares issued upon special conditions, and to any arrangement that may be made by the Company to the contrary, and subject as to shares not fully paid up to any special arrangement made as regards money paid in advance of calls, and subject to the provisions of these presents as to reserve fund, the profits of the Company shall be divisible among the Shareholders in proportion to the capital paid or credited as paid on the shares held by them respectively.

145. *Declaration of Dividends.*—The Company in General Meeting may declare a dividend to be paid to the Shareholders according to their rights and interests in the profits and may fix the time for payment. Provided always that if shares shall have been issued during the course of a financial year the holder thereof shall subject to any arrangement made by the Directors to the contrary only be entitled to have paid to him in respect of dividends on such shares a proportionate part of the dividends for such financial year calculated on the proportionate part of the year from the date on which such shares were allotted, treating such dividends as earned rateably over the whole year. No dividend shall be payable out of the capital of the Company, and the declaration of the board as to the amount available for dividend shall be conclusive. No dividend shall exceed the amount recommended from time to time by the Board, but the Company in General Meeting may declare a smaller dividend.

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

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

148. *Reserve Fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may set aside out of the profits of the Company, such sum as they think proper as a reserve fund, and may invest the same in such securities as they shall think fit (subject to the provisions of Article 3 hereof) or place the same on fixed deposit in any bank or banks, and may from time to time deal with, vary, or realize such securities and dispose of

all or any part thereof for the benefit of the Company. The Directors may divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets, and the Directors may also carry forward any profits which they may deem it not prudent to divide.

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

150. *Capitalization of Reserve.*—The Company in General Meeting may, at any time and from time to time, pass a resolution that any sum not required for the payment or provision of any fixed preferential dividend, and (a) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares or debentures of the Company, or any sum arising from any operation creating an excess of assets on capital account, or (b) being undivided nett profits in the hands of the Company be capitalized, and that such sum be set free for distribution and be appropriated as capital to and amongst the ordinary Shareholders in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the ordinary shares, and in such manner as the resolution may direct, and such resolution shall be effective provided that such powers shall not be exercised unless recommended by the Board, and the Directors shall in accordance with such resolution, apply such sum in paying up in full (or, with the consent of all the ordinary Shareholders, in part) any unissued shares or debentures or other obligations of the Company on behalf of the ordinary Shareholders aforesaid, and appropriate such shares or debentures, or other obligations, and distribute the same credited as fully paid up (or, as the case may be, partly paid up) amongst such Shareholders in the proportions aforesaid in satisfaction of their shares and interests in the said capitalized sum, or shall apply such sum or any part thereof on behalf of the Shareholders aforesaid in paying up the whole or part of any uncalled balance, which shall for the time being be unpaid in respect of any issued ordinary shares held by such Shareholders, or otherwise deal with such sum as directed by such resolution. Where any difficulty arises in respect of any such distribution, the Directors may settle the same as they think expedient, and in particular they may issue fractional certificates fix the value for distribution of any shares or debentures, or other obligations, make cash payments to any Shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures or other obligations in trustees upon such trusts for the persons entitled to share in the appropriation and distribution, as may seem just and expedient to the Directors.

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

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

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

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

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

156. *Shares held by a Firm.*—Every dividend 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.

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

AUDIT.

158. *Accounts to be Audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors.

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

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

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

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

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

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

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

NOTICES.

166. *Notices how Authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agents or Secretaries, or other persons appointed by the Board to do so.

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

176. *Distribution.*—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any), the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on

such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at the places and on the days and dates hereinafter mentioned :

JANET HAMILTON.

DONALD E. HAMILTON.

H. DENHOLM NICHOLSON.

LYCETT GARDNER.

THEO. GARDNER.

LESLIE W. F. DE SARAM.

JOHN A. LORAM.

Witness to the signature of DONALD EDWARD HAMILTON, at Badulla, this 8th day of January, 1928 :

HENRY K. S. KEYT.
Proctor, Supreme Court, Badulla.

Witness to the signature of HAROLD DENHOLM NICHOLSON, at Odoowera estate, Demodera, this 8th day of January 1928 :

HENRY K. S. KEYT.
Proctor, Supreme Court, Badulla.

Witness to the signatures of LYCETT GARDNER and THEOTILA MARY GARDNER, at Badulla, this 11th day of January, 1928 :

HENRY K. S. KEYT,
Proctor, Supreme Court, Badulla.

Witness to the signature of JANET HAMILTON, at Kandy, this 13th day of January, 1928 :

NIGEL I. LEE.
Proctor, Supreme Court, Kandy.

Witness to the signatures of JOHN ANNING LORAM and LESLIE WILLIAM FREDERICK DE SARAM, at Colombo, this 16th day of January, 1928 :

J. A. MARTENSZ,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE MOLA ELIYA COCONUT ESTATE COMPANY, LIMITED.

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For the
publication
1. The name of the Company is "THE MOLA ELIYA COCONUT ESTATE COMPANY, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The object for which the Company is to be established are—
 - (a) To purchase from the proprietors thereof the Mola Eliya estate, situate in the District of Kurunegala, North-Western Province, in Ceylon.
 - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in coconut, 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 coconut and coffee curing mills, tea and rubber factories, cacao, 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 coconuts, tea, rubber, cacao, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such coconuts, tea, rubber, cacao, 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 coconuts, tea, rubber, 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 coconuts, tea, rubber, cacao, chocolate, 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 and retail.
 - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of coconuts, tea, rubber, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other Company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit, also to pay off and reborrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) 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 2) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares, 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 3) 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 4) 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 5) 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 afore-said, 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 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 Eight hundred thousand Rupees (Rs. 800,000), divided into Eighty thousand (80,000) 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.
H. F. PARFITT,	Colombo	..	..	One
J. F. SIBBALD,	Colombo	..	..	One
E. O. MACKWOOD,	Colombo	..	..	One
C. R. BROCKLEHURST,	Colombo	..	..	One
R. P. L. ROSS,	Colombo	..	..	One
W. D. MORTON,	Colombo	..	..	One
J. C. KELLY,	Colombo	..	..	One

Dated at Colombo, this 13th day of January, 1928.

Witness to the above signatures :

FRED. DE SARAM,
Proctor, Supreme Court.

ARTICLES OF ASSOCIATION OF THE MOLA ELIYA COCONUT ESTATE 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 Mola Eliya Coconut Estate 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 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 whereby 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 Mola Eliya Coconut 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 Eight hundred thousand Rupees (Rs. 800,000), divided into 80,000 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 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 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 an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 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 certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

CALLS.

22. 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 six 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 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.

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 sole Shareholder shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

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 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.

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

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.

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, 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 MEETING.

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.

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 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.

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.

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 person, 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 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 :—

The Mola Eliya Coconut Estate 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 one hundred fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

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

89. The first Directors shall be Howard Frank Parfitt of Colombo and L. M. W. Wilkins of Bentota, Ceylon. 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 clause 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 vested, 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 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 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 Mela Eliya Coconut 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 inspector, or any similar office.

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

PROCEEDINGS OF DIRECTORS.

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 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 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. (a) The firm of Mackwoods, Limited, shall be the first Agents and Secretaries of the Company.

(b) Unless and until otherwise mutually arranged the Agents and Secretaries shall be entitled to receive by way of remuneration a sum not exceeding Rs. 5,000 per annum in addition to the customary commission and charges usually charged by estate agents in Colombo.

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

145. The Directors may deduct from the dividend or bonus payable to any Shareholder all such sums 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 of any bonus to be paid, shall be given to each Shareholder entitled thereto, and any dividend or bonus unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

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

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

NOTICES.

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

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

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

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

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

154. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 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*.

ARBITRATION.

155. Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

H. F. PARFITT.

J. F. SIBBALD.

E. O. MACKWOOD.

C. R. BROCKLEHURST.

R. P. L. ROSS.

W. D. MORTON.

J. C. KELLY.

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

FRED. DE SARAJ,
Proctor, Supreme Court.

The Tempo Tea and Rubber Company, Limited.

NOTICE is hereby given that the Sixteenth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Fort, Colombo, on Thursday, February 16, 1928, at 11.30 A.M.

Business.

1. To receive the report of 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 8 to 17, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, January 31, 1928. Agents and Secretaries.

The Kirklees Estate Company, Limited.

NOTICE is hereby given that the Thirty-third Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Thursday, February 16, 1928, at 12 noon.

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 8 to 17, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, January 31, 1928. Agents and Secretaries.

The Remuna Rubber Company, Limited.

NOTICE is hereby given that the Eighteenth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Friday, February 17, 1928, at 11.30 A.M.

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 9 to 18, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, January 31, 1928. Agents and Secretaries.

The Ceylon Rubber Company, Limited.

NOTICE is hereby given that the Twenty-fifth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Saturday, February 18, 1928, at 11.30 A.M.

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 10 to 20, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, January 31, 1928. Agents and Secretaries.

The Gangawatta Estates Company of Ceylon, Limited.

NOTICE is hereby given that the Thirty-first Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Saturday, February 25, 1928, at 11 A.M.

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 17 to 27, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, January 31, 1928. Agents and Secretaries.

Yatapolla Estate, Limited.

NOTICE is hereby given that the Fifth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Monday, February 13, 1928, at 12.30 P.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 Auditors.
5. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & Co., LTD.,
Colombo, February 3, 1928. Agents and Secretaries.

The Labugama Rubber Estate, Limited.

NOTICE is hereby given that the Second Annual Ordinary General Meeting of Shareholders will be held at the office of the Company, Gaffoor building, Main street, Colombo, on Tuesday, February 14, 1928, at 12 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 Auditors.
5. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & Co., LTD.,
Colombo, February 3, 1928. Agents and Secretaries.

The Murraythwaite Rubber Company, Limited.

NOTICE is hereby given that the Third Annual Ordinary General Meeting of Shareholders will be held at the office of the Company, Gaffoor building, Main street, Colombo, on Wednesday, February 15, 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.
5. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & CO., LTD.,
Colombo, February 3, 1928. Agents and Secretaries.

The Sittagama Rubber Company, Limited.

NOTICE is hereby given that the Seventeenth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Friday, February 17, 1928, at 12 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 Auditors.
5. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & CO., LTD.,
Colombo, February 3, 1928. Agents and Secretaries.

The Montagne Rubber Company, Limited.

NOTICE is hereby given that the Eighteenth Annual Ordinary General Meeting of the Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Wednesday, February 29, 1928, at 11 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 Auditors.
5. To transact any other competent business.

By order of the Directors,

GORDON FRAZER & CO., LTD.,
Colombo, February 3, 1928. Agents and Secretaries.

The Kalutara Rubber Company of Ceylon, Limited.

NOTICE is hereby given that the Twenty-fourth Annual Ordinary General Meeting of the Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Wednesday, February 29, 1928, at 11.30 A.M.

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

By order of the Directors,

GORDON FRAZER & CO., LTD.,
Colombo, February 3, 1928. Agents and Secretaries.

The Hillwood Tea Company, Limited.

NOTICE is hereby given that the Eighth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Wednesday, February 15, 1928, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To elect a Director.
3. To appoint Auditors for 1928.
4. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from February 1 to 18, 1928, both days inclusive.

By order of the Directors,

LEWIS BROWN & CO., LTD.,
Colombo, January 31, 1928. Agents and Secretaries.

The Monte Cristo (Ceylon) Tea and Rubber Company, Limited.

NOTICE is hereby given that the Seventeenth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Thursday, February 16, 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 transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from February 2 to 19, 1928, both days inclusive.

By order of the Directors,

LEWIS BROWN & CO., LTD.,
Colombo, January 31, 1928. Agents and Secretaries.

The Arcadia Coconut Estates, Limited.

NOTICE is hereby given that the Seventeenth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Friday, February 17, 1928, at noon.

Business.

1. To receive the report of the Directors and accounts to December 31, 1927.
2. To elect a Director.
3. To appoint Auditors for 1928.
4. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from February 3 to 20, 1928, both days inclusive.

By order of the Directors,

LEWIS BROWN & CO., LTD.,
Colombo, January 31, 1928. Agents and Secretaries.

The Burnside (Ceylon) Tea Estates, Limited. 19/28

NOTICE is hereby given that the Fourth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince, building, Prince street, Fort, Colombo, on Monday, February 20, 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 transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from February 6 to 23, 1928, both days inclusive.

By order of the Directors.

LEWIS BROWN & CO., LTD.,
Colombo, January 31, 1928. Agents and Secretaries.

A. R. Ephraums Co-operative Company, Limited, Galle. 22/28

NOTICE is hereby given that the Eighth Ordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, 57, Poddar street, Galle, on Saturday February 11, 1928, at 10 A.M.

Business.

- (1) To receive the report of the Directors and statement of accounts for the year ended September 30, 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 may have been given.

The Transfer Books of the Company will be closed from February 4 to 11, 1928, both days inclusive.

By order of the Directors.

CHAS. P. HAYLEY & CO.,
Agents and Secretaries.

Galle, January 28, 1928.

The Lugaloya Tea and Rubber Company, Limited. 16/28

NOTICE is hereby given that the Third Ordinary General Meeting of the Shareholders of the Company will be held at 11 A.M. on Monday, February 13, 1928, at the registered office of the Company, 69, Queen street, Fort, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1927.
2. To elect Directors.
3. To declare a dividend.
4. To appoint Auditors and transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 6 to 13, 1928, both days inclusive.

By order of the Directors,

DARLEY BUTLER & CO., LTD.,
Colombo, January 26, 1928. Agents and Secretaries.

The Dehiowita Rubber Company, Limited. 18/28

NOTICE is hereby given that the Second Ordinary General Meeting of the Shareholders of this Company will be held at the registered office, Ambewatte House, Slave Island, Colombo, on Saturday, February 11, 1928, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts to December 31, 1927.

2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business that may be properly brought before the Meeting.

(The Transfer Books of the Company will be closed from February 4 to 11, 1928, both days inclusive.)

By order of the Directors,

CUMBERBATCH & CO.,
Colombo, February 1, 1928. Agents and Secretaries.

The Katiapola Rubber Company, Limited. 18/28

NOTICE is hereby given that the Ninth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Tuesday, February 14, 1928, at noon.

Business.

1. To receive the report of the Directors and balance sheet made up to 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 February 7 to 14, 1928, inclusive.)

By order of the Directors,

BOIS BROTHERS & CO., LTD.,
Colombo, February 1, 1928. Agents and Secretaries.

Vincit Tea and Rubber Company, Limited. 20/28

NOTICE is hereby given that the Twenty-first 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 11, 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 and to fix the remuneration of the Board.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from February 4 to 11, 1928, both days inclusive.

By order of the Directors,

WHITTALL & CO.,
Colombo, February 3, 1928. Agents and Secretaries.

The Upper Maskeliya Estates Company, Limited. 20/28

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 11, 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 and to fix the remuneration of the Board.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from February 4 to 11, 1928, both days inclusive.

By order of the Directors,

WHITTALL & CO.,
Colombo, February 3, 1928. Agents and Secretaries.

Pimbura Rubber Company, Limited.

NOTICE is hereby given that the Nineteenth 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 11, 1928, at 11 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 February 4 to 11, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Colombo, February 3, 1928. Agents and Secretaries.

Kanana Rubber Estate Company, Limited.

NOTICE is hereby given that the Eighteenth 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 11, 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 may have been given.

The Transfer Books of the Company will be closed from February 4 to 11, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Colombo, February 3, 1928. Agents and Secretaries.

The Great Western Tea Company of Ceylon, Limited.

NOTICE is hereby given that the Thirty-fifth 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 13, 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 31 to February 16, 1928, both days inclusive.

By order of the Directors,

J. M. ROBERTSON & Co.,
Colombo, January 31, 1928. Agents and Secretaries.

Aigburth Tea Company, Limited.

NOTICE is hereby given that the Twelfth 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 Tuesday, February 14, 1928, at 11 A.M.

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 an Auditor.

4. To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 1 to 14, 1928, both days inclusive.

By order of the Directors,

J. M. ROBERTSON & Co.,
Colombo, February 1, 1928. Agents and Secretaries.

Broughams, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at the registered office, York arcade, Fort, Colombo, on Saturday, February 11, 1928, at 12 noon for the purpose of passing the following resolutions:—

- (1) That the nominal capital of the Company be increased from Rs. 300,000 divided into 30,000 shares of Rs. 10 each to Rs. 500,000 divided into 50,000 shares of Rs. 10 each, by the creation of 20,000 new shares of Rs. 10 each.
- (2) That the Articles of Association of the Company be altered as follows:—

Article 52, *Borrowing Powers*.—The words "Seventy-five thousand (Rs. 75,000)" to be substituted for the words "Twenty-five thousand (Rs. 25,000)," and the clause to read as follows:—

"The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estate, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purpose of the Company, provided that the money so borrowed or raised and owing at any one time shall not without the sanction of a General Meeting, exceed Rupees Seventy-five thousand (Rs. 75,000)."

Should the above resolutions be passed by the requisite majority, they will be submitted for confirmation as special resolutions at a further Extraordinary General Meeting which will be held at the registered office of the Company, on Monday, February 27, 1928, at 12 noon, of which meeting notice is hereby given.

By order of the Board,

S. RATNANATHAN,
Colombo, February 1, 1928. Secretary.

The Tannahena Rubber Estates, Limited.

NOTICE is hereby given that the Twelfth Annual General Meeting of the Company will be held at 12 noon on Tuesday, February 21, 1928, at the registered office of the Company, Australia buildings, Fort, Colombo.

Business.

- (1) To receive the report of the Directors and accounts to December 31, 1927.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To appoint Auditors.

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

The Transfer Books of the Company will be closed from February 15 to 21, 1928, both days inclusive.

By order of the Directors,

CARSON & CO., LTD.,
Colombo, February 1, 1928. Agents and Secretaries.

The Udage Tea and Rubber Company, Limited.

NOTICE is hereby given that the Twenty-first Annual General Meeting of the Shareholders of this Company will be held at 3 P.M. on Wednesday, February 22, 1928, at the registered office of the Company, Australia buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.

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

The Transfer Books of the Company will be closed from February 15 to 22, 1928, both days inclusive.

By order of the Directors,

CARSON & CO., LTD.,
Colombo, February 1, 1928. Agents and Secretaries.

The Colombo Launch Company, Limited.

NOTICE is hereby given that the Twentieth Annual General Meeting of the Shareholders of the Company will be held at 12 noon on Wednesday, February 22, 1928, at the registered office of the Company, Australia buildings, York street, Colombo.

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

The Transfer Books of the Company will be closed from February 18 to 22, 1928, both days inclusive.

By order of the Board,

CARSON & CO., LTD.,
Colombo, February 1, 1928. Agents and Secretaries.

Auction Sale.

Mortgage Decree

In the District Court of Colombo.

S. K. R. A. A. R. Ramasamy Chetty of Sea street. Plaintiff.
No. 26,455. Vs.

(1) Rupasinghe Arachchige Piyacilly Perera and another of Kotahena, Colombo Defendants.

In obedience to the commission issued to me in the above case, I shall offer for sale by public auction on Wednesday, February 29, 1928, at our rooms No. 31, Canal row, Fort, Colombo, the following property in Kurunegala District, planted with rubber and coconuts, viz. :—

At 2.15 P.M.

All that and those the estate, plantation, and premises called and known as Dalupotawatta estate, comprising of all that and those the several lands and premises hereinafter particularly described in this and the third schedule hereto, which said several lands and premises adjoin each other, and, from their situation as respects one another, can be included in one survey; and together contain in extent the aggregate 84 acres.

(a) An allotment of land called Yahalgodella, situated in the villages Siyambalawalana and Dalupothewatta in the taluk of Katugampola hatpattu, in the District

of Kurunegala, North-Western Province; bounded on the north by Madangahahena claimed by Hiturala and others, Damunugahahena claimed by the Medapola vihare, Rakkatnagahahena claimed by Hamine, and Kolongahahena claimed by Punchirala, on the east by Nugawalagawahena claimed by Punchi Menika and Dawatagahahena claimed by Horatala, on the south by Beligollehena and Botalehena claimed by Lama Etana, Ketakelagahawatta claimed by Ukku Banda, Kajugahawatta claimed by Girigoris Appu, Kahatagahawatta claimed by Punchappu, and Batalahenawatta claimed by Samuelhamy, and on the west by Ambagahawatta claimed by Appuhamy and reservation along the path; containing in extent (exclusive of the path and reservation passing through the land) 26 acres 1 rood and 33 perches, according to the survey and description thereof authenticated by Col. F. C. H. Clarke, late R.A., Surveyor-General, bearing date November 10, 1892, No. 159,223, registered C 303/8, Kurunegala.

(b) An allotment of land called Lekamgodalla, situate in the village Dalupotawatta aforesaid; bounded on the north by Bulugahahena claimed by Banda Arachchi, Kajugahahena claimed by Mekikrala, on the east by Madangahahena claimed by Heturala and others, and on the west and south by Nugagawahenyaya claimed by Hiturala and others; containing in extent 11 acres 3 roods and 39 perches, according to the survey and description thereof authenticated by Col. F. C. H. Clarke, late R.A., Surveyor-General, bearing date November 10, 1892, No. 159,224, registered C 303/9, Kurunegala.

(c) An allotment of land called Mahawattekele, situate in the village Dalupotawatta aforesaid; bounded on the north by T. P. 159,224 and lot 33 in P. P. 373, on the east by a road, on the south by lot 33½ in P. P. 373, and on the west by T. P. 159,224; containing in extent 1 rood and 27 perches, according to the survey and description thereof authenticated by R. S. Templeton, Esq., Surveyor-General, bearing date January 25, 1913, No. 287,261, registered C 303/10, Kurunegala.

(d) An allotment of land called Ginigalkandewatta and Ginigalkandamukalana, situate in the village Dalupotawatta aforesaid; and bounded on the north by a road and lot 33a in P. P. 373, on the east by lot 33a in P. P. 373 and T. P. 159,223, on the south by a water-course, and on the west by lots 4236 and 35 in P. P. 373; containing in extent 2 roods, according to the survey and description thereof authenticated by the said R. S. Templeton, Esq., Surveyor-General, bearing date January 25, 1913, No. 287,262, registered C 303/11, Kurunegala.

(e) An allotment of land called Mawatayayahena, Madangahahena, &c., situate in the village Dalupotawatta aforesaid; bounded on the north by lots 26f, 27, 26r, 26t, and 28 in P. P. 387, lot 33 in P. P. 373, and a road, on the east by lot 62 in P. P. 386, on the south by T. P. 159,223, lot 34 in P. P. 373, and a road, on the west by lot 33g in P. P. 373 and T. P. 159,224; containing in extent, exclusive of the road passing through the land 5 acres and 39 perches, according to the survey and description thereof authenticated by the said R. S. Templeton, Esq., Surveyor-General, bearing date January 25, 1913, No. 287,262, registered C 303/12, Kurunegala.

(f) An allotment of land called Mattumahanyana and Monaranatanakandahena, situate at Kalupotawatta aforesaid; bounded on the north by lot 20 in P. P. 387, on the east by lots 28a, 28l, 31a, 28k, 30, 28j, and 28i in P. P. 373, on the south by lot 28g in P. P. 373, and on the west by lots 28g, 28f, 25, 28e, and 28d in P. P. 373; containing in extent 12 acres 3 roods and 19 perches, according to the survey and description thereof authenticated by the said R. S. Templeton, Esq., Surveyor-General, bearing date January 25, 1913, No. 287,440, registered C 303/13, Kurunegala.

(g) An allotment of land called Lekamhenamukalana, situate in the village Dalupotawatta aforesaid; bounded on the east by T. P. 159,224, and on all other sides by lot 28a in P. P. 373; containing in extent 3 roods and 14 perches, according to the survey and description thereof authenticated by the said R. S. Templeton, Esq., Surveyor-General, bearing date January 25, 1913, No. 287,438, registered C 303/14, Kurunegala.

(h) An allotment of land called Mirimalakanda, situate in the village Dalupotawatta aforesaid; bounded on the north by lots 12b and 27 in P. P. 373, on the east by lot 27 in P. P. 373, Pitalehena and lot 8 in P. P. 375, on the south by lots 8 and 1 in P. P. 375, and on the west by lot 1 in P. P. 375 and lots 12c and 12b in P. P. 373; containing in extent 1 acre 2 roods and 34 perches, according to the survey and description thereof authenticated by the said R. S. Templeton, Esq., Surveyor-General, bearing date May 15, 1913, No. 291,844, registered C 303/15, Kurunegala.

2. All that lot A of the land called Mattamuhenyawatta, situate at Dalupotawatta aforesaid; bounded on the north by the boundary of Konduruwawala village, east by chena of Banda Arachchi and T. P. 287,438, on the south by lot B and T. P. 287,438, and west by land of Banda Arachchi; containing in extent 7 acres 3 roods and 2½ perches as per plan thereof, dated October 9, 1919, made by E. C. Daniels, Licensed Surveyor, registered C 358/241, Kurunegala.

3. An allotment of land called Walahawetichikanda, situate in the village Konduruwawala in the Medapattu korale east of Katugampola hatpattu, in the District of Kurunegala aforesaid; bounded on the north by T. P. 308,851, on the east by T. Ps. 308,851, 288,618, and 289,178, and Dalupotawatta village boundary, on the south by Dalupotawatta village boundary, and on the west by an ela; containing in extent 5 acres 1 rood and 30 perches, according to the survey and description thereof authenticated by W. C. S. Ingles, Esq., Surveyor-General, bearing date August 1, 1918, No. 330,278, registered C 358/242, Kurunegala.

4. An allotment of land formerly called Mattamahena, and now called Migahamulawatta, situated in the village Dalupotawatta aforesaid; bounded on the north by lot 28a in P. P. 373, on the east by the lots 28a, 31b, and 22 in P. P. 373, on the south by lot 30 in P. P. 373, and on the west by lots 28c and 31 in P. P. 373; containing in extent 2 acres and 21 perches, according to the survey and description thereof authenticated by the said R. S. Templeton, Esq., Surveyor-General, bearing date January 25, 1913, No. 287,439, registered C 436/28, Kurunegala.

5. One undivided sixth part or share of and in the land called Kadurugahamulahena and the adjoining Siyambalahahena, situate in the village Dalupotawatta aforesaid; bounded on the north by Moharandanakanda and Migahamulahena, on the east by the ela and the garden of Ranhamy and others, on the south by the fence of the garden of Samuel Appu and Government land, and on the west by Manarandanakanda belonging to Ahamado Lebbe Mohamado Sally; containing in extent about 3 acres and 2 roods, registered C 311/360 or 435/206, Kurunegala.

6. An allotment of land called Kapugahamulahena, situate in the village Konduruwawala aforesaid; bounded on the north by lots 26a, 26f, and 26m in P. P. 387, on the east and south by lot 26g in P. P. 387, and on the west by lot 26a in P. P. 387; containing in extent 1 acre and 22 perches, according to the survey and description thereof authenticated by the said R. S. Templeton, Surveyor-General, bearing date February 18, 1913, No. 288,625, registered C 314/323 or 435/208, Kurunegala.

7. One undivided ½ part or share of and in the land called Bogahamulawatta, situate in the village Konduruwawala aforesaid; bounded on the north by lands mentioned in T. Ps. 288,848 and 289,536 and lot bearing No. 32 in P. P. 387, on the east by lot 32 in P. P. 387, on the south by land mentioned in T. P. No. 299,076, and on the west by land mentioned in T. P. 288,620; containing in extent 3 acres 3 roods and 19 perches, registered C 331/11 or 435/208, Kurunegala.

8. All that allotment of land called Kongallahena, situated at Konduruwawala aforesaid; bounded on the north by Giripiana village boundary and T. P. 299,075, on the east by T. Ps. 299,075 and 2,888,617 and lot 19, on the south by T. P. 294,103, and on the west by Giviana village boundary; containing in extent 3 acres and 37 perches, according to the survey and description thereof authenticated by the said W. C. S. Ingles, Esq., Surveyor-General, bearing date December 10, 1920, No. 3,418,856, registered C 436/3,200, Kurunegala.

9. One undivided sixth part or share of and in the land called Kanatiriyagalahena, situated at Dalupotawatta aforesaid; bounded on the north by lots 28c and 28k in P. P. 373, on the east by and south lot No. 22 in the said plan, and on the west by lots 28h, 28c in the same plan No. 373; containing in extent 3 acres and 4 perches, registered C 370/198 of C 435/208, Kurunegala.

