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THE CEYLON GOVERNMENT GAZETTE

No. 7,642 — FRIDAY, MAY 11, 1928.

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PART I.—GENERAL.

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

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COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

H. J. STANLEY.

KNOW Ye that We, the Governor of the Island of Ceylon, in the exercise of the powers vested in Us by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Malwala and Olugala in the Uda pattu south of Kuruwiti korale, in the District of Ratnapura, Province of Sabaragamuwa.

Colombo, May 11, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE REFERRED TO.

Lot 1 in preliminary plan No. 3,556 called Dimbulwitimukalana situated in the village Malwala in Uda pattu south of Kuruwiti korale, in the District of Ratnapura, Province of Sabaragamuwa, containing in extent 15 acres and 24 perches.

Bounded as follows: North by Dimbulwitimukalana claimed by the Crown; east and south by Kudugalhenyaya and Dombagahahena claimed by V. N. Dassanayake (P. P. 8,610/957½); west by Dombagahahena claimed by V. N. Dassanayake and Dimbulwitihenyaya claimed by V. N. Dassanayake (P. P. 8,610/957½).

BY HIS EXCELLENCY THE GOVERNOR.

L 290/28

A PROCLAMATION.

H. J. STANLEY.

KNOW Ye that We, the Governor of the Island of Ceylon, in the exercise of the powers vested in Us by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Liyandawala and Pagoda in the Uda pattu south of Kuruwiti korale, in the District of Ratnapura, Province of Sabaragamuwa.

Colombo, May 11, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE REFERRED TO.

Lots 1 and 2 in preliminary plan No. 3,557 called Lunuwellemukalana situated in Liyandawala in Uda pattu south of Kuruwiti korale, in the District of Ratnapura, Province of Sabaragamuwa, containing in extent 15 acres and 12 perches (exclusive of the footpath and reservation on either side of it passing through the land) (P. P. 3,557/3).

Bounded as follows: North by Uluhelehenyaya claimed by V. N. Dassanayaka (P. P. 8,610/584); east by Lunuwellehenyaya claimed by V. N. Dassanayaka (P. P. 8,610/417,586 and 682); south by Lunuwellemukalana claimed by the Crown; west by Uluhelehenyaya claimed by V. N. Dassanayaka (P. P. 8,610/676,583 and 584).

BY HIS EXCELLENCY THE GOVERNOR.

L 291/28

A PROCLAMATION.

H. J. STANLEY.

KNOW Ye that We, the Governor of the Island of Ceylon, in the exercise of the powers vested in Us by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Ketawala, Induruwa, and Embuldeniya in the Uda pattu south of Kuruwiti korale, in the District of Ratnapura, Province of Sabaragamuwa.

Colombo, May 11, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE REFERRED TO.

Lot 1 in preliminary plan No. 3,558—an allotment of land called Peradambatenmukalana, situated in Ketawala village, Uda pattu south, Kuruwiti korale, Ratnapura District, Province of Sabaragamuwa, containing in extent 15 acres 1 rood and 35 perches; bounded on the north by Kadiyawattehenyaya claimed by B. Samela and others; east by Kadiyawattehenyaya and Helapallelandehenyaya claimed by B. Samela and others; south by Peradambatenmukalana said to be Crown; west by Jambugaswattehenyaya claimed by B. Samela and others and Jambugaha-ela.

BY HIS EXCELLENCY THE GOVERNOR.

L 314/28

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by a Proclamation bearing date December 15, 1897, and published in *Government Gazette* No. 5,519 of December 23, 1897, a tract of forest land, as set forth in the schedule to the said Proclamation and within the limits therein specified and set forth was, under the provisions of section 19 of the Forest Ordinance, No. 10 of 1885, declared to be a reserved forest:

And whereas it appears to Us expedient that certain portions of the said forest so reserved as aforesaid should cease to be reserved:

Now know Ye that We, the Governor of Ceylon, in exercise of the powers in Us vested by sub-section (2) of section 6 of Ordinance No. 16 of 1907, do hereby direct that the portions of the said forest land specified and set forth in the schedule hereto shall cease to be reserved as from and after the date hereof.

Colombo, May 11, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE REFERRED TO.

The following lots situated in the village of Lenagala Pahala, in the Kiraweli pattu east of Beligal korale, in the District of Kegalla of the Province of Sabaragamuwa, which includes lot 1577½ and part of lot 1577¼ in preliminary plan No. 84:—

Lot.	Name of Land.	Preliminary plan No. 2,890.	Extent.		
			A.	R.	P.
1	.. Kalugallehena or Kekillerangabattehena	..	3	2	22
2	.. Do.	..	0	0	17

Boundaries of Lot 1: North by title plan No. 101,488; east by lot 3 in preliminary plan No. 2,890; south by the village limit of Paradeniya; west by title plan No. 234,815.

Boundaries of Lot 2: North by title plan No. 101,488; east, south, and west by lot 3 in preliminary plan No. 2,890.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 194 of 1928.

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

Mr. C. H. HARTWELL to be Office Assistant to the Assistant Government Agent, Nuwara Eliya, and Additional Police Magistrate, Nuwara Eliya-Hatton, from May 7, 1928, until further orders.

Mr. R. H. D. MANDERS to act in the office of Office Assistant to the Government Agent, North-Western Province, and Deputy Fiscal for the District of Kurunegala, with effect from May 7, 1928, until further orders.

Mr. W. H. MOORE to the office of Office Assistant to the Government Agent, Province of Sabaragamuwa; Deputy Fiscal for the District of Ratnapura; Additional

Police Magistrate, Ratnapura; and Additional Assistant Superintendent of Police, Ratnapura District, with effect from May 7, 1928, until further orders.

Mr. S. A. MARIKAR to act as a Crown Counsel, during the employment of Mr. R. F. DIAS on other duty, from May 8 to 12, 1928, inclusive.

Mr. A. G. GOTTELIER to act, in addition to his other duties, as Inspector-General of Police from May 7, 1928, during the absence of Mr. H. L. DOWBIGGIN, or until further orders.

Mr. F. J. SALMON, Superintendent of Application Surveys, to act as Assistant Surveyor-General from May 9, 1928, during the absence of Mr. C. H. VINCE from the Island on leave.

Mr. B. G. MEADEN to act as Deputy Director of Irrigation from April 25, 1928, during the appointment of Mr. W. BROWN as Director of Irrigation, or until further orders.

Mr. W. D. GUNARATNA to be attached to the Kandy Kachcheri, with effect from May 7, 1928, until further orders.

Mr. B. L. DRIEBERG to act as District Judge, Avissawella, and Additional Commissioner of Requests and Police Magistrate, Avissawella, on May 9, 1928, during the absence of Mr. A. G. RANASINHE, or until the resumption of duties by that officer.

Hon. Mr. G. E. MADAWALA to act as District Judge, Kurunegala, and Additional Commissioner of Requests and Police Magistrate, Kurunegala, on May 7, 1928, during the absence of Mr. D. H. BALFOUR, or until the resumption of duties by that officer.

Mr. G. S. SURAWEERA to be Additional District Judge, Kegalla, on May 10, 1928.

Mr. R. F. DIAS to act as Commissioner of Requests, Colombo, and Additional Police Magistrate, Colombo, from May 8, 1928, until further orders.

Mr. M. H. JAYATILLEKE to act as Commissioner of Requests and Police Magistrate, Panadura, during the absence of Mr. S. P. WICKRAMASINHA, on May 7, 1928, or until the resumption of duties by that officer.

Mr. T. B. PANABOKKE to act as Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, during the absence of Mr. G. L. DAVIDSON, from May 12 to 14, 1928, inclusive, or until the resumption of duties by that officer.

Mr. C. L. WICKREMASINGHE to act as Commissioner of Requests and Police Magistrate, Galle, and Municipal Magistrate, Galle, during the absence of Mr. C. E. DE PINTO on May 3 and 4, 1928, or until the resumption of duties by that officer.

Mr. W. S. STRONG to act as Commissioner of Requests and Police Magistrate, Puttalam, and Additional District Judge, Puttalam, from May 3 to 6, 1928, inclusive, during the absence of Mr. N. MOONESINGHE, or until the resumption of duties by that officer.

Mr. E. B. WEERAKOON to act as Police Magistrate, Colombo, during the absence of Mr. H. P. KAUFMANN, on April 30, 1928, or until the resumption of duties by that officer.

Mr. H. C. COCKS to be, in addition to his other duties, Additional Police Magistrate, Colombo, with effect from May 1, 1928, until further orders.

Mr. K. KANAGASABAI to act as Additional Police Magistrate, Jaffna, on May 5, 1928, during the absence of Mr. M. A. ARULANANDAN.

Mr. D. W. KADRAMER to be Additional Police Magistrate, Batticaloa, from May 13 to 19, 1928, inclusive.

Mr. H. S. M. HOARE to be, in addition to his other duties, Additional Police Magistrate, Anuradhapura, with effect from May 11, 1928, until further orders.

Mr. H. A. S. HAMER, Accountant, Ceylon Savings Bank, to act as Secretary on the 2nd proximo, during the absence on leave of Mr. K. W. Y. ATUKORALA, or until further orders.

Mr. CHARLES H. TODD to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Dumbura, during the absence of Mr. E. S. WILSON from the Island.

Mr. R. S. HALL to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Gampola, in place of Mr. O. BALEAN, deceased.

Mr. E. G. GROVES, M.C., to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton, during the absence of Mr. G. O. TREVALDWYN from the Island.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

No. 195 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to approve the retirement of Lieutenant-Colonel JOSEPH WILLIAM MAXWELL JOHNSTONE, V.D., of the Command of the Ceylon Mounted Rifles and posted to the Reserve of the Unit, with effect from May 22, 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotion and appointment in the Ceylon Mounted Rifles, with effect from May 22, 1928:—

*To be Lieutenant-Colonel to Command the
Ceylon Mounted Rifles.*

Major JOHN ARTHUR MALLOCK BOND.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 7, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

No. 196 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. F. DUPUY provisionally as Acting Consul of Chile at Colombo, from May 1, 1928, until further orders.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 7, 1928.A. G. M. FLETCHER,
Colonial Secretary.

No. 197 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DON PETER ATAPATTU of Tangalla to be a Notary Public throughout the judicial division of Tangalla, and to practise as such in the English language.

By His Excellency's command,

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

APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. EDWIN EGLINGTON JUSTIN JOSEPH to act as Registrar of Lands, Batticaloa, for four days from April 18, 1928, during the absence of the Registrar, Mr. R. K. ARULAM PALAM, on leave.

Mr. WALTER DANIEL MIGEL PERERA to act as Additional Registrar of Lands, Kurunegala, for twenty-two days from April 30, 1928, during the absence of the Additional Registrar, Mr. D. P. E. HETTIARATCHI, on leave.

Mr. WIJEMUNI DUBLIUS DE ZOYSA to act as Registrar of Lands, Kurunegala, for twenty-one days from May 1, 1928, during the absence of the Registrar, Mr. E. DE S. GUNAWARDHANA, on leave.

Registrar-General's Office,
Colombo, April 26, 1928.C. COOMARASWAMY,
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, appointed EDMUND ARTHUR JAYASEKERA to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, for ten days from April 23, 1928, during the absence of the Registrar, PIYADASA DHARMASIRI RATNATUNGA, on other duty, with office at the Registrar-General's Office, Colombo.

The Additional Assistant Provincial Registrar, Colombo, has appointed CORNELIS DE COSTA to act as Registrar of Births and Deaths of Mampe division, and of Marriages (General) of Pallepattu of Salpiti korale division, in the Colombo District of the Western Province, on May 1, 1928, during the absence of the Registrar, LIYANAGE DON BARTHOLOMEUSZ WANIGASOORIYA, on leave. His office will be at Alubogahawatta in Tumbowila.