10. All that undivided portion towards the west of the land called Millagahamulahena and a portion of the adjoining Bogahamulawatta and another portion of the adjoining Batalehena, which form one property, situate at Dalupotawatta aforesaid; bounded on the north by Ranhamy's land and the property of Salihu Hadjiar, on the east by another portion of Millagahamulahena in possession of Anthony Appu, on the south by Gansabhawa road, and on the west by bandaru fence between the remaining portion of Batalehena; containing in extent 1 acre and 2 roods, and registered C 408/292, Kurunegala.

For deeds apply to Messrs. Wilson & Kadingamer, Courts, Colombo.

Phone: 733.

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

Auction Sale under Mortgage Decree.

BY virtue of a commission issued to me by the District Court of Colombo in case No. 26,323, I shall sell by public auction on Saturday, February 25, 1928, at the spot at 4 P.M.:

All those undivided ¼ shares of and in the land called Pamburugawatta, with all and singular the buildings and plantations thereon and the ¼ planter's share (exclusive of a planter's ¼ share in the second plantation), situated at Welipitiya in Alutgamb-dde of Kalutara totamuna, in Kalutara; containing in extent about 2 acres.

Further particulars from S. Sivasubramaniam, Esq., Proctor, Supreme Court, Colombo, or—

Phone: 1039.
119, Hulftsdorp.

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

Auction Sale.

Valuable Property situated at Brassfounder Street.

UNDER mortgage decree in D. C., Colombo, case No. 26,249, I shall sell by public auction on Tuesday, February 20, 1928, at 5 P.M., at the spot:

All that allotment of land with the house standing thereon bearing allotment No. 39 and ward No. 527, situated at Brassfounder street; in extent 8 8/100 perches.

Further particulars from Messrs. T. D. & E. L. Mack, Proctors and Notaries, or—

Phone: 1039.
119, Hulftsdorp.

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

Auction Sale.

Valuable Gardens and Fields in Ratnapura District.

UNDER instructions from the administratrix and with the leave of the District Court of Kalutara in testamentary case No. 1,816, I shall sell by public auction the following properties at the respective spots, on the dates and times as set forth below:—

On February 13, 1928, commencing at 10 A.M.

1. Undivided ½ share of aramba and of trees thereon in extent about 6 kurunies kurahan sowing, situated at Kattange in Uda pattu in Nawadan korale in Ratnapura District.

2. Undivided ¼ of ¼ share of Kattangedeniyeudahakella, in extent 12 kurunies paddy sowing, at ditto.

3. Undivided $\frac{1}{2}$ share of Kohilagalearamba and of trees thereon, in extent about 10 seers kurahan sowing, at ditto.

4. Undivided $\frac{1}{2}$ share of Badahelawattaramba and of trees thereon, in extent 6 seers kurahan sowing, at ditto.

5. Undivided $\frac{1}{2}$ share of Nekatigewatta and of trees, in extent 7 seers kurahan sowing, and undivided $\frac{1}{12}$ share of Hathawekumbureudahakella, in extent 12 kurunies paddy sowing, at ditto.

6. Undivided $\frac{1}{2}$ share of Mulmandiyekattadigearamba alias Egodawatta, in extent about 4 acres and of trees thereon, at ditto.

7. Undivided $\frac{1}{12}$ share of Etambagahalanda and of trees thereon, in extent 6 seers kurahan sowing, situated at Dandawa in Uda pattu.

On February 14, 1928, commencing at 1 P.M.

8. All that Medawatteowita and of trees thereon, in extent 4 seers kurahan sowing, situated at Dimbulwala in Atakalan korale.

9. Undivided $\frac{5}{15}$ share of Medawatteowitawatta and of trees thereon, in extent 7 seers kurahan sowing, at ditto.

10. Undivided $\frac{1}{12}$ share of Ellewatta and of trees thereon, in extent 4 seers kurahan sowing, at ditto.

11. Undivided $\frac{1}{5}$ share of Dehipitiyawatta and of trees thereon, in extent 10 seers kurahan sowing, at ditto.

12. Undivided $\frac{1}{2}$ of $\frac{1}{2}$ share of Maha-aramba and of trees thereon, in extent 6 seers kurahan sowing, at ditto.

13. Undivided $\frac{1}{2}$ share of Dollisnekella, in extent 1 pela paddy sowing, at ditto.

On February 15, 1928, at 10 A.M.

14. Undivided $\frac{1}{2}$ share of Weepolewatta and of trees thereon, in extent 2 seers kurahan sowing, situated at Atakalanpenna in Pannil pattu.

Further particulars from O. G. de Alwis, Esq., Proctor, Supreme Court, Kalutara, or—

H. D. S. PERERA,

Auctioneer.

Panadura, January 20, 1928.

Auction Sale.

Valuable Properties in the Districts of Kurunegala and Chilaw.

UNDER Decree in case No. 2,023, D. C., Negombo, entered in favour of the plaintiff K. N. K. L. Han-nappa Chetty by his attorney Muna Rawanna Muna Muttusamy Naidu of Negombo, against the defendant Justin Wilmot Allanson Amarasekera of Madampe, as executor of the estate of the late Francis Wijesinghe Jayawardene, deceased, and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 24,766-67, with interest on Rs. 19,000 at 20 per cent. per annum from November 11, 1927, to December 31, 1927, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full and costs of suit, I shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 486, dated April 11, 1925 and attested by W. V. Wijekoone, Notary Public, by public auction at the respective spots on the hereinafter mentioned dates, viz. :—

On Friday, February 24, 1928, at 10 A.M.

1. All that land called Nugagahamula alias Siyambala-gahamulawatta, situate at Kekunawela in Yagampattu korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province; containing in extent 47 acres 1 rood and 32 perches.

At 10.30 A.M.

2. An undivided $\frac{1}{2}$ share of the land called Bogahamula henyaya alias Kohombagahamulahenyaya, situate at Kekunawela Ethungahakotuwa, in Yagampattu korale

aforsaid; containing about 2,000 coconut trees plantable ground in extent; which said $\frac{1}{2}$ share is now divided western portion of the land called Ethungahakotuwa estate, consisting of Bogahamulahenyaya and Kohombagahamulahenyaya as appearing in plan No. 368, dated October 15, 1923, and made by Mr. L. R. Jayamanna, Licensed Surveyor, containing in extent 22 acres 2 roods and 6 perches.

At 1 P.M.

3. An undivided $\frac{1}{2}$ share of the field called Muttetuwa, situate at Udawalawa, in Yatakalam pattu of Pitigal korale aforesaid; containing in extent about 16 acres.

At 2 P.M.

4. All that land called Kammalawatta, situate at Madampe in Yagam pattu of Pitigal korale aforesaid; containing in extent about 2 acres.

At 2.30 P.M.

5. An undivided $\frac{1}{2}$ share out of an undivided 923/42256 share from and out of the undivided half share of the land called Alutwalanawatta, situate at Madampe aforesaid; containing in extent about 98 acres.

At 3 P.M.

6. All that undivided portion in extent 8 acres 2 roods and 36 $\frac{3}{4}$ perches from and out of the land called Miriswatta alias Miriswelawatta, situate at Peekulama in Yagam pattu aforesaid; containing in extent about 25 acres 3 roods and 38 perches.

At 3.30 P.M.

7. An undivided $\frac{1}{2}$ share out of an undivided 923/42256 share from and out of the undivided half share of the land called Irattakulamayaya, situate at Irattakulama in Yagam pattu aforesaid; containing in extent about 542 acres.

At 4.30 P.M.

8. All that land called Maditiyagahawatta, situate at Pattiayagama in Madampe aforesaid; containing in extent 1 acre.

On Saturday, February 25, 1928, at 1.30 P.M.

9. An undivided $\frac{1}{2}$ share out of an undivided 923/42256 share from and out of an undivided half share of the field called Kuddetiyaawekumbura, situate at Kuddetiya in Medapalata aforesaid; containing in extent about 30 acres.

At 2.30 P.M.

10. An undivided $\frac{1}{2}$ share of the field called Heen-irawella, situate at Paluwelgala, in Medapalata aforesaid; containing in extent about 9 acres.

At 3.30 P.M.

11. An undivided $\frac{1}{16}$ share of the field called Meda-howawasama, situate at Nattandiya, in Medapalata aforesaid; containing in extent about 14 acres.

At 4.30 P.M.

12. An undivided $\frac{1}{2}$ share out of the undivided 923/42256 share from and out of the undivided half share of the field called Maningalakumbura, situate at Maningala in Medapalata aforesaid; containing in extent about 28 acres.

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

EDWIN V. PERERA,

Auctioneer.

Negombo, January 31, 1928.

Auction Sale.

In the District Court of Negombo.

Agnes Rosaline Senaratne Jayakody Walawwe
Mahathmi of Diulapitiya Plaintiff.

No. 1,823.

Vs.

Sikuradipathi Ganithayasinge Abhinno of Bombugam-
mana in Dasia pattuwa Defendant.

UNDER decree in the above case, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,255, with interest on Rs. 1,000 at 18 per cent. per annum from August 3, 1927, till October 24, 1927, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell by public auction at the respective spots on Friday, February 24, 1928, the under-mentioned properties mortgaged by bond No. 25567 dated March 3, 1926, attested by J. W. P. Samarasekera, Notary Public, as a primary mortgage, to wit :

At 3 P.M.

1. The field called Kekunagahakumbura, situate at Bombugammana in Dasia pattuwa of the Alutkuru korale, in the District of Negombo, in extent 4 parrahs of paddy sowing ground, which said field is depicted in plan No. 3,204 dated March 12, 1924, made by J. C. Fernando, Surveyor, as lots A and B, and is in extent 2 acres and 37 perches, of which the undivided three-fifth shares.

At 3:30 P.M.

2. The field called Kekunagahakumbura, situate at Bombugammana aforesaid, in extent about 3 parrahs of paddy sowing ground, which said field according to the said plan No. 3,204 is in extent 2 acres 2 roods and 4 perches, of which the undivided three-fifth shares.

For further particulars, please apply to D. W. Samarasinghe, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or to us—

K. L. PEREIRA & SON,
Negombo, January 31, 1928. Auctioneers.

Auction Sale.

UNDER and by virtue of a commission issued in case No. 572 insolvency, D. C., Galle, I shall sell by public auction the following movable and immovable property on the dates and at the hours and places hereinafter mentioned, viz., on Thursday, February 16, 1928, at the rice store of V. E. I. S. Letchman Chettyar, High street, Galle, commencing at 3 P.M.—

1 jakwood bed	1 nadoon small table
2 small jakwood beds	1 dinner table in 3 pieces
2 jakwood easy chairs	1 ofa
2 rattan chairs	1 clock
1 rattan easy chair	1 half cart
2 jakwood teapoys	1 hackery
1 jakwood large round table	1 phaeton
5 jakwood chairs	1 seat cart
1 nadoon dressing table	1 large scale and accessories
1 nadoon hatstand	3 pairs of wheels for making rope
1 nadoon large teapoy	1 wheelbarrow
2 nadoon screens	1 pair deer head
1 nadoon sideboard	

On Friday, February 17, 1928, at the spot at 1 A.M.

All that $\frac{1}{2}$ of lots Nos. 9 and 10 of Mahammadumullekumbura, situated at Alutwala in Wellaboda pattu of Galle.

On Friday, February 17, 1928, commencing at 2.30 P.M. at the respective spots.

All that $\frac{1}{2}$ and $\frac{1}{48}$ parts of Paragahawatta, situated at Pinkanda in Wellaboda pattu of Galle.

All that $\frac{1}{12}$ and $\frac{1}{72}$ parts of the boutique standing on Lindamulawatta, together with the ground covered thereby, situated at Dodanduwa in Wellaboda pattu of Galle.

CHAS. M. GOONASEKERA,
Galle, January 24, 1928. Auctioneer.

Auction Sale of Mortgaged Property.

BY virtue of a commission issued to me in case No. 24,750, D. C., Galle, for the recovery of the sum of Rs. 600, with interest thereon at 9 per cent. per annum from November 22, 1927 till payment in full, and costs of suit due from the defendants (1) D. Puweris Appu of Unawatuna and another to the plaintiffs (1) A. T. Sopihamy and another, both of Ahangama, I shall sell by public auction on Monday, February 27, 1928, commencing at 2 P.M. at the spots, the following specially mortgaged property, to wit :—

1. All that the undivided $\frac{1}{144}$ part of the soil and trees of the land called Goyapanabissewatta, situated at Ahangama in Galle; in extent about 1 acre.

2. All that undivided $\frac{1}{12}$ part of the planter's $\frac{1}{2}$ share of second plantation and $\frac{1}{160}$ parts of the remaining soil and trees and $\frac{1}{12}$ part of 15 cubits tiled house standing thereon of the land called Orutotawatta, situated at Ahangama aforesaid; containing in extent about 2 acres.

On same Monday, commencing at 3.30 P.M. at the spot

3. All that the undivided $\frac{1}{12}$ part of the portion marked letter B of the land called Deniya alias Tuttirihenedeniya, situated at Midigama in the Matara District, containing in extent 1 acre 1 rood and 30.06 perches.

January 28, 1928.

K. JOHN GABRIEL,
Commissioner.

Auction Sale.

In the District Court of Jaffna.

(1) Muthalithamby Mappanakulasekarampillai and wife (2) Rasamattammah, both of Kodikamam, presently of Wellawatta Plaintiffs.

No. 22,943.

Vs.

(1) Kovintha Sithamparanathar and wife (2) Ponnammah of Meesalai Defendants.

IN terms of the commission dated January 23, 1928, issued by the District Court of Jaffna, to recover the sum of Rs. 752.50, with interest on Rs. 500 at 12 per cent. per annum from September 15, 1927, till payment in full and costs of suit Rs. 159.27, poundage and charges, the following decreed property will be sold by public auction at the spot on Monday, February 27, 1928, at 9 A.M. :—

1. Land situated at Meesalai in Chavakachcheri parish Thenmaradchchy division of the Jaffna District, Northern Province, called Aladivalavu and Seddiveli, containing or reputed to contain in extent 18 $\frac{7}{8}$ lachams varagu culture; and bounded or reputed to be bounded on the east and north by property of Alvin Sithamparanathar

Arulampalam, west by the properties of Alvin Sithamparanathan Arulampalam and the first defendant, and on the south by the property of the first defendant. The whole hereof.

2. Land situated at Meesalai as aforesaid called Kaddalparithanvalavu, containing or reputed to contain in extent 5 3/8 laohams varagu culture; and bounded or reputed to be bounded on the east by the properties belonging to the first defendant and to the Thirunelakandappillai temple at Meesalai, north by the property belonging to the Thirunelakandappillai temple at Meesalai, west by the property of Vettivelu Arunasalam, and on the south by road. The whole hereof.

J. P. KANTHYAH,
for Fiscal, N. P.
Commissioner.

Jaffna, January 30, 1928

Application for Enrolment as a Proctor.

I ALLAN PERRY DE ZILWA, presently of Victoria Cottage, 37, Cotta road, Borella, 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 admitted and enrolled as a Proctor of the said court.

Victoria Cottage,
37, Cotta road,
Colombo, January 31, 1928.

A. P. DE ZILWA.

Application for Enrolment as a Proctor.

I SANGARAPPILLAI VALEMURUGU of Tissawewa I, View, Anuradhapura, presently of 910, High street, Wellawatta, do hereby give notice that, six weeks hence, I

shall apply to 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.

910, High street,
Wellawatta, January, 27, 1928.

S. VALEMURUGU.

Application for Enrolment as a Proctor.

I AYAMPILLAI CHARLES KANAGASINGAM of I, Trincomalee, at present residing at Violet Cottage, Francis road, Maradana, do hereby give notice that, six weeks hence, I shall apply to the Chief Justice and the other Judges of the Supreme Court to be admitted and enrolled as a Proctor of the above said court.

Violet cottage,
Francis road,
Maradana, February 2, 1928.

A. C. KANAGASINGAM.

Application for Enrolment as a Proctor.

I JOSEPH GERALD FERNANDO, do hereby give I, notice that, six weeks hence, I shall apply to the Honourable the Chief Justice and the other Honourable Justices of the Honourable the Supreme Court of Ceylon to be admitted and enrolled as a Proctor of the said honourable court.

Albury House,
Moratuwa, February 1, 1928.

J. G. FERNANDO.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

I, Waramkulasuriya Juan Fernando, do hereby give notice that I have on December 23, 1927, applied to the Assistant Government Agent, Puttalam, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1928, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule referred to.

Name and address of applicant: W. Juan Fernando.

Description of licence or licences applied for: Hotel and bar licence for sale of foreign liquor.

State whether application is for a renewal of existing licence or licences or for a new licence or licences: For new licences.

Situation of premises to be licensed: 19/599, Princess Hotel, Bridge street, Chilaw.

W. JUAN FERNANDO,

A 16

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

NOTICE is hereby given that the under-mentioned package, which has been lying at the Indian Goods Shed, Maradana, beyond the time allowed by law, will be sold by public auction on Tuesday, February 21, 1928, at 1 P.M., unless previously cleared. All goods sold but not removed before the expiration of three clear days after the date of approval of the sale will become liable to the payment of rent at the rates prescribed in the Customs Tariff:—

Way Bill Number and Date.	From Station.	Consignee.	Number and Description of Goods.
2 97 of July 21, 1927	Teliparamba road	International Mercantile Agency	1 parcel cloth

H. M. Customs,
Colombo, January 25, 1928.

C. H. COLLINS,
for Principal Collector.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages, which have been lying at the Baggage Office, beyond the time allowed by law, will be sold by public auction, on Tuesday, February 28, 1928, at 1 P.M., unless previously cleared. All goods sold, but not removed before the expiration of three clear days after the date of approval of the sale, will become liable to the payment of rent at the rates prescribed in the Customs Tariff:—

Date 1927.	S. R. No.	Name.	Vessel.	Number and Description of Packages.
July 21	9164	Dr. D. H. C. Given	ss. Khiva	1 parcel
September 2	54	From Sub-Collector, Talaimannar	T.M. Train	1 parcel
September 18	820	Mr. Callender	ss. Narkunda	1 chair
September 19	872	Mohamed Ismail	Found in Baggage Office	1 empty box
October 28	3077 3079	K. L. T. and K. T. S. 10 28	From S. M. Fort	3 bags tobacco

H. M. Customs,
Colombo, January 25, 1928.

C. H. COLLINS,
for Principal Collector.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages, which have been lying at the No. 15 Warehouse beyond the time allowed by law, will be sold by public auction on Tuesday, March 6, 1928, unless previously cleared. Goods sold but not removed before the expiration of three clear days after the date of approval of the sale will become liable to the payment of rent at the rates prescribed in the Customs Tariff:—

Serial No.	Vessel.	Marks.	Number and Description of Packages.
1332	ss. Kosmo	Nil	1 drum lubricating oil (empty)
1348	ss. Clan Macphee	Nil	1 cart bush
1399	Unknown	Nil	1 barrel cement (empty)
41	ss. Tjermai	A. H. & Co.	1 case gin samples (empty)
	ss. Warwickshire	2095 within a square and B A F Co. around	8 pieces earthenware
	ss. Mashobra	D & C L	1 case brandy (empty)
	ss. Yorkshire	Nil	1 barrel grapes (empty)
3	ss. Clan Macbean	Nil	1 bag bolts and nuts
552	ss. Awa Maru	A within a diamond and A L V B around	5 bundles tea shooks
—	ss. Awa Maru	3755 within a diamond	1 case salmon
557	ss. Natal	O. S. M. A. upon 1540	1 case hurricane lanterns
1571	ss. K. der Nederlander	J. C. Edward	1 case merchandise
1581	ss. Jalatrang	Nil	2 cases merchandise
1601	ss. Clan Monroe	Nil	3 cart bushes
1612	Clan Maciver	D R S or nil	82 earthenware pipes (broken)
1616	ss. Clan Monroe	Nil	1 C. I. pipe
1642	ss. Jutlandia	Nil	2 Demijohn's acid (broken)
1685	ss. City of Lahore	A T A within a diamond	1 case auto parts
1712	ss. Clan Uquart	N H	2 cart bushes
1739	ss. Yselkerk	V E T R O	1 case merchandise
1875	ss. Oxfordshire	C H S I T S around a cross	60 pieces earthenware pipes
1916	ss. Stolzenfels	M A R	1 case beer
1962	ss. Mundra	30 within a diamond	1 bale newspaper
—	ss. Mundra	W A C	1 coil hoop L.
2014	Unknown	A S F within a triangle	1 case gin
2019	ss. Warwickshire	W & G	1 drum paint (empty)
2025	Unknown	Nil	2 cases rubber (empty)
2059	ss. Stolzenfels	Nil	1 package sockets
—	—	Batavia	1 package tea chest
—	—	Nil	2 jars acid (empty)
2065	ss. Meinane	11 Blue Pols	1 bundle scantilings
2067	ss. Stresferk	Nil	1 jar acid
2069	ss. Karnak	Nil	1 parcel cement labels
2082	ss. Keildrecht	—	4 cases gin, broken
2091	ss. Stolzenfels	P L & Co.	10 jars formic acid
2094	ss. Malakuta	H B upon 247 within a diamond	1 drum linseed oil (empty)

Serial No.	Vessel.	Marks.	Number and Description of Packages.
2009	ss. Tamba Maru	Nil	2 bundles tea shooks
2103	ss. K. der Nederlander	M E O	1 case
2104	ss. Manora	928 within a diamond and M L M K around	1 case (empty)
		356 within a diamond and C J H S around	1 case
2114	ss. Cordiller	J F	4 cases whisky (empty)
2115	ss. Clan Ogilvy	C C or nil	3 cases shooks
2118	ss. Impa	M P & Co.	4 bags empty
		K M M S	1 bag empty
2122	ss. Gandara	Nil	1 bundle printed books
			1 cask lamp shade
			1 loose weight
2126	C. P. Lecocq	S P M or nil	9 ventilators
2129	ss. Paul Lecat	S M or nil	9 wood ventilators
2130	ss. Pres VanBuren	Nil	1 package merchandise
2143	ss. Cambada	A M O D around a triangle	1 case emalson
2160	ss. Padua	D L, and C within a diamond	1 case provision
2167	ss. Panama Maru	E B C C around a cross within a diamond	3 bundles tea shooks
2169	Unknown	Nil	1 lot empty ink bottles
2179	ss. Chenoneaux	Nil	18 ventilators

H. M. Customs,
Colombo, January 28, 1928.

C. H. COLLINS,
for Principal Collector.

Applications for the Post of Assistant Government Analyst.

APPLICATIONS are invited for the post of Assistant Government Analyst, Ceylon. Candidates should hold the B.Sc. degree of a recognized University and should be Associates of the Institute of Chemistry of Great Britain and Ireland. The post will carry a salary of Rs. 4,500 to Rs. 7,500 by annual increments of Rs. 300, with an efficiency bar at Rs. 6,000. The post is pensionable, and in the first instance the appointment is on three years' probation. Applications with original testimonials and certificates should be made in writing to the *Government Analyst, Colombo*, and should reach him not later than February 20, 1928.

C. T. SYMONS,
Government Analyst.

The Government Analyst's Office,
Colombo, January 30, 1928.

Post of Clerk and Storekeeper at the Palavi Government Saltern.

APPLICATIONS are invited for the post of Clerk and Storekeeper at the Government Saltern, Palavi, in the Puttalam District.

Only candidates who have passed the Elementary School-Leaving or higher examination and are 21 years of age and over need apply.

The salary attached to the post is Rs. 600 per annum, with free quarters.

Applications should be addressed to the Salt Adviser, Torrington square, Colombo, and should reach him on or before February 15, 1928.

J. S. COATES,
Salt Adviser.
Colombo, January 28, 1928.

Sale of Timber.

THE under-mentioned logs lying at Kadugediya Mukalana, situated between the 6th and 7th mile posts Halgolla road, and which is about 7 miles from the Yatiyantota Railway Station in the Dehiowita Range of the Sabaragamuwa Division, will be sold by public auction by the Range Forest Officer, Dehiowita, at his office on Saturday, February 25, 1928, at 2.30 P.M., subject to the following conditions:—

The highest bid will be accepted subject to the approval of the Conservator of Forests, Kandy. The highest bidder will be declared the purchaser, and on being so declared, shall sign his name on the register of sales, in admission of such purchase, and deposit the necessary amount.

2. Twenty-five per cent. of the bids to be deposited on conclusion of the sale. The balance should be paid within fourteen days of the intimation of the approval of the sale by the Conservator of Forests when a permit for removal will be issued.

3. The measurements as recorded by the Range Forest Officer must be accepted, but prior to date of auction any intending purchaser is at liberty to inspect the timber, &c., and check the amounts.

4. All timber sold must be removed within six weeks of the receipt of notification that the bid has been accepted, and the timber will be at the risk of the purchaser until the time of removal at the various places where they are lying.

5. Should the person whose bid has been accepted fail to pay the balance purchase amount within 14 days of the receipt of notice in writing that his bid has been accepted by the Conservator of Forests or to remove the timber within the time specified in clause above, the lot will be resold at the risk of the original purchaser, who shall be held liable for any deficiency owing to a lower price being realized at the resale, but on the other hand, if any enhanced price is realized, he shall have no claim to the profit which shall accrue thereby to Government.

6. The list of timber can be seen in the Range Forest Office, Dehiowita, of the Sabaragamuwa Division on any working day between the hours 9.30 A.M. and 4.30 P.M.

7. Application should be made to the Range Forest Officer, Dehiowita for any further information.

TIMBER REFERRED TO.

	C. ft.
4 milla logs	96
1 kekuna log	28
6 ketakala	82
2 dawulkurundu	30
3 godapana	29
2 ankenda	12
1 rukkattana	2
2 pelan logs	76
1 madan log	66
3 hedawaka	27
5 kenda	113
1 naimbul	17
5 del	85
3 mora	25
2 ruk	61
1 kalukella	40
1 goraka	4
1 badulla	8
1 para	62
1 malaboda	8

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, January 21, 1928.

Sale of Satinwood.

AN auction sale of the under-mentioned satinwood will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, February 18, 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 cubic foot, and no advance of less than 25 cents per cubic foot will be accepted.
2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.
4. Depot measurements must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements recorded in the notice and to represent any differences promptly.
5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.
6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while if an enhanced price is realized at such resale, he shall, however, have no claim to the profit, which shall accrue to Government.
7. Flowered logs, if not so advertised, shall be excluded from the lots advertised in the list, and shall be put up separately, at the discretion of the Assistant Conservator of Forests, after consulting the wishes of prospective purchasers.
8. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.
9. Fractions of a cubic foot less than .5 will be ignored, and anything over will be counted as one cubic foot in calculation of value of each log.
10. The description of the logs appearing in the remarks column of the following list is entered merely for the guidance of the intending purchasers who, as usual, should satisfy themselves as to its correctness before purchasing the logs.

Division.	No. of Logs.	Cubic Feet.
Eastern (South)	40	1788

LIST OF SATINWOOD LOGS REFERRED TO.

Eastern Division (South).

Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.
179	272	23 0	5 5	42	Sound*
175	273	24 0	6 7	65	do.†
181	274	19 6	6 9	56	do.‡
224	275	13 9	5 10	29	Partly un-sound†
177	276	21 9	5 8	44	Sound*
226	277	21 6	6 3	52	do.*
171	278	18 3	7 0	56	do.*
182	279	22 6	5 3	39	do.†
214	280	15 9	6 11	47	do.*
210	281	16 9	6 8	47	do.*
229	282	15 0	7 1	47	Partly un-sound†
225	283	16 3	6 2	39	Sound*
433	284	15 0	7 0	46	Partly un-sound*
306	285	13 9	7 3	45	Sound*
227	286	15 6	5 11	34	do.‡
220	287	17 6	5 10	37	do.*
222	288	18 6	5 5	34	do.‡
166	289	16 9	5 4	30	do.*

Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.
297	290	15 0	7 1	47	Sound.*
290	291	21 0	6 2	50	Partly un-sound*
305	292	19 6	6 7	51	Sound*
228	293	21 6	5 8	43	do.*
437	294	18 3	6 1	42	do.*
298	295	14 9	6 9	42	Partly un-sound†
307	296	15 3	6 6	40	Sound*
300	297	17 9	6 9	51	Partly un-sound*
486	298	18 3	6 2	43	Sound*
314	299	15 9	6 1	36	do.*
229	300	15 0	5 9	31	do.*
309	301	13 9	6 6	36	do.*
308	302	15 0	8 2	63	do.*
435	303	16 3	6 0	37	do.*
434	304	16 0	6 6	42	do.*
310	305	20 9	6 2	49	do.*
436	306	14 6	6 6	38	do.*
302	307	15 0	6 5	39	Partly un-sound†
426	308	20 3	6 0	46	Sound*
353	311	15 9	7 10	60	do.‡
320	312	20 0	7 4	67	Unsound*
344	313	15 6	6 11	46	Sound*
				40	1,788

* Plain. † Streaked. ‡ Flowered.

J. D. SARGENT,
Conservator of Forests.
Office of the Conservator of Forests,
Kandy, January 25, 1928.

Hegalla Group Estate School.

NOTICE is hereby given that an application has been received from the Superintendent, for grant in aid of his estate school, which is situated in the Kalutara District of the Western Province.

Observations will be received not later than March 3, 1928.

L. MACRAE,
Director of Education.

Education Office,
Colombo, February 3, 1928.

Dorset Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of his estate school, which is situated in the Kalutara District of the Western Province.

Observations will be received not later than February 27, 1928.

Education Office, L. MACRAE,
Colombo, January 27, 1928. Director of Education.

Dartry Group Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of his estate school, which is situated in the Pussellawa district of the Central Province.

Observations will be received not later than February 27, 1928.

Education Office, L. MACRAE,
Colombo, January 27, 1928. Director of Education.

Manand Vidyalayam Vernacular Mixed School.

NOTICE is hereby given that the above school, situated at No. 81, Hill street, St. Paul's Ward, Colombo District of the Western Province, under the management of Hon. Mr. A. Mahadeva has been registered as a grant-in-aid school, with effect from October, 1926.

Education Office, L. MACRAE,
Colombo, January 28, 1928. Director of Education.

Mr/Akurugoda Vernacular Mixed School.

NOTICE is hereby given that the above school situated at Akurugoda, Matara District of the Southern Province, under the management of the General Manager Buddhist Schools, Colombo, has been registered as a grant-in-aid school, with effect from October, 1926.

Education Office, L. MACRAE,
Colombo, February 3, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that Rev. A. T. Humphrey of Balgrave House, Galle, has been appointed Manager of the schools mentioned below in place of Rev. C. H. Wickramanayake and Rev. D. G. Gunasekera.

Schools referred to.

All Saints' Boys' English School, Galle.
Buona Vista Boys' English School, Galle.

Education Office, L. MACRAE,
Colombo, January 26, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that the Hon. Mr. W. Duraiswamy has been appointed Manager of the school mentioned below, in place of Mr. S. Sabapathy.

School referred to.

J/Thamevely Muththutambay Vidyalayam.

Education Office, L. MACRAE,
Colombo, January 25, 1928. Director of Education.

Change of Registration—G/Karandeniya V. B. S.

NOTICE is hereby given that an application has been received from the General Manager, Buddhist Schools, for the registration of his Karandeniya Boys' School as a mixed school.

Observations will be received not later than February 27, 1928.

Education Office, L. MACRAE,
Colombo, January 27, 1928. Director of Education.

Debarring Teacher from Recognition as Eligible for Grant

IT is hereby notified for general information that the under-mentioned teacher's name has been removed from the register of teachers for the reason stated below, and he will not be recognized as eligible for grant in any registered school in future.

Name of teacher : Don Suveneris Jayasinghe.

School in which last employed : Kg/Debathgama V. M. B. T. S. School.

Nature of offence : Defrauding the Director of Education by falsely representing himself as the holder of a Second Class Certificate No. 87 of February 21, 1914, issued to Don Semaris Jayasinghe, deceased.

Education Office, L. MACRAE,
Colombo, January 27, 1928. Director of Education.

Debarring Student from entering Public Examination.

IT is hereby notified that D. C. Kodagoda of Nalanda Vidyalaya, Colombo, is debarred from entering any public examination held by this Department for a period of two years, for being in possession of History note using the paper in English History at the Cambridges Senior Examination, 1927.

Education Office, L. MACRAE,
Colombo, January 31, 1928. Director of Education.

Loss of Firearms.**MATARA DISTRICT.**

Number and description of the gun : A single-barrelled muzzle-loading gun bearing No. M/372 on the stock.

Number of licence : 372/M.K.

Name of owner : Uswatteliyanage Andiris of Hewowita in Morawak korale.

Remarks : Gun reported to be lost.

J. A. GUNARATNA,
for Assistant Government Agent.

The Kachcheri,
Matara, January 25, 1928.

JAFFNA DISTRICT.

(1) One single-barrelled muzzle-loading gun licensed under No. B64568/2850 and bearing No. 946 marked on the stock.

Owner : S. Arulappu of Chundikuli.

Remarks : Said to have been lost.

(2) One single-barrelled breech-loading gun licensed under No. B64599/2881 and bearing No. 88235 marked on the stock.

Owner : G. C. Thambyah of Hospital road, Jaffna.

Remarks : Said to have been lost.

(3) One double-barrelled breech-loading gun licensed under No. B11229/2337 and bearing No. T413 marked on the stock.

Owner : Arumugam Thambipillai of Kokkuvil West, Jaffna.

Remarks : Said to have been lost.

The Kachcheri, C. RASANAYAGAM,
Jaffna, January 26, 1928. for Government Agent.

PUTTALAM DISTRICT.

Name of owner : K. H. Aboobacker of Kargenikulam street, Puttalam.

Number of licence : 333/A53058 of December 20, 1927.

Remarks : The gun is reported to have been lost.

B. F. PERERA,
for Assistant Government Agent.

(1) One single-barrelled breech-loading gun bearing licence No. 620/B22495.

Owner : M. Y. M. Kulanthai Velupillai of Puttalam town.

(2) One single-barrelled muzzle-loading gun bearing licence No. 1477/A29133.

Owner : B. A. Ungu Naide of Mellawa, in Chilaw District, at present living at Irabadagama, in Kurunegala District.

A. R. HALLOCK,
for Assistant Government Agent.

The Kachcheri,
Puttalam, January 25, 1928.

RATNAPURA DISTRICT.

(1) Description of property : One single-barrelled cap gun, No. 0390.

Number of licence : 198/NA.

Licensee : Kitnen Mason of Kahawatta.

Remarks : The gun is reported to have been lost.

(2) Description of property : One double-barrelled breech-loading gun, No. 7048.

License number : 50/KM.

Licensee : Mr. C. F. Lushington, Hayes, Deniyaya.

Remarks : Licence not renewed for 1928. Whereabouts of the licensee are not known.

(3) Description of property : One 303 rifle, No. 15240.

License No. : 51/KM.

Licensee : Mr. C. F. Lushington, Hayes, Deniyaya.

Remarks : Licence not renewed for 1927. Licensee's whereabouts are not known.

The Kacheheri,
Ratnapura, January 31, 1928.

J. M. DE SILVA,
for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Pita Kotte 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 Kapuwawatta *alias* Kottunuwewatta, south by Maha-agala, east by Dewata road, west by portion of Kapuwawatta *alias* Kottunuwewatta.

This declaration shall take effect from the date hereof.

D. E. WIJESKERE,
Chief Headman.

January 25, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Pathanduwana, 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 J. Aron Appu and others, south by lands called Dambugahalanda and Millagodella, east by a portion of Ketakelagahawatta, west by land belonging to J. Jusey Appu.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
Mudaliyar, Alutkuru Korale North.

January 19, 1928.

Hoof-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Bogoda, Walgampattu korale, in Dewamedhi 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 9, 1927, is free from foot-and-mouth disease and is no longer an infected area.

This declaration is to take effect from this date.

The Kacheheri, W. ABEYAWARDENA,
Kurunegala, January 31, 1928. for Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Damunugoda, in Konpole palata, in Tiragandahaye East korale of Weudawili hatpattu, Kurunegala District of the North-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 village limits of Dembepola, Wettaragoda, Doratiyawa, south by the village limits of Werawella, Nelawa and Bogomuwa, east by the village limits of Doratiyawa and Indulgoda, west by the village limits of Talkote and Neiliya.

This declaration shall take effect from the date hereof.

T. B. MADAWELA,
January 24, 1928. Chief Headman.

Police Tax, Matale.

NOTICE is hereby given that the properties bearing assessment numbers mentioned in the schedule below, having been seized for default in payment of Police Tax for 1st and 2nd quarters, 1927, which were gazetted for sale on January 14, 1928, were not sold on that date as it was a public holiday, will now be sold by public auction on February 11, 1928, on the spot commencing at 9 A.M. in conformity with the Local Government Ordinance, No. 11 of 1920, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale, are duly paid.

Further particulars can be obtained from the Matale Kacheheri.

M. F. DE S. JAYARATNA,
The Kacheheri, for Assistant Government Agent.
Matale, January 23, 1928.

Schedule referred to.

1. Property No. 489 for 2nd quarter, 1927, Trincomalle street.
2. Properties No. 50 and 67 for 1st and 2nd quarters, 27, Nægolla village road.
3. Property No. 49A for 1st and 2nd quarters, 1927, King street.
4. Property No. 72 for 2nd quarter, 1927, Dodandeniya-Hulangamuwa road.
5. Property No. 17 for 2nd quarter, 1927, Dolle road.
6. Property No. 54 for 2nd quarter, 1927, Gongawela road.
7. Property No. 82A for 2nd quarter, 1927, Hulangamuwa road.
8. Property No. 82 for 2nd quarter, 1927, Harasgama road.
9. Property No. 17F for 2nd quarter, 1927, Meewatta-kumbura-path.

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 Kacheheri, 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 Kacheheri, for Assistant Government Agent.
Puttalam, January 19, 1928.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on December 10, 1927, at 8.45 a.m., in accordance with Notice dated December 6, 1927.

Present :—Mr. R. H. Whitehorn, Chairman; Mr. J. C. Ratwatte; Mr. Geo. E. de Silva; Dr. G. P. Hay; Mr. Haji M. S. Usoof Ismail; Mr. S. A. Wijayatilake; Dr. F. Keyt; Mr. E. H. Vander Straaten; Mr. A. V. Perera.

1. The Minutes of Proceedings of the Meeting held on November 24, 1927, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

- (a) Statement of receipts and disbursements from close of 1926 to November 30, 1927, on account of the Municipal Fund.
- (b) Progress report of works brought up to the same date.
- (c) Health Officer's report for November, 1927.
- (d) Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of November, 1927.
- (e) The reservoir readings for November, 1927.

Resolved that the statement (a), together with the Minutes of Proceedings of this Meeting, as required by section 83 of the Municipal Councils Ordinance, No. 6 of 1910, be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. Report of the Supervisor of Conservancy on the inspection of public latrines was tabled.

4. Petitions :—(1) Mr. Perera presented a letter addressed to him by the Secretary of the All Blacks Football Club pointing out that the rent of Rs. 4 now charged for the use of Bogambra green for football is too high and asking that it be reduced.

Resolved that the letter be circulated.

(2) Mr. de Silva presented a petition from Mohammado Seyado complaining that Sanitary Inspectors employed on plague duty enter houses at all hours and disturb the inmates.

Resolved that the Chairman inquire into the allegations made in the petition.

(3) Mr. de Silva presented a petition signed by the Honorary Secretary of the Kandy Young Muslim League conveying two resolutions passed by the League on the subject of *post-mortems* on the bodies of Muslims.

Resolved that the Chairman look into the matter.

(4) Mr. Wijayatilake presented a petition from Mr. A. N. P. Waidyasekera, Physician, Municipal Free Ayurvedic Dispensary, asking that his petition of August 24, 1927, may be considered by the Council.

Resolved that the petition be considered with item 11 (1) on the agenda.

5. Correspondence :—(1) Letter No. U 68/26 of November 22, 1927, from the Hon. the Colonial Secretary sanctioning a refund of Rs. 4,984.47 on account of Customs duties on articles imported by the Council.—Read.

(2) Letter No. J 758/26 of December 1, 1927, from the Hon. the Colonial Secretary, stating that Local Authorities will continue to be licensing and taxing authorities until an order is made under section 3 of the new Motor Ordinance transferring the duties of issuing licences to the Registrar.—Read.

(3) Letter No. U 321/27 of December 7, 1927, from the Hon. the Colonial Secretary, stating that Mr. R. H. Whitehorn, Chairman, Municipal Council, should be paid by the Council a salary of £900 and a commuted allowance of £100 per annum, the balance of his salary being paid from Government funds.—Read.

(4) Letter No. M 535/27 of November 4, 1927, from the Hon. the Colonial Secretary, stating that the declaration of the Medical Officer of Health made under the Quarantine and Prevention of Diseases Ordinance, 1897, and dated October 30, 1927, is approved by the Governor in Executive Council.—Read.

(5) Letter No. M 535/27 of December 7, 1927, from the Hon. the Colonial Secretary, stating that the declaration of the Chairman made under the Quarantine and Prevention of Diseases Ordinance, 1897, and dated November 30, 1927, is approved by the Governor in Executive Council.—Read.

(6) Letter No. 571/280/LLDF of December 7, 1927, from the Chairman, Local Loans and Development Fund, stating that the Commissioners have provisionally reserved the loan of Rs. 175,100 required by the Council for the purchase of new generating plant and for extension of electric lighting.—Read.

(7) Letter No. 572/280/LLDF of December 7, 1927, from the Chairman, Local Loans and Development Fund, stating that the Commissioners have provisionally reserved the loan of Rs. 46,600 required by the Council for paving the Meda-ela.—Read.

6. With the leave of Council, Mr. de Silva moved—That this Council recommend to Government that it is not advisable to hold the Local Option Poll on the 15th instant in view of the prevalence of plague in Kandy. Mr. Usoof Ismail seconded.—Carried.

7. Pursuant to notice, Mr. Wijayatilake moved—In view of the admitted unsuitableness of the present dumping grounds at Getambe and Nittawela, that this Council do acquire a suitable block of land of about twenty acres, outside the Municipal limits, to be used as a dumping ground for the town.—Mr. Ratwatte seconded.

A special committee consisting of Mr. Ratwatte, Dr. Hay, Mr. Wijayatilake, the Medical Officer of Health, the Superintendent of Municipal Works, and the Chairman was appointed to select a site and report to Council.

8. Pursuant to notice, Mr. Wijayatilake moved—That provision be made in the Budget for 1928 for the proper construction of the roadside drains at Katukele and at Getambe.

It was decided to consider the motion with the Budget.

9. Pursuant to notice, Mr. Wijayatilake moved—That the Chairman, with the assistance of the Medical Officer of Health, be asked to submit a report to improve the sanitary conditions of the Municipal market, Kandy, after inspection of the new Municipal markets in Colombo. Mr. de Silva seconded.—Carried.

10. Pursuant to notice, Mr. Wijayatilake moved—That as several residents of the town are desirous of taking Ayurvedic treatment in cases of plague and other infectious diseases, I move that this Council do allot to the Vaidyadhara Sabha, Kandy, a suitable site within the Municipal limits of the town for the purpose of building a temporary Ayurvedic Home. Mr. Perera seconded.

The Council after discussion agreed to the following resolution :—

Resolved that if a suitable site can be selected by the Sabhas interested with the approval of the Medical Officer of Health, the Council approves of the establishment of treatment of diagnosed cases of plague by Ayurvedic physicians after the hospital has been approved under the plague regulations.

11. Applications received for the post of Assistant Superintendent of Municipal Works.

The Council went into Committee to consider the applications.

Resolved that as the applicants do not hold the necessary qualifications the post be re-advertised on a salary of Rs. 3,000 per annum, rising to Rs. 4,800 per annum by annual increments of Rs. 180, and the usual travelling allowance of Rs. 288 per annum, and the Surveyor-General's licence be insisted upon.

The Council resumed, and the above resolution was adopted.

12. Estimate for Rs. 1,090·92 for erecting 6 temporary boutiques on the market grounds for dry fish traders.

Resolved to drop the proposal to erect temporary boutiques.

13. Recommendations of Standing and Special Committees.

Extract from the Minutes of Meeting of the Standing Committee on Sanitation held on September 29, 1927.

(1) Letter of August 24, 1927, from Mr. A. N. P. Waidyasekera, Head Physician at the Ayurvedic Free Dispensary, asking for an increase of pay.—Recommended that the application be refused.

Resolved that the Head Physician be granted a house allowance of Rs. 15 a month from January 1, 1928.

Extract from the Minutes of Meeting of Electricity Committee held on October 15, 1927.

(2) Letter dated October 9, 1927, from the Managing Director, Hotel Suisse, stating that they are not prepared to pay the balance of Rs. 1,320 on the ground that Mr. Chick undertook the work promising to lay cable at the Council's expense.—Recommended that the sum of Rs. 1,320 be waived.

Resolved that the recommendation be adopted.

(3) Report on the work of Mr. Keegal who was given two months' time to bring his work up to date.—Recommended to abolish his post and to retire him with a gratuity of Rs. 2,337·50.

Resolved that the post be abolished, and Mr. Keegal be granted leave for the month of January and retired on January 31, 1928, with the gratuity due to him for service up to that date.

Confirmed this 21st day of January, 1928 :

R. H. WHITEHORN.
Chairman, Municipal Council, Kandy.

B.—ELECTRICITY DEPARTMENT.

Revenue Account for the Ten Months, January 1 to October 31, 1927.

EXPENDITURE.	Estimated for 1927.		Expended Jan. to Oct., 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Generation of electricity :—						
Fuel	20,663	28	..	16,088	62
Oil, waste, and engine room stores	4,809	0	..	6,746	6
Salaries and wages at works	8,520	0	..	8,965	0
Repairs and maintenance :—						
(a) Buildings	500	0	..	1,615	4
(b) Engines, boilers, machinery, and plant	4,500	0	..	2,867	51
					36,272	23
Distribution of electricity :—						
Salaries of outdoor staff	3,984	0	..	3,765	99
Repairs and maintenance of meters, switches, and other apparatus	950	0	..	2,421	34
					6,187	33
Public lamps :—						
Salaries and wages	4,400	0	..	4,675	93
Repairs and maintenance	3,000	0	..	2,926	3
					7,601	96
Works executed for customers :—						
Labour	8,880	0	..	10,181	70
Materials	19,600	0	..	36,082	88
					46,264	58
Management and general expenses :—						
Salaries	17,339	42	..	15,288	21
Rent of Engineer's bungalow	1,200	0	..	1,150	0
Printing and stationery	750	0	..	2,293	16
Legal expenses	50	0	..	66	70
Telephone	225	0	..	218	15
Audit fees	600	0	..	300	0
Sundry charges	500	0	..	437	74
Bicycle for Motor Inspector	140	0	..	—	—
Fee for reporting on Electric Installation	—	—	..	491	45
					20,245	41
Total amount of working expenses	100,610	70	..	—	—
Gross profit carried to nett revenue account	—	—	..	—	—
					116,571	51
					95,014	19
					211,585	70

INCOME.	Estimated for 1927.		Realized Jan. to Oct., 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Sale of electricity :—						
Private lighting	116,000	0	102,052	27		
Power of heating	—		1,810	0		
Public lighting	36,500	0	28,571	77		
Municipal Department	400	0	529	95		
					132,963	99
Public lamps :—						
Attendance and maintenance	—		—			
Works executed for customers and goods sold :—						
From customers	43,000	0	—			
					72,544	53
Rent of meters :—						
Recoveries	4,500	0	—			
					4,581	88
Sundry revenue :—						
Miscellaneous receipts	1,000	0	—			
					1,495	30
	201,400	0			211,585	70

Kandy, January 19, 1928.

E. B. PEIRIS, Accountant.

Nett Revenue Account, January 1 to October 31, 1927.

	Rs.	c.	Rs.	c.		Rs.	c.
Interest on loan from Municipal Council	—		6,794	0	Balance from 1926	74,869	67
Interest and principal on loan from Local Loan Commissioners	—		3,154	89	Refund of Customs duty	2,770	99
Nett profit unappropriated on December 31, 1926	74,869	67			Gross profit	95,014	19
Nett profit, January to September, 1927	78,444	55					
Nett profit, October, 1927	9,391	74					
			87,836	29			
			162,705	96			
			172,654	85			
						172,654	85

Kandy, January 19, 1928.

E. B. PEIRIS, Accountant.

Electricity Department.

BALANCE SHEET, OCTOBER 31, 1927.

LIABILITIES.		Rs.	c.
Revenue contribution to capital outlay		102,523	95
Loan from Local Loan Commissioners		82,600	0
Temporary loan from Municipal fund		174,827	42
Reserve for depreciation		35,244	90
Loans redeemed account		5,900	0
Sundry creditors		8,897	50
Outstanding wages		1,023	40
Customers deposits		1,895	89
Nett revenue account—Balance at credit		162,705	96
		575,619	2

ASSETS.

	Expended up to Dec. 31, 1926.		During 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Capital outlay :—						
Acquisition of undertaking	150,000	0	—		150,000	0
Extensions of building	26,377	81	3,650	24	30,028	5
New parts for engine	7,276	73	—		7,276	73
Storage battery	48,955	14	—		48,955	14
Switch board	2,012	35	—		2,012	35
Meters	4,963	97	1,934	79	6,898	76
Mains provided from revenue contribution	69,552	63	34,423	92	103,976	55
Mains provided from loans fund	28,500	0	—		28,500	0
Air compressor	2,319	21	—		2,319	21
New generating plant	72,057	18	—		72,057	18
	412,015	2	40,008	95	452,023	97

Stores on hand					45,200	85
Fitting on hire					296	4
Sundry debtors					74,760	68
Petty cash—Municipal Electrical Engineer					39	67
Petty cash—Shroff, Municipal Council, Kandy					301	59
Deposits unpaid wages					3	75
Lamp posts account					2,790	88
Tools account					201	59
					575,619	2

Kandy, January 19, 1928.

E. B. PEIRIS, Accountant.

B.—ELECTRICITY DEPARTMENT.

Revenue Account for the Eleven Months, January 1 to November 30, 1927.

EXPENDITURE.	Estimated for 1927.		Expended Jan. to Nov., 1927.		Total.
	Rs.	c.	Rs.	c.	
Generation of electricity :—					
Fuel	20,663	28	17,846	28	
Oil, waste, and engine room stores ..	4,809	0	7,501	43	
Salaries and wages at works ..	8,520	0	9,665	0	
Repairs and maintenance :—					
(a) Buildings	500	0	1,677	14	
(b) Engines, boilers, machinery, and plant ..	4,500	0	3,235	85	
Distribution of electricity :—					39,925 70
Salaries of outdoor staff ..	3,984	0	4,143	42	
Repairs and maintenance of meters, switches, and other apparatus ..	950	0	2,454	52	
Public lamps :—					6,597 94
Salaries and wages ..	4,400	0	5,172	46	
Repairs and maintenance ..	3,000	0	3,295	59	
Works executed for customers :—					8,468 5
Labour	8,880	0	10,491	4	
Materials	19,800	0	37,055	85	
Management and general expenses :—					47,546 89
Salaries	17,339	42	16,879	78	
Rent of Engineer's bungalow ..	1,200	0	1,275	0	
Printing and stationery ..	750	0	2,516	97	
Legal expenses	50	0	66	70	
Telephone	225	0	218	15	
Audit fees	600	0	300	0	
Sundry charges	500	0	571	46	
Bicycle for Meter Inspector ..	140	0	—	—	
Fee for reporting on Electric Installation ..	—	—	491	45	
Total amount of working expenses ..	100,610	70			124,858 9
Gross profit carried to nett revenue account					102,642 20
					227,500 29

INCOME.	Estimated for 1927.		Realized Jan. to Nov., 1927.		Total.
	Rs.	c.	Rs.	c.	
Sale of electricity :—					
Private lighting	116,000	0	113,626	34	
Power of heating	—	—	1,980	95	
Public lighting	36,500	0	31,585	59	
Municipal Department	400	0	619	75	
Public lamps :—					147,812 63
Attendance and maintenance ..	—	—	—	—	
Works executed for customers and goods sold :—					73,019 26
From customers	43,000	0	73,019	26	
Rent of meters :—					5,068 58
Recoveries	4,500	0	5,068	58	
Sundry revenue :—					1,599 82
Miscellaneous receipts	1,000	0	1,599	82	
	201,400	0			227,500 29

Nett Revenue Account, January 1 to November 30, 1927.

	Rs.	c.	Rs.	c.	Rs.	c.
Interest on loan from Municipal Council ..	—	..	—	..	7,495	0
Interest and principal on loan from Local Loan Commissioners ..	—	..	—	..	3,154	89
Nett profit unappropriated on December 31, 1926 ..			74,869	67		
Nett profit for January to October, 1927 ..	87,836	29				
Nett profit for November, 1927 ..	6,927	1				
			94,763	30		
					169,632	97
					180,282	86
Balance from 1926 ..					74,869	67
Refund of Customs duty ..					2,770	99
Gross profit ..					102,642	20
					180,282	86

Kandy, January 19, 1928.

E. B. PEREIRA, Accountant.

Electricity Department.

BALANCE SHEET, NOVEMBER 30, 1927.

LIABILITIES.		Rs.	c.
Revenue contribution to capital outlay ..	..	102,523	95
Loan from Local Loan Commissioners ..	..	82,600	0
Temporary loan from Municipal fund ..	..	160,975	5
Reserve for depreciation ..	..	35,244	90
Loans redeemed account ..	..	5,900	0
Sundry creditors ..	..	12,945	9
Outstanding wages ..	..	1,094	97
Customers deposits ..	..	2,122	69
Nett revenue account—Balance at credit ..	..	169,632	97
		573,039	62

Assets.	Expended up to		During 1927.	Total.		
	December 31, 1926.			Rs. c.		
	Rs.	c.	Rs.	c.	Rs.	c.
Capital outlay—						
Acquisition of undertaking ..	150,000	0	—	..	150,000	0
Extensions of building ..	26,377	81	3,848	83	30,226	64
New parts for engine ..	7,276	73	—	..	7,276	73
Storage battery ..	48,955	14	—	..	48,955	14
Switch board ..	2,012	35	—	..	2,012	35
Meters ..	4,963	97	1,934	79	6,898	76
Mains provided from revenue contribution ..	69,552	63	35,524	11	105,076	74
Do. from loans fund ..	28,500	0	—	..	28,500	0
Air compressor ..	2,319	21	—	..	2,319	21
New generating plant ..	72,057	18	—	..	72,057	18
	412,015	2	41,307	73	453,322	75
Stores on hand ..					45,276	14
Fitting on hire ..					296	4
Sundry debtors ..					70,602	16
Petty cash—Municipal Electrical Engineer ..					27	81
Petty cash—Shroff, Municipal Council, Kandy ..					456	25
Lamp post account ..					2,804	19
Tools account ..					254	28
					573,039	62

Kandy, January 19, 1928.

E. B. PEREIRA, Accountant.

Minutes of Proceedings of a Special Meeting of the Municipal Council of Kandy, as required by Section 98 of Ordinance No. 6 of 1910, held in the Town Hall, Kandy, on Saturday, December 10, 1927, at 11 a.m., in accordance with the Notice dated December 6, 1927.

Present :—Mr. R. H. Whitehorn, Chairman ; Mr. J. C. Ratwatte ; Mr. G. E. de Silva ; Dr. G. P. Hay ; Mr. Hadji M. S. Usoof Ismail ; Mr. S. A. Wijayatilake ; Dr. F. Keyt ; Mr. E. H. Vander Straaten ; and Mr. A. V. Perera.

The Chairman laid before the Meeting the Draft Budget for the year 1928, with the schedule of rates and taxes proposed to be levied in 1928, as approved by the four Standing Committees at their Joint Meeting on November 1, 1927, and duly published in the *Government Gazette* and circulated among the Councillors, and as submitted at the Meeting of Council held on November 24, 1927.