The Assistant Provincial Registrar, Colombo, has appointed Dr. GEORGE RADCLIFFE MUTTHUMANI to act as Registrar of Births and Deaths of Wellawatta division, in the Colombo District of the Western Province, for two days from May 5, 1928, during the absence of the Registrar, Dr. V. F. WIRASEKERA, on leave. His office will be at 65, Galle road, Bambalapitiya South.

The Additional Assistant Provincial Registrar, Kalutara, has appointed HELAMBA ARACHCHIGE DON UWANERIS KARUNARATNE to act as Registrar of Births and Deaths of Matugama division, and of Marriages (General) of Iddagoda pattu division, in the Kalutara District of the Western Province, on April 27, 1928, during the absence of the Registrar, MAHAWATTAGE DON PUNCHI SINNO ABERARATNE, on leave. His office will be at Katupiliyagodakurunduwatta in Matugama.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON JOHANIS JAYANETTI to act as Registrar of Births and Deaths of Welipenna division, and of Marriages (General) of Walallawiti pattu division, in the Kalutara District of the Western Province, for two days from April 29, 1928, vice Registrar, DON MARTHENIS JAYANETTI, retired. His office will be at Muttottuwatta in Lewanduwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON DAVID KARUNATILLEKE to act as Registrar of Births and Deaths of Bellapitiya division, and of Marriages (General) of Munwattabage pattu division, in the Kalutara District of the Western Province, for two days from April 29, 1928, vice Registrar, DON PULLERIS KARUNATILLEKE, retired. His office will be at Kottunnewatta in Dombagoda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON SIMON KOTALAWALA to act as Registrar of Births and Deaths of Dodangoda division, and of Marriages (General) of Iddagoda pattu division, in the Kalutara District of the Western Province, for thirty days from May 1, 1928, vice the Registrar, UDAWATTAKANKANANGE DON SIADORIS, retired. His office will be at Munamalgalahawatta in Dodangoda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed HIDDADURA DON PAUL ZOYSA GUNASEKERE to act as Registrar of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, for two days from May 1, 1928, during the absence of the Registrar, GEORGE JOSEPH PERERA, on other duty. His office will be at the Kachcheri, Kalutara.

The Additional Assistant Provincial Registrar, Kandy, has appointed WATUPOLA KANDURE BANDARALAGE DORANEGAMA HEEN BANDA SENEVIRATNA to act as Registrar of Births and Deaths and of Marriages (General) of Harispattu No. 1 Division, in the Kandy District of the Central Province, for two days from May 2, 1928, during the absence of the Registrar, TIKIRI BANDA SENEVIRATNA, on leave. His office will be at Alutwalawwa in Doranegama.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MAYAKADUWEGE CORNELIS APPUHAMY to act as Registrar of Births and Deaths of Medapone korale division, and of Marriages (General) of Kotmale division, in the Nuwara Eliya District of the Central Province, for six days from May 21, 1928, during the absence of the Registrar, WARAHENE LIYANAGE SUGATADASA DE ALWIS GUNATILAKA, on leave. His office will be at Hedunawa in Kalapitiya.

The Additional Assistant Provincial Registrar, Matale, has appointed WIKRAMASINHA NAVARATNE ABAYAKON PANDITA WAHALA MUDIYANSELAGE SENEVIRATNE BANDARA HAPUGODA to act as Registrar of Births and Deaths of Gampahasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for three days from May 2, 1928, during the absence

of the Registrar, HAKMANA DASANAYAKA WASALA BANDARA AMUNUGAMA WIJAYARATNA RAJANAYAKA WALAWWE MUTU BANDA DORAKUMBURA, on leave. His office will be at Dissawewalawwewatta in Dorakumbura; station: Thalagedarawatta in Talagasyaya.

The Additional Assistant Provincial Registrar, Galle, has appointed NIKULAS JAYAWARDENA to act as Registrar of Births and Deaths of Kottawa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for thirty days from May 1, 1928, *vice* WITANAWASAN JEBBIS DE SILVA, suspended. His office will be at Talagahawatta in Tellambure.

The Additional Assistant Provincial Registrar, Galle, has appointed DON ARNOLIS DE SILVA JAYAWICKRAMA to act as Registrar of Births and Deaths of Walawe division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on May 2, 1928, during the absence of the Registrar, BARON DE SILVA JAYAWICKRAMA, on leave. His office will be at Kalatiyagodawatta in Polpogoda.

The Assistant Provincial Registrar, Matara, has appointed HEWAWALGAMAGE JOHANIS JINADASA SAMARAWICKRAMA to act as Registrar of Births and Deaths of Denepitiya division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for two days from May 1, 1928, during the absence of the Registrar, ABRAHAM OBEYSEKARA WEERASINGHE, on leave. His office will be at Naigewatta in Denepitiya.

The Assistant Provincial Registrar, Matara, has appointed DON CHARLES KUMASABU to act as Registrar of Births and Deaths of Ranchagoda division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for eight days from May 3, 1928, during the absence of the Registrar, DON NICHOLAS KUMASABU, on leave. His offices will be at Hikkotawatta in Ranchagoda and Mahagedarawatta in Horapawita.

The Assistant Provincial Registrar, Matara, has appointed DON HENDRICK ABEYSIRIWARDHENA to act as Registrar of Births and Deaths of Kirinda division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for five days from May 7, 1928, during the absence of the Registrar, CUMARADASA ABEYSIRIWARDHENA, on leave. His office will be at Giruwamullegodegedarawatta in Puhulwella.

The Additional Assistant Provincial Registrar, Hambantota, has appointed SRISENA SAMARAKON SINGAPPULI to act as Registrar of Births and Deaths of Kahawatta Upper Division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from April 30, 1928, during the absence of the Registrar, JOHANNES ABRAHAM SINGAPPULI, on leave. His office will be at Angahawatta in Mahahilla; Additional office at Galhiressewatta in Waharaggoda.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON DAVITH WICKRAMASEKERA RAJAPAKSA to act as Registrar of Births and Deaths of Tangalla outside the town division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, on April 30, 1928, during the absence of the Registrar, WICKRAMA ARACHCHIGE CHARLIS, on leave. His office will be at Parewatta in Polonnaruwa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS NIKULAS RAJAPAKSA to act as Registrar of Births and Deaths of Marakada Upper Division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for fourteen days from May 1, 1928, during the absence of the Registrar, DON DIONIS RAJAPAKSA, on leave. His office will be at Godawanewatta in Budliya-ama.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ABUKATTI PATARENDIGE MENDIAS to act as Registrar of Births and Deaths of Moderagam palata division, and of Marriages (General) of East Giruwa pattu

division, in the Hambantota District of the Southern Province, for one day on May 1, 1928, during the absence of the Registrar, DON JAKORIS EDIRIWICKRAMASURIYA, on leave. His office will be at Siyambalagahawatta in Tawaluwila.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON CHARLIS RATNAYAKE MANAMPERI to act as Registrar of Births and Deaths of Hambantota, outside the town division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for fourteen days from May 5, 1928, during the absence of the Registrar, DON CORNELIAS DIAS WIJESIRIWARDANA, on sick leave. His office will be at Punchiwatta in Gonnoruwa; additional office at Kohombagahawatta in Koholankala.

The Assistant Provincial Registrar, Hambantota, has appointed DON TEGRIS EDIRISINA JAYASURIYA to act as Registrar of Births and Deaths of Meda Walakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for thirty days from May 8, 1928, *vice* Registrar, DON DIONIS MUTUMALA JAYASURIYA, suspended. His office will be at Dineshamilokulamayapadinchiwahitiyawatta at Pallemalala.

The Assistant Provincial Registrar, Mullaitivu, has appointed KATHIRAVELU NARAYUNASINKAM to act as Registrar of Births and Deaths of Chimachcheddikkulam east division, and of Marriages (General) of Vavuniya South division, in the Mullaitivu District of the Northern Province, for three days from May 7, 1928, during the absence of the Registrar, KATHIRAVELU PONNIAH, on leave. His office will be at Udaiyavalavu, Periyapuliyalankulam.

The Provincial Registrar, Kurunegala, has appointed MUDIANSSELAGE DINGIRI BANDA to act as Registrar of Births and Deaths of Udukaha korale south division, and of Marriages (General) of Dambadeni hatpattu division, in the Kurunegala District of the North-Western Province, for two days from May 1, 1928, during the absence of the Registrar, PUNCHI BANDA TILLEKARATNE, on leave. His office will be at Boyawalana.

The Assistant Provincial Registrar, Puttalam and Chilaw, has appointed KALUGAMAGE FRANCIS SALIS FERNANDO of Wennappuwa to act as Registrar of Births and Deaths of Kammal pattu division, and of Marriages (General) of Pitigal korale south division, in the Chilaw District of the North-Western Province, for nine days from May 7, 1928, during the absence of the Registrar, KALUGAMAGE JOHN FERNANDO, on leave. His office will be at Wennappuwa.

The Assistant Provincial Registrar, Badulla, has appointed WIJESSEKERA BANDA RATNAYAKE to act as Registrar of Births and Deaths of Dambawini South division, and of Marriages (General) of Udukinda division, in the Badulla District of the Province of Uva, for thirty days from May 7, 1928, during the absence of the Registrar, RATNAYAKAMUDIYANSELAGE PUNCHIBANDA RATNAYAKE, on leave. His office will be at Wijekonwatta, Ratkarawwa.

The Provincial Registrar, Ratnapura, has appointed ALBER T SILVA SUBASINGHA APPUHAMY to act as Registrar of Births and Deaths of Palle pattu division, and of Marriages (General) of Kukulu korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirteen days from April 23, 1928, during the absence of the Registrar, DON CHARLES RANASINGHA, on leave. His office will be at Polkotuwewatta in Galature.

The Provincial Registrar, Ratnapura, has appointed MATTONDAGE APPUHAMY to act as Registrar of Births and Deaths of Nivitigala division, and of Marriages (General) of Nawadun korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three days from April 30, 1928, during the absence of the Registrar, HIDURUPITIYE KAPUGE APPUHAMY, on leave. His office will be at Hidurupitiyewatta in Nivitigala.

Registrar-General's Office,
Colombo, May 8, 1928.

C. COOMARASWAMY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

Y 1/28

It is hereby notified that an examination under the regulations of January 11, 1924, for gentlemen in the Civil Service will be held in the Council Chamber on Monday, July 16, 1928, at 10 A.M., and following days, namely:—

Monday, July 16 .. Sinhalese	Thursday, July 19 .. Law, Accounts, and Riding
Tuesday, July 17 .. Law	Friday, July 20 .. Tamil
Wednesday, July 18 .. Law	Saturday, July 21 .. Tamil

The examination for officers in the Police Department and the Forest Department, and the *visá voce* examination in the vernaculars for officers in the Public Works Department, the Survey Department, the Telegraph Department, the Agricultural Department, the Irrigation Department, the Railway Department, and the Harbour Engineer's Department will be held at the same time and place.

Candidates are required to send in their names so as to reach this office not later than June 25, 1928.

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

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

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

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

"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 May 1, 1928, at 60 per cent. of the monthly standard production.

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

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

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

K 306/28

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.

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

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

SCHEDULE REFERRED TO.

Lot 31 in final village plan No. 1,645.

Name of land : Minipittaniya.

Situation : Metiwalagama in Baladora korale of Dewamedhi hatpattu of the District of Kurunegala, North-Western Province.

Boundaries : North by lots 30 and 25 in final village plan No. 1,645 ; and on all other sides by lot 25 in final village plan No. 1,645.

Extent : 1 rood and 2 perches.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

K 307/28

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

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

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

SCHEDULE REFERRED TO.

Lot 2 in preliminary plan No. 3,692.

Name of land : Balahenewatta.

Situation : Wendala village in Megodapota pattuwa of Dehigampal korale in Three Korales, in the District of Kegalla, Province of Sabaragamuwa.

Boundaries : North by T. P. 99,935 ; east by Dummalagahahenewatta (coconut garden and tea) claimed by H. Cornelis Appu and Balahenewatta claimed by K. Mohotti Appu (lot 18 in preliminary plan No. 1) ; south and west by lot 1 in preliminary plan No. 3,692.

Extent : 3 roods and 22 perches.

APPLICATIONS on form General 187 (F 2) from officers in the Special Class and Class I. of the Clerical Service for transfer to the post of Chief Clerk, Jaffna Kachcheri, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before May 21, 1928.

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

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

"THE REGISTRARS' PROCEEDINGS VALIDATION ORDINANCE, No. 3 OF 1912."

Z 86/28

An Order-in-Council for the purpose of giving Validity to the Registration of a Kandyan Marriage in the Ratnapura District of the Province of Sabaragamuwa.

WHEREAS the registration specified in the first column of the schedule hereto subjoined relative to a certain Kandyan marriage in the Ratnapura District is invalidated by reason of the mistake set forth in the second column of 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 powers 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 of marriage be as valid and effectual for all purposes as if the said informality or mistake had not occurred.

Colonial Secretary's Office,
Colombo, May 2, 1928.

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

SCHEDULE REFERRED TO.

I.

Kandyan marriage entry No. 1,303 of September 10, 1925, of Kuruwiti korale division of the Ratnapura District.

II.

Mr. W. G. Samarasinghe who made the entry and who was acting for the permanent Registrar, Mr. P. Punchimahatmaya, had not been appointed to act on September 10, 1925.

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

X 74/28

Excise Notification No. 172.

IT is hereby notified for general information that the Excise Commissioner, under the provisions of section 49 (1) (b) of "The Excise Ordinance, No. 8 of 1912," has authorized all Assistant Commissioners of Excise, Superintendents of Excise, and Assistant Superintendents of Excise to make complaints or reports to Magistrates of offences punishable under section 46 of the said Ordinance.

Colonial Secretary's Office,
Colombo, May 8, 1928.

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

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

X 239/27

Excise Notification No. 173.

IT is hereby notified for general information that His Excellency the Governor has, under the provisions of section 24 of "The Excise Ordinance, No. 8 of 1912," been pleased to direct that the paragraphs numbered (4) and (11) under the heading "General Description of the Licences" in Excise Notification No. 76, published in the *Ceylon Government Gazette* No. 6,953 of June 28, 1918, shall be cancelled, and that the following paragraphs be respectively substituted therefor :—

(4) Retail Licence (for the sale of foreign liquor, including locally-made beer, not to be consumed on the premises).

This licence may be issued on payment of an annual fee determined by the Government Agent on a basis of gallonage or business done. The minimum fee for this licence shall be Rs. 100. The opening hour shall be the same as, and the closing hour shall be not later than, the corresponding hours fixed for foreign liquor taverns in the same towns or areas.

(11) Refreshment Room or Restaurant Licence (issued only to respectable applicants to cover the sale of foreign liquor, including locally-made beer, when combined with the sale of meals).

This licence may be issued on a fee assessed by the Government Agent on a basis of gallonage or business done according to locality, provided that the fee shall in no case be less than Rs. 200. No liquor shall be sold to any person except for cash, and unless such person orders and pays for a meal costing at least 30 cents, in addition to the liquor supplied. The opening hour shall be 8 A.M., and the closing hour shall be fixed from time to time by the Government Agent and his Advisory Committee, and shall not be later than 10 P.M. No liquor shall be consumed on the premises after the closing hour.

Colonial Secretary's Office,
Colombo, May 8, 1928.

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

Y 1/28

It is hereby notified that the under-mentioned gentlemen have passed the examination prescribed under the regulations dated January 11, 1924, held on April 23, 1928, and following days :—

Second Examination.

	Law Per Cent.	Accounts Per Cent.	Sinhalese Per Cent.	Tamil Per Cent.
Mr. F. Leach ..	59	88	51	54
Mr. S. F. Amerasinghe ..	50	76	75	55

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

G 75/28

It is hereby notified that the under-mentioned officers in Class III. of the Clerical Service have been promoted to Class II. of the Clerical Service, with effect from April 1, 1928 :—

Mr. D. B. Ranasinghe, Clerk, Medical Department.
 Mr. H. D. S. Welikala, Clerk, Kegalla Kachcheri.
 Mr. D. S. Jayawardene, Clerk, Police Court, Balapitiya.
 Mr. N. Seenitambay, Clerk, Public Works Department.
 Mr. A. Vijayaratnam, Clerk, Police Department.
 Mr. J. T. Semon, Clerk, Kalutara Kachcheri.
 Mr. B. S. Perera, Clerk, Police Department.
 Mr. G. L. Ranasinghe, Clerk, Anuradhapura Kachcheri.
 Mr. A. F. P. Ranasinghe, Clerk, Excise Department.
 Mr. K. Kanagasabai, Clerk, Excise Department.
 Mr. V. Sivaguru, Clerk, Police Court, Chavakachcheri.
 Mr. R. H. Fernando, Clerk, Puttalam Kachcheri.
 Mr. W. Talgodapitiya, Clerk, Kurunegala Kachcheri.
 Mr. P. Coomaraswamy, Clerk, Jaffna Kachcheri.
 Mr. K. D. J. G. Perera, Clerk, Settlement Office.
 Mr. Y. Asirvatham, Clerk, Board of Immigration and Quarantine.
 Mr. M. W. Vidurupola, Clerk, District Court, Nuwara Eliya.
 Mr. K. P. Fernando, Clerk, Education Department.
 Mr. S. Mylopillay, Clerk, Irrigation Department.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

Notification under Land Sale Regulations 59 and 60.

L 320/26

NOTICE is hereby given in terms of sections 59 and 60 of the Land Sale Regulations that an application has been received from the Galle Face Land and Building Co., Ltd., and the Ceylon Ice and Cold Storage Co., Ltd., for sale to them, without competition, of the two allotments of land described below and situated in Kollupitiya within the Municipal limits of Colombo, in the Colombo District, Western Province, and shown as lots 1 and 2 in preliminary plan No. 19,177.

The land is required by the applicants for the extension of their premises; and as they are the owners of the lands adjoining these two lots, it is proposed to sell them to the applicants, without competition, at the price mentioned below, unless valid reasons to the contrary are adduced in writing to the undersigned within six weeks from the date hereof.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

DESCRIPTION.

Lot.	Extent.		Price. Rs. c.	Name of Applicant.
	A.	R. P.		
1 ..	0	0 7·25	3,398 44	The Galle Face Land and Building Co., Ltd.
2 ..	0	0 23·86	18,640 63	The Ceylon Ice and Cold Storage Co., Ltd.

"THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897."

B 3/28

IT is hereby notified that His Excellency the Governor, in exercise of the powers vested in him by section 4 of "The Quarantine and Prevention of Diseases Ordinance, 1897," and with the advice of the Executive Council, has been pleased to amend regulation 16 of the regulations published in the supplement to the *Ceylon Government Gazette* No. 7,481 dated August 28, 1925, in the manner set out in the schedule hereto annexed.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE.

Regulation 16 is amended (1) by the addition of the following immediately after the words "prescribed period" in clause (b) thereof: "at such place or places as the proper authority shall direct."

(2) By the addition of the following immediately after the word "surveillance" in clause (d) thereof: "Such guarantee may, at the discretion of the proper authority consist either of a personal guarantee or of a written guarantee, signed by a third party, that such third party will be liable in the amount of the security tendered, or some such lesser amount as the Chairman, Board of Immigration and Quarantine may direct (1) for any default of the person, so guaranteed, in the observance of the conditions attached to the permit which may be issued to him.

(2) For any misuse of the permit issued under the guarantee due to its loss, or transfer by the person guaranteed and its subsequent presentation by some person who wrongly represents himself to be the person guaranteed."

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

X 91/27

Excise Notification No. 174.

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

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

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

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

RULES REFERRED TO.

1. The unofficial members elected in terms of rule 3 of the rules appearing in Excise Notification No. 85 of February 12, 1919, published in the *Government Gazette* No. 6,995 of February 14, 1919, the period of whose appointments was determined by His Excellency the Governor by Notification dated November 17, 1924, published in the *Government Gazette* No. 7,431, dated November 21, 1924, and subsequently extended by Excise Notification No. 171 of January 10, 1928, published in the *Government Gazette* No. 7,624 of January 13, 1928, shall continue in office from April 1, 1928, to September 30, 1928, anything to the contrary in the said rules notwithstanding.

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

Comparative Monthly Return of Revenue from October, 1924, to December, 1927.

	1924-25.	1925-26.	1926-27.	1927-28.
	Rs.	Rs.	Rs.	Rs.
October	9,022,025	9,776,699	10,388,964	11,259,848
November	7,895,979	9,070,282	9,972,165	10,310,627
December	7,792,815	8,435,827	8,856,657	9,275,821
January	12,189,391	12,032,299	13,195,102	
February	8,594,667	9,827,860	9,969,815	
March	8,777,107	10,518,787	11,824,476	
April	9,536,177	10,236,123	10,658,067	
May	8,800,293	10,265,709	9,982,159	
June	9,830,257	9,726,774	10,836,555	
July	9,129,174	11,150,635	10,165,772	
August	9,497,003	9,662,180	10,508,351	
September	14,474,781	13,812,980	13,000,833	
Total	115,539,669	124,516,155	129,358,916	

General Treasury,
Colombo, April 17, 1928.

W. W. WOODS,
Colonial Treasurer.

2.—COMPARATIVE STATEMENT OF THE ESTIMATED AND ACTUAL REVENUE AND EXPENDITURE OF THE COLONY OF CEYLON FOR THE QUARTER ENDED DECEMBER 31, 1927.

REVENUE:

	Estimated (as per printed Estimates).		Actual.		Surplus.		Shortfall.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Customs	12,000,000	0	13,032,484	1	1,032,484	1	—	—
2. Port, Harbour, Wharf, Warehouse, and other dues	1,375,000	0	1,433,350	67	58,350	67	—	—
3. Licences, Excise, and Internal Revenue not otherwise classified	5,250,000	0	4,828,126	71	—	—	421,873	29
4. Fees of Court or Office, Payment for Specific Services, and Reimbursements in Aid	963,750	0	1,122,860	94	159,110	94	—	—
5. Post and Telegraph	2,025,000	0	1,867,673	25	—	—	157,326	75
6. Government Railway	7,450,000	0	6,424,460	86	—	—	1,025,539	14
7. Electric Light and Power	250,000	0	14,767	80	—	—	235,232	20
8. Interest	1,100,000	0	867,423	59	—	—	232,576	41
9. Miscellaneous Receipts	837,500	0	348,859	11	—	—	488,640	89
10. Land Revenue	412,500	0	516,525	57	104,025	57	—	—
Total, exclusive of Land Sales	31,663,750	0	30,456,532	51	1,353,971	19	2,561,188	68
11. Land Sales	250,000	0	389,762	86	139,762	86	—	—
Grand Total	31,913,750	0	30,846,295	37	1,493,734	5	2,561,188	68
					Deduct Surplus		1,493,734	5
					Net Shortfall		1,067,454	63

EXPENDITURE.