2. The Chairman moved that the Council go into Committee to consider the Budget. Mr. de Silva seconded.—
Carried.

3. In Committee the following decisions were made :—(i.) The schedule of rates and taxes proposed to be levied in 1928 was approved subject to consolidated rates being the same as in 1927.

(ii.) Estimated revenue from consolidated rates for 1928 was reduced from Rs. 238,000 to Rs. 210,000.

(iii.) Estimated revenue from tolls at Halloluwa was increased from Rs. 750 to Rs. 765.

(iv.) The vote for personal emoluments was reduced from Rs. 99,853·18 to Rs. 98,379·96, the reduction of Rs. 1,473·22 being represented by the difference between the Chairman's commuted allowance of Rs. 1,500 transferred from personal emoluments to other charges and the rent allowance of Rs. 26·78 granted to Assistant to Shroff.

(v.) The vote for commuted travelling allowances was increased from Rs. 7,410 to Rs. 9,360, the increase of Rs. 1,950 being represented by the Chairman's commuted allowance (Rs. 1,500), difference in the enhanced commuted allowance granted to the Assistant Supervisor of Conservancy (Rs. 210), and the commuted allowance of Rs. 120 each granted to the two Waterworks Inspectors (Rs. 240).

(vi.) The vote for upkeep of pavements under maintenance of roads was reduced from Rs. 3,000 to Rs. 2,000.

(vii.) The vote for upkeep of Alutgantota and Lady Anderson's roads was increased from Rs. 1,025 to Rs. 2,025.

(viii.) The vote for watering streets was reduced from Rs. 1,480 to Rs. 1,000.

(ix.) The vote for upkeep of back lanes was reduced from Rs. 1,400 to Rs. 1,000.

(x.) The vote for upkeep of land above old Garrison cemetery. Rs. 207·50, was deleted.

(xi.) The vote for market salaries was increased from Rs. 4,263·60 to Rs. 4,503·60, the increase of Rs. 240 representing the pay of an additional cooly.

(xii.) The vote for Maternity and Child Welfare was increased from Rs. 10,000 to Rs. 11,490.

(xiii.) The vote for free medical aid to the poor was increased from Rs. 3,670 to Rs. 3,850.

(xiv.) The vote for grant to St. Cecilia's Band was increased from Rs. 1,800 to Rs. 2,400.

(xv.) The following estimates appearing in the Draft Budget under Head 23, Capital Expenditure provided from revenue, were deleted :—

- (1) Building drains along Halloluwa road, Rs. 2,730 ; (2) constructing a pavement in front of the rice depôts in Market street, Rs. 1,010 ; (3) new slaughter-house and exposing shed at Huduhumpola, Rs. 27,900 ; (4) extension to the public market, Rs. 20,000.

(xvi.) A vote of Rs. 500 was allowed as a grant to the Kandy Law Library for the purchase of law books.

(xvii.) The vote for two motor lorries for scavenging was reduced from Rs. 20,000 to Rs. 15,000.

(xviii.) The following estimates were included under Head 23, Capital Expenditure provided from revenue :—

- (1) Repairs to dredger, Rs. 1,500 ; (2) building the water-course opposite the Girls' High School, Rs. 4,140 ; (3) reducing blind corners in Lady MacCarthy's road, Rs. 880

(xix.) The following works were included under Loan Expenditure :—

- (1) New slaughter-house and exposing shed at Huduhumpola, Rs. 17,070 ; (2) road to new slaughter-house, Rs. 11,730 ; (3) building quarters for the Municipal Electrical Engineer, Rs. 15,000.

(xx.) The vote for salaries under management, Electricity Department, was reduced from Rs. 24,511 to Rs. 21,841, the reduction of Rs. 2,670 being represented by the difference between Rs. 3,300 reduced from the provision for Mr. Keegal's salary and an addition of Rs. 630 for the salary of a clerk in Grade III, in Mr. Keegal's place.

(xxi.) The following new posts included in the Budget were approved :—

Secretariat.

- (1) Junior Typist and Clerk, Rs. 480 per annum rising to Rs. 960 per annum by annual increments of Rs. 48, with rent allowance.
- (2) Peon for Municipal Office on the Peons' Salary Scale.

Electricity Department.

- (3) One Driver-Mechanic, salary Rs. 960 per annum rising to Rs. 1,800 per annum by annual increments of Rs. 60.
- (4) One additional switch board attendant, salary Rs. 540 per annum rising to Rs. 720 per annum by annual increments of Rs. 60.
- (5) Four coolies at Power Station at Re. 1 each per diem.
- (6) Two coolies at Power Station at 75 cents each per diem.
- (7) One battery cooly at Re. 1 per diem.
- (8) One meter reader and cleaner at Re. 1·75 per diem.
- (9) One Public Lighting Inspector and Assistant Meter Inspector on a salary of Rs. 540 per annum.
- (10) One Storekeeper on a salary of Rs. 540 per annum rising to Rs. 1,200 per annum by annual increments of Rs. 60.
- (11) One Assistant Storekeeper, Typist Clerk, and Recordkeeper on a salary of Rs. 480 per annum rising to Rs. 960 per annum by annual increments of Rs. 48.
- (12) One additional peon to be attached to the Town Hall on the Peons' Salary Scale.

(xxii.) The provision of a bicycle allowance of Rs. 60 per annum to each of the three Meter Inspectors and Readers was sanctioned.

(xxiii.) An additional post in Grade III, of the Clerical Service was allowed in place of Mr. Keegal, retired.

(xxiv.) It was decided that the application of Inspectors for enhanced rent allowances should lie over.

(xxv.) The Council desired detailed estimates with regard to the following works :

- (1) Additional sum of Rs. 1,000 provided for upkeep of Alutgantota and Lady Anderson's roads.
- (2) The sum of Rs. 880 provided for reducing blind corners in Lady MacCarthy's road.

(xxvi.) The Council also requested the Chairman to look into the following matters and report to Council :—

- (1) The question of the transfer of Mr. Mohideen to the slaughter-house.
- (2) Improvement of the Buddhist and Hindu section of the Mahaiyawa cemetery.
- (3) The question of leasing the Municipal land above the Old Garrison cemetery.
- (4) The question of collecting tea seed from the catchment area.
- (5) The question of numbering houses and lands in village areas.
- (6) The question of the proportion of dogs destroyed to dogs registered.

4. The Council then resumed.

5. Mr. Ratwatte moved that the Budget for 1928 be adopted subject to the amendments agreed to in Committee.
Mr. de Silva seconded—Carried.

Confirmed this 21st day of January, 1928 :

R. H. WHITEHORN,
Chairman, Municipal Council, Kandy.

Budget, 1928 (as approved at the Special Meeting of Council on December 10, 1927).

ESTIMATED REVENUE.

		Aggregate Statement.		Rs.	c.
A.—General revenue account	507,665	0
B.—Electricity Department	240,330	0
				747,995	0

ESTIMATED EXPENDITURE.

		REVENUE SERVICES.		Rs.	c.
A.—General revenue account	472,278	65
B.—Electricity Department	177,122	0
				649,400	65

CAPITAL SERVICES PROVIDED FROM REVENUE.

A.—General revenue account ..	..	..	..	43,180	0
B.—Electricity Department ..	..	..	..	17,717	0
				60,897	0
				710,297	65

EXPENDITURE PROVIDED FROM LOAN FUNDS.

A.—General revenue account ..	..	..	..	109,400	0
B.—Electricity Department ..	..	..	..	235,100	0
				344,500	0
				1,054,797	65

A.—General Revenue Account.

ESTIMATED REVENUE.

Heads of Revenue.	Revenue of 1926.		Approved Estimate, 1927.		Estimate for 1928.		
	Rs.	c.	Rs.	c.	Rs.	c.	
1. Consolidated rate ..	206,175	70	206,000	0	212,000	0	
2. Taxes ..	40,541	55	36,432	0	41,533	0	
3. Tolls ..	27,068	0	27,477	0	4,536	0	
4. Licence fees and stamp duties :—							
(a) Licence fees ..	4,412	75	4,950	0	5,050	0	
(b) Stamp duties ..	26,432	50	23,895	0	27,360	0	
5. Slaughter-house fees ..	12,017	55	10,850	0	12,950	0	
6. Conservancy fees ..	33,256	58	32,950	0	32,650	0	
7. Rents ..	73,510	49	72,985	75	76,185	0	
8. Judicial fines ..	10,025	2	6,500	0	9,000	0	
9. Water service ..	13,196	12	11,250	0	12,450	0	
10. Government grants ..	34,613	60	34,600	0	55,581	0	
11. Education account ..	—	—	—	—	—	—	
12. Miscellaneous receipts ..	24,293	87	17,800	0	18,400	0	
		504,526	73	485,680	75	507,635	0

ESTIMATED EXPENDITURE.

Heads of Expenditure.	Actual Expenditure, 1926.		Approved Estimate, 1927.		Estimate for 1928.	
	Rs.	c.	Rs.	c.	Rs.	c.
1. Administrative, Personal Emoluments ..	75,734	45	78,681	3	98,379	96
1A. Do. Other Charges ..	18,733	50	20,460	0	21,560	0
2. Rice allowance to coolies ..	1,976	72	1,800	0	—	—
3. Collectors ..	11,114	65	9,000	0	6,560	0
4. Infectious diseases prevention ..	4,137	10	4,000	0	5,000	0
5. Scavenging streets and removal of trade and house refuse ..	29,886	34	36,660	0	40,140	0
6. Conservancy of latrines ..	44,724	83	47,600	0	49,550	0
7. Minor sanitary services ..	2,712	30	3,045	0	3,045	0
8. Roads, buildings, parks, &c., main-tenance ..	57,579	69	54,895	0	55,647	30
9. Public lighting ..	29,049	70	29,000	0	32,000	0
10. Water services ..	13,808	54	11,600	0	11,642	0
11. Town improvements ..	6,528	83	6,700	0	7,000	0
12. Markets ..	8,199	91	8,166	40	8,703	60
13. Slaughter-house ..	3,973	41	4,771	81	4,703	60
14. Cemetery ..	2,454	74	2,557	0	2,617	0
15. Municipal Court ..	2,340	44	2,372	0	2,745	20
16. Police ..	30,000	0	30,000	0	30,000	0
17. Education ..	200	0	200	0	200	0
18. Free Library ..	2,400	0	2,400	0	2,400	0
19. Poor relief and public recreation ..	9,994	69	15,070	0	20,590	0
20. Pensions ..	4,804	24	3,956	63	3,956	63
21. Loan repayments and interest ..	59,194	83	60,361	50	58,708	16
22. Miscellaneous services ..	6,911	46	6,850	0	7,230	0
	<u>426,510</u>	<u>37</u>	<u>440,146</u>	<u>37</u>	<u>472,278</u>	<u>65</u>
23. Capital expenditure (provided from revenue) ..	<u>34,720</u>	<u>32</u>	<u>41,179</u>	<u>0</u>	<u>43,180</u>	<u>0</u>
Total expenditure (provided from revenue) ..	<u>458,230</u>	<u>69</u>	<u>481,325</u>	<u>37</u>	<u>515,458</u>	<u>65</u>
— Capital expenditure (provided from loan funds) ..	—	—	—	—	109,400	0

B.—Electricity Department.

ESTIMATED REVENUE.

Heads of Revenue.	Revenue of 1926.		Approved Estimate, 1927.		Estimate for 1928.	
	Rs.	c.	Rs.	c.	Rs.	c.
Sale of electricity ..	142,428	11	152,900	0	169,330	30
Public lamps ..	—	—	—	—	—	—
Works executed for customers and goods sold ..	59,253	16	43,000	0	60,000	0
Rent of meters ..	4,105	25	4,700	0	5,500	0
Sundry revenue ..	437	40	1,000	0	2,000	0
Refund of Customs duty ..	2,145	05	1,600	0	3,500	0
Total ..	<u>208,367</u>	<u>87</u>	<u>203,000</u>	<u>0</u>	<u>240,330</u>	<u>30</u>

ESTIMATED EXPENDITURE.

Heads of Expenditure.	Actual Expenditure, 1926.		Approved Estimate, 1927.		Estimate for 1928.	
	Rs.	c.	Rs.	c.	Rs.	c.
Generation of electricity ..	36,841	7	38,992	28	49,996	0
Distribution of electricity ..	7,339	86	4,934	0	6,990	0
Public lamps ..	7,793	23	7,400	0	7,040	0
Works executed for customers ..	42,437	89	28,480	0	45,000	0
Management and general expenses ..	22,944	36	20,804	42	27,566	0
Total of working expenses ..	<u>117,356</u>	<u>41</u>	<u>100,610</u>	<u>70</u>	<u>136,592</u>	<u>0</u>
Interest, depreciation, &c. ..	—	—	29,325	0	40,530	0
Total expenditure ..	—	—	<u>129,935</u>	<u>70</u>	<u>177,122</u>	<u>0</u>
					<u>63,208</u>	<u>0</u>
					<u>240,330</u>	<u>0</u>

Estimated nett profits, 1928:—

Appropriated for capital expenditure ..	—	—	—	17,717	0
Reserve in repayment of advances from General Revenue Account ..	—	—	—	45,491	0
				<u>63,208</u>	<u>0</u>
Capital expenditure (provided from revenue) ..	—	—	—	17,717	0
Capital expenditure (provided from loan funds) ..	—	—	—	235,100	0

A.—General Revenue Account.

REVENUE DETAILED.

	Revenue of 1926.		Approved Estimate, 1927.		Estimate for 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1.—CONSOLIDATED RATE.								
Rates for 1928 (16 per cent. and 8 per cent.)..	204,099	96	204,000	0	210,000	0		
Costs on recoveries on warrants ..	1,105	74	2,000	0	2,000	0		
							212,000	0
2.—TAXES.								
Tax on vehicles and animals (Under Municipal Council Ordinance) ..	22,352	0	4,000	0	3,500	0		
Taxes on motor vehicles ..			16,000	0	21,500	0		
Costs on recoveries of tax on vehicles and animals ..	4	55	5	0	5	0		
Government grant in lieu of the road tax abolished ..	18,158	0	16,427	0	16,528	0		
							41,533	0
3.—TOLLS.								
Illukmodera and Kun'asale (5 years) ..			100	0				
Gonawatta and Talatuoya ..	60	0	50	0	40	0		
Halloluwa ..	1,510	0	1,585	0	765	0		
Lewalla ..	3,419	0	3,657	0	3,701	0		
Government compensation on account abolished tolls ..	22,085	0	22,085	0				
							4,506	0
4.—LICENCE FEES AND STAMP DUTIES.								
<i>(a) Licence Fees.</i>								
Auctioneers and brokers ..	1,720	0	1,600	0	1,600	0		
Dangerous and offensive trades ..	2,101	25	2,700	0	2,800	0		
Sundries ..	591	50	650	0	650	0		
							5,050	0
<i>(b) Stamp Duties.</i>								
Butchers ..	280	0	215	0	250	0		
Carriages ..	1,517	0	1,500	0	1,500	0		
Carriers ..	831	0	800	0	775	0		
Motor vehicles ..	9,727	50	9,000	0	10,000	0		
Hotels ..	1,646	0	1,700	0	1,650	0		
Liquor ..	9,066	0	7,500	0	9,500	0		
Notaries ..	517	0	500	0	500	0		
Proctors ..	1,554	0	1,500	0	1,500	0		
Poisons ..	60	0	80	0	80	0		
Firearms ..	1,229	0	1,100	0	1,600	0		
Special permits to slaughter ..	5	0			5	0		
							27,360	0
5.—SLAUGHTER-HOUSE FEES.								
Slaughtering fees on cattle ..	5,784	0	5,000	0	6,500	0		
Slaughtering fees on sheep, goats, and pigs ..	1,329	36	1,200	0	1,400	0		
Housing and feeding fees ..	4,854	19	4,600	0	5,000	0		
Sundries ..	50	0	50	0	50	0		
							12,950	0
6.—CONSERVANCY FEES.								
Bucket fees and day service ..	31,831	5	31,000	0	31,000	0		
Costs on recoveries on warrants ..	417	55	1,000	0	500	0		
Fees for emptying private cesspits ..	328	98	350	0	500	0		
Fees for removal of trade refuse ..	679	0	600	0	650	0		
							32,650	0
7.—RENTS.								
Markets (monthly rents) ..	26,350	0	26,000	0	26,500	0		
Markets (daily rents) ..	21,035	80	20,935	75	20,935	0		
Grain sheds ..	7,465	0	7,500	0	8,000	0		
Model tenements under Housing Scheme ..	12,123	79	12,300	0	13,000	0		
Other lands, buildings, and encroachments ..	5,676	40	5,500	0	7,000	0		
Costs on recoveries on warrants ..	859	50	750	0	750	0		
							76,185	0
8.—JUDICIAL FINES.								
Municipal Court ..	10,025	2	6,500	0	9,000	0		
							9,000	0
9.—WATER SERVICES.								
House service ..	4,248	57	5,000	0	5,000	0		
Rents of meters ..	1,211	77	1,200	0	1,200	0		
Water used for other than domestic purposes..	7,666	88	5,000	0	6,000	0		
Costs on recoveries on warrants ..	68	90	50	0	250	0		
							12,450	0

	Revenue of 1926.	Approved Estimate, 1927.	Estimate for 1928.	Total.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.
10.—GOVERNMENT GRANTS.				
In aid of the maintenance of Police ..	30,000 0 ..	30,000 0 ..	30,000 0	
Dredging Kandy lake ..	3,000 0 ..	3,000 0 ..	3,000 0	
Mosley towards maintenance of Lady Horton's walk ..	1,100 0 ..	1,100 0 ..	1,100 0	
Refund of Customs duty ..	518 60 ..	500 0 ..	500 0	
Grant in lieu of compensation for abolished tolls ..	— ..	— ..	20,981 0	
				55,581 0
11.—EDUCATION ACCOUNT.				
	— ..	— ..	—	
12.—MISCELLANEOUS RECEIPTS.				
Cemetery fees ..	1,813 50 ..	1,500 0 ..	1,500 0	
Registration of dogs ..	627 25 ..	600 0 ..	700 0	
Interest ..	16,915 4 ..	12,000 0 ..	12,000 0	
Badges and fare tables ..	616 50 ..	400 0 ..	400 0	
Produce sold ..	1,957 77 ..	1,800 0 ..	1,800 0	
Sundries ..	2,368 81 ..	1,500 0 ..	2,000 0	
				18,400 0
				507,665 0

DETAILS OF EXPENDITURE.

	Actual Expenditure 1926.	Approved Estimate, 1927.	Estimate for 1928.	Total.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.
1.—ADMINISTRATIVE.				
Personal emoluments ..	75,734 45 ..	78,681 3 ..	98,379 96	98,379 96
1A.—ADMINISTRATIVE OTHER CHARGES.				
1. Commuted travelling allowances with temporary increases thereon ..	8,010 0 ..	8,010 0 ..	9,300 0	
2. Uniforms ..	2,017 74 ..	2,000 0 ..	2,250 0	
3. Stationery, books, stamps, printing, and advertising ..	5,750 25 ..	7,000 0 ..	6,500 0	
4. Telephone charges ..	424 20 ..	450 0 ..	450 0	
5. Audit fees ..	1,000 0 ..	2,000 0 ..	2,000 0	
6. Sundry charges ..	1,026 51 ..	1,000 0 ..	1,000 0	
7. Typewriter (Works Department) ..	429 80 ..	— ..	—	
8. Bicycle ..	125 0 ..	— ..	—	21,560 0
2.—RICE ALLOWANCE TO COOLIES.				
1. Difference in value of rice supplied to coolies ..	1,976 72 ..	1,800 0 ..	—	
3.—COLLECTORS.				
1. Commission ..	10,514 65 ..	8,400 0 ..	6,200 0	
2. Assistants to collectors ..	600 0 ..	600 0 ..	360 0	6,560 0
4.—INFECTIOUS DISEASES PREVENTION.				
1. Preventive measures against plague and other diseases ..	4,137 10 ..	4,000 0 ..	5,000 0	5,000 0
5.—SCAVENGING STREETS AND REMOVAL OF HOUSE AND TRADE REFUSE.				
1. Coolies, carts, &c. ..	27,670 58 ..	34,000 0 ..	37,300 0	
2. Scavenging Katugastota (contract ser- vice) ..	2,215 76 ..	2,660 0 ..	2,840 0	40,140 0
6.—CONSERVANCY OF STREETS.				
1. Coolies ..	29,269 65 ..	30,800 0 ..	32,300 0	
2. Drums and materials and repairs to carts ..	11,823 94 ..	13,000 0 ..	13,450 0	
3. Scavenging pits ..	3,423 54 ..	3,500 0 ..	3,500 0	
4. Emptying private cesspits ..	207 70 ..	300 0 ..	300 0	49,350 0

	Actual Expenditure, 1926. Rs. c.	Approved Estimate, 1927. Rs. c.	Estimate for 1928. Rs. c.	Total. Rs. c.
7.—MINOR SANITARY SERVICES.				
1. Works recommended by Medical Officer of Health	285 76 ..	300 0 ..	300 0	
2. Clearing side drains of town	975 23 ..	1,245 0 ..	1,245 0	
3. Analysis of milk	785 70 ..	1,000 0 ..	1,000 0	
4. Removing sick and burying dead paupers	231 60 ..	300 0 ..	300 0	
5. Travelling expenses of Sanitary Inspectors in inspecting dairies outside Municipal limits	156 20 ..	— ..	—	
6. Sundry services	277 81 ..	200 0 ..	200 0	
				3,045 0
8.—ROADS, BUILDINGS, PARKS, &C., MAINTENANCE.				
1. Maintenance of roads	37,283 38 ..	32,765 0 ..	32,385 0	
2. Maintenance of buildings	8,383 6 ..	9,203 50 ..	10,893 50	
3. Maintenance of parks, public seats, &c.	1,189 39 ..	1,978 0 ..	1,978 0	
4. Miscellaneous	10,724 86 ..	10,948 50 ..	10,291 0	
				55,547 50
Detail :—				
Estimate No.	Actual Expenditure, 1926. Rs. c.	Approved Estimate, 1927. Rs. c.	Estimate for 1928. Rs. c.	Total. Rs. c.
<i>Maintenance of Roads.</i>				
1. Upkeep of pavements	2,940 34 ..	3,000 0 ..	2,000 0	
2. Town streets	10,630 71 ..	12,800 0 ..	12,800 0	
3. Alutgantota and Lady Anderson's roads	1,001 2 ..	1,025 0 ..	2,025 0	
4. Udawattekele roads	2,071 50 ..	2,200 0 ..	2,200 0	
5. Halloluwa, Bahirawakanda, and Hospital roads	2,102 24 ..	2,040 0 ..	2,040 0	
18. Lady Blake's drive	185 32 ..	570 0 ..	570 0	
20. Lady McCallum's drive	905 15 ..	1,000 0 ..	1,000 0	
7. Watering streets	1,158 94 ..	1,480 0 ..	1,000 0	
21. Tarring roads	6,609 69 ..	7,000 0 ..	7,000 0	
Tarring trunk roads (contribution to Public Works Department)	8,458 75 ..	— ..	—	
23. Upkeep of Lady Manning's drive	457 29 ..	750 0 ..	750 0	
24. Upkeep of Back lanes	546 51 ..	900 0 ..	1,000 0	
52/1925 Retaining wall in Gregory road near Mowbray school (re-vote)	139 92 ..	— ..	—	
				32,385 0
<i>Maintenance of Buildings.</i>				
6. Municipal buildings	2,894 34 ..	2,900 0 ..	2,900 0	
8. Market buildings	2,262 14 ..	2,893 50 ..	2,893 50	
22. Model dwellings	2,622 78 ..	3,410 0 ..	5,100 0	
Repairs to ambalams	474 10 ..	— ..	—	
Repairs to school buildings at Mahaiyawa	129 70 ..	— ..	—	
				10,893 50
<i>Maintenance of Parks, Public Seats, &c.</i>				
12. Recreation ground and esplanade	459 53 ..	1,118 0 ..	1,118 0	
15. Wace park	439 52 ..	510 0 ..	510 0	
17. Public seats maintenance	290 34 ..	350 0 ..	350 0	
				1,978 0
<i>Miscellaneous.</i>				
9. Ornamental plants	537 83 ..	546 0 ..	546 0	
10. Tools	705 9 ..	1,000 0 ..	1,000 0	
11. Bathing and dhobies' tanks	153 47 ..	155 0 ..	155 0	
13. Sundry minor works	1,278 42 ..	1,000 0 ..	1,000 0	
14. Upkeep of cemetery and cemetery-keeper's bungalow	368 56 ..	400 0 ..	400 0	
16. Repairs to carriage and rickshaw stands	65 85 ..	150 0 ..	500 0	
Upkeep of land above old Garrison cemetery	200 75 ..	207 50 ..	—	
D & E. Ferry boats	914 64 ..	2,400 0 ..	1,400 0	
F. Repairs to approach road to Lewella ferry	10 32 ..	70 0 ..	70 0	
G. Dharma line	256 0 ..	280 0 ..	280 0	
J. Maintenance of grass lands	782 81 ..	820 0 ..	820 0	
Dredging Kandy lake	3,545 16 ..	3,000 0 ..	3,000 0	
Upkeep of cattle shed	588 39 ..	520 0 ..	520 0	
Sick pay and orderly	598 66 ..	400 0 ..	600 0	
Cleaning up and deepening the moat opposite the Maligawa	718 91 ..	— ..	—	
				10,291 0

	Actual Expenditure, 1926. Rs. c.	Approved Estimate, 1927. Rs. c.	Estimate for 1928. Rs. c.	Total. Rs. c.
9.—PUBLIC LIGHTING.				
1. Lighting of streets	29,049 70	29,000 0	32,000 0	32,000 0
10.—WATER SERVICES.				
1. Maintenance of waterworks ..	4,471 99	5,000 0	5,000 0	
2. Maintenance of two fountains ..	65 0	100 0	142 0	
3. House service connections ..	4,389 53	5,000 0	5,000 0	
4. Upkeep of meters ..	1,665 96	1,500 0	1,500 0	
5. Meter parts ..	807 39	—	—	
45/1925 Scrapping water mains(re-vote)	2,408 67	—	—	11,642 0
11.—TOWN IMPROVEMENTS.				
1. One-third cost of the establishment of the Board of Improvement ..	6,528 83	6,700 0	7,000 0	7,000 0
12.—MARKETS.				
1. Salaries	4,122 51	4,166 40	4,503 60	
2. Lighting	3,626 80	3,600 0	3,800 0	
3. Sundry charges	450 60	400 0	400 0	8,703 60
13.—SLAUGHTER-HOUSE.				
1. Salaries	1,518 22	1,571 81	1,503 60	
2. Grass	2,395 94	3,000 0	3,000 0	
3. Sundry charges	59 25	200 0	200 0	4,703 60
14.—CEMETERY.				
1. Salaries	2,298 50	2,382 0	2,442 0	
2. Uniforms to coolies	66 0	75 0	75 0	
3. Sundry charges	90 24	100 0	100 0	2,617 0
15.—MUNICIPAL COURT.				
1. Salaries	1,840 44	1,872 0	1,945 20	
2. Contribution towards salary of Municipal Magistrate ..	500 0	500 0	500 0	
3. Sundry charges	—	—	300 0	2,745 20
16.—POLICE.				
1. Cost of Police within Municipal limits .	30,000 0	30,000 0	30,000 0	30,000 0
17.—EDUCATION.				
1. Grant-in-aid to Free Night School (Sinhalese Young Men's Association)	200 0	200 0	200 0	200 0
18.—FREE LIBRARY.				
1. Upkeep	2,400 0	2,400 0	2,400 0	2,400 0
19.—POOR RELIEF AND PUBLIC RECREATION.				
1. Grant to Kandy Friend-in-Need Society	600 0	600 0	600 0	
Grant to Kandy District Nurse Association	500 0	500 0	500 0	
2. Maternity and Child Welfare	4,220 56	8,000 0	11,490 0	
3. Free Medical Aid to the poor (Free Ayurvedic Dispensary) ..	2,474 13	3,670 0	3,850 0	
4. Grant to St. Cecilia's Band	1,800 0	1,800 0	2,400 0	
5. Vagrant charges	—	250 0	1,000 0	
6. Grant to Lady Blake's Institution ..	250 0	250 0	250 0	
Contribution towards the expenses in connection with the celebration of the King's Birthday ..	50 0	—	—	
Grant to Kandy Law Library	—	—	500 0	20,590 0
20.—PENSIONS.				
1. Pensions	3,955 92	3,956 63	3,956 63	3,956 63
2. Temporary increases				
3. Gratuities	848 32	—	—	—

Details of Pension :—

Name of Pensioner.	Post held.	Date of commencement of Pension.	Annual Pension.		Temporary Increase.		Total.
			Rs.	c.	Rs.	c.	Rs. c.
A. S. Perera ..	Marketkeeper ..	— ..	248	0	111	60	359 60
B. Z. Salim ..	Recordkeeper ..	— ..	135	0	67	50	202 50
A. S. A. Goonewardene	Supervisor of conservation ..	April 1, 1918 ..	536	66	21	97	751 33
C. E. Mutukiana ..	Assistant Secretary ..	March 1, 1923 ..	2,400	0	—	—	2,400 0
A. Noor Ahaman ..	Peon ..	October 1, 1923 ..	243	20	—	—	243 20
							3,956 63

Actual Expenditure, 1926.	Approved Estimate, 1927.	Estimate for 1928.	Total.
Rs. c.	Rs. c.	Rs. c.	Rs. c.