	Estimated (as per printed Estimates).		Actual.		Over-Expenditure.		Under-expenditure.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Personal Emoluments	12,503,333	0	11,553,617	41	—	—	949,715	59
2. Other Charges	9,488,414	0	6,901,398	47	—	—	2,587,015	53
3. Railway Works Extraordinary	2,613,806	0	639,555	1	—	—	1,974,250	—
4. Irrigation Works Annually Recurrent	74,450	0	63,708	15	—	—	10,741	85
5. Irrigation Works Extraordinary	253,746	0	49,409	53	—	—	204,336	47
6. Public Works Annually Recurrent	2,357,533	0	1,450,192	4	—	—	907,340	96
7. Public Works Extraordinary	3,631,242	0	1,591,675	16	—	—	2,039,566	84
8. Electrical Undertakings Annually Recurrent	224,062	0	57,752	60	—	—	166,309	40
9. Electrical Undertakings Extraordinary	1,979,305	0	1,973,357	62	—	—	5,947	38
10. Military Expenditure	563,829	0	402,075	85	—	—	161,753	15
11. Public Debt	3,107,613	0	1,765,319	93	—	—	1,342,293	7
12. Pensions	1,430,125	0	2,115,848	70	685,723	70	—	—
13. Exchange	25	0	—	—	—	—	25	0
14. Miscellaneous Services	1,053,090	0	955,642	51	—	—	97,447	49
Grand Total	39,280,573	0	29,519,552	98	685,723	70	10,416,743	72
					Deduct over-expenditure		685,723	70
					Net under-expenditure		9,761,020	2

3.—COMPARATIVE STATEMENT OF THE ACTUAL REVENUE AND EXPENDITURE OF
THE COLONY OF CEYLON FOR THE QUARTERS ENDED
DECEMBER 31, 1926 AND 1927.

REVENUE.

	Quarter ended December 31, 1926.		Quarter ended December 31, 1927.		Increase.		Decrease	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Customs	12,303,438	9	13,032,484	1	729,045	92	—	—
2. Port, Harbour, Wharf, Warehouse, and other dues	1,255,472	40	1,433,350	67	177,878	27	—	—
3. Licences, Excise, and Internal Revenue not otherwise classified	4,848,743	1	4,828,126	71	—	—	20,616	30
4. Fees of Court or Office, Payment for Specific Services, and Reimbursements in Aid	823,412	30	1,122,860	94	299,448	64	—	—
5. Post and Telegraph	1,888,397	0	1,867,673	25	—	—	20,723	75
6. Government Railway	6,042,573	67	6,424,460	86	381,887	19	—	—
7. Electric Light and Power	—	—	14,767	80	14,767	80	—	—
8. Interest	777,757	47	867,423	59	89,666	12	—	—
9. Miscellaneous Receipts	353,370	40	348,859	11	—	—	4,511	29
10. Land Revenue	401,808	43	516,525	57	114,717	14	—	—
Total, exclusive of Land Sales	28,694,972	77	30,456,532	51	1,807,411	8	45,851	34
11. Land Sales	522,812	73	339,762	86	—	—	133,049	87
Grand Total	29,217,785	50	30,846,295	37	1,807,411	8	178,901	21
Deduct Decrease					178,901		21	
Net Increase					1,628,509		87	

EXPENDITURE.

	Quarter ended December 31, 1926.		Quarter ended December 31, 1927.		Increase.		Decrease.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Personal Emoluments	10,535,528	56	11,553,617	41	1,018,088	85	—	—
2. Other Charges	5,596,230	2	6,901,398	47	1,305,168	45	—	—
3. Railway Works Extraordinary	260,200	53	639,555	1	379,354	48	—	—
4. Irrigation Works Annually Recurrent	58,838	43	63,708	15	4,869	72	—	—
5. Irrigation Works Extraordinary	87,826	28	49,409	53	—	—	38,416	75
6. Public Works Annually Recurrent	1,433,677	60	1,450,192	4	16,514	44	—	—
7. Public Works Extraordinary	1,176,226	52	1,591,875	16	415,448	64	—	—
8. Electrical Undertakings Annually Re current	—	—	57,752	60	57,752	60	—	—
9. Electrical Undertakings Extraordinary	—	—	1,973,357	62	1,973,357	62	—	—
10. Military Expenditure	395,025	77	402,075	85	7,050	8	—	—
11. Public Debt	1,765,297	7	1,765,319	93	22	86	—	—
12. Pensions	1,978,178	39	2,115,848	70	137,670	31	—	—
13. Exchange	—	—	—	—	—	—	—	—
14. Miscellaneous Services	2,634,685	65	955,642	51	—	—	1,679,043	14
Total Expenditure chargeable to Revenue	25,921,714	82	29,519,552	98	5,315,298	5	1,717,459	89
15. Expenditure chargeable to Revenue pending raising of Loan Funds	521,456	96	—	—	—	—	521,456	96
Grand Total	26,443,171	78	29,519,552	98	5,315,298	5	2,238,916	85
Deduct Decrease					2,238,916		85	
Net Increase					3,076,331		20	

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for loading and unloading goods at the Wharf Railway Yard for the period from October 1, 1928, to September 30, 1929.

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 be either 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 Loading and Unloading Goods at the Wharf Railway Yard" 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, July 3, 1928.

5. The tenders are to be made upon forms which will be supplied upon application at the Harbour Engineer's Office, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 25 will be required to be made either at the Treasury, or the Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Harbour Engineer, 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. Two sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of security required will be Rs. 250. All other necessary information can be ascertained upon application at the Harbour Engineer's Office.

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

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

11. Fines will be inflicted for delays in complying with orders in connection with the contract.

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

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

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

15. 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 Harbour Engineer, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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 Government contracts with departments other than Colombo Port Commission, the name of such department and the district in which the service was rendered should be stated.

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

18. The contract may be terminated at any time by the Harbour Engineer giving the contractor one month's notice thereof in writing.

HERBERT K. HILLYER,

for Chairman, Colombo Port Commission.

Colombo, May 1, 1928.

TENDERS are hereby invited for the following service for the Harbour Engineer's Department of the Colombo Port Commission for one year from October 1, 1928.

Supplying carts and bulls for scavenging and for the removal of rubbish from Port Commission premises, and bulls and driver for working the patent brush roller and for any other departmental purpose at Kolomawa and Colombo, and for the right to remove the bullock droppings collected in the premises.

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

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

4. Tenders should be marked "Tender for supplying Carts and Bulls for Scavenging Port Commission Premises" 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, July 3, 1928.

5. The tenders are to be made upon forms which will be supplied upon application at the Harbour Engineer's Office, and no tender will be considered, unless it is on the recognized form.

6. A deposit of Rs. 25 will be required to be made at either the Treasury or the Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Harbour Engineer 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. Two sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of security required will be Rs. 1,000. All other necessary information can be ascertained upon application at the Harbour Engineer's Office.

9. All alterations and erasures should bear the initials of the tenderer.

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

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

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

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

14. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors,

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

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

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

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

17. The contract may be terminated at any time by the Harbour Engineer giving the contractor one month's notice thereof in writing.

HERBERT K. HILLYER,
for Chairman, Colombo Port Commission.

Office of the Colombo Port Commission,
Colombo, May 2, 1928.

TENDERS are hereby invited for the services named in the schedule hereunder for the period of one or two or three years commencing from October 1, 1928.

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

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

4. Tenders should be marked "Tender for Diets, — Hospital" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 19, 1928.

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

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

7. If required, samples must be deposited.

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

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

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

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

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

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

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

J. F. E. BRIDGER,
Director of Medical and Sanitary Services.

Colombo, May 7, 1928.

SCHEDULE REFERRED TO.

Service.	Tender.	
	Deposit	Security
	Rs.	Rs.
Supply of cooked provisions with milk to the following institutions:—		
Balapitiya Hospital	150	300
Elpitiya Hospital	200	400
Deniyaya Hospital	400	800
Hambantota Hospital	100	200
Matara Hospital	250	500
Tangalla Hospital	100	200
Tissamaharama Hospital	200	400
Udugama Hospital	400	800
Supply of uncooked provisions without milk to:—		
Galle Civil Hospital, including Bathfield House Hospital Galle House of Observation Galle Infectious Diseases Hospital	500	1,000

TENDERS are hereby invited for the contract for the conveyance of mails from October 1, 1928, once daily each way for a period of three years, between Haputale, Haldummulla, Koslanda, Wellawaya, and Moneragala Post Offices and intermediate offices.

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

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

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

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

5. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, or be sent to him through the post.

6. Tenders should be marked "Tender for the Conveyance of Mails between Haputale and Moneragala" 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, June 12, 1928.

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

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

9. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury or a Kachcheri, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Postmaster-General or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

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

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

12. Further particulars regarding the terms of the contract will be found in the contract form, Post Office N 10, a copy of which will be sent when forwarding tender forms. Further information about the terms of the contract and any other information can be obtained on application to the Postmaster-General.

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

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

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

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

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

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

General Post Office,
Colombo, May 7, 1928.

M. S. SRESHTA,
Postmaster-General.

3. Tenders should be deposited in the tender box in the Office of the General Manager of the Railway, or be sent through the post.

4. Tenders should be marked "Tender for Selling Liquors, &c., at Ratnapura or Kahawatta Railway Stations," as the case may be, in the left hand corner of the envelope, and should reach the Office of the General Manager of the Railway not later than midday on Tuesday, May 29, 1928.

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

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

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

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

9. The General Manager reserves the right to grant, if and when necessary, permission for the free feeding of pilgrims in station premises, and the contractor shall not be entitled to any compensation whatsoever in the event of such permission being granted.

10. The sale of liquor to take place only at a train time, and then only to *bona fide* 1st and 2nd class passengers travelling by train, in a manner satisfactory to the General Manager or Officers of the Railway.

11. The prices charged for liquors and waters are to be moderate, and to the satisfaction of the General Manager.

12. The successful tenderer will be called upon to take out a liquor licence, in respect of which a small fee will be charged. The number of salesmen or other servants admitted to the Railway premises will be limited to six.

13. Tenderers are required to state the amount of rental they are prepared to pay in advance per month for the aforesaid privilege at each of the stations on tender.

14. That should the contractor require the use of a hut for the purpose of this contract, the General Manager shall decide in the first place whether the same shall be allowed, and, if so, whether such hut shall be provided by the General Manager or by the contractor. If provided by the General Manager, the contractor shall pay an extra monthly rental of Rs. 10 for use of the same. If provided by the contractor, details of design, materials, &c., shall in the first instance be submitted by him to the General Manager for approval, prior to construction. The site for any such hut shall be selected by the General Manager, and sales therefrom shall only be permitted on the platform to passengers by train and not on the station frontage. On termination of this contract, the hut, if provided by the General Manager, shall be delivered over to the General Manager in all respects in as good condition as when handed to the contractor, ordinary fair wear and tear being allowed for. If the hut has been provided by the contractor it shall forthwith be removed, and the site made good to the satisfaction of the General Manager at the contractor's expense. In the event of the contractor failing to carry out these terms the work will be done by the General Manager, and the cost deducted from the contractor's security.

15. The Government reserves to itself the right to cancel the contract on one month's notice, if same is not conducted in accordance with the conditions and to complete satisfaction of the General Manager.

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

TENDERS are hereby invited for the privilege of selling liquors and aerated waters to 1st and 2nd class passengers, and also refreshments, &c., to 3rd class passengers, on the platforms at Ratnapura and Kahawatta Railway Stations from October 1, 1928, to September 30, 1929, from persons willing to tender for the same.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the General Manager of the Railway, Colombo.

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

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

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

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

21. Contracts may not be assigned or sublet without the authority of the General Manager.

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

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

General Manager's Office,
Colombo, May 7, 1928.

T. E. DUTTON,
General Manager.

TENDERS are hereby invited for the privilege of selling refreshments (exclusive of intoxicating liquors) on the platforms to 3rd class passengers at Galle, Alutgama, Maho, Kekirawa, Gal-o-ya, Polonnaruwa, Valachchenai, Batticaloa, Galgamuwa, Madawachchi, Wattergama, Talawakele, Ohiya, Haputale, and Badulla, from October 1, 1928, to September 30, 1929, from persons willing to tender for the same.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the General Manager of the Railway, Colombo.

3. Tenders should either be deposited in the tender box in the Office of the General Manager of the Railway, or be sent through the post.

4. Tenders should be marked "Tender for the Privilege of Selling Refreshments on the Platform to 3rd Class Passengers at _____" in the left hand corner of the envelope, and should reach the Office of the General Manager of the Railway not later than midday on Tuesday, May 29, 1928.

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

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

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

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

9. Sales will not be allowed for any train provided with sleeping accommodation, arriving and leaving the stations between the hours of 9 P.M. and 6 A.M.

10. The General Manager reserves the right to grant, if and when necessary, permission for the free feeding of pilgrims in station premises, and the contractor shall not be

entitled to any compensation whatsoever in the event of such permission being granted.

11. Only four salesmen will be allowed on the platform in attendance on any one train.

12. The contract is on no account to be assigned or sublet without the authority of the General Manager.

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

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

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

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

17. Tenderers are required to state the amount of rental they are prepared to pay in advance per month or the aforesaid privilege at each of the stations on tender.

18. No structure or stall of any kind will be allowed on the platform or station premises. At present, huts or rooms are available at Madawachchi and Badulla, and the successful tenderers must pay Rs. 10 per month extra, as rent for each of them.

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

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

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

General Manager's Office,
Colombo, May 7, 1928.

T. E. DUTTON,
General Manager.

SCHEDULE of rates are hereby invited for proposed cycle shed and motor garages, University College, Colombo.

2. The whole of the work to be undertaken (a) on agreements to be entered into monthly by the District Engineer, Buildings, Colombo, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Construction Engineer, Public Works Department, Colombo, or (b) a measured lump sum contract may be entered into (type articles of agreement can be inspected with the plans, &c.)

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

4. Schedule of rates must be submitted on form to be obtained from the Office of the District Engineer, Buildings, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed "on the outside "Schedule of Rates for Proposed Cycle Shed and Motor Garages, University College, Colombo," so as to reach the offices of the foregoing officers on or before 12 noon on Monday, May 21, 1928.

5. All alterations made in the quotations should bear the initials of the tenderer.

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

and to cover the cost thereof as indicated in the Government Store Price List plus 25 per cent., and also Custom duty, transport, and packing charges, &c. In the case of timber supplied through the Forest Department, royalty and freight will similarly be charged.

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 other person to whom the Construction Engineer, Public Works Department, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

Public Works Office, E. W. BARTHOLOMEW,
Colombo, May 2, 1928. for Director of Public Works.

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1928, to September 30, 1929, for the following districts:—

Colombo District.

To be delivered within the district—

Firewood of approved timber in lengths not more than 18 in. and in diameter not more than 6 in. per cubic yard.
Firewood do. do. per cwt.
Lunumidella ceiling boards, $\frac{1}{2}$ in., per 100 square feet.
Cadjans not less than 6 ft. in length, per 1,000.
Lime, slaked, per bushel.
Lime, boiled, per bushel.
Bricks, local, 9 in. by $4\frac{1}{2}$ in. by $2\frac{1}{2}$ in., per 1,000.
Bamboos not less than 30 ft., each.
Baskets, rattan, cup-shaped, per 1,000.
Cabook, 16 in. by 8 in. by 6 in., per 1,000.
Canes not less than 10 ft., each.
Coir string per cwt.
Coconut rafters, per lineal feet.
Coconut logs, each.
Fence posts, not less than 7 ft. and 6 in. in circumference, per each.
Half round tiles, per 1,000.
Jak planks 1 in., per square foot.
Jak planks 2 in., per square foot.
Jak reepers 2 in. by 1 in., per 1,000 lineal feet.
Jungle posts 20 ft. by 6 in., each.
Jungle posts 12 ft. by 6 in., each.
Jungle posts 10 ft. by 6 in., each.
Mangus not less than 20 ft., each.
Sand, per cube.
Stone setts, 9 in. by 5 in. by 4 in., per 100.
Sawn hora timber, 5 in. by 3 in., per lineal feet.
Sawn hora timber, 3 in. by 3 in., per lineal feet.
Sawn hora pegs 1 ft. 6 in. by $1\frac{1}{2}$ in. by $1\frac{1}{2}$ in., each.
Kerosine oil, per gallon.
Kerosine oil, per bottle.
Coir string skeins, each.

Colombo Lake Development Scheme.

To be delivered at Mahara Prison—

Pairs cadjans double not less than 5 ft. long at per 1,000.
Bamboos, over 30 ft. long, each.
Milla fence posts, 7 ft. long, each.
Jungle posts, 20 ft. by 6 in. diameter, each.
Jungle posts, 12 ft. by 6 in. diameter, each.
Jak reepers 2 in. by 1 in. in lengths of 6 ft. and over at per 1,000 lineal feet.
Jak reepers 2 in. by $\frac{1}{2}$ in. in lengths of 6 ft. and over at per 1,000 lineal feet.
Mangus, 20 feet long each.
Rattan baskets at per 100.

Negombo District.

To be delivered at the Public Works Department Yard, Negombo, and to Overseer at Katunayaka, Ja-ela, Wattala, Kotugoda, Minuwangoda, Badalgama, Kotadeniya, Katana, Dunagaha, and Divulapitiya—

Cabook, 16 in. by 8 in. by 6 in., per 1,000.
Bags, gunny, second quality, per 100.
Bricks, local, 9 in. by $4\frac{1}{2}$ in. by $2\frac{1}{2}$ in., per 1,000.

Cadjans not less than 6 ft. long each, per 100.
Charcoal per cwt.
Coconut slabs 6 in. wide, per lineal foot.
Coconut rafters, 4 in. by $2\frac{1}{2}$ in., per lineal foot.
Coir string, per cwt.
Lime, slaked, per bushel.
Lime, boiled, per bushel.
Planks, halmilla, 2 in., per square foot.
Planks, halmilla, $2\frac{1}{2}$ in., per square foot.
Planks, milla, 2 in., per square foot.
Planks, milla, $2\frac{1}{2}$ in., per square foot.
Planks, hora, 2 in., per square foot.
Planks, jak, 2 in., per square foot.
Planks, jak, $1\frac{1}{2}$ in., per square foot.
Planks, jak, 1 in., per square foot.
Firewood of approved dry timber in lengths not more than 18 in. and in diameter not more than 6 in. per cubic yard.

Planks, mango, 1 in., per 100 square feet.
Planks, mango, 2 in., per 100 square feet.
Half-inch lunumidella ceiling boards, rebated and beaded and planed one side, 6 in. wide, per 100 square feet.
Jak rafters, 4 in. by $2\frac{1}{2}$ in., per lineal foot.
Jak reepers, $\frac{1}{2}$ in., per 1,000 lineal feet.
Jak reepers, 1 in., per 1,000 lineal feet.
Tiles, half-round, 14 in. long, per 100.
Timber, jak, per cubic foot.
Timber, mee, per cubic foot.
Coconut shells, per 1,000.
Coconut husks, per cwt.
Baskets, Madampe, cane, 16 in. by 9 in. by 7 in., per 100.
To be delivered at Negombo Jail—

Madampe canes, 16 ft. in length, per 1,000.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Western Province, 1928-29," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on May 22, 1928.

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

5. Samples of the following articles tendered for are to be deposited at the Office of the Provincial Engineer, Western Province North, Colombo, not later than 12 noon on May 22, 1928:—

Baskets, Madampe, rattan, 18 in. by $10\frac{1}{2}$ in. by 5 in. (and cup-shaped).
Bricks, local.
Tiles, half-round.
Cabook, as specified.

Note.—The canes holding the brim to the body of the baskets should be turned down and inserted well into the weaving of the walls of the baskets.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Persons tendering for local timber should note that it will only be obtained from the successful contractor on such occasions when it is found impracticable to obtain it through the Forest Department.

8. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Western Province (North), Colombo, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in the tenders should bear the initials of the tenderer.

9. A deposit of Rs. 50 will be required to be made either at the Treasury or Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, Western Province (North), Colombo, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned upon signature of a contract.

10. Further information may be obtained on application at the Office of the Provincial Engineer, Western Province (North), Colombo.

11. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

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

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 Public Works 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 carried out Government contracts with departments other than the Public Works Department, the name of such department and the district in which the service was rendered should be stated.

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

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.
Colombo, May 1, 1928.

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1928, to September 30, 1929, for the following districts:—

Kalutara District.

To be delivered within the district—

Bricks, local, 9 in. by 4½ in. by 2½ in., per 1,000.

Common planks, 2 in. thick per square foot (mango or hora).

Common planks, 1 in. thick per square foot (mango or hora).

Firewood of approved dry timber in lengths not more than 18 in. and in diameter not more than 6 in. per cubic yard.

Lime, boiled, best quality per bushel.

Lime, slaked, best quality per bushel.

Seasoned jak scantlings, per cubic foot.

Seasoned jak planks, 1½ in. to 1¾ in. thick per square foot.

Tiles, half-round, per 1,000.

Cadjans not less than 6 ft. in length per 1,000.

Charcoal, per bushel.

Lunumidella ceiling planks at square foot.

Hora planks, 2 in. ceiling planks at square foot.

Panadure District.

To be delivered within the district—

Bricks, local, 9 in. by 4½ in. by 2½ in., per 1,000.

Cabook, 18 in. by 9 in. by 6 in., per 1,000.

Common planks, 2 in. thick per square foot (mango or hora).

Common planks, 1 in. thick per square foot (mango or hora).

Baskets, rattan, 18 in. by 10½ in. by 5 in. per 100.

Firewood of approved dry timber in lengths not more than 18 in. and in diameter not more than 6 in. per cubic yard.

Lime, boiled, best quality, per bushel.

Lime, slaked, best quality, per bushel.

Seasoned jak scantlings, per cubic foot.

Seasoned jak planks, 1½ in. to 1¾ in. thick, per square foot.
Seasoned na or milla bridge planks, 6 in. by 4 in. in lengths not exceeding 13 ft. 6 in., per cubic foot.

Tiles, half-round, per 1,000.

Cadjans not less than 6 ft. in length per 1,000.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Western Province (South), 1928-29," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on May 22, 1928.

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

5. Samples of the following articles tendered for are to be deposited at the Office of the Provincial Engineer, Western Province (South), Colombo, not later than 12 noon on May 22, 1928:—

Baskets, Madampe, rattan, 18 in. by 10½ in. by 5 in. (and cup-shaped.

Bricks, local.

Tiles, half-round.

Cabook, as specified.

Note.—The canes holding the brim to the body of the baskets should be turned down and inserted well into the weaving of the walls of the baskets.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender and the description of the article adopted in his tender.

7. Persons tendering for local timber should note that it will only be obtained from the successful contractor on such occasions when it is found impracticable to obtain it through the Forest Department.

8. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Western Province (South), Colombo, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in the tenders should bear the initials of the tenderer.

9. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, Western Province (South), Colombo, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned upon signature of a contract.

10. Further information may be obtained on application at the Office of the Provincial Engineer, Western Province (South), Colombo.

11. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

15. 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.

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 Public Works 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 Public Works Department, the name of such department and the district in which the service was rendered should be stated.

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

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

Public Works Office,
Colombo, April 30, 1928.

SCHEDULE of rates are hereby invited for the construction of 2 senior clerks' quarters as per type No. 7, at Matale District, Central Province (North).

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

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

4. Schedules of rates must be submitted on forms, a specimen of which can be seen in the Office of the District Engineer, Matale, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province (North) Kandy, and the duplicate addressed to the District Engineer, Matale, endorsed, on the outside "Schedules of Rates for the Construction of 2 Senior Clerks' Quarters, Matale," so as to reach the offices of the foregoing officers on or before 12 noon on May 25, 1928.

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

5. Any alterations made in the quotations should bear the initials of the tenderer.

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 and to recover the cost thereof as indicated in the Government Stores Price List plus 25 per cent., as also Customs duty, transport, and packing charges, &c. In the case of timber supplied through the Forest Department, royally and freight will be similarly charged.

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

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

Public Works Office, E. W. BARTHOLOMEW,
Colombo, May 1, 1928. for Director of Public Works.