21.—LOAN REPAYMENTS AND INTEREST.

1. Drainage scheme—

(a) Interest ..	514 62	514 62	514 62
(b) Contribution to sinking fund ..	392 45	392 45	392 45

2. Acquisition of lands—

(a) Interest ..	3,174 48	3,174 48	3,174 48
(b) Contribution to sinking fund ..	2,479 95	2,479 95	2,479 95

3. Housing scheme—

(a) Interest ..	11,916 67	11,000 0	10,083 33
(b) Principal refunded ..	18,333 33	18,333 34	18,333 34

4. Waterworks scheme—

(a) Interest ..	9,216 66	8,558 34	7,900 0
(b) Principal refunded ..	13,166 67	13,166 66	13,166 66

5. Paving Meda-ela—

(a) Interest ..	—	1,175 0	1,096 67
(b) Principal refunded ..	—	1,566 66	1,566 66

58,708 16

22.—MISCELLANEOUS SERVICES.

1. Upkeep of Town Hall ..	1,061 5	1,000 0	750 0
2. Upkeep of Town Clock ..	181 65	180 0	180 0
3. Furniture ..	371 20	750 0	1,000 0
4. Plates, badges, fare tables, and house numbers ..	1,074 89	900 0	1,000 0
5. Rents of leased lands ..	434 8	320 0	350 0
6. Destruction of dogs ..	1,503 91	1,700 0	1,700 0
7. Personal allowances to Municipal Officers to meet tax on their vehicles ..	158 50	200 0	200 0
8. Legal expenses ..	1,146 60	1,200 0	1,200 0
9. Repairing fire engine ..	—	—	250 0
10. Sundry charges ..	979 58	600 0	600 0

7,230 0

472,278 65

23.—CAPITAL EXPENDITURE (provided from Revenue).

Estimate No.		Rs.	c.	Rs. c.
25.	Building drains along cemetery road ..	3,670	0	
26.	Rebuilding barrel drain along King street ..	1,890	0	
27.	Cement rendering the floor of Town Hall ..	600	0	
28.	Laying water mains along Lady Torrington road ..	1,500	0	
29.	New barge for the lake ..	4,000	0	
30.	Acquisition of land for a children's playground at Katukele ..	10,000	0	
31.	Two motor lorries for scavenging ..	15,000	0	
32.	Repairs to dredger ..	1,500	0	
33.	Building the water-course opposite the Girls' High School ..	4,140	0	
34.	Reducing blind corners in Lady McCarthy road ..	880	0	
				43,180 0

43,180 0

515,458 65

Loan Expenditure.

35.	Paving Meda-ela ..	46,600	0	
36.	Free public library building ..	19,000	0	
37.	New slaughter-house and exposing shed at Huduhumpola ..	17,070	0	
38.	Road to new slaughter-house ..	11,730	0	
39.	Quarters for the Municipal Electrical Engineer ..	15,000	0	
				109,400 0

109,400 0

B.—Electricity Department.

REVENUE DETAILED.

	Revenue of 1926.		Approved Estimate, 1927.		Estimate for 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
<i>Sale of Electricity.</i>								
1. Private lighting ..	110,213	53	116,000	0	130,000	0		
2. Power and heating ..	—		—		1,830	0		
3. Public lighting ..	31,822	18	36,500	0	37,000	0		
4. Municipal Departments ..	392	40	400	0	500	0		
							169,330	0
<i>Public Lamps.</i>								
6. Attendance and maintenance ..	—		—		—			
<i>Works executed for Customers.</i>								
6. From customers ..	59,253	16	43,000	0	—		60,000	0
<i>Rent of Meters.</i>								
7. Recoveries ..	4,105	25	4,500	0	—		5,500	0
<i>Sundry Revenue.</i>								
8. Miscellaneous receipts ..	437	40	1,000	0	—		2,000	0
	206,223	92	201,400	0			236,330	0
<i>Nett Revenue Account.</i>								
Refund of Customs duty ..	—		1,600	0	—		3,500	0
			203,000	0			240,330	0

EXPENDITURE DETAILED.

	Actual Expenditure, 1926.		Approved Estimate, 1927.		Estimate for 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
<i>Generation of Electricity.</i>								
1. Fuel ..	19,014	53	20,613	28	21,587	0		
2. Oil, waste, and engine room stores ..	4,591	30	4,809	0	10,000	0		
3. Salaries and wages at works ..	10,410	65	8,520	0	12,909	0		
4. Repairs and maintenance—								
(a) Buildings ..	1,681	16	500	0	1,000	0		
(b) Engines, boilers, machinery and plant ..	1,143	34	4,500	0	4,500	0		
							49,995	0
<i>Distribution of Electricity.</i>								
5. Salaries of outdoor staff ..	4,819	15	3,984	0	4,990	0		
6. Repairs and maintenance of meters, switches, and other apparatus ..	2,450	71	950	0	2,000	0		
							6,990	0
<i>Public Lamps.</i>								
7. Salaries and wages ..	3,780	6	4,400	0	5,040	0		
7A. Repairs and maintenance ..	4,013	17	3,000	0	2,000	0		
							7,040	0
<i>Works executed for Customers.</i>								
8. Labour ..	9,317	21	8,880	0	15,000	0		
9. Materials ..	33,120	68	19,600	0	30,000	0		
							45,000	0

	Actual Expenditure, 1926.		Approved Estimate, 1927.		Estimate for 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
<i>Management and General Expenses.</i>								
10. Salaries	16,081	7	17,339	42	21,841	0		
11. Rent of Engineer's bungalow	1,100	0	1,200	0	1,500	0		
12. Printing and stationery	1,097	28	750	0	2,500	0		
13. Insurance	—	—	—	—	—	—		
14. Legal expenses	—	—	50	0	50	0		
15. Telephone	—	—	225	0	225	0		
16. Audit fee	250	0	600	0	600	0		
17. Sundry charges	864	77	500	0	800	0		
18. Typewriter	—	—	—	—	—	—		
19. Two bicycles (one for Electricity Office and one for Town Hall)	—	—	140	0	250	0		
Gratuity to the widow of the late J. H. Chick	2,550	0	—	—	—	—		
Gratuity to the widow and child of the late A. Perera, clerk	300	0	—	—	—	—		
Passage to Mrs. Chick	701	24	—	—	—	—		
	<u>117,356 41</u>						<u>27,566 0</u>	
Total of working expenses	—	—	100,610	70	—	—	136,592	0

Nett Revenue Account.

Interest on advances from general revenue account	6,000	0	—	—	6,000	0	
Interest on loan from Local Loans Commissioners	4,425	0	—	—	7,130	0	
Principal payable on account of Loan Commissioners	5,900	0	—	—	9,900	0	
Depreciation on machinery and plant and buildings	13,000	0	—	—	17,500	0	
	<u>29,350 0</u>				<u>40,530 0</u>		
			129,935	70		177,122	0
Estimated nett profits, 1928	—	—	—	—	—	63,208	0
						<u>240,330 0</u>	

Appropriation of Nett Profits Account.

Transfer to capital expenditure account (details below)					17,717	0
Reserve to be applied in repayment of advances from general revenue account					45,491	0
					<u>63,208 0</u>	

Capital Expenditure (provided from Profits).

Estimate No.		Rs.	c.
20.	100 electricity meters	2,100	0
21.	Spare parts for engine	1,000	0
22.	Water service for Power Station in case of fire	967	0
23.	One new Bitumen boiler	750	0
24.	Erecting of new lamp standards along Trincomalee street	2,000	0
25.	Erecting of improved lamp standards along Ward street from Planters' Association Hall junction to Malabar street junction	1,600	0
26.	Erecting of improved lamp standards along Market street from Railway Station to Planters' Association junction	1,800	0
27.	New feeder cable from Power Station to Railway Approach road feeder pillar box	4,900	0
28.	New feeder cable from the Mercantile Bank building to the Queen's Hotel junction	1,800	0
29.	Lighting the cemetery gate and the cemetery keeper's bungalow	800	0
		<u>17,717</u>	<u>0</u>

Capital Expenditure (to be provided from Loans).

	Rs.	c.
30. Plant for Power Station on A. C. side	95,200	0
31. High tension feeder cable from Power Station to Peradeniya	50,200	0
32. Extension of lights to Peradeniya	67,900	0
33. Extension of lights to Katugastota	21,800	0
	<u>235,100</u>	<u>0</u>

DETAILED STATEMENT OF THE MUNICIPAL STAFF, THEIR SALARIES, INCREMENTS, AND ALLOWANCES FOR THE YEAR 1928.

Name.	Office.	Salary of Office.			Salary for 1928.	Personal Allowance for 1928.	House Allowance for 1928.	Commuted Allowance for 1928.	Total.
		Minimum.	Annual Increments.	Maximum.					
		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	
R. H. Whitehorn	Chairman	—	—	—	13,500	—	—	1,500	15,000
<i>Secretariat and Finance Department.</i>									
J. R. Jayatileke	Secretary	6,300	450	9,000	9,000 ^a	—	—	—	9,000
E. B. Peiris	Accountant and Assistant Secretary	4,500	300	6,300	6,000 ^b	—	—	—	6,000
S. W. de Silva	Clerk, Special Grade	3,300	300	4,200	4,200	—	420	—	4,620
M. O. Abdul Jawad	Clerk, Grade II.	1,920	120	2,400	2,400 ^a	—	240	—	2,640
A. B. O. Kulasekera	do.	1,920	120	2,400	2,400	—	240	—	2,640
A. A. de Alwis	do.	1,920	120	2,400	2,400 ^a	—	240	—	2,640
D. J. A. Abeysinghe	Revenue Inspector, Grade II.	1,920	120	2,400	2,400	—	240	576	3,216
S. S. M. Mohideen	Clerk, Grade III.	600	60	1,200	1,320	—	132	—	1,452
A. J. K. Marikar	do.	600	60	1,200	1,440	—	72	—	1,512
W. A. de Alwis Senewiratne	Revenue Inspector, Grade III.	600	60	1,200	1,320	—	66	576	1,962
L. Don Lewis	Clerk, Grade III.	600	60	1,200	1,200	42 ^d	60	—	1,302
L. B. Amunugama	do.	600	60	1,200	1,200	—	60	—	1,260
A. E. Ratnayake	do.	600	60	1,200	1,080	—	54	—	1,134
P. Perera	do.	600	60	1,200	900	—	45	—	945
T. B. de Alwis	Shorthand Typist	1,320	120	2,400	1,906 ^e	—	95.25	—	2,000.25
I. S. W. Wijayaratanam	Recordkeeper	480	48	960	619.58 ^f	—	30.98	—	650.56
D. G. Dullewe	Assistant to Shroff	420	60	600	535.65 ^g	—	26.78	—	562.43
—	Two Distraining Inspectors	780	60	1,200	1,560	—	—	600	21.60
H. Don Fredrick	Binder	420	15	780	525	—	52.50	—	577.50
R. B. Stephen	Peon	300	6	444	366	—	36.60	—	402.60
P. H. Sadrin	do.	300	6	444	342	—	34.20	—	376.20
A. Cassim	do.	300	6	444	336	—	33.60	—	369.60
H. M. P. Simon	do.	300	6	444	330	—	33	—	363
S. B. Ratnayake	do.	300	6	444	318.39 ^h	—	31.83	—	350.22
G. M. K. Banda	do.	300	6	444	317.75 ⁱ	—	31.77	—	349.52
R. B. Herath	Orderly	300	6	444	309.50 ^j	—	15.47	—	324.97
—	New Post Peon	300	6	444	300	—	15	—	315
Two coolies	—	240	6	300	558	—	55.80	—	613.80
Watcher	—	240	6	300	252	—	12.60	—	264.60
—	Junior Typist	480	48	960	480	—	24	—	504
Less salaries charged to Electricity Department					46,314.87	42	2,398.38	1,752	50,507.25
					1,500	—	—	—	1,500
					44,814.87	42	2,398.38	1,752	49,007.25

HEALTH DEPARTMENT.

(a) Sanitation Branch.

Dr. P. R. Tennekoon	Medical Officer of Health	5,400	450	9,000	8,150	—	—	1,200	9,350
D. E. P. Joseph	Sanitary Inspector, Grade II.	1,920	120	2,400	1,920	—	192	576	2,688
S. F. Williams	Sanitary Inspector, Grade III.	600	60	1,200	1,800	—	180	576	2,556
G. B. de Silva	Sanitary Inspector, Grade III.	600	60	1,200	1,440	—	144	576	2,160
L. B. Abeykoon	do.	600	60	1,200	802.74 ^k	—	80.27	576	1,459.01
B. Charles de Silva	Clerk, Grade III.	600	60	1,200	1,200	—	120	—	1,320
H. M. Siyatu	Peon	300	6	444	372	—	—	—	372
Mahamy	Peon to Veterinary Surgeon	300	6	444	384	—	—	—	384

^a Rs. 300 out of this salary is charged to the Electricity Department.

^b Rs. 600 out of this salary is charged to the Electricity Department.

^c Efficiency bar before Rs. 1,320.

^d Attending sales.

^e Date of increment, February 15, 1928.

^f Date of increment, February 4, 1928.

^g Date of increment, January 28, 1928.

^h Date of increment, December 8, 1923.

ⁱ Date of increment, January 16, 1928.

^j Date of increment, June 1, 1928.

^k Date of increment, August 15, 1928.

Name.	Office.	Salary of Office.				Personal Allowance for 1928.	House Allowance for 1928.	Commuted Allowance for 1928.	Total.
		Minimum.	Annual Increments.	Maximum.	Salary for 1928.				
		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	
Five Nuisance Watchers (Towns) ..	—	300	6	444	1,620	—	162	—	1,782
Two Nuisance Watchers (Backians) ..	—	240	6	300	510	—	13·20	—	523·20
Backians cooly at 37 cents per diem ..	—	—	—	—	135·42	—	—	—	135·42
					18,334·16		891·47	3,504	22,729·63

WORKS DEPARTMENT.

G. F. Bultjens ..	Superintendent of Works	6,300	450	9,000	9,000	—	—	1,200	10,200
	Assistant Superintendent of Works ..	1,800	120	3,600	1,800	—	—	288	2,088
F. V. de Alwis ..	Clerk, Grade III. ..	600	60	1,200	1,320	—	66	—	1,386
		1,320 ^a	120	1,800					
W. E. Wadugodapitiya ..	do. ..	600	60	1,200	760 ^b	—	38	—	798
		1,320 ^a	120	1,800					
B. D. Bultjens ..	do. ..	600	60	1,200	627·74	—	31·38	—	659·12
		1,320	120	1,800					
C. A. Christiansz ..	Waterworks Inspector ..	960	60	1,200	1,195 ^c	—	—	120	1,315
Y. Muthucumar ..	do. ..	480	48	960	600 ^d	—	30	120	750
Romalis Appu ..	Plumber ..	756	60	876	876	—	—	—	876
Muthu Banda ..	Peon ..	300	6	444	330	—	16·50	—	346·50
(b) Conservancy Branch									
L. Dias ..	Supervisor of Conservancy ..	600	60	1,200	987·11 ^e	—	49·35	576	1,612·46
D. R. Weraappuli ..	Assistant Supervisor of Conservancy ..	480	48	960	640 ^f	—	32	300	972
					18,135·85		263·23	2,604	21,003·08

PUBLIC MARKET.

(a) Kandy Public Market.

W. M. Appuhamy ..	Keeper ..	480	48/60	1,200 ^g	1,020	—	102	—	1,122
D. W. Karunaratne ..	Assistant Keeper ..	300	6	444	444	—	44·40	—	488·40
T. V. Upanis ..	2nd Assistant Keeper ..	300	6	444	384	—	38·40	—	422·40
C. Wannappa ..	Night Watcher ..	300	6	444	348	—	34·80	—	382·80
Seven coolies ..	— ..	240	6	300	1,830	—	—	—	1,830

(b) Katugastota Market.

Cooly ..	— ..	240	6	300	258	—	—	—	258
					4,284		219·60		4,503·60

SLAUGHTER-HOUSE.

Ponnasamy ..	Clerk ..	480	48	960	480	—	24	—	504
	Sheep Slaughter-house Keeper ..	240	6	300	300	—	30	—	330
Two coolies ..	— ..	240	6	300	576	—	57·60	—	633·60
	Pig Slaughter-house Keeper ..	—	—	—	—	—	36	—	36
					1,356·00		36	111·60	1,503·60

CEMETERY.

H. E. de Moor ..	Keeper ..	480	48	960	864	—	—	—	864
Six coolies ..	— ..	240	6	300	1,578	—	—	—	1,578
					2,442		—	—	2,442

MUNICIPAL COURT.

R. V. Sirimano ..	Clerk, Grade III. ..	600	60	1,200	960	—	48	—	1,008
	— ..	1,320	120	1,800					
	Interpreter ..	—	—	—	—	180	—	—	180
	Court Peon ..	—	—	—	—	18	—	—	18
U. B. Wijesinghe ..	— ..	300	6	444	342	—	34·20	—	376·20
J. A. David ..	— ..	300	6	444	330	—	33	—	363
					1,632		198	115·20	1,945·20

a Efficiency bar before Rs. 1,320.

b Date of increment, May 1, 1928.

c Date of increment, February 1, 1928.

d Date of increment, July 1, 1928.

e Date of increment, July 19, 1928.

f Date of increment, September 1, 1928.

g Rs. 480 rising to Rs. 960 by Rs. 48 annually, and thereafter to Rs. 1,200 by Rs. 60 biennially.

ELECTRICITY DEPARTMENT.

Name.	Office.	Salary of Office.			Maximum.	Salary for 1928.	Total.
		Minimum.	Annual Increments.	Maximum.			
		Ra. c.	Ra. c.	Ra. c.	Ra. c.	Ra. c.	
Power Station Staff.							
T. Henry de Silva ..	Senior charge mechanic ..	1,600 0	60 0	1,800 0	1,620 0	1,620 0	
K. B. M. Ranasinghe ..	Second charge mechanic ..	1,200 0	60 0	1,800 0	1,320 0	1,320 0	
H. M. Appuhamy ..	Third charge mechanic ..	720 0	60 0	1,200 0	840 0	840 0	
—	Driver mechanic ..	960 0	60 0	1,800 0	960 0	960 0	
J. H. Ratnayake ..	Senior switchboard attendant ..	900 0	60 0	1,200 0	1,020 0	1,020 0	
P. E. L. Perera ..	Second switchboard attendant ..	900 0	60 0	1,200 0	1,020 0	1,020 0	
—	Third switchboard attendant ..	540 0	60 0	720 0	540 0	540 0	
D. Carolis Wijeratne ..	Engine cleaner ..	540 0	60 0	720 0	660 0	660 0	
T. V. de Silva ..	do. ..	540 0	60 0	720 0	660 0	660 0	
Siyatu ..	Stoker ..	480 0	—	480 0	480 0	480 0	
N. James Silva ..	Oil stores attendant ..	360 0	—	360 0	360 0	360 0	
D. W. Kalugama ..	Battery attendant a ..	900 0	60 0	1,200 0	510 0	510 0	
B. M. Mudiyanse ..	Assistant battery attendant ..	420 0	60 0	720 0	540 0	540 0	
6 coolies 4 at Re. 1 and 2 at 75 cents at power stations ..	—	—	—	—	2,013 0	2,013 0	
Battery cooly at Re. 1 ..	—	—	—	—	366 0	366 0	
					12,909 0	12,909 0	
Distribution Staff.							
G. G. Haramanis Silva ..	Mains foreman ..	1,380 0	60 0	1,800 0	1,500 0	1,500 0	
E. W. Podiappuhamy ..	Cable jointer ..	960 0	60 0	1,800 0	1,080 0	1,080 0	
K. H. Simon ..	Jointer mate ..	—	—	—	540 0	540 0	
R. K. Appuhamy ..	do. ..	—	—	—	420 0	420 0	
D. W. Kalugama ..	Meter Inspector a ..	900 0	60 0	1,800 0	510 0*	570 0	
—	Assistant Meter Inspector b ..	—	—	—	270 0	270 0	
F. W. Perera ..	Meter Reader and Cleaner at Rs. 1.75 per diem ..	—	—	—	550 0*	610 0	
					4,870 0	4,990 0	
Public Lighting Staff.							
Cader ..	Public lighting mechanic ..	720 0	60 0	1,200 0	840 0	840 0	
R. William ..	Assistant mechanic ..	—	—	—	600 0	600 0	
Allagan ..	Cooly ..	420 0	30 0	540 0	480 0	480 0	
Dingiriya ..	do. ..	420 0	30 0	540 0	480 0	480 0	
5 lamp lighters at Re. 1 each per diem ..	—	—	—	—	1,830 0	1,830 0	
K. M. Mudiyanse ..	Second mechanic ..	720 0	60 0	1,200 0	480 0	480 0	
R. M. Pinghamy ..	Third mechanic ..	480 0	—	480 0	270 0*	320 0	
—	Public Lighting Inspector b ..	—	—	—	—	—	
					4,980 0	5,020 0	
Electric Fitting Staff.							
K. M. Mudiyanse ..	—	—	—	—	840 0	840 0	
A. V. Brampy Singho ..	Head wireman ..	540 0	60 0	1,200 0	660 0	660 0	
A. P. Seneviratne ..	Second wireman ..	540 0	—	540 0	540 0	540 0	
—	Allowance for evening stand ..	—	—	—	900 0	900 0	
—	Cooly ..	—	—	—	360 0	360 0	
—	do. ..	—	—	—	360 0	360 0	
—	do. ..	—	—	—	360 0	360 0	
—	Extra wiremen and coolies ..	—	—	—	360 0	360 0	
					8,100 0	8,100 0	
					12,120 0	12,120 0	
MANAGEMENT.							
Works Staff.							
H. F. Mottram ..	Electrical Engineer ..	7,200 0	480 0	12,000 0	7,998 0 Oct.	9,198 0	
—	Assistant Electrical Engineer ..	4,200 0	300 0	6,000 0	4,200 0	4,200 0	
R. E. Goonetilleke ..	Senior Clerk ..	1,200 0	120 0	2,400 0	1,440 0	1,440 0	
P. B. Ratnayake ..	Second Clerk ..	660 0	60 0	1,200 0	780 0	780 0	
Assistant Storekeeper ..	Typist Clerk and Record-keeper ..	1,320 0	120 0	2,400 0	—	—	
—	Storekeeper ..	480 0	48 0	960 0	480 0	480 0	
—	Storekeeper ..	540 0	60 0	1,200 0	540 0	540 0	
Bahar Deen ..	Peon ..	330 0	12 0	480 0	354 0	354 0	
—	Peon ..	300 0	6 0	444 0	306 0	306 0	
Two watchers at Re. 1 each ..	—	—	—	—	732 0	732 0	
Town Hall Staff.							
J. R. Jayetilleke ..	Secretary ..	—	—	—	300 0	300 0	
E. B. Peiris ..	Accountant ..	—	—	—	600 0	600 0	
M. C. Abdul Jawad ..	Accounts Clerk ..	—	—	—	300 0	300 0	
A. A. de Alwis ..	Shroff ..	—	—	—	300 0	300 0	
A. N. Keegel ..	Chief Clerk and Assistant d ..	3,000 0	300 0	4,800 0	300 0	300 0	
D. A. S. Sonaratne ..	Revenue Clerk ..	540 0	60 0	1,200 0	565 0	565 0	
F. B. Luchow ..	Job and Check Roll Clerk ..	480 0	48 0	960 0	516 0	516 0	
—	Peon ..	300 0	6 0	444 0	300 0	300 0	
—	Clerk, Grade III. ..	600 0	60/120	1,800 0	600 0 + 80e	680 0	
					20,611 0	21,841 0	

a Half salary charged to Power Station and half to Distribution.

b Post of Assistant Meter Inspector and Public Lighting Inspector held by one officer.

c Date of increment, May 3, 1928.

d Post abolished from February 1, 1928. Salary provides for January, 1928, only.

e Rent allowance at 5 per cent.

* Travelling allowance Rs. 60.

† Travelling allowance Rs. 1,200.

Summary of Personal Emoluments and Travelling Allowances.

PERSONAL EMOLUMENTS.

	Salaries.	Personal Allowances.	House Allowances.	Total.	Commuted Travelling Allowances.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
A.—GENERAL REVENUE ACCOUNT.					
Administrative—					
Chairman ..	13,500 0	—	—	13,500 0	1,500 0
Secretariat and Finance Department ..	44,814 87	42 0	2,398 38	47,255 25	1,752 0
Health Department ..	18,334 16	—	891 47	19,225 63	3,504 0
Works Department ..	18,135 85	—	263 23	18,399 8	2,604 0
	94,784 88	42 0	3,553 8	98,319 96	9,360 0
Public market ..	4,284 0	—	219 60	4,503 60	—
Slaughter-house ..	1,356 0	36 0	111 60	1,503 60	—
Cemetery ..	2,442 0	—	—	2,442 0	—
Municipal Court ..	1,632 0	198 0	115 20	1,945 20	—
	104,498 88	276 0	3,999 48	108,774 36	9,360 0
B.—ELECTRICITY DEPARTMENT.					
Power Station staff ..	12,909 0	—	—	12,909 0	—
Distribution staff ..	4,870 0	—	—	4,870 0	120 0
Public lighting staff ..	4,980 0	—	—	4,980 0	60 0
Electric fitting staff ..	12,120 0	—	—	12,120 0	—
Management ..	20,611 0	—	30 0	20,641 0	1,200 0
	55,490 0	—	30 0	55,520 0	1,380 0
Total ..	150,988 88	276 0	4,029 48	164,294 36	10,740 0

Taxes proposed to be levied in 1928.

Description of Taxes.	Maximum leviable under the Ordinance.	Amount at present levied.	Amount proposed to be levied in 1928.	Authority under which levied.
	Rs. c.	Rs. c.	Rs. c.	
1. Consolidated rate for Police, lighting, and water ..	—	16 per cent. on annual value of property	16 per cent. on annual value of property	} Section 116 of Ordinance No. 6 of 1910.
2. For every vehicle other than a motor car, motor tricar, motor lorry, motor bicycle, or tricycle ..	5 0	5 0	5 0	
For every bicycle or tricycle (or bicycle car or cart, or tricycle car or cart) ..	3 0	3 0	3 0	} Section 127 of Ordinance No. 6 of 1910.
For every cart ..	4 0	4 0	4 0	
For every handcart ..	4 0	4 0	4 0	
For every jinricksha ..	2 50	2 50	2 50	
For every horse, pony, or mule ..	2 50	2 50	2 50	
For every bullock or ass ..	1 0	1 0	1 0	
Children's vehicles, the wheels of which do not exceed 26 inches in diameter, wheelbarrows, and handcarts not used for trade purposes are exempted from payment.				
3. Dog registration ..	1 50	Re.1 & 1.50	Re.1 & 1.50	

MUNICIPALITY OF GALLE.
Supplemental Budget No. 1 for 1927.
GENERAL REVENUE ACCOUNT.

<i>Expenditure.</i>			<i>Expenditure.</i>		
No.	Expenditure Head.	Supplemental Expenditure. Rs. c.	No.	Expenditure Head.	Supplemental Expenditure. Rs. c.
A.—Non effective Charges—			E.—Water Works—		
1.	Pensions	5 59	49.	House services	1,418 36
B.—Administrative Charges—			53.	Maintenance of mains	1,016 35
6.	Personal emoluments	1,762 8	55.	Contingencies	368 10
7.	Allowances	138 17	G.—Markets—		
8.	Collectors' commission	556 62	59.	Coolies	15 0
10.	Audit fee	500 0	60.	Lighting	1,397 5
11.	Rent	59 50	61.	Contingencies	30 77
12.	Printing and stationery	78 91	H.—Slaughter-hous —		
16.	Contingencies	441 72	62.	Coolies	3 0
C.—Health Department—			63.	Grass	109 54
<i>(b) Conservancy.</i>			K.—Miscellaneous—		
20.	Coolies	757 52	70.	Destruction of stray dogs	674 55
22.	Buckets	1,475 92	73.	Refunds	301 39
23.	Disinfectants and coir dust	293 42	79.	Acquisition of land	254 37
<i>(c) Scavenging.</i>			83.	Survey instruments	830 56
26.	Coolies	319 43	Total .. 13,681 69		
D.—Work Department—					
30.	Culverts and drains	428 97			
32.	Maintenance of buildings	24 65			
40.	Contingencies	316 30			
47.	Alterations, Fort Market	103 85			

ELECTRICITY DEPARTMENT.

<i>Management and General Expenses.</i>			<i>Capital Expenditure.</i>		
No.		Rs. c.			Rs. c.
10.	Salaries	1,605 58	Motors		1,913 4
11.	Printing	291 36	Buildings		760 17
13.	Telephone	378 72	Mains		211 65
16.	Services	6,416 10	Total .. 2,884 86		
18.	Tools, &c.	427 80			
Total ..		9,119 56			

The Municipal Office,
Galle, January 27, 1928.

By order, ARTHUR ARNDT,
Secretary.

TRADE MARKS NOTICES.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 3,754.

(2) Date of Receipt: January 12, 1927.

(3) Applicant (Proprietor of the Trade Mark): THE CALICO PRINTERS' ASSOCIATION, LIMITED (a Company registered under the English Companies' Acts), St. James's buildings, Oxford street, Manchester, England; Calico Printers and Merchants.

(4) Address for service in the Island: Julius & Crossy, Colombo.

(5) Class: Twenty-four.

(6) Goods: Cotton piece goods.

(7) Representation of the Trade Mark.

CEPEA

Registrar-General's Office,
Colombo, February 1, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7, with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,031.

(2) Date of Receipt: November 9, 1927.

(3) Applicant (Proprietor of the Trade Mark): W. A. ROSS & SONS, LIMITED (a Company incorporated under the English Companies' Acts), 17 and 19, William Street South, Belfast, Ireland; Aerated and Mineral Water Manufacturers.

(4) Address for service in the Island: Julius & Creasy, Colombo.

(5) Class: Forty-four.

(6) Goods: Mineral and aerated waters, natural and artificial, including ginger beer.

(7) Representation of the Trade Mark:



This Trade Mark is to be associated with the Trade Mark No. 1,981 under section 24.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, February 1, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs 20. affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,032.

(2) Date of Receipt: November 8, 1927.

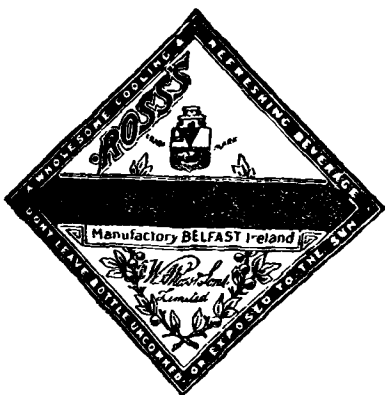
(3) Applicant (Proprietor of the Trade Mark): W. A. ROSS & SONS, LIMITED (a Company incorporated under the English Companies' Acts), 17 and 19, William Street South, Belfast, Ireland; Aerated and Mineral Water Manufacturers.

(4) Address for service in the Island: Julius & Creasy Colombo.

(5) Class: Forty-two.

(6) Goods: Beverages, syrups, and cordials included in Class 42.

(7) Representation of the Trade Mark:



This Trade Mark is to be associated with the Trade Mark No. 1,981 under section 24.

The applicants undertake that this Trade Mark when registered, and the Trade Mark No. 4,031 will be assigned or transmitted as a whole and not separately.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, February 1, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,070.

(2) Date of Receipt: November 26, 1927.

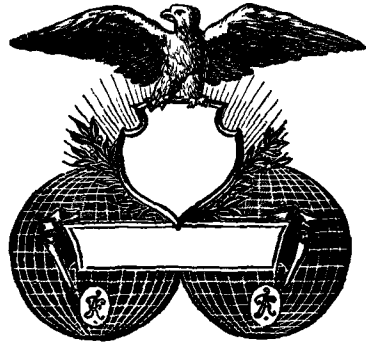
(3) Applicant (Proprietor of the Trade Mark): I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (a Company registered under the laws of Germany as a joint stock company), Frankfurt a Main, Germany; Manufacturers and Merchants.

(4) Address for service in the Island: F. J. & G. de Saram, Colombo.

(5) Class: Four.

(6) Goods: Raw or partly prepared vegetable, animal, and mineral substances used in manufactures, not included in other classes.

(7) Representation of the Trade Mark:



Registrar-General's Office, C. COOMARASWAMY,
Colombo, February 1, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,074.

(2) Date of Receipt: November 26, 1927.

(3) Applicant (Proprietor of the Trade Mark): I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (a Company registered under the laws of Germany as a joint stock company), Frankfurt a Main, Germany; Manufacturers and Merchants.

(4) Address for service in the Island: F. J. & G. de Saram, Colombo.

(5) Class: Eight.

(6) Goods: Philosophical instruments, scientific instruments, and apparatus for useful purposes, instruments and apparatus for teaching.

(7) Representation of the Trade Mark:

Isolar

Registrar-General's Office, C. COOMARASWAMY,
Colombo, February 1, 1928. Registrar of Trade Mark.

LOCAL BOARD NOTICES.

SANITARY BOARD, PUTTALAM AND CHILAW DISTRICTS.

Statement of the Actual Revenue and Expenditure for the Year 1927.

HEAD OF SERVICE.	ACTUAL REVENUE.				
	Madampe. Rs. c.	Marawila. Rs. c.	Nattandiya. Rs. c.	Udappu. Rs. c.	Kalpitiya. Rs. c.
<i>Taxes.</i>					
Assessment tax	2,722 18	3,121 38	2,183 0	1,050 5	3,761 95
Compensation for remission of road tax ..	2,170 80	630 0	842 40	997 20	979 20
Dog tax	23 50	29 50	7 50	4 50	13 50
Local rates on Government buildings ..	112 92	14 40	117 36	11 92	27 12
Motor vehicles	540 0	175 0	342 50		225 0
<i>Licences.</i>					
Trade licences	4 0	2 0	530 0	8 0	10 0
Liquor	410 0	10 0	10 0		1 0
Notaries	20 0	129 0	124 0	35 0	184 0
Carts	887 0	127 0	48 50	99 50	426 0
Guns	428 50	10 50	34 50		6 50
Explosives	18 0	5 0	135 0		10 0
Petroleum	185 0	35 0	40 0		9 25
Butchers	40 0				6 0
Special licence to slaughter cattle ..	2 0				
Performances	29 0				
<i>Leases.</i>					
Lease of coconut trees in cemetery yard ..	360 0				
Lease of recreation ground	146 79				155 11
Lease of latrine site	17 50				384 96
Lease of fish market					5 0
Lease of vegetable market					
Lease of tamarind tree			10 0		
Lease of building over the canal					
<i>Fines.</i>					
Police Court and Village Tribunal	184 75	8 25		2 50	37 0
Departmental fines	12 50			7 50	1 50
<i>Miscellaneous.</i>					
Conservancy fees	2,541 90	172 40	224 70		44 0
Slaughter-house fees	161 25	56 95	98 50		1 50
Sale of dog collars	14 75	1 50		4 50	180 0
Sale of rubbish			82 30		
Interest on fixed deposit	649 58	84 34	77 60	5 7	82 95
Other	92 93				
<i>Cemeteries.</i>					
Fees					
Sale of graves	210 0				
<i>Other Receipts.</i>					
Advance account	724 49		159 73	195 89	300 0
Tender deposits, &c.	663 51	403 21			347 81
Total	13,372 85	5,015 43	5,067 59	2,421 63	7,199 35
Balance on December 31, 1926	11,964 27	1,254 20	3,188 23	896 15	4,118 39
Amount withdrawn from bank	5,000 0				
In bank	15,000 0				
Total	45,337 12	6,269 63	8,255 82	3,317 78	11,317 74
Payments	18,292 3	4,496 89	4,036 66	2,038 15	7,873 71
Balance on December 31, 1927	27,045 9	1,772 74	4,219 16	1,279 63	3,444 3

HEAD OF SERVICE.	ACTUAL EXPENDITURE.				
	Madampe. Rs. c.	Marawila. Rs. c.	Nattandiya. Rs. c.	Udappu. Rs. c.	Kalpitiya. Rs. c.
<i>Administration.</i>					
Salary and allowance of office staff ..	1,189 79	412 71	413 43	—	412 59
Uniform allowance to Sanitary Inspectors ..	28 37	—	—	—	18 91
Uniform allowance to peon ..	—	—	—	—	13 96
Travelling allowance to Sanitary Board clerk ..	19 20	—	5 50	—	6 0
Free pass allowance to Sanitary Board clerks ..	5 74	—	—	—	—
Office contingencies ..	174 74	36 0	65 0	20 50	80 90
Cost of audit ..	150 0	33 76	50 0	25 0	62 0
Salary of midwife ..	170 0	42 50	42 50	—	178 13
<i>Revenue Services.</i>					
Commission to assessment tax collectors ..	118 30	109 42	97 20	38 25	119 22
Commission to dog tax collectors ..	4 70	5 90	1 50	0 90	2 70
Commission to conservancy fees collectors ..	151 74	—	—	—	—
Remuneration to assessors ..	113 64	116 64	98 64	42 96	132 3
<i>Sanitation.</i>					
Scavenging ..	2,119 39	1,380 0	1,086 75	600 0	1,430 14
Conservancy ..	2,630 29	389 45	586 5	—	—
Water cart ..	537 25	—	—	—	—
Disinfectants ..	332 81	63 11	62 19	48 74	37 33
Cost of destroying dogs ..	125 88	36 5	41 30	31 50	5 25
Wages of Sanitary Board coolies ..	—	77 50	80 0	936 0	1,535 40
Other charges ..	12 50	—	—	—	—
<i>Loums.</i>					
Interest on loan ..	1,250 0	—	—	—	—
Sinking fund on loan ..	2,000 0	—	—	—	—
<i>Lighting.</i>					
Cost of lighting lamps ..	841 63	174 63	186 20	—	826 80
Repairs to lamps ..	47 30	20 0	0 50	—	11 28
<i>Miscellaneous.</i>					
Tools and stores ..	232 42	52 10	103 43	62 60	247 78
Cost of dog collars ..	—	—	—	—	—
Cost of acquiring land for public purposes ..	10 0	228 74	854 83	—	—
Cost of cart plates ..	44 12	25 0	25 0	15 0	24 25
Other ..	413 23	49 36	32 80	8 50	191 76
Money order commission ..	54 80	9 45	11 25	8 70	28 50
<i>Works.</i>					
Cost of works ..	1,701 80	956 52	75 50	126 60	1,375 50
Repairs to fish market ..	—	—	—	—	276 0
Opening of recreation ground ..	776 10	—	—	—	—
Moiety cost of cement concrete drains ..	2,255 0	—	—	—	—
Remuneration to late S. M. R. ..	79 92	33 62	—	—	—
Fencing cemetery yard ..	—	—	—	—	128 14
<i>Other Payments.</i>					
Refund tender deposits, &c. ..	462 52	244 43	117 9	72 90	429 14
Advances paid ..	238 85	—	—	—	300 0
Total ..	18,292 3	4,496 89	4,036 66	2,038 15	7,873 71

January 25, 1928.

C. L. WICKREMESINGHE,
Chairman.

LOCAL BOARD, HATTON-DIKOYA.

Budget of the Hatton-Dikoya Local Board for the Year 1928.

		REVENUE.			
		Total. Rs. c.		Total. Rs. c.	
A.—General Revenue:—			(5) Water supply—		
(1) Local taxation—			(a) Water-rate ..	8,160 70	
(a) Property tax (including Government contribution) ..		9,004 66	(7) Market and galas—		
(b) Vehicles and animals tax ..		100 0	(a) Rents ..	2,205 0	
(c) Other local taxes and licences (not included elsewhere) ..		6,000 0	(d) Licences ..	50 0	
(2) Refunds and grants—			E.—Parks and public recreation:—		
(a) Stamp duties ..		600 0	Rents and cattle grazing fees ..	50 0	
(b) Liquor licences ..		3,300 0	F.—Cemeteries (Ordinance No. 9 of 1899):—		
(c) Police tax ..		9,003 22	(a) Fees ..	50 0	
(d) Opium ..		1,195 46	(b) Hire of hearse ..	10 0	
(e) Auctioneers' and brokers' fees ..		40 0	G.—Dogs (Ordinance No. 25 of 1901 and Ordinance No. 7 of 1893):—		
(f) Compensation for road tax ..		2,552 85	(a) Registration fees ..	100 0	
(3) Other—			I.—Education (Ordinance No. 1 of 1920):—		
(a) Fees by court (not included elsewhere) ..		200 0	Other receipts—		
(b) Miscellaneous ..		5 0	(a) Deposits ..	100 0	
D.—Public Health:—			J.—Miscellaneous:—		
(3) Conservancy—			Sundries ..	300 0	
(a) Fees ..		2,500 0	Balance brought forward ..	24,106 50	
(4) Slaughter-house and cattle pounds:—			Total ..	70,433 39	
(a) Fees ..		800 0			

		EXPENDITURE.			
		Amount.	Total.	Amount.	Total.
		Rs. c.	Rs. c.	Rs. c.	Rs. c.
A.—General Expenditure :—					
(1) Salaries of officers not otherwise charged—					
(a) Secretary ..	..	2,439 96			
(b) Clerks ..	..	499 0			
(c) Peons ..	..	354 0			
			3,292 96		
(2) Establishment expenses—					
(a) Allowances(not otherwise charged)	..	766 93			
(b) Travelling ..	..	200 0			
(c) Commission to tax collectors (not otherwise charged)	..	800 0			
(d) Assessors fees ..	..	195 0			
(f) Stationery, printing, advertising, and office expenses (not otherwise charged)	..	500 0			
(h) Cost of cart plates ..	..	65 0			
(i) Cost of audit ..	..	425 0			
			2,951 93		
B.—Thoroughfares :—					
(1) Maintenance, &c.—					
(b) Repairs ..	..	2,000 0			
(c) Plant and tools ..	..	10 0			
(d) Watering ..	..	300 0			
			2,310 0		
(2) Lighting—					
(a) Lighting contract ..	..	840 0			
(b) Other ..	..	50 0			
			890 0		
C.—Board lands and buildings (not charged elsewhere) :—					
(c) Maintenance ..	..	400 0			
(e) Police tax ..	..	41 32			
(g) Construction of a latrine for Local Board officers ..	..	481 10			
			922 42		
D.—Public Health :—					
(1) General expenditure—					
(a) Salaries ..	..	1,112			
(b) Allowances ..	..	600 0			
(c) Uniform ..	..	250 0			
(e) Disinfectants ..	..	384 0			
(f) Infectious diseases ..	..	500 0			
(g) Plague precautions ..	..	330 0			
(h) Construction of an incinerator and drying shed ..	..	800 0			
(i) Midwife ..	..	350 0			
			4,626 0		
(2) Scavenging—					
(a) Scavenging contract ..	..	—		5,100 0	
(3) Latrine conservancy—					
(a) Conservancy contract ..	..	4,500 0			
(b) Stores ..	..	150 0			
(c) Maintenance of latrines ..	..	200 0			
				4,850 0	
(4) Slaughter-house and cattle pounds—					
(b) Maintenance ..	..	—		300 0	
(5) Water supply—					
(a) Wages ..	..	240 0			
(c) Maintenance ..	..	200 0			
(e) Construction of a water meter ..	..	515 0			
(f) Loan charges—					
Principal ..	..	2,500 0			
Interest ..	..	2,250 0			
				5,705 0	
(6) Hospitals—					
(a) Paupers, maintenance, and burial ..	..	—		25 0	
(7) Market and gales—					
(a) Rent of markets and slaughter-house ..	..	340 0			
(b) Maintenance ..	..	500 0			
				840 0	
E.—Parks and public recreation :—					
(a) Maintenance ..	..	—		500 0	
F.—Cemeteries (Ordinance No. 9 of 1899) :—					
(a) Wages ..	..	—		450 0	
G.—Dogs (Ordinance No. 25 of 1901 and Ordinance No. 7 of 1893) :—					
(a) Destruction of dogs ..	..	—		50 0	
I.—Education (Ordinance of 1920) :—					
Other payments—					
(a) Refund of deposits ..	..	—		100 0	
J.—Miscellaneous :—					
(a) Sundries ..	..	—		500 0	
Estimated balance ..	..	—		37,020 8	
				70,433 39	

Settled and adopted by the Board on January 23, 1928.

R. H. WHITEHORN,
Chairman.

LOCAL BOARD, MINUWANGODA.

Statement of Probable Revenue and Expenditure for 1928 of Local Board, Minuwangoda.

		REVENUE.			
		Amount.		Amount.	
		Rs. c.		Rs. c.	
A.—General :—					
(1) Loan taxation—					
(a) Assessment tax ..	..	1,475 0			
(b) Animals and vehicles ..	..	2,300 0			
(c) Other local taxes and licences ..	..	250 0			
(2) Refunds—					
(a) Carts, &c. ..	..	1,120 0			
(b) Liquor ..	..	265 0			
(c) Opium ..	..	2,227 50			
(3) Other—					
(a) Fines by court ..	..	25 0			
(b) Miscellaneous ..	..	10 0			
B.—Thoroughfares :—					
(a) Subsidy in lieu of labour tax ..	..	578 88			
(b) Other ..	..	50 0			
C.—Board lands and buildings :—					
(a) Rent ..	..	60 0			
(b) Sale of produce ..	..	193 0			
D.—Public health :—					
(a) General fines ..	..	175 0			
(b) Scavenging, sale of sweepings ..	..	300 0			
Conservancy—					
(a) Fees ..	..	—		1,000 0	
(b) Sale of refuse ..	..	—		19 20	
Slaughter-house fees ..	..	—		350 0	
Markets and gales, market rents ..	..	—		966 0	
Boutiques and stall rents ..	..	—		1,378 0	
A.—Electric light fees ..					
				2,520 0	
F.—Dog registration :—					
(a) Fees ..	..	—		22 50	
(b) Sale of collars ..	..	—		5 0	
G.—Weight and measures :—					
(a) Fees ..	..	—		100 0	
(b) Fines ..	..	—		10 0	
I.—Interest on bond deposits ..					
				287 50	
				15,887 58	
				16,780 45	
				32,668 3	
				Balance on December 31, 1927 ..	
				Total ..	

EXPENDITURE.

	Amount. Rs. c.		Amount. Rs. c.
A.—General :—		(3) Conservancy—	
(1) Salaries—		(a) Wages	1,095 0
(a) Secretary	1,045 0	(b) Cart and bulls	275 0
(b) Kachcheri clerks	140 0	(c) Stores	100 0
(c) Peon	210 0	(d) Maintenances	75 0
(2) Establishment expenses—		(e) Commission	25 0
(a) Travelling	150 0	(4) Slaughter-house maintenances	75 0
(b) Commission for collecting general revenue	75 0	(5) Electric light working expenses	2,200 0
(c) Assessor's fees	75 0	(5a) Commission	100 0
(d) Stationery and printing	250 0	(6) Wells	25 0
(e) Cart plates	35 0	(7) Cost of building public latrines	3,800 0
(f) Audit	155 0	E.—Cemeteries :—	
(g) Uniforms	100 0	(1) Wages	80 0
B.—Thoroughfares :—		F.—Dog registration :—	
(1) Maintenances	400 0	Cost of collars	5 0
(2) Plates and tools	50 0	Cost of destruction	10 0
(3) Lighting	175 0	G.—Weight and measures :—	
(4) Side drains	75 0	(a) Fees	50 0
C.—Board lands and buildings :—		(b) Other	50 0
(1) Maintenances	600 0	H.—Instalment of loan	600 0
D.—Public health :—		Interest of loan	180 0
(1) General disinfectants	200 0		
(2) Scavenging—			
(a) Wages	1,140 0		
(b) Carts and bulls	550 0		
(c) Stores	75 0		
(d) Maintenances	100 0		
		Balance on December 31, 1928	14,295 0
			18,373 3
		Total	32,668 3

January 30, 1928.

A. C. WITTANATHY,
Secretary.

Auctioneer's and Broker's Licence.

It is hereby notified that the under-mentioned has been granted a licence to practise as an Auctioneer and Broker, within the Local Board limits of Badulla, during the year 1928, under section 13 of Ordinance No. 15 of 1889 :—

K. Don.

Local Board Office,
Badulla, January 24, 1928.R. M. GYBBON MONYPENY,
for Chairman.

NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

Statement of Assets and Liabilities of the Urban District Council, Chilaw, on December 31, 1927.

LIABILITIES.	Amount. Rs. c.	ASSETS.	Amount. Rs. c.
Balance due to depositors on December 31, 1927	2,068 67	Cash in hand on December 31, 1927	41,429 10
Balance surplus	144,360 43	Cash in bank on December 31, 1927	105,000 0
	146,429 10		146,429 10

Urban District Council Office,
Chilaw, January 18, 1928.M. V. TISSERA,
Vice-Chairman.

Abstract Statement of Revenue and Expenditure of the Urban District Council, Chilaw, for the Year 1927.

(Vide Section 188 (2) of Ordinance No. 11 of 1920.)

REVENUE.	Amount. Rs. c.	Total. Rs. c.	EXPENDITURE.	Amount. Rs. c.	Total. Rs. c.
A.—General revenue	55,153 3		A.—General expenditure	10,012 81	
B.—Thoroughfares	25,072 0		B.—Thoroughfares	48,782 19	
C.—Resthouses	3,588 24		C.—Resthouses	8,786 38	
D.—Council lands and buildings	3,989 10		D.—Council lands and buildings	910 66	
E.—Public health	9,013 85		E.—Public health	19,846 40	
F.—Public recreation	101 0		F.—Public recreation	977 60	
G.—Cemeteries Ordinance, No. 9 of 1899	98 50		G.—Cemeteries Ordinance, No. 9 of 1899	238 56	
H.—Dog Registration Ordinance, No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893	125 25		H.—Dog Registration Ordinance, No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893	204 47	
I.—Weights and Measures Ordinance, No. 8 of 1876	23 36		I.—Weights and Measures Ordinance, No. 8 of 1876	23 36	
J.—Electricity department	162 0		J.—Electricity department	—	
		97,326 33			89,782 43
Other receipts, viz. :—			Other payments, viz. :—		
Deposits	3,854 7		Refunds of deposits	3,289 40	
Refunds of advances	1,975 0		Advances	575 0	
Stores advance account	—		Stores advance account	—	
Government grant for water supply and electric lighting	110,000 0		Government grant for water supply and electric lighting	235 0	
Loan for water supply and electric lighting	—		Loan for water supply and electric lighting	—	
		115,829 7			4,099 40
		213,155 40			93,881 83
Balance on January 1, 1927, including a fixed deposit of Rs. 20,000	—	27,155 53	Balance on December 31, 1927, including a fixed deposit of Rs. 105,000	—	146,429 10
		240,310 93			240,310 93

Urban District Council Office,
Chilaw, January 18, 1928.M. V. TISSERA,
Vice-Chairman.

NEGOMBO URBAN DISTRICT COUNCIL.
Statement of Revenue and Expenditure for the Year 1927.

REVENUE.	Amount. Rs. c.	EXPENDITURE.	Amount. Rs. c.
A.—General	68,609 13	A.—General	17,669 65
B.—Thoroughfares	11,159 16	B.—Thoroughfares	65,090 19
C.—Resthouses	16,613 21	C.—Resthouses	5,435 8
D.—Council lands and buildings	4,070 89	D.—Council lands and buildings	5,536 15
E.—Public health	15,326 67	E.—Public health	25,458 34
F.—Public recreation	489 50	F.—Public recreation	2,577 38
G.—Cemeteries Ordinance, No. 9 of 1899	463 50	G.—Cemeteries Ordinance, No. 9 of 1899	1,882 20
H.—Dog Registration Ordinance, No. 25 of 1901; Rabies Ordinance, No. 9 of 1893	573 0	H.—Dog Registration Ordinance, No. 25 of 1901; Rabies Ordinance, No. 9 of 1893	458 75
I.—Weights and Measures Ordinance, No. 8 of 1876	5 28		
Total Revenue	117,310 34	Total Expenditure	124,107 74
Other receipts —		Other payments —	
Deposits	1,713 75	Refunds of deposits	957 99
Refunds of advances	336 0	Advances	1,143 25
	119,369 9		126,208 98
Balance, December 31, 1926	17,957 58	Balance, December 31, 1927	11,108 69
Total	137,317 67	Total	137,317 67

Statement of Assets and Liabilities of the Negombo Urban District Council for the Year 1927.

LIABILITIES.	Amount. Rs. c.	ASSETS.	Amount. Rs. c.
Cash balance on December 31, 1927	11,108 69	Cash at Kacheheri	14,645 25
		Outstanding payment orders	4,514 62
			10,130 63
		Not credited to Urban District Council	478 6
			10,608 69
		Fixed deposit at the Negombo Co-operative Society	500 0
Total	11,108 69	Total	11,108 69

Loan Account.

Year in which loan was raised .. 1921
Original amount of loan .. Rs. 25,000
Present amount of loan .. Rs. 10,000

Rate of interest .. 5 per cent.
Annual amount of capital payable .. Rs. 2,500
Date when loan will be extinguished .. October 6, 1931

Urban District Council,
Negombo, January 29, 1928.

ALEX. ED. RAJAPAKSE,
Chairman.

Assessment Taxes and Water Rate, Urban District Council, Matale.

NOTICE is hereby given that the properties bearing assessment numbers mentioned in the schedule below having been seized for default in payment of Urban District Council assessment taxes and water rate for 1st and 2nd quarters, 1927, and which were gazetted for sale on January 14, 1928, were not sold on that date, as it was a public holiday, will now be sold by public auction on February 14, 1928, on the spot, commencing at 9 A.M. in conformity with the Local Government Ordinance, No. 11 of 1920, unless in the meantime the amounts owing in respect of rates together with lawful costs of seizure and sale are duly paid.

Further particulars can be obtained from the Office of the Urban District Council, Matale.

W. GAPALLAWA,
Chairman.

Office of the Urban District Council,
Matale, January 23, 1928.

Schedule referred to.

1. Property No. 489 for 2nd quarter, 1927. Trincomalee street.
2. Properties Nos. 59 and 67 for 1st and 2nd quarters, 1927. Nagolla village road.
3. Property No. 49A, 1st and 2nd quarters, 1927, King street.
4. Property No. 72 for 2nd quarter, 1927. Dodandeniya-Hulangamuwa road.
5. Property No. 17 for 2nd quarter, 1927. Dolle road.
6. Property No. 54 for 2nd quarter, 1927. Gongawela road.
7. Property No. 82A for 2nd quarter, 1927. Hulangamuwa road.
8. Property No. 82 for 2nd quarter, 1927. Harasgama road.
9. Property No. 17F for 2nd quarter, 1927. Meewattakumbura path.

ROAD COMMITTEE NOTICES.

Alawatugoda-Ancoombra Estate Cart Road.