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1928, to September 30, 1929, for the use of the Public Works Department, in Central Province (South), in the following districts, and delivered at the under-mentioned places, viz.:—

Dimbula District.

At Public Works Department Yard, Dimbula.
At Railway Stations, Nawalapitiya and Talawakele.

Dikoya District.

At Public Works Department Yard, Norwood.
At Railway Station, Hatton.

LIST OF MATERIALS.

Baskets, rattan, Madampe, 19 in. diameter top, 5 in. diameter bottom, 13 in. deep (Dimbula district only).

Baskets, rattan, saucer-shaped, 18 in. diameter by 6 in. deep of whole cane, each (Dimbula district only).

Baskets, rattan, saucer-shaped, 15 in. diameter by 10 in. deep of whole cane, each (Dikoya district only).

Note.—In the case of baskets, the canes holding the brim to the body of the baskets should be turned down and inserted well into the weaving of the walls of the baskets.

Bricks, 9 in. by 4½ in. by 3 in., per 1,000 (Dimbula district only).

Bricks, 8½ in. by 4½ in., by 2½ in., per 1,000 (Dikoya District only).

Lime, slaked, well burnt, and free from particles of stone, per bushel of 42 lb.

Lime, boiled best, per bushel of 85 lb.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tendere must be marked "Tender for Supply of Materials, Public Works Department, Central Province (South), 1928-29," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on May 22, 1928.

4. Tendere should either be deposited in the tender box in the Office of the Controller of Revenue, Colombo, or be sent to him through the post.

5. Samples of articles tendered for are to be deposited in sealed packets in the Office of the Provincial Engineer, Central Province (South), Nuwara Eliya, not later than 12 noon on May 22, 1928.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Tendere must be on forms which may be obtained at the Office of the Provincial Engineer, Central Province (South), Nuwara Eliya, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in the tendere should bear the initials of the tenderer.

8. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, Central Province (South), Nuwara Eliya, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned upon signature of a contract.

9. Further information may be obtained on application at the Office of the Provincial Engineer, Central Province (South), Nuwara Eliya.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

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

15. 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 Public Works 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 Public Works Department, the name of such department and the district in which the service was rendered should be stated.

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

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

Public Works Office,
Colombo, April 24, 1928.

SCHEDULES of rates are hereby invited for all works in connection with (a) Quarters for 2nd Apothecary, (b) Quarters for Steward, (c) Quarters for Laboratory Assistant, (d) office for Provincial Surgeon at the Anuradhapura hospital.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Anuradhapura, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Anuradhapura, endorsed on the outside "Schedule of Rates for Quarters, &c., Anuradhapura Hospital," so as to reach the offices of the foregoing officers on or before 12 noon on May 25, 1928. All imported articles such as cement, &c., will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

5. All alterations made in the quotations should bear the initials of the tenderers.

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 and to recover the cost thereof as indicated in Government Stores Price List plus 25 per cent., as also customs duty, transport, and packing charges, &c., In the case of timber supplied through the Forest Department, royalty and freight will similarly be charged.

7. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on

the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Northern Province, Jaffna, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

8. In forwarding the schedule the contractor should state a specified date on which he agrees to complete and hand over the whole work, and if his tender be accepted he will be required to enter into an agreement with the District Engineer, Anuradhapura, accordingly. Should the contractor fail to complete and hand over the whole work on or before the said date, he will be required to pay as liquidated damages at the rate of Rs. 25 for delay of every week to be deducted from any money due to him on account of the said agreement.

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

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

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1928, to September 30, 1929, to be delivered at the places named below in the Province of Sabaragamuwa.

Pelmadulla District: Pelmadulla, Balangoda, Rakwana.

Ratnapura District: Ratnapura, Kuruwita.

Avissawella District: Avissawella, Karawanella and Yatiyantota.

Kegalla District: Kegalla, Ambanpitiya, and Aranayaka.

List of Materials.

Bricks, slop, 9 in. by 4½ in. by 3 in., per 1,000.

Charcoal, per bag.

Lime, boiled per bushel.

Lime, slaked, per bushel.

Tiles, 15 in. half-round, per 1,000.

Cadjans, not less than 6 feet long, per 1,000.

Firewood, in lengths of 3 feet and not less than 2 in. in diameter, per cubic yard.

Baskets, Madampe, 16 in. diameter top, 4 in. diameter bottom, 10½ in. deep, of whole cane, each.

Baskets, rattan, saucer-shaped, 18 in. diameter by 6 in. deep, of whole cane, each.

Cabook, 16 in. by 8 in. by 6 in., per 1,000.

Cabook, 14 in. by 7 in. by 5 in., per 1,000.

Etamba planks.

Arida planks.

Keena planks.

Domba planks.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Province of Sabaragamuwa, 1928-29," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on Tuesday, May 22, 1928.

4. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, Colombo, or be sent to him through the post.

5. Samples of the bricks and tiles tendered for are to be deposited at the Office of the Provincial Engineer, Province of Sabaragamuwa, Ratnapura, not later than 12 noon on Tuesday, May 22, 1928.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Province of Sabaragamuwa, Ratnapura, 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.

8. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should

any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing signed by the Provincial Engineer, Province of Sabaragamuwa, Ratnapura, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned upon signature of a contract.

9. Further information may be obtained on application at the Office of the Provincial Engineer, Province of Sabaragamuwa, Ratnapura.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

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

15. 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 the 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 Public Works 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 Public Works Department, the name of such department and the district in which the service was rendered should be stated.

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

Public Works Office, E. W. BARTHOLOMEW,
Colombo, May 1, 1928. for Director of Public Works.

TENDERS and schedules of rates are hereby invited for the construction of two "C" type bungalows in Cinnamon Gardens, Colombo.

2. The whole of the work to be undertaken (a) on agreements to be entered into monthly by the District Engineer concerned and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Construction Engineer, Public Works Department, Colombo; or (b) a measured lump sum contract may be entered into (type articles of agreement can be inspected with the plans, &c.).

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

4. Tenders and schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the Construction Engineer, Public Works Department, Colombo, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the Director of Public Works, Colombo, and endorsed on the outside "Tenders for 'C'

Type Bungalows in Colombo," so as to reach the offices of the foregoing officers on or before 12 noon on Monday May 21, 1928. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

5. Any alterations made in the quotations should bear the initials of the tenderer.

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, and to recover the cost thereof as indicated in Government Stores Price List plus 25 per cent., as also Customs duty, transport, and packing charges, &c. In the case of timber supplied through the Forest Department, royalty and freight will similarly be charged.

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

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

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

Public Works Office,
Colombo, May 9, 1928.

TENDERS are hereby invited for the purchase of all the timber and firewood in four blocks of approximately 10 acres each in Ganekandamukalana in the southern half of lot No. 2 in final village plan No. 463, Alawwa, Dambadeni hatpattu, Kurunegala District, North-Western Province. The lots will be clearly marked on the ground with identification numbers of lots exposed to view. A sketch plan corresponding with the blocks on the ground will be available for inspection at the Divisional Forest Office, Kurunegala.

2. Tenders should state clearly in words and figures the lump, or total, sum offered for all the timber and firewood in each block tendered for, but it is not necessary that every tenderer should tender for all the blocks. The highest tender for a block will not necessarily be accepted and tenders for blocks will be considered relevantly to the question of access to adjoining blocks and the sum tendered for them. As far as feasible, in keeping with the interests of revenue, blocks will be distributed to different tenderers.

3. Tender forms may be obtained at the office of the Divisional Forest Office, Kurunegala, on a deposit of Rs. 10, which will be liable to forfeit if an accepted tender is not proceeded with by the tenderer. Tenders must be sealed and marked "Tender for 10-acre Block, Ganekanda," in the left top corner of the envelope. Tenders will be received only up to midday on Tuesday, May 22, 1928, at the Divisional Forest Office, Kurunegala. No tender will be considered unless it is made on the official form properly obtained and unless all the conditions hereof are fulfilled.

4. Prospective tenderers should inspect the contents of the blocks to be tendered for.

5. The full purchase amount shall be paid within a week of the date of notification that a tender or any part of a tender has been accepted, and no entry upon or felling in any block be made without the written permission of the Divisional Forest Officer, Kurunegala, and the signing of an agreement the form of which may be seen at the Divisional Forest Office prior to tendering.

6. Clearing must be proceeded with as rapidly as possible, and all agreements will terminate on December 31, 1928, when any material left standing or felled on the area will revert to the Crown for redisplay in order to clear and release the land for other purposes.

J. D. SARGENT,
Conservator of Forests.
Office of the Conservator of Forests,
Kandy, April 30, 1928.

Ingriya Coupe No. II.

SEPARATE tenders are invited for the purchase of all timber and firewood standing or fallen within the boundaries of the 10 demarcated sub-coupe described in the annexed schedule.

2. Tenders should be in duplicate, sealed under one cover, and addressed to the Conservator of Forests, Kandy.

3. Tenders should either be deposited in the tender box, in the Office of the Conservator of Forests, Kandy, or be sent by the registered post.

4. Tenders should be marked "Tender for the Purchase of Timber and Firewood, Western Division," in the left hand top corner of the envelope, and should reach the Office of the Conservator of Forests, Kandy, not later than midday on June 12, 1928.

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

6. A deposit of Rs. 20 for each of the sub-coupe to be tendered will be required to be made either at the Treasury or any Kachechi, and a receipt produced for same before any form of the tender issued.

7. Tenderers should satisfy themselves by inspection before tendering as to the acreage and contents of the demarcated sub-coupe referred to in the annexed schedules, as the figures given therein are estimated only and their correctness is in no way guaranteed. The boundaries of each sub-coupe will be pointed out by the Range Forest Officers, Waga.

8. The successful tenderer will be required to execute a purchase agreement in respect of each sub-coupe, and all tenderers should read and initial a copy of this agreement at the Office of the Divisional Forest Officer, Western Division, Colombo, at the time of obtaining forms for tendering.

9. Before execution of the agreement, the purchaser will be required (a) to pay either the full purchase amount or, if payment by instalments, 40 per cent. thereof, (b) to deposit as security for efficient and punctual fulfilment of the agreement 5 per cent. of the full purchase amount tendered by him or Rs. 100 whichever is greater. If paying by instalments the balance 60 per cent. of the full purchase price shall be paid by the purchaser in two equal instalments in accordance with clauses 3 and 5 of the special conditions set out below in this notice.

10. After payment of the first instalment of the purchase price, deposit of the security, and execution of the agreement the purchaser will be entitled on application to a refund of the sum of Rs. 20 deposited by him prior to tendering.

11. Tenderers should make separate offers, written both in words and figures, for the timber and firewood contained in the coupes described in the annexed schedule.

12. No tender will be considered unless the procedure laid down above has been strictly complied with. The Conservator of Forests reserves to himself the right, without question, of rejecting any or all tenders, and of accepting any tender not necessarily the highest tender.

13. The special rules for felling, conversion, and removal which the agreement will require to be observed are specified in the special conditions advertised below. Nothing in these special conditions shall render the purchaser in any way exempt from liability for punishment, under the Forest Ordinance of 1907, should he or any of the workmen in his employ be responsible for the commission of a forest offence outside the boundaries of his purchased sub-coupe.

14. The purchaser shall further make himself liable for punishment under the Forest Ordinance of 1907, for the commission of any forest offence within the limits of the whole block of forest in which such sub-coupe is situated, by whosoever committed and shall agree to take the steps necessary for the prevention of the commission of such forest offence.

SPECIAL CONDITIONS.

(1) On payment of the full purchase amount the purchaser shall be entitled to fell and remove on or before February 28, 1929, in the manner specified below, all the timber and firewood contained in the purchased sub-coupe. No extension of the time limit fixed for felling and removal

will under any circumstances be granted, and all timber and firewood not removed by the date of expiry of agreement, *i.e.*, February 28, 1929, shall *ipso facto* revert to the Crown.