NOTICE is hereby given that the report of the Local Committee having been received, and an estimate amounting to Rs. 8,895 having been approved for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, in accordance with the provisions of sections 24 and 19 of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each of the following estates to make up the contribution:—

Government money	Rs. 2,000·00
Estate contribution	Rs. 6,895·00

1st section, 26 chains.

Total acreage, 2,764—Amount of cost, Rs. 284·20—
Sectional rate, 10282c.—Total rate, 10282c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
The Craiglains Tea and Rubber Co., Ltd. (Agents, Messrs. Gordon Fraser & Co., Ltd.)	Craingilt	355	36 50

1st and 2nd sections, 87 chains.

Total acreage, 2,409—Amount of cost, Rs. 666·73—
Sectional rate, 27678c.—Total rate, 37958c.

Syston Estate Co. (George Stuart & Co., Agents; C. E. Hamilton Superintendent)	Syston	169	64 15
--	--------	-----	-------

1st and 3rd sections, 106 chains.

Total acreage, 2,240—Amount of cost, Rs. 207·67—
Sectional rate, 9270c.—Total rate, 47228c.

J. A. MacAllister (Aitken, Spence & Co., Agents; J. Taylor, Superintendent)	Barton	85	40 14
---	--------	----	-------

1st to 4th section, 160 chains.

Total acreage, 2,155—Amount of cost, Rs. 590·22—
Sectional rate, 27388c.—Total rate, 74616c.

Syston Estate Company (George Stuart & Co., Agents; C. E. Hamilton, Superintendent)	Syston	173	129 8
---	--------	-----	-------

1st to 5th section, 200 chains.

Total acreage, 1,982—Amount of cost Rs. 437·20—
Sectional rate, 22058c.—Total rate, 96674c.

H. L. Cameron and R. R. Jenkyns (George Stuart & Co., Agents; J. Taylor, Superintendent)	Velana	187	180 78
R. R. Jenkyns and H. L. Cameron (George Stuart & Co., Agents; J. Taylor, Superintendent)	Wallsend	83	80 23

1st to 7th section, 340 chains.

Total acreage, 1,712—Amount of cost, Rs. 1,530·20—
Sectional rate, 89380c.—Total rate, 1,86054c.

E. H. Wijesaike, Colombo street, Kandy	Hapugolla	127	236 28
--	-----------	-----	--------

1st to 9th sections, 484 chains.

Total acreage, 1,585—Amount of cost, Rs. 1,573·92—
Sectional rate, 99309c.—Total rate, 2,85363c.

Kandy Hills Co., Ltd. (Carson & Co., Ltd. Agents; M. E. Finlan-son, Superintendent)	Pansalatenna	234	667 75
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1st to 10th section, 548 chains.

Total acreage, 1,351—Amount of cost, Rs. 699·52—
Sectional rate, 51777c.—Total rate, 3,37140c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Kandy Rubber and Tea Estates, Ltd. (Messrs. Lee, Hedges & Co., Ltd., Colombo, Agents) (R. W. Nott)	Ancoombra Group	822	2,771 29
Doolgalla (Ceylon) Rubber Estates, Ltd. (Aitken, Spence & Co., Agents; E. C. Layton, Superintendent)	Parawatta	360	1,213 70
The Kepitigalla Rubber Estates, Ltd., E. C. Layton (Agents, Harrison & Crosfield, Ltd., Colombo) Nargolla		169	569 76
			Total .. 5,989 66

N.B.—Private contribution	Rs. c.
Unexpended balance, 1926–27	6,895 0
	905 34
	5,989 66

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to R. W. Nott, Esq., Chairman, Local Committee (Ancoombra Group, Matale), on or before March 10, 1928.

N.B.—Interest at 9 per cent. will be recovered from estates if their assessments are not paid within the prescribed time.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, January 30, 1928.

Vellaioya-Shannon Estate Cart 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 maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 418·00
Private contributions	Rs. 1,960·00

Total acreage, 1,733—Rate per acre, 1,13098.

1st to 4th section, 131 chains 20 lines.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Eastern Produce & Estates Co., Ltd. (C. G. Spiller)	Vellai-oya	965	1,091 40
Mrs. C. Shipton (L. H. Toss-will)	Agra-oya	438	495 37
St. Heliers Tea Co., Ltd. (A. T. Garden)	St. Heliers	330	373 23
			Total .. 1,960 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. C. G. Spiller, Chairman, Local Committee, on or before March 10, 1928.

N.B.—Interest at 9 per cent. will be recovered from estates if their assessments are not paid within the prescribed time.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, January 30, 1928.

Talatnoya-Kirimetiya Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee of the Central Province, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate interested in the above road for the private contribution of Rs. 2,400 on the estimate of maintenance amounting to Rs. 3,200 for the year ending September 30, 1928, as follows:—

Government contribution	..	Rs. 800.00
Estates contribution	..	Rs. 2,400.00

1st section. 1 mile.

Total acreage, 1,923—Cost, Rs. 640—Sectional rate, 33281c.—Total rate, 33281c.

Proprietors or Agents.	Estates.	Acreage.	Amount due.
			Rs. c.
A. Govindasampillai	Narankaduwa ..	50 ..	16 64
A. S. T. Sithamparapillai	.. do. ..	44 ..	14 65
A. P. S. T. Sellambarampillai	.. do. ..	43 ..	14 31
A. Salumburam	Kangany do. ..	21 ..	7 0

1st to 4th section, 3 3/4 miles.

Total acreage, 1,765—Cost, Rs. 1,760—Sectional rate, 99716c.—Total rate, 1 32997c.

H. V. Greer	..	Kirimetiya ..	648 ..	861 82
A. B. Trail	..	Old Meddagama	248 ..	329 83
A. M. G. Trotter	..	Bellwood and Moragala	.. 751 ..	998 81
C. P. Silva of Kandy	..	Agallawatta	.. 93 ..	123 69
M. Chinniah	..	Eggadogalla	.. 25 ..	33 25
			Total ..	2,400 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. A. M. G. Trotter, Chairman, Local Committee, Bellwood estate, Galaha, on or before March 10, 1928.

N.B.—Interest at 9 per cent. will be recovered from estates if their assessments are not paid within the prescribed time.

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman.
Kandy, January 30, 1928.

Rattota-Gammaduwa Estate Cart 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 Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate in the district interested in the road, as follows:—

Government moiety	..	Rs. 2,000.00
Private contributions	..	Rs. 6,000.00

1st to 5th section, 5 miles.

Total acreage, 8,237—Moiety of cost, Rs. 4,285.70—Sectional rate, 52029c.—Total rate, 52029c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Consolidated Estates Company	..	Ellagalla ..	516 .. 268 48
F. Liesching	..	Dawala ..	80 .. 41 64

1st to 6th section, 6 miles.

Total acreage, 7,641—Moiety of cost, Rs. 857.15—Sectional rate, 11217c.—Total rate, 63246c.

Opalgalla Tea and Rubber Estates Co., Ltd.	..	Opalgalla Group	1,544 ..	976 53
Alfred de Silva	..	Kuda-oya	.. 90 ..	56 94

1st to 7th section, 7 miles.

Total acreage, 6,007—Moiety of cost, Rs. 857.15—Sectional rate, 14269c.—Total rate, 77515c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Robert de Zoysa	..	Dromoland Ewhurst, and Park	503 .. 389 92
Forest Hill Tea Co. (Cumberbatch & Co.)	..	Mousakanda Group	.. 1,842 .. 1,427 84
The Deltenne Estates Co., Ltd. (Cumberbatch & Co.)	..	Gammaduwa Group	.. 1,357 .. 1,051 89.
Ceylon Amalgamated Tea and Rubber Estates, Ltd. (J. M. Robertson & Co.)	..	Karagahatenna Group	.. 1,220 .. 945 70
Nambena Estates, Ltd. (Tarrant & Co.)	..	Nargalla Group	778 .. 603 8
E. L. Ebrahim Lobbé Marikar	..	Sinna Hinguruwatta	.. 307 .. 237 98

Total .. 6,000 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to H. S. Wills, Esq., Chairman, of the Local Committee (Opalgalla estate), on or before March 10, 1928.

N.B.—Interest at 9 per cent. will be recovered from estates if their assessments are not paid within the prescribed time.

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman.
Kandy, January 30, 1928.

Glenlyon-Preston 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, 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, Moss-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.

Galaha-Papuresa Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee of the Central Province, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate interested in the above-mentioned road, as follows, to make up the amount (Rs. 3,600) of the private contribution on the estimate for the maintenance of the road for the twelve months ending September 30, 1928:—

(Government moiety, Rs. 1,650.)

First section, 1 mile.

Government contribution	..	Rs. 216.38
Private contribution	..	Rs. 453.84
		Rs. 670.22

Total acreage, 1,238—Rate per acre, 36659c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.	Rs. c.
Galaha Ceylon Tea Estates and Agency Co. (P. A. T. Donald)	.. Vedehetta..	902	..	330 67
A. P. S. T. Ponnampalam-pillai and partners	.. Erin	..	336	.. 123 17
				453 84

Second section, 1 mile.

Government contribution	..	Rs. 216.38
Private contribution..	..	Rs. 453.84
		Rs. 670.22

Total acreage, 1,238—Rate per acre, 36659c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.	Rs. c.
Galaha Ceylon Tea Estates and Agency Co. (P. A. T. Donald)	.. Vedehetta ..	902	..	330 67
A. P. S. T. Ponnampalam-pillai and partners	.. Erin	..	336	.. 123 17
				453 84

Third section, 1 mile.

Government contribution	..	Rs. 216.38
Private contribution..	..	Rs. 453.84
		Rs. 670.22

Total acreage, 336.

A. P. S. T. Ponnampalam-pillai and partners	.. Erin	..	336	.. 453 84
---	---------	----	-----	-----------

Fourth section, 1st half mile.

Government contribution	..	Rs. 108.19
Private contribution..	..	Rs. 231.92
		Rs. 340.11

Total acreage, 336.

A. P. S. T. Ponnampalam-pillai and partners	.. Erin	..	336	.. 231 92
---	---------	----	-----	-----------

Fourth section, 2nd half mile.

Government contribution	..	Rs. 108.19
Private contribution..	..	Rs. 231.92
		Rs. 340.11

Total acreage, 2,396.

Gordon Frazer & Co. (P. J. Blackmore)	.. Le Vallon ..	2,396	..	231 92
---------------------------------------	-----------------	-------	----	--------

Fifth section, 1 mile.

Government contribution	..	Rs. 216.38
Private contribution..	..	Rs. 483.84
		Rs. 700.22

Total acreage, 2,396:

Proprietors or Agents.	Estates.	Acreage.	Assessment.	Rs. c.
Gordon Frazer & Co. (P. J. Blackmore)	.. Le Vallon ..	2,396	..	483.84

Sixth section, 1 mile.

Government contribution	..	Rs. 216.38
Private contribution	..	Rs. 483.84
		Rs. 700.22

Total acreage, 2,821—Rate per acre, 17151c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.	Rs. c.
Gordon Frazer & Co. (P. J. Blackmore)	.. Le Vallon ..	2,396	..	410.94
Cumberbatch & Co. (G. C. Colling)	.. New Forest	425	..	72.90
				483.84

Seventh section, 1 mile.

Government contribution	..	Rs. 216.38
Private contribution..	..	Rs. 463.84
		Rs. 680.22

Total acreage, 4,649—Rate per acre, 99977c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.	Rs. c.
Gordon Frazer & Co. (P. J. Blackmore)	.. Le Vallon ..	2,396	..	239 5
Cumberbatch & Co. (G. C. Colling)	.. New Forest	425	..	42 40
Ceylon Amalgamated Tea Co. (C. Gibbon)	.. Yarrow Group	478	..	47 70
Lipton, Limited (L. E. Halliday)	.. Pooprasie Group	1,350	..	134 69
				463 84

Eighth section, 1/2 mile.

Government contribution	..	Rs. 135.34
Private contribution	..	Rs. 283.12
		Rs. 418.46

Total acreage, 4,649—Rate per acre, 96089c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.	Rs. c.
Gordon Frazer & Co. (P. J. Blackmore)	.. Le Vallon ..	2,396	..	145 90
Cumberbatch & Co. (G. C. Colling)	.. New Forest	425	..	25 89
Ceylon Amalgamated Tea Co. (C. Gibbon)	.. Yarrow Group	478	..	29 12
Lipton, Limited (L. E. Halliday)	.. Pooprasie Group	1,350	..	82 21
				283 12

Abstract.

	Rs. c.		Rs. c.
Vedehetta	.. 661 34	Pooprasie	.. 216 90
Erin	.. 932 10	Binna	.. 60 0
Le Vallon	.. 1,511 5		
New Forest	.. 141 19		3,600 0
Yarrow	.. 76 82		

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman of the Local Committee (Mr. P. J. Blackmore, Le Vallon Group), on or before March 10, 1928.

Interest at 9 per cent. will be recovered from estates if their assessments are not paid within the prescribed time.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, January 31, 1928. Chairman.

Lantern Hill-Somerset Estate Cart 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 maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," 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. 2,333.00
Private contributions	Rs. 2,333.50

1st to 2nd section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
S. T. Kaliappa Chetty, Muthucarpur Chetty, and S. T. Muttiah Chetty	Lantern Hill	359
W. S. Blackett	Jak Tree Hill	322
S. T. Kaliappa Chetty, Muthucarpur Chetty, and S. T. Muttiah Chetty	Kehelwatta	369

1st to 4th section, 2 miles.

G. B. S. Silva	Galpaya (Sinna-pitiya)	40
A. R. P. R. Arumugam Pillai	Gertiville	51
A. B. Rodrigo	Graceland	30

1st to 6th section, 3 miles.

Heirs to Mrs. A. J. Stephens (M. H. Reeves)	Cooroondoowatta	486
Do.	Hapugahawatta	87
T. A. S. Pillai	Galpaya	68½
Ganekumbure Duraya	Gedawilhena Group	25
Amaris Alwis	Pelketiyawatta Group	20

Pandiyam Kangany and S. Usloo Kangany	Kendagolla	24
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1st to 8th section, 4 miles.

G. C. S. Hodgson (M. D. Clarke)	Somerset	461
G. Baiya and his son Kira	Ganekumburewatta Group	25
S. David, S. Balaya, and S. Ukkuamma	Ketaliyanawatta Group	30

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 31, 1928.

Lantern Hill-Somerset Estate Cart Road.

NOTICE is hereby given that, in terms of the proviso of section 5 of "The Estate Roads Ordinance, No. 12 of 1902," a proposal having been made to include the following estate among those liable for assessment for the above road, the Provincial Road Committee will, on Saturday, February 11, 1928, at 9.45 A.M., at their office in Kandy, proceed to re-define the limits of the district to include this estate, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions:—

Proprietor.	Estate.	Acreage.	Sections of road used.
A. B. Rodrigo	Graceland	30	1-4

W. L. KINDERSLEY,
Chairman.

Provincial Road Committee's Office,
Kandy, January 31, 1928.

St. Margarets-Kirkless 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. 4,000.00
Private contributions	Rs. 4,040.00

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
Kirkless Estates Co., Ltd. (George Steuart & Co.) (F. E. B. Gourlay)	Kirkless	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.

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 Company, 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.	Mousaella	550
Eildon Hall Tea and Rubber Co., Ltd.	Eildon Hall	413
Bambarakelle Estate Tea Co., Ltd.	Bambarakelle	486
Do.	Dell	100
T. Fairhurst & W. C. Oswald	Oddington	100
Mrs. Wiggins & Son	Melton	207
J. Fairhurst (W. C. Oswald)	Ferham	273
Scottish Trust & Loan Co., Ltd.	Raharawatta	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,

Provincial Road Committee's Office, Chairman.
Kandy, January 23, 1928.

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
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1st to 4th section, 4 miles.

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. ..	Blaigowrie	..	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, Chairman.
Kandy, January 23, 1928.

Padiapellella-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. (N. Rayner)	.. Kabaragala	.. 489

1st to 5th section, 4.89 miles.

W. M. R. Elwes (T. G. Harrison)	Mandaranewera	..	474
Colombo Commercial Co., Ltd. (F. I. S. Sutherland)	.. Ellamulla Group	..	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,
Provincial Road Committee's Office, Chairman.
Kandy, January 23, 1928.

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, 3½ miles.

S. Moorhouse (J. G. Horsfall)	Nawanagalla	..	295
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1st to 10th section, 4.77 miles.

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	.. Secacumbura	..	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, Chairman.
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
		1,367.50

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,
Provincial Road Committee's Office, Chairman.
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. Regulas .. 570
F. A. & W. N. Fairlie (G. H. Cal-lander) .. Kowlahena and Conon .. 366

From 1st to end of 3rd section, 1½ miles.

Sumatravale Estates Co., Limited Maria .. 297
The Dimbulla Valley Tea Co., Ltd. Lippakole .. 208

From 1st to end of 6th section, 3 miles.

The Ceylon Estates Investment Association, Limited .. Macduff .. 221
(Col. J. A. S. Agar) Ceylon Tea Plantations Co., Ltd. .. Tangakelley .. 910
The Vallekkelle 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,

Provincial Road Committee's Office, Chairman.
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. Smith, Agents), F. A. E. Price .. Elkaduwa and Algoeltenne .. 899

1st and 2nd section, 77 miles.

Rangala Consolidated, Ltd. (M. M. Smith, Agents), F. A. E. Price .. Dotale and Happuwide .. 928

Hattangala Tea & Rubber Co., Ltd. (Geo. Steuart & Co., Agents), C. G. 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. (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,

Provincial Road Committee's Office, Chairman.
Kandy, January 23, 1928.

Glenlyon Junction-Agra Branch Road.

(Between Glenlyon Junction and end of Agra 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. 5,500.00
Private contributions .. Rs. 5,555.00

1st section, 35 miles.

Proprietors or Agents. Estates. Acreage.

Ceylon Tea Plantation Com-pany, 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. .. Fr shwater .. 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 .. 269

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 Dimbulla 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.

Statement of Receipts and Expenditure on account of Market Funds in Mullaitivu District for the last Half-Year of 1927.

RECEIPTS.	Amount.		Total.		PAYMENTS.	Amount.		Total.		
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.	
Balance on June 30, 1927	—	—	1,515	35	Cost of repairs to Tanniyuttu Market buildings	609	91			
Rent of Tanniyuttu Market on account of 1927	113	43			Cost of Audit	1	93			
One-sixth purchase amount of Tanniyuttu Market rent for 1928	44	0			Balance	—	—	611	84	
Miscellaneous receipts	17	0						1,077	94	
			174	43						
			1,689	78					1,689	78

District Road Committee's Office,
Mullaitivu, January 25, 1928.

P. SARAVANAMUTTU,
Chairman.

Election of Members, District Road Committee, Batticaloa.

It is hereby notified that the under-mentioned gentlemen have been appointed Members of the District Road Committee, Batticaloa, for the years 1928, 1929, and 1930:—
Rev. Father A. Reichard, S. J., European Member, elected.

C. M. Nallaratnam, Esq., Ceylonese Member, elected.
C. A. Barthelet, Esq., Burgher Member, appointed under section 33 of Ordinance No. 10 of 1861.

S. F. AMERASINGHE,
Provincial Road Committee Office, Secretary,
Batticaloa, January 28, 1928.

Mallawapitiya-Rambadagalla Branch Road.

NOTICE is hereby given in terms of section 18 of "The Branch Roads Ordinance, 1896," that a meeting of the Local Committee of the above road and of the proprietors or resident managers of the estates concerned will be held at the Kurunegala Resthouse, on February 16, 1928, at 9 A.M.

Business.

To consider and report to the Provincial Road Committee with regard to:—

- (1) The sections into which the road is to be divided for upkeep and maintenance assessment.
- (2) The estates which in their opinion are interested in and will use each section of the road or any part thereof.
- (3) The acreage of the land belonging to each estate.
- (4) The names of the proprietors, resident managers, or superintendents and of the agents of these estates.

ESTIMATES.

Estimate No. D 306 for maintenance of the road.
Estimate No. D 665 for maintenance of the bridge over the Kospotu-oya.
Estimate for re-constructing bridge No. 84 on the 13th mile of the road.

H. B. PAINE,
Chairman, Local Committee.

January 31, 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.
J. M. Robertson & Co.	Arnhall	304	84.91
Messrs. Bois & Co., Ltd.	Macaldeniya	800	222.44
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.

Proprietors or Agents.	Estates.	Acreage.	Amount.
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, ½ mile.

Private contributions, Rs. 164.70—Total acreage, 1,278—Rate per acre, 12.88c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
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,
Provincial Road Committee's Office, Chairman,
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, 3,711½—Rate per acre, 21.78c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
The Scottish Tea & Lands Co.	.. Liyangahawela	545½	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
		<u>3,711½</u>	<u>808 33</u>

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 00
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
		<u>3,166</u>	<u>808 33</u>

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
		<u>3,166</u>	<u>808 33</u>

4th section, ½ 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
		<u>3,166</u>	<u>404 17</u>

5th section, ¾ mile.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Private contribution, Rs. 404.16—Total acreage, 2,746—Rate per acre, 14.72c.			
Lanka Plantations Co., Ltd.	.. Ampitiyakanda	300	44 10
Do.	.. Arnhall	271	39 89
Gibsons Estates, Ltd.	.. Mahakanda and Malvern	438	64 47
Poonagalla Valley Ceylon Co., Ltd.	.. Poonagalla Group	1,737	255 84
		<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 76
Poonagalla Valley Ceylon Co., Ltd.	.. Poonagalla Group	1,737	645 53
		<u>2,175</u>	<u>808 33</u>

7th section, ¾ mile.

Private contribution, Rs. 274.87—Total acreage, 2,175—Rate per acre, 12.64c.

Gibsons Estates, Ltd.	.. Mahakanda and Malvern	438	55 39
Poonagalla Valley Ceylon Co., Ltd.	.. Poonagalla Group	1,737	219 48
		<u>2,175</u>	<u>274 87</u>

8th section, ¾ mile.

Private contribution, Rs. 202.08—Total acreage, 1,737—Rate per acre, 11.63c.

Poonagalla Valley Ceylon Co., Ltd.	.. Poonagalla Group	1,737	202 08
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Abstract.

	Rs. c.
Liyangahawela	118 80
Broughton	359 66
Ampitiyakanda	301 0
Arnhall	271 88
Mahakanda and Malvern	657 87
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.

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:—

Messrs. C. de Lemos (Chairman), R. G. Coombs, and G. R. Pippet.

Provincial Road Committee, H. W. CODRINGTON,
Badulla, January 18, 1928. Chairman.

STATION.	NAME OF SENDER.	Height above Sea Level.	Total No. of Days on which Registered.		Greatest Quantity in any 24 Hours.	
			In.	Date.	In.	Date.
142 Kanakoddu	Irrigation Engineer, Kalmunai, S. D.	118	7-32	15	2-47	15th-16th
143 Kankasanturai	Medical Officer, Kankasanturai	15	2-04	7	1-02	4th-5th
144 Kantalar Tank	Divisional Irrigation Engineer, Trincomalee	250	8-05	10	2-40	20th-21st
145 Kanukkeni	Irrigation Engineer, Kanukkeni, Mullaitivu	100	7-16	16	1-80	20th-21st
146 Karukkusta Estate, Madampe	Mr. D. S. Senanayake	—	1-30	4	0-67	27th-28th
147 Katugastota	District Engineer, Katugastota	1500	6-02	6	2-50	27th-28th
148 Kayts	Postmaster, Kayts	8	1-17	5	0-69	7th-8th
149 Kebetigollewa	District Engineer, Vavuniya	—	10-30	5	3-10	28th-29th
150 Keenagaha-ela Estate, Balangoda	Mr. Ernest Mais	2100	9-93	19	2-27	17th-18th
151 Keenakelle Estate, Badulla	Mr. N. F. Palmer	3862	24-15	23	5-82	27th-28th
152 Kegalla	Assistant Government Agent, Kegalla	650	2-83	10	1-98	27th-28th
153 Kekanadure	Assistant Irrigation Engineer, Matara, S. D.	157	3-09	11	1-75	10th-11th
154 Kellie Estate, Dolosbage	Mr. W. J. Hurst	3033	4-71	7	3-39	22nd-23rd
155 Kempitkande Estate, Rambukkana	Mr. H. C. Rowbotham	—	5-21	6	2-56	27th-28th
156 Kenilworth Estate (Strathellie), Nawala	Mr. R. de V. Godfrey	2500	5-05	8	2-85	22nd-23rd
157 Keragala Estate, Kuruwita [pitiya]	Mr. C. C. Barry	400	6-07	12	2-54	10th-11th
158 Kilinochchi	Irrigation Engineer, Karachchi, N. P., Iransimadu	77	3-95	10	0-80	7th-8th
159 Kirama	Subdivisional Officer, Tangalla, S. D., Weraketiya	260	10-13	18	1-87	20th-21st
160 Kiran Estate, Korakallimadu R. O., Kalkudah, E. P.	Mr. S. A. Crowth	—	16-98	17	4-71	16th-17th
161 Kirimuttu Estate, Kalkudah, Batticaloa	Mr. J. R. C. Backhouse	—	16-11	17	4-50	15th-16th
162 Kitulgala Resthouse	Chairman, District Road Committee, Kegalla	206	2-56	2	1-30	1st-2nd
163 Kobonella Estate, Ranegalla	Mr. G. H. Tissera	3300	14-68	21	3-30	27th-28th
164 Kosgolla	A. I. E. Deduru-oya S. D. Ibbagamuwa R. O., <i>vid</i> Kurunegala	538	3-59	6	2-50	28th-29th
165 Koslanda	District Engineer, Koslanda	2258	7-23	17	2-05	15th-16th
166 Kumbukkan Anicut	Divisional Irrigation Engineer, C. D., Haldummulla	600	4-50	15	1-67	27th-28th
167 Kurundu-oya Estate, Maturata	Mr. G. Abbott	5150	14-81	25	2-75	27th-28th
168 Kurunegala	District Engineer, Kurunegala	400	2-12	3	1-65	27th-28th
169 Labookelle Estate, Ramboda	Mr. A. C. Yates	5000	6-05	12	1-71	15th-16th
170 Labugama Reservoir	Engineer, Waterworks, Maligakanda, Colombo	380	6-77	10	3-35	27th-28th
171 Lahugalla	Irrigation Engineer, Kalmunai S. D.	—	7-83	15	1-70	27th-28th
172 Ledgerwatte Estate, Badulla	Mr. C. S. Peter	4000	19-51	24	4-92	27th-28th
173 Lenawahare Estate, Dodangaslanda P. O., <i>vid</i> Kurunegala	Mr. R. E. Sothcott	450	2-58	8	0-94	27th-28th
174 Liddesdale Estate, Halgran-oya	Mr. L. B. Moore	5200	11-84	25	2-61	27th-28th
175 Liyangahatota	Irrigation Engineer, Hambantota Subdivision, Tissu	88	4-98	12	1-40	23rd-24th
176 Lower Spring Valley Estate, Badulla	Mr. J. W. Rettie	3650	10-28	22	2-68	27th-28th
177 Lucombe Estate, Maskeliya	R. V. Grimwood	3600	2-44	5	1-05	27th-28th
178 Lunugala Estate, Bandarawela	Mr. R. G. Coombe	4500	8-44	16	2-00	19th-20th
179 Madawaohchiya	District Engineer, Anuradhapura	230	3-81	3	2-20	27th-28th
180 Madhu Road	Divisional Irrigation Engineer, N. D., Anuradhapura	—	3-83	7	1-15	22nd-23rd
181 Madugoda Dispensary	Apothecary, Madugoda	2595	11-23	20	1-70	28th-29th
182 Madurankuly Resthouse	Assistant Government Agent, Puttalam	—	3-32	8	1-35	1st-2nd
183 Maduwanwala	Government Agent, Ratnapura [weratiya]	750	6-97	11	3-14	30th-31st
184 Magalawewa	Subdivisional Officer, Nikaweratiya Subdivision, Nika-	178	2-45	5	1-45	28th-29th
185 Magona Certified Industrial School	Very Rev. Fr. H. Boyer, D.D., O.M.I.	100	11-22	13	6-21	27th-28th
186 Mahadova Estate, Madulsima	Mr. C. E. Hawes	4500	15-10	17	2-92	26th-27th
187 Maha-oya Hospital	Medical Officer, Maha-oya. [weratiya]	190	13-72	18	3-54	27th-28th
188 Maha Uswewa	Subdivisional Officer, Nikaweratiya Subdivision, Nika-	18	2-74	5	1-50	27th-28th
189 Mahawalattenna	Government Agent, Ratnapura	—	6-75	10	1-70	26th-27th
190 Maho	District Engineer, Maho	—	3-49	6	1-40	6th-7th
191 Maliboda Estate, Dehiowita	Mr. R. Neville Rolfe	2000	6-82	10	3-25	27th-28th
192 Mamadola	Irrigation Engineer, Hambantota Subdivision, Tissu	56	3-94	11	1-35	19th-20th
193 Manalpittayar Anicut	Irrigation Engineer, Kalmunai S. D.	21	16-76	14	6-35	27th-28th
194 Mankulam	District Engineer, Vavuniya	122	7-52	9	2-15	20th-21st
195 Mantota Hospital	Medical Officer, Mantota, Mannar	17	2-50	11	0-80	6th-7th
196 Maradankadawala	District Engineer, Maradankadawala	443	5-27	8	1-25	27th-28th
197 Marambekande Estate, Puwakpitiya	Mr. F. C. Northway	400	10-99	9	5-92	27th-28th
198 Mariawatta Estate, Gampola	Mr. W. Astell	1800	3-23	5	1-18	23rd-24th
199 Marichchukkaddi	Apothecary, Marichchukkaddi, Mannar	14	3-10	7	0-83	24th-25th
200 Maskeliya Hospital	Medical Officer, Maskeliya	4200	3-07	10	1-05	22nd-23rd
201 Maswala, Pussellawa	Divisional Agricultural Officer, C. D., Peradeniya	2600	2-75	10	1-05	15th-16th
202 Matale	District Engineer, Matale	1208	3-28	13	1-64	27th-28th
203 Matara Hospital	Apothecary, Matara	—	3-17	7	2-40	10th-11th
204 Maturata Hospital	Medical Officer, Maturata	3226	8-74	14	2-06	27th-28th
205 Mawarela Estate, Kamburupitiya	Mr. D. O. A. Surawera	800	14-06	22	3-12	17th-18th
206 Medagama Hospital [walapitiya]	Medical Officer, Medagama	800	10-28	14	3-25	27th-28th
207 Meddegodda Estate, Udahentenna, Na-	Mr. R. G. Wilson	2777	3-75	7	1-47	22nd-23rd
208 Mediyawa Tank	Subdivisional Officer, Nikaweratiya Subdivision, Nika-	—	2-35	5	1-05	28th-29th
209 Meeriabedde Estate, Koslanda	Mr. G. E. Leggat	3800	5-96	13	1-77	15th-16th
210 Meeriatenne Estate, Hanguranketa	Mr. Maurice P. Lobo	4450	9-62	15	1-98	27th-28th
211 Middeniya	Divisional Agricultural Officer, S. D., Galle	—	6-96	16	2-79	10th-11th
212 Mihinale	District Engineer, Anuradhapura	354	5-00	7	2-70	27th-28th
213 Milapitiya	District Engineer, Kandy	1707	1-05	11	0-20	20th-21st
214 Minneriya	Divisional Irrigation Engineer, N. D., Anuradhapura	309	3-92	10	1-30	27th-28th
215 Monaragala Hospital	Medical Officer, Monaragala	700	6-50	8	2-33	23rd-24th
216 Moorootie Estate, Dolosbage	Mr. W. J. Hurst	3113	5-62	8	2-90	27th-28th
217 Moratuwa	Secretary, Local Board, Moratuwa	10	5-51	8	2-40	27th-28th
218 Morawaka	Apothecary, Morawaka	—	15-26	17	3-03	17th-18th
219 Mousagala Estate, Namunukula	Mr. G. Brasier-Creage	4500	8-98	11	2-04	27th-28th
220 Mulleitivu	District Engineer, Vavuniya	12	4-54	8	1-34	26th-27th
221 Murungan	Irrigation Engineer, Giant's Tank Subdivision, Murungan	50	3-26	10	0-75	27th-28th
222 Nachchaduwa	Irrigation Engineer, Anuradhapura Subdivision	396	4-64	6	1-35	27th-28th
223 Nalanda	District Engineer, Nalanda	900	6-62	16	1-50	27th-28th
224 Nanu-oya	Resident Engineer, C. G. R., Nanu-oya	5342	6-71	11	2-08	23rd-24th
225 Nauls Tank	Irrigation Engineer, Kalmunai S. D.	—	11-54	11	2-80	27th-28th
226 Nedunkeni	District Engineer, Vavuniya	122	7-51	7	3-65	20th-21st
227 Negombo	District Engineer, Negombo	6	0-91	1	0-91	27th-28th
228 New Forest Estate, Galaha	Mr. G. O. Colling	3500	9-47	14	2-43	15th-16th
229 New Tirukovil Estate, Akkaraipattu E. P.	Mr. T. Stanley Green	—	16-44	18	3-60	28th-29th
230 New Valley or Norwood	District Engineer, Dikoya, Norwood	3600	3-05	6	0-90	27th-28th
231 New Valley or Norwood	Mr. E. H. Hitchcock	3500	6-70	14	2-45	27th-28th
232 New Valley or Norwood	—	5820	11-09	19	2-60	1st-2nd

STATION.	NAME OF SENDER.	Height above Sea Level.	Total No. of Days on which Registered.		Greatest Quantity in any 24 Hours.	
			In.	Date.	In.	Date.
233 Old Madagama Estate, Galaha	Mr. H. F. V. Greer	3500	4-14	11	1-76	27th-28th
234 Oonagalla Estate, Madulkele	Mr. J. D. Thomson	3000	6-66	15	2-01	27th-28th
235 Oonogalaya Estate (Factory), Kotmale	Mr. R. C. Bolster	3900	4-26	9	2-30	22nd-23rd
236 Orange Hill Estate, Ragama	Superintendent	50	1-58	4	0-83	27th-28th
237 Orwell Estate, Gampola	Mr. R. B. Taylor	1700	3-21	5	1-11	22nd-23rd
238 Padupola	District Engineer, Dikoya, Norwood	1600	5-62	7	2-65	22nd-23rd
239 Pallai	District Engineer, Pallai	24	3-85	7	1-02	4th-5th
240 Palugaswewa Estate, Chilaw	Mr. E. L. Spencer Schrader	45	1-98	6	1-01	25th-26th
241 Panadura	District Engineer, Panadura	—	5-99	10	2-47	26th-27th
242 Panama Tank	Irrigation Engineer, Kalmunai S. D.	1900	11-27	20	1-72	15th-16th
243 Panikanda Estate, Demiyaya	Mr. C. J. Hay	25	—	—	2-46	23rd-24th
244 Paranthan Railway Station	Station Master, C. G. R.	2800	9-19	11	2-21	27th-28th
245 Passara Hospital	Medical Officer, Passara	550	1-74	4	0-78	27th-28th
246 Pathregalla Estate, Potuhera	Mr. J. H. Cantrell	3500	8-72	15	2-57	15th-16th
247 Patugama Estate, Dehota	Superintendent	480	5-63	10	1-21	21st-22nd
248 Pelmadulla	District Engineer, Pelmadulla	1540	5-78	6	3-70	27th-28th
249 Peradeniya Gardens	Mr. T. H. Parsons	50	11-74	15	5-38	20th-21st
250 Periyakulam	Divisional Irrigation Engineer, Trincomalee	24	1-15	4	0-48	7th-8th
251 Point Pedro, Civil Hospital	Medical Officer, Point Pedro	—	1-61	2	1-00	27th-28th
252 Ponparippu Resthouse	Assistant Government Agent, Puttalam	3000	4-93	15	1-53	15th-16th
253 Poppussala Estate, Galaha	Superintendent	10	8-35	10	1-87	27th-28th
254 Pottuvil Dispensary	Apothecary, Pottuvil	—	7-09	8	2-77	20th-21st
255 Puliyankulam Resthouse	Ticket Agent, Puliyankulam	—	17-57	15	7-70	27th-28th
256 Pulukunavi	Irrigation Engineer, Kalmunai S. D.	3000	1-93	3	1-03	15th-16th
257 Pussellawa	District Engineer, Pussellawa	—	2-63	7	1-00	9th-10th
258 Puvanasankulam	District Engineer, Vavuniya	9	0-82	3	0-52	6th-7th
259 Ragama Camp (Institute)	Assistant Superintendent, Ragama Camp	—	—	—	—	—
260 Rajagiriya (Howavitarano Weaving)	Mr. C. B. Dolapillila	1500	5-26	10	2-27	27th-28th
261 Rajawella Estate, Taldeniya	Mr. R. C. L. Noddy	1750	10-23	18	1-75	12th-13th
262 Rasugalla Estate, Balangoda	Mr. H. G. Inglis	300	8-02	12	2-17	27th-28th
263 Rayigama Estate, Ingiriya	Mr. Allen Coombe	—	—	—	—	—
264 Regina Estate, Madurankuli	Mr. D. E. N. R. de Vaz	72	6-48	9	1-68	27th-28th
265 Ridiyagama	Irrigation Engineer, Walawe Left Bank Scheme, Ambalantota	30	10-45	11	1-83	27th-28th
266 Rotawewa Tank	Irrigation Engineer, Kalmunai S. D.	77	12-63	17	3-62	27th-28th
267 Rukam Tank	Irrigation Engineer, Rukam S. D., Uniechhai	180	3-99	3	2-26	27th-28th
268 Ruwanwella Resthouse [Matale]	Chairman, District Road Committee, Kegalla	1400	25-17	21	3-20	26th-27th
269 Sacumbe Estate, Gammaduwa <i>vid</i>	Superintendent	42	14-79	11	4-20	27th-28th
270 Sakamam Tank	Irrigation Engineer, Kalmunai S. D.	5250	3-96	8	1-30	15th-16th
271 Sandiringham Estate, Agrapatana	Mr. J. H. P. Spurway	277	2-28	3	1-17	27th-28th
272 Sangilikandawala	Subdivisional Officer, Vavuniya	400	—	—	—	—
273 Seerunga Estate, Polgahawela	Mr. F. Felix Fernando	654	5-63	8	1-30	28th-29th
274 Sigiriya Resthouse	Resthouse keeper, Sigiriya	546	11-24	10	3-19	23rd-24th
275 Sirikandura Estate, Matugama	Mr. Chas. de Alwis	3500	3-66	7	1-30	21st-22nd
276 Sogama Estate, Pussellawa	F. E. Tunford	3700	2-67	7	0-71	27th-28th
277 S. Wanasarajah Estate, Dikoya	Mr. Douglas A. Wright	1915	3-59	5	2-83	21st-22nd
278 St. Andrew's School, Nawalapitiya	Mr. D. P. Sotunza	3600	20-43	29	6-00	27th-28th
279 St. Martin's Estate, Upper Rangalla	H. S. Hurst	2300	5-01	16	1-46	27th-28th
280 Stratheden Estate, Demodara	Mr. J. A. Pope	608	6-17	11	3-01	27th-28th
281 Suduppanwala	Divisional Irrigation Engineer, C. D., Haldummulla	500				

STATION.

NAME OF SENDER.

Height above Sea Level.	Total No. of Inches.	No. of Days on which Registered.	Greatest Quantity in any 24 Hours.
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STATION.	NAME OF SENDER.	Height above Sea Level.	Total No. of Inches.	No. of Days on which Registered.	Greatest Quantity in any 24 Hours.
132 Kankasanturai	Irrigation Engineer, Kalmunai S. D.	348	7.32	16	2.47
143 Kankasanturai	Medical Officer, Kankasanturai	16	2.04	7	1.02
144 Kankasanturai Tank	Divisional Irrigation Engineer, Trincomalee	250	8.05	10	2.40
145 Kanukani	Irrigation Engineer, Kankasanturai	100	7.16	16	1.80
146 Karukina Estate, Madurap	Mr. D. S. Sumanayake	1	1.30	4	0.87
147 Katugastota	District Engineer, Katugastota	1800	6.02	6	2.50
148 Kayts	Postmaster, Kayts	8	1.17	5	0.69
149 Kobetigollewa	District Engineer, Vavuniya	—	10.30	5	3.10
150 Keenagala-ola Estate, Balangoda	Mr. Ernest Maie	2100	9.93	19	2.27
151 Keenakelle Estate, Badulla	Mr. N. F. Pahor	3962	24.15	28	5.82
152 Kegalla	Assistant Government Agent, Kegalla	650	2.83	10	1.98
153 Kekandure	Assistant Irrigation Engineer, Matara S. D.	157	3.09	11	1.76
154 Kellie Estate, Dolosbage	Mr. W. J. Hurst	3033	4.71	7	3.39
155 Kempitakande Estate, Rambukkama	Mr. H. C. Rowbotham	—	5.21	6	2.56
156 Kenilworth Estate (Strathellie), Nawala	Mr. R. de V. Godfrey	2800	5.07	8	2.85
157 Koragala Estate, Kuruwita	Mr. G. C. Barry	400	6.07	12	2.64
158 Kilinochohi	Irrigation Engineer, Karakolam, N. P., Irainimeda	77	3.95	10	0.80
159 Kirama	Subdivisional Officer, Tangalla S. D., Weraketiya	200	10.13	18	1.87
160 Kiran Estate, Korakallimadu R. O., Kalkudah, E. P.	Mr. S. A. Crowl	—	16.98	17	4.71
161 Kirimutti Estate, Kalkudah, Batt.	Mr. J. R. C. Backhouse	—	16.11	17	4.50
162 Kitulgala Resthouse	Chairman, District Road Committee, Kegalla	206	2.56	2	1.30
163 Kobanella Estate, Ran-olla	Mr. G. H. Tissera	3800	14.68	21	3.30
164 Kosgolla	A. I. E. Deduru-oya S. D., Ibbaganawa R. O., via Kurunegala	538	3.59	6	2.50
165 Koslanda	District Engineer, Koslanda	2258	7.23	17	2.05
166 Kumbukkan Anicut	Divisional Irrigation Engineer, C. D., Haldummulla	600	4.50	15	1.07
167 Kurundu-oya Estate, Maturata	Mr. G. Abbott	6150	14.81	25	3.75
168 Kurunegala	District Engineer, Kurunegala	400	2.12	3	1.65
169 Laboghelle Estate, Ramboda	Mr. A. C. Yates	5000	6.05	13	1.71
170 Laboghelle Reservoir	Engineer, Waterworks, Maligakanda, Colombo	380	6.77	10	3.35
171 Labugolla	Irrigation Engineer, Kalmunai S. D.	—	7.83	15	1.70
172 Ledgerwatto Estate, Badulla	Mr. G. S. Peter	4000	10.51	24	4.02
173 Lenawihare Estate, Dodangaslanda P. O., via Kurunegala	Mr. R. E. Sothcott	450	2.58	8	0.94
174 Liddesdale Estate, Halgran-oya	Mr. L. B. Moore	5200	11.84	25	2.61
175 Liyanghatota	Irrigation Engineer, Hambantota Subdivision, Tissa	80	4.96	12	1.40
176 Lower Spring Valley Estate, Badulla.	Mr. J. W. Rettie	3650	10.28	22	2.08
177 Luccombe Estate, Maskeliya	R. V. Grimwood	3600	2.44	5	1.05
178 Lunugala Estate, Bandarawela	Mr. R. G. Coombe	4500	8.44	16	2.00
179 Maduwachchiya	District Engineer, Anuradhapura	280	3.81	3	2.20
180 Madhu Road	Divisional Irrigation Engineer, N. D., Anuradhapura	—	3.83	7	1.15
181 Madugoda Dispensary	Apothecary, Madugoda	2595	11.23	20	1.70
182 Madurankuli Resthouse	Assistant Government Agent, Puttalam	—	3.32	8	1.35
183 Maduwawala	Government Agent, Ratnapura	750	0.97	11	2.14
184 Magalawawa	Subdivisional Officer, Nikaweratiya Subdivision, Nika-	176	2.45	5	1.45
185 Maggona Certified Industrial School	Very Rev. Fr. H. Boyer, D.D., O.M.I.	100	11.22	13	6.21
186 Maadova Estate, Madulsima	Mr. C. E. Haves	4500	15.10	17	2.92
187 Maha-oya Hospital	Medical Officer, Maha-oya	180	13.72	18	3.24
188 Maha-Uyewa	Subdivisional Officer, Nikaweratiya Subdivision, Nika-	18	2.74	5	1.60
189 Mahawalatenna	Government Agent, Ratnapura	—	0.75	10	1.70
190 Maho	District Engineer, Maho	—	3.49	6	1.40
191 Maliboda Estate, Dehiowita	Mr. R. Neville Rolfe	2000	6.32	10	3.25
192 Mamadola	Irrigation Engineer, Hambantota Subdivision, Tissa	56	2.94	11	1.35
193 Manalpitiya Anicut	Irrigation Engineer, Kalmunai S. D.	21	16.76	14	6.35
194 Mankulam	District Engineer, Vavuniya	122	7.62	9	2.15
195 Mantota Hospital	Medical Officer, Mantota, Mannar	17	2.50	11	0.80
196 Maradanakadawala	District Engineer, Maradanakadawala	443	5.27	8	1.25
197 Marambekande Estate, Puwakpitiya.	Mr. F. G. Northway	400	10.09	6	5.02
198 Mariawatta Estate, Gampola	Mr. W. Astell	1000	3.28	5	1.18
199 Marichohukkaddi	Apothecary, Marichohukkaddi, Mannar	14	3.10	7	0.93
200 Maskeliya Hospital	Medical Officer, Maskeliya	4200	8.07	10	1.05
201 Maswela, Pussellawa.	Divisional Agricultural Officer, C. D., Peradeniya	2800	2.75	10	1.05
202 Matale	District Engineer, Matale	1208	3.28	13	1.04
203 Matara Hospital	Apothecary, Matara	—	3.17	7	2.40
204 Maturata Hospital	Medical Officer, Maturata	3328	8.74	14	2.06
205 Mawarala Estate, Kamburupitiya	Mr. D. G. A. Suruwera	800	14.08	22	3.12
206 Medangama Hospital	Medical Officer, Medangama	800	10.28	14	3.25
207 Meddegodda Estate, Udahatenna, Na-	Mr. R. G. Wilson	2777	3.76	7	1.47
208 Mediyawa Tank	Subdivisional Officer, Nikaweratiya Subdivision, Nika-	—	2.35	6	1.05
209 Meeribedde Estate, Koslanda	Mr. G. E. Leggat	2600	5.96	13	1.77
210 Meeriatenna Estate, Hanguwaniketa	Mr. Maurice F. Lobb	4450	9.62	15	1.98
211 Middeniya	Divisional Agricultural Officer, S. D., Galle.	—	6.96	16	2.79
212 Mihintale	District Engineer, Anuradhapura	354	5.00	7	2.70
213 Milapitiya	District Engineer, Kandy	1707	1.05	11	0.20
214 Minneriya	Divisional Irrigation Engineer, N. D., Anuradhapura	809	3.92	10	1.30
215 Monaragala Hospital	Medical Officer, Monaragala	708	6.50	8	2.38
216 Moorotte Estate, Dolosbage	Mr. W. J. Hurst	3113	5.62	8	2.90
217 Moratuwa	Secretary, Local Board, Moratuwa	10	5.51	8	2.40
218 Morawaka	Apothecary, Morawaka	—	15.28	17	3.05
219 Mousagala Estate, Namunukula	Mr. G. Brasier-Croft	4500	8.98	11	2.04
220 Mullaivivu	District Engineer, Vavuniya	12	4.64	8	1.34
221 Murunkan	Irrigation Engineer, Murunkan Tank Subdivision, Murungan	60	2.26	10	0.75
222 Nachchaduwa	Irrigation Engineer, Anuradhapura Subdivision	386	4.64	6	1.35
223 Nalanda	District Engineer, Nalanda	800	6.02	16	1.50
224 Nannu-oya	Resident Engineer, Nannu-oya	5342	6.71	11	2.08
225 Naula Tank	Irrigation Engineer, Kalmunai S. D.	—	11.64	11	2.60
226 Nedunkoni	District Engineer, Vavuniya	122	7.51	7	3.65
227 Nogoimbo	District Engineer, Nogoimbo	6	0.91	1	0.91
228 New Forest Estate, Galaha	Mr. T. Stanley Green	3500	9.47	14	2.43
229 New Tirukoville Estate, Akkaraipattu E. P.	District Engineer, Dikoya, Norwood	—	10.44	18	3.00
230 Nay Valley & Norwood	Mr. E. H. Hitchcock	3500	3.05	6	0.60
231 Nilloomally Estate, Madulkota	Station Master	3500	6.70	14	2.45
232 Obiya Railway Station		6820	11.00	19	2.00

STATION.

NAME OF SENDER.

Height above Sea Level.	Total No. of Inches.	No. of Days on which Registered.	Greatest Quantity in any 24 Hours.
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STATION.	NAME OF SENDER.	Height above Sea Level.	Total No. of Inches.	No. of Days on which Registered.	Greatest Quantity in any 24 Hours.
233 Old Madegama Estate, Galaha	Mr. H. F. V. Greer	3500	4.14	11	1.76
234 Onanagalla Estate, Madulkota	Mr. J. D. Thomson	3000	6.68	15	2.01
235 Onocogloya Estate (Factory), Kotmale	Mr. R. G. Bolster	3900	4.20	9	2.30
236 Orange Hill Estate, Ragama	Superintendent	50	1.58	4	0.83
237 Orwell Estate, Gampola	Mr. R. E. Taylor	1700	3.21	5	1.11
238 Padupola	District Engineer, Dikoya, Norwood	1600	5.62	7	2.65
239 Pallai	District Engineer, Pallai	24	3.65	7	1.02
240 Palugaswewa Estate, Ohilaw	Mr. E. L. Spencer Schrader	46	1.98	6	1.01
241 Panadura	District Engineer, Panadura	5.99	10	2.47	
242 Panama Tank	Irrigation Engineer, Kalmunai S. D.	—	7.78	11	1.72
243 Panikanda Estate, Deniyaya	Mr. C. J. Hay	1900	11.27	20	2.46
244 Paranthan Railway Station	Station Master, C. G. R.	28	—	—	—
245 Passara Hospital	Medical Officer, Passara	2800	0.10	11	2.21
246 Pathregalla Estate, Potuhara	Mr. J. H. Cantrell	560	1.74	4	0.78
247 Patingama Estate, Deltota	Superintendent	3500	8.72	15	2.57
248 Polmadulla	District Engineer, Polmadulla	480	5.63	10	1.21
249 Peradeniya Gardens	Mr. T. H. Parsons	1540	5.78	6	3.70
250 Periyakulam	Divisional Irrigation Engineer, Trincomalee	50	11.74	15	5.38
251 Point Pedro, Civil Hospital	Medical Officer, Point Pedro	24	1.15	4	0.48
252 Ponparippu Resthouse	Assistant Government Agent, Puttalam	—	1.64	2	1.00
253 Pooprasia Estate, Galaha	Superintendent	3000	4.93	15	1.53
254 Pottuvil Dispensary	Apothecary, Pottuvil	10	8.35	10	1.87
255 Pullyankulam Resthouse	Ticket Agent, Pullyankulam	—	7.09	8	2.77
256 Pulkunavi	Irrigation Engineer, Kalmunai S. D.	—	17.57	15	7.70
257 Pussellawa	District Engineer, Pussellawa	3000	1.93	3	1.03
258 Puvrasankulam	District Engineer, Vavuniya	—	2.63	7	1.00
259 Ragama Camp (Institute)	Assistant Superintendent, Ragama Camp	9	0.82	3	0.63
260 Rajagiriya (Hewavitana Weaving)	Mr. U. B. Dolapilla	1500	5.26	10	2.27
261 Rajawella Estate, Taldeniya	Mr. R. C. L. Nottley	1750	10.23	18	1.75
262 Rasagalla Estate, Hlangoda	Mr. H. G. Englis	300	8.02	12	2.17
263 Rayigam Estate, Ingiriya	Mr. Allen Coombe	—	—	—	—
264 Regina Estate, Madirakuli	Mr. D. E. N. R. de Vaz	—	—	—	—
265 Ridiyagama	Irrigation Engineer, Walawa Left Bank Scheme, Ambalantota	72	6.48	9	1.68
266 Rutawewa Tank	Irrigation Engineer, Kalmunai S. D.	30	10.45	11	1.83
267 Rukam Tank	Irrigation Engineer, Rukam S. D., Unnaohohai	77	12.03	17	3.62
268 Ruwanwella Resthouse (Matale)	Chairman, District Road Committee, Kegalla	180	3.99	3	2.26
269 Sacumbe Estate, Gannaduwa via	Superintendent	1400	25.17	21	3.20
270 Sekamam Tank	Irrigation Engineer, Kalmunai S. D.	42	14.79	11	4.90
271 Sandringham Estate, Agrapattana	Mr. J. H. P. Spurway	6250	2.96	8	1.30
272 Sanglikandawara	Subdivisional Officer, Vavuniya	277	2.28	3	1.17
273 Seeranga Estate, Polgahwela	Mr. P. Felix Fernando	400	—	—	—
274 Sigiriya Resthouse	Resthouse-keeper, Sigiriya	654	5.68	8	1.30
275 Sirikandura Estate, Matugama	Mr. Chas. de Alwis	548	11.24	10	3.10
276 Sogama Estate, Pussellawa	T. E. Tunnard	3500	3.66	7	1.30
277 S. Wanarajah Estate, Dikoya	Mr. Douglas A. Wright	3700	2.67	7	0.71
278 St. Andrew's School, Nawalapitiya	Mr. D. P. Setunga	1915	3.59	5	2.63
279 St. Martin's Estate, Upper Rangalla	H. S. Hurst	3000	20.43	20	6.00
280 Stratheden Estate, Demodara	Mr. J. A. Pope	2800	5.01	16	1.48
281 Suduppanwala	Divisional Irrigation Engineer, C. D., Haldummulla	608	6.17	11	3.01
282 Sunderland Estate, Chelhyngoda	D. S. Urquhart	500	9.19	14	2.90
283 Tabbowa	Divisional Irrigation Engineer, Tabbowa, Puttalam	68	3.80	13	1.40
284 Talaimannar	District Engineer, Mannar	—	2.37	7	1.53
285 Taldena Dispensary	Apothecary, Taldena	1100	13.73	15	4.60
286 Tanamalwila Dispensary	Apothecary, Tanamalwila	550	4.40	8	1.43
287 Tangalla	Divisional Irrigation Engineer, Tangalla S. D.	70	4.06	10	1.63
288 Thumpenkoni Tank	Irrigation Engineer, Kalmunai S. D.	—	16.01	18	6.50
289 Thirigoda, Matale	Divisional Agricultural Officer, S. D., Galle.	—	5.80	16	2.15
290 Tigitar Estate, Akkaraipattu	Mr. T. Stanley Green	—	16.84	14	3.55
291 Tirukoville Estate, Akkaraipattu	Mr. H. Leonard Cox	6	15.49	18	3.25
292 Tissamaharama	Irrigation Engineer, Hambantota Subdivision, Tissa	75	3.90	7	1.95
293 Tonigala Resthouse	Assistant Government Agent, Puttalam	—	3.82	6	1.25
294 Topawewa	Apothecary	200	7.00	13	2.08
295 Udahena Estate, Bandarawela	Mr. R. G. Coombe	4500	8.02	14	2.11
296 Udakiriwila	Subdivisional Officer, Tangalla S. D., Weraketiya	156	5.19	13	1.00
297 Uduwala	Irrigation Engineer, Hambantota Subdivision, Tissa	75	4.09	7	2.00
298 Unnikachai Tank	Divisional Irrigation Engineer, C. D., Haldummulla	—	9.00	15	1.28
299 Uppar Obiya Estate, Obiya	Irrigation Engineer, Rukam S. D., Unnikachai	120	16.72	17	4.65
300 Urubokla	Mr. H. V. A. Doudney	6000	10.37	23	1.75
301 Uva Estate, Madulsima	Subdivisional Officer, Tangalla S. D., Weraketiya	1079	23.23	22	4.90
302 Vadamarachchi	Mr. E. A. Jamieson	3200	26.89	21	