(2) The purchaser shall further agree that should any timber be left standing or lying felled within the sub-coupe on the date of expiry, the expenses incurred by Government for their removal be defrayed from the amount deposited by him as security under clause (b) in paragraph 9 above.

(3) If the purchaser desires to pay by instalments payment of a first instalment of 40 per cent. of the full purchase price of any sub-coupe shall entitle him to fell and remove all the trees in an area not exceeding one-third of the total area of each sub-coupe. Payment of 70 per cent. of the full purchase price by means of a second instalment of 30 per cent. shall entitle the purchaser to fell and remove all the trees in an area not exceeding two-thirds of the total area of such sub-coupe.

(4) The purchaser shall agree to commence felling along the full length of one boundary of each sub-coupe previously pointed out to him by the Range Forest Officer concerned, and laid down on the plan of the coupe annexed to agreement. He shall further agree to progress the felling in a direction parallel to the boundary along which the felling has been commenced in the manner prescribed under clauses (a) and (b) below:—

(a) All tree seedlings and saplings which are under 3 inches in diameter shall be cut out flush with the ground.

(b) All saplings and trees over 3 inches in diameter shall be felled within 6 inches of the ground.

(5) If paying by instalments, the purchaser shall pay the second instalment or in all 70 per cent. of the full purchase price, within four months, and the third and final instalment within seven months of the date of execution of the agreement.

Should the purchaser fail to pay either instalment when due it shall be within the discretion of the Divisional Forest Officer to cancel the agreement as from the date of such default, and to declare same to be null and void. Any unremoved or unfelled timber or firewood lying or standing in the sub-coupe shall unconditionally revert to the Crown as from the date of such cancellation, and the purchaser shall have no further claim thereto. On no account shall any postponement of the date of such payment be made.

(6) Should the purchaser fell or remove trees or firewood from any area of the sub-coupe he has not paid for, or from any area of forest outside the demarcated boundaries of his sub-coupe, nothing in the agreement shall exempt him from liability to punishment for illicit felling and removal under the provisions of the Forest Ordinance, No. 16 of 1907, and of the rules framed thereunder. For the purpose of special condition 6, it shall be presumed that the purchaser has previous to entering into the agreement satisfied himself as to the position of the lines and pillars demarcating his sub-coupe, and that the purchaser has further agreed that he shall not in the event of any dispute put forward a plea of ignorance of the limits or extent of his sub-coupe.

(7) The purchaser or his agent or any of his employees shall not damage any boundary pillars or block up the boundaries. Should the lines become blocked or the pillars thrown down due to unavoidable circumstances, such lines should be at once recleared or such pillar replaced.

(8) The purchaser shall not for the purpose of removing timber from his own sub-coupe enter into any other area of forest not paid for by him except with the permission of the Range Forest Officer concerned, and along paths permitted by him.

(9) The purchaser shall further agree to compensate the Crown for any damage to produce caused by himself, his employees, his animals, his machinery or his material in transit over any area of forest not paid for by him at rates to be assessed by the Divisional Forest Officer, Colombo.

(10) If no objection exists in the opinion of the Divisional Forest Officer, the purchaser will further be permitted to erect wire shoots for the transport of materials always, provided that he pays full royalty values for the forest produce outside his own sub-coupe damaged during such erection or in using such shoot. The permission in writing

of the Divisional Forest Officer, Colombo, must be obtained before erection of any and every wire shoot.

(11) All produce from the sub-coupe should in the first instance be removed to a depôt and stacked separately to facilitate inspection. Removal permits will then be issued by the Range Forest Officers concerned for the removal of such produce to a final destination.

(12) The purchaser shall agree that for each and every infringement of the above conditions he shall become liable to a fine of an amount not exceeding Rs. 100, to be imposed in writing by and at the discretion of the Divisional Forest Officer, Colombo, and this fine will be recovered from the tenderer's security deposit.

(13) The purchaser shall also agree that in the event of security money having become exhausted owing to imposition of fines, it shall be within the discretion of the Divisional Forest Officer either (a) to accept a further security deposit amounting to 5 per cent. of the full purchase price, or (b) to cancel the agreement and to refund to the purchaser such balance of the paid up purchase money, if any, as may remain after deducting the value of all timber and firewood removed by the purchaser on the date of such cancellation, and such amount as may be needed to carry out any of the provisions of special conditions 4 and 7 which the purchaser may not at the time of such cancellation have fulfilled. For the purpose of this clause the value of each cubic foot of timber and cubic yard of fuel removed shall be fixed at full royalty rates.

(14) On termination of the agreement it shall be within the discretion of the Divisional Forest Officer to call upon the purchaser to fence and reforest the area in such manner and with such species as shall be determined by the Divisional Forest Officer.

(15) In the event of his being called upon to reforest the area, the purchaser shall—

(a) Enter into an agreement to fence, reforest, and maintain the planted coupe for a period of 3 years entirely at his own expense; and

(b) Deposit a sum of Rs. 5 per acre for the whole extent of the coupe as security.

(16) The purchaser shall agree to reforest the area in such manner and with such species as shall from time to time be communicated to him by the Divisional Forest Officer.

(17) The purchaser shall be given the concession of simultaneously raising food crops (which may be converted to his own use or benefit) on the area, provided that he agrees to introduce no food crop likely in the opinion of the Divisional Forest Officer, to have an adverse effect on the species reforested.

(18) The purchaser shall further be remunerated at the rate not exceeding Fifteen Rupees (Rs. 15) per acre, provided in the opinion of the Divisional Forest Officer the reforestation is fully satisfactory, when the area is taken over at

the expiry of the 3rd year, the exact amount of remuneration being proportionate to the degree of efficiency as judged by the Divisional Forest Officer of the work performed.

(19) The security deposited will then be released.

(20) If at any time during the term of agreement (i.e., 3 years), the area reforested does not appear to have been properly planted, weeded, or fenced, it shall be within the discretion of the Divisional Forest Officer to enforce any or all of the following:—

(a) To cancel the agreement;

(b) To require the purchaser or his workmen to vacate the area;

(c) To confiscate the amount deposited as security; and

(d) To seize all food crops planted or lying in the area.

The purchaser shall have the right of appeal to the Conservator of Forests in the event of any of the enforcement of any of the above penalties specified in the above conditions, and the purchaser shall agree to accept the Conservator of Forests' decision as final and binding.

Schedule.

To purchase all timber and firewood trees standing or fallen within the demarcated boundaries of each of 10 sub-coups of Coupe No. II., in the Ingiriya Reserve (Dombagaskandamukalana), situated in the village of Ingiriya, in the Udugaha pattwa, Rayigam korale, Kalutara District.

The total volume of timber and firewood standing in the sub-coups is estimated as follows:—

Sub-coupe No.	Firewood Cubic Yards.	Timber Solid Cubic Feet.
1 ..	1,000..	2,000
2 ..	1,250..	2,000
3 ..	1,250..	2,000
4 ..	2,000..	5,000
5 ..	1,750..	4,000
6 ..	1,750..	3,000
7 ..	875..	1,750
8 ..	800..	2,000
9 ..	1,000..	1,500
10 ..	1,250..	1,000

The above is only an estimate, and, if found to be incorrect, the purchaser will not be granted any refund or compensation. Intending purchasers should, therefore, satisfy themselves before tendering as to the contents of each sub-coupe.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, May 7, 1928.

SALE OF UNSERVICEABLE ARTICLES, &c.

THE under-mentioned motor car will be sold by public auction at this office on Wednesday, May 16, 1928, at 1 o'clock:—

Hupmobile motor car, 1916 model, with all accessories.

R. G. JAYETILEKE,
for Director of Medical and
Sanitary Services.

Office of the Director of Medical and
Sanitary Services,
Colombo, May 1, 1928.

THE following unserviceable articles will be sold by public auction at the Office of the Conservator of Forests, Kandy, at 2.30 P.M., on Saturday, May 26, 1928:—

1 clock
2 rain coats, water proof
4 rat traps
1 threading tool
1 umbrella

1 bell, bicycle
4 inner tubes (motor car)
5 petrol drums, 5 gallons
8 petrol drums, 2 gallons

J. D. SARGENT,
Conservator of Forests.

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

THE following unserviceable articles will be sold by public auction at the Lotus Pond Store of the Government Stores Department (behind the Central Telegraph Office) on Friday, May 18, 1928, at 2 P.M., viz. :—

Meat safe	Ladder
Footstools	Carpet cleaner
Stair carpets	Carpet rugs
China matting	Rat trap
Freezer	Saucepans
Boiler tank	Filter
Wastepaper basket	Dust pan and brush
Ornaments	Felt
Mattresses	Punching ball
Stop pails	Basin
Jug	Brush holders
Sponge bowl	Wire dish covers
Egg beaters	Knives
Bread tins	Chopper
Rolling pin	Strainers
Frying pans	Pie dishes
Spoons	Egg lifter
Grater	Bread board
Toasting rack	Pantry tray
Paper rack	Cans
Shovel	Bellows
Blinds	Linen baskets
Brass stand	Egg stand
Door mat	Screens
Dust bin	Fur rug
Beds	Mirror
Chairs, &c.	

Government Stores Department. JOHN GIBB,
Colombo, May 5, 1928. Colonial Storekeeper.

TWO unserviceable mud barges, one iron and one wooden, belonging to the Public Works Department, Nuwara Eliya, will be sold by Public Auction at the Gregory Lake, Nuwara Eliya, at 9 A.M. on Monday, May 21, 1928.

2. The barges may be inspected at the site on permit from the District Engineer, Nuwara Eliya.

3. The purchaser will be required to deposit the full amount of the purchase money with the auctioneer at the close of the sale when the barges become the property of the respective buyers at their risk. The barges must be removed within seven days of completion of purchase.

Public Works Office, E. W. BARTHOLOMEW,
Colombo, May 1, 1928. for Director of Public Works.

THE following is a list of unclaimed and confiscated articles to be sold by public auction on Saturday, the 19th instant, at 1 P.M., at the Police Court, Chilaw.

23,534	.. Whistle
23,188	.. Gilt chain
24,049	.. Sarong
23,669	.. Mat
23,812	.. White banian
21,872	.. Mamotty
21,802	.. do.
22,625	.. do.
22,788	.. Sarong
21,977	.. White cloth
23,188	.. 3 electric torches
23,867	.. Seythe
23,669	.. 2 brass chatties
23,855	.. Cup
23,010	.. Wooden box containing some gold powder, 13 red stones, and some pieces of silver
23,020	.. Pair shorts
23,413	.. Pair long trousers
23,980	.. Enamel tumbler
23,980	.. Axe
21,936	.. Belt

23,673	.. Sarong
22,108	.. Brass tumbler
	Spoon
	Sarong
	Gunny bag
21,216	.. Rice pounder
23,728	.. Wooden box
22,519	.. Coconut husker
18,482	.. Glass
19,705	.. 3 rings set with stones
19,276	.. Pair earrings
21,374	.. Watch and chain
20,250	.. File
21,464	.. Pair scales
22,198	.. Red cloth belt
	Crow bar
	Bicycle (damaged)
	Lot earthenware pots
	Lot empty bottles
	Whistle and chain with bunch of keys
	2 enamel cups
	Earring
	3 pairs scales
	Frame with glass
	Coconuts 251
21,963	.. Pingo stick

Police Court,
Chilaw, May 2, 1928.

J. N. ARUMUGAM,
Police Magistrate, Chilaw.

NOTICE is hereby given that the under-mentioned confiscated and unclaimed articles which have been lying in this court beyond the time allowed by law will be sold by public auction on Wednesday, May 23, 1928, at 2 P.M., at the Police Court, Nuwara Eliya, unless previously claimed :—

4 teak picture frames	1 axe
1 pair spectacles	1 brass pot
1 small suit case	6 shirts
1 rain coat	1 pair links
1 gold amulet	2 spoons
5 banians	2 forks
3 veti cloths	1 table knife
1 white shawl	6 white coats
2 purses	1 digging fork
5 pieces of brass	1 sword
2 silver studs	3 sarongs
1 brooch	5 silver buttons
1 rolled gold earring	1 razor
2 katties	1 hammer
12 knives	1 brass vattel
1 hanging lamp	1 chisel
2 mufflers	1 white sheet
4 umbrellas	2 handkerchiefs
3 pruning knives	1 watch
4 wooden boxes	1 leather wallet
2 white cloths	15 pieces of flooring board

Police Court,
Nuwara Eliya, April 24, 1928.

C. F. INGLEDDOW,
Police Magistrate.

NOTICE is hereby given that the under-mentioned private property of long sentenced and deceased prisoners of the Anuradhapura Prison will be sold by public auction, on Saturday, May 26, 1928, at 9 A.M., at the Jail premises :—

15 old sarongs	3 old towels
4 old banians	1 old white coat
4 old gauze banians	1 old Cannanore cloth
3 old white cloths	6 old belts (cloth)
5 old handkerchiefs	1 old leather belt
1 old vet cloth	2 old rags
2 old shawls	3 Y. M. studs
7 old white shirts	

H. S. M. HOARE,
The Prison, for Superintendent of Prison.
Anuradhapura, April 24, 1928.

VITAL STATISTICS.

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

Births.—The total births registered in the city of Colombo in the week were 190 (1 European, 16 Burghers, 107 Sinhalese, 20 Tamils, 36 Moors, 8 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 37·7, as against 36·2 in the preceding week, 31·0 in the corresponding week of last year, and 32·6 the weekly average for last year.

Deaths.—The total deaths registered were 189 (1 European, 5 Burghers, 68 Sinhalese, 21 Tamils, 24 Moors, 10 Malays, and 4 Others). The death-rate per 1,000 per annum was 26·4, as against 25·4 in the previous week, 21·2 in the corresponding week of last year, and 27·6 the weekly average for last year.

Infantile Deaths.—Of the 133 total deaths, 21 were of infants under one year of age, as against 31 in the preceding week, 32 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 12.

Principal Causes of Death.—1. (a) Seventeen deaths from *Pneumonia* were registered, 7 in Maradana hospitals (including 1 death of a non-resident, 3 in St. Paul's, and 1 each in Kotahena North, Kotahena South, New Bazaar, Maradana North, Maradana South, Slave Island, and Wellawatta South, as against 16 in the previous week, and 19 the weekly average for last year.

(b) Five deaths from *Influenza* were registered, 1 each in Pettah, St. Paul's, Kotahena North, Kotahena South, and New Bazaar. The number registered during the previous week was also 5, and the weekly average for last year was 6.

(c) Six deaths from *Bronchitis* were registered, 2 in Maradana South, and 1 each in St. Paul's, Kotahena North, Maradana North, and Slave Island. The number registered during the previous week was also 6, and the weekly average for last year was 3.

2. Ten deaths from *Phthisis* were registered, 5 in Maradana hospitals (including 4 deaths of non-residents), 2 each in New Bazaar and Maradana North, and 1 in Maradana South, as against 14 in the previous week, and 11 the weekly average for last year.

3. Four deaths from *Enteric fever* were registered, 2 each in Kotahena North and Maradana hospitals (including 1 death of a non-resident), as against 2 in the previous week, and 2 the weekly average for last year.

4. Seven deaths each were registered from *Enteritis* and *Debility*, 6 from *Worms*, 5 from *Infantile Convulsions*, 3 from *Diarrhoea*, 2 each from *Dysentery*, *Puerperal Septicaemia*, and *Accidents*, and 57 from *Other Causes*.

5. Forty-four cases of *Chickenpox*, 6 of *Enteric fever*, and 5 of *Measles* were reported during the week, as against 45, 4, and 7, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 82·2°, against 83·5° in the preceding week, and 81·1° in the corresponding week of the previous year. The mean atmospheric pressure was 29·838 in., against 29·846 in. in the preceding week and 29·835 in. in the corresponding week of the previous year. The total rainfall in the week was 1·09 in., against 0·60 in. in the preceding week and 5·20 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, May 1, 1928.

E. A. JAYASEKERA,
for Registrar-General.

Registrar-General's Health Report of the City of Colombo for the Week ended May 5, 1928.

Births.—The total births registered in the city of Colombo in the week were 138 (1 European, 9 Burghers, 74 Sinhalese, 13 Tamils, 35 Moors, 5 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1928, viz., 263,249) was 27·4, as against 37·7 in the preceding week, 29·4 in the corresponding week of last year, and 32·6 the weekly average for last year.

Deaths.—The total deaths registered were 157 (2 Europeans, 7 Burghers, 98 Sinhalese, 24 Tamils, 18 Moors, and 8 Others). The death-rate per 1,000 per annum was 31·2, as against 26·4 in the previous week, 22·2 in the corresponding week of last year, and 27·6 the weekly average for last year.

Infantile Deaths.—Of the 157 total deaths, 34 were of infants under one year of age, as against 21 in the preceding week, 22 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 17.

Principal Causes of Death.—1. (a) Twenty-five deaths from *Pneumonia* were registered, 14 in Maradana hospitals (including 7 deaths of non-residents), 4 in Slave Island, 2 in New Bazaar, and 1 each in St. Pauls, San Sebastian, Kotahena South, Maradana South, and Wellawatta South, as against 17 in the previous week and 19 the weekly average for last year.

(b) Sixteen deaths from *Influenza* were registered, 6 in Kotahena South, 5 in St. Pauls, 2 in New Bazaar, 1 each in San Sebastian, Maradana North, and Maradana East, as against 5 in the previous week, and 6 the weekly average for last year.

(c) Three deaths from *Bronchitis* were registered, 2 in Maradana hospitals (including 1 death of a non-resident), and 1 in Kotahena South as against 6 in the previous week, and 3 the weekly average for last year.

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

(b) One death from *Phthisis* of a resident of Colombo town occurred at the Anti-tuberculosis Hospital, Ragama, during the week.

3. (a) One death from *Enteric Fever* of a non-resident was registered in Maradana hospital, as against 4 in the previous week, and 2 the weekly average for last year.

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

4. Eighteen deaths were registered from *Debility*, 7 from *Enteritis*, 5 each from *Infantile Convulsions* and *Accidents*, 3 each from *Tetanus* and *Puerperal Septicaemia*, 2 each from *Diarrhoea* and *Worms*, 1 from *Dysentery*, and 56 from *Other Causes*.

5. Thirty-six cases of *Chickenpox*, and 5 of *Enteric Fever* were reported during the week, as against 44 and 6, respectively, of the preceding week. One case of *Cholera* was reported in the Port.

State of the Weather.—The mean temperature of air was 82·4°, against 82·2° in the preceding week, and 80·6° in the corresponding week of the previous year. The mean atmospheric pressure was 29·883 in., against 29·838 in. in the preceding week and 29·754 in. in the corresponding week of the previous year. The total rainfall in the week was 0·12 in., against 1·0 in. in the preceding week and 12·31 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, May 8, 1928.

E. A. JAYASEKERA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE AGRA ELBEDDE TEA COMPANY, LIMITED.

For these investments

361.
3163 2
144
246
216
936

1. THE name of the Company is "THE AGRA ELBEDDE TEA COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase the Agra Elbedde estate situate in the district of the Agras in 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 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 interests in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z1) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z3) To distribute among the Shareholders in specie any property of the Company whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z4) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "persons" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 10,000 cumulative preference shares of Rs. 10 each and 40,000 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 shares 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.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
C. FRANCESCA PIERIS, Colombo	One
G. T. PIERIS, Colombo	One
M. L. HOPKINS, Colombo	One
T. HUNT, Colombo	One
O. P. MOUNT, Colombo	One
D. A. WILSON, Colombo	One
W. K. S. HUGHES, Colombo	One
Total shares taken	Seven

Witness to the above signatures, at Colombo, this 2nd day of May, 1928 :

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE AGRA ELBEDDE 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 "The Agra Elbedde 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.

"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 alter 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 Agra Elbedde estate, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

CAPITAL.

4. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 10,000 cumulative preference shares of Rs. 10 each and 40,000 ordinary shares of Rs. 10 each.

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred, and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Fifty cents or such other sum as the 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 net proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

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

48. Upon any such sale two of the Directors may execute a transfer of such share to the purchaser thereof, and such transfer, with the certificate last aforesaid, shall confer on the purchaser a complete title to such 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, provided that no such shares shall have any preference over the 10,000 cumulative preference shares above referred to.

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

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees One hundred thousand (Rs. 100,000) and the Directors shall have power without the sanction of a General Meeting to borrow up to Rupees Three hundred and Fifty thousand carrying interest at the rate of 6½ per cent. per annum on the formation of the Company provided such loan is secured by debentures issued before the 31st day of December, 1928, and for the purpose of securing the repayment of such money so borrowed the Directors may exercise the powers given them in the 54th article.

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 share 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.

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 three or more Shareholders entitled to vote.

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

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

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

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

VOTING AT MEETINGS.

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

73. If at any meeting a poll be demanded by some Shareholder present, his proxy or attorney, or in 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 up to ten and to an additional vote for every ten shares beyond the first ten.

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 Agra Elbedde 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 _____.

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

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

DIRECTORS.

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

The qualification of a Director shall be his holding in his own right at least one hundred 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 Two thousand Rupees annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

87. The first Directors shall be Messrs. W. Coombe, M. L. Hopkins, and G. T. Picris, all of Colombo. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

101. The office of Director shall be vacated—

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

No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for the Company, or by reason of his being agent or secretary, or solicitor, or broker, or being a member of a firm who are agents or secretaries, 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 Agra Elbedde 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 or 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 Carson & 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 daytime have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

149. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode, and any notices 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 and 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 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 :

C. FRANCESCA PIERIS, Colombo.
G. T. PIERIS, Colombo.
M. L. HOPKINS, Colombo.
T. HUNT, Colombo.
O. P. MOUNT, Colombo.
D. A. WILSON, Colombo.
W. K. S. HUGHES, Colombo.

Witness to the above signatures, at Colombo, this 2nd day of May, 1928 :

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE STAFFORD TEA COMPANY, LIMITED.

This Publication

1. THE name of the Company is "STAFFORD TEA COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To acquire and take over Stafford estate, situate in the Uda Pussellawa District of the Island of Ceylon, and with a view thereto to adopt and carry into effect, either with or without modification an agreement dated January 12, 1928, and expressed to be made between Roland Richard Jacques of the one part and George Cyril Slater of the other part.
 - (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 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, 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 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 any other paragraph.

4. The liability of the Shareholders is limited.

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

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

Names and Addresses of Subscribers.		Number of Shares taken by each Subscriber.
G. C. SLATER, Colombo	.. ..	One
E. L. WALSH, Colombo	.. ..	One
L. G. BYATT, Colombo	.. ..	One
L. J. MONTGOMERIE, Colombo	.. ..	One
B. C. P. PHILLIPS, Colombo	.. ..	One
B. W. J. ANTHONY, Colombo	.. ..	One
JOS. F. MARTYN, Colombo	.. ..	One
Total shares taken		Seven

Witness to the above signatures, at Colombo, this 29th day of March, 1928

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

ARTICLES OF ASSOCIATION OF THE STAFFORD 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 "The Stafford 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.

"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 shall forthwith adopt the agreement referred to in sub-clause A of clause III. of the Memorandum of Association and shall carry the said agreement into effect with such modification (if any) as may be agreed upon. It shall be no objection the vendor is in a fiduciary position to the Company or that there is no independent Board of Directors nor shall any claim be made on the vendor on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

CAPITAL.

4. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 100,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares except when otherwise provided shall first be offered by the Directors to the Shareholders in proportion as nearly as possible to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new

shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for or services rendered to the Company and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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 or Secretaries that the power of sale given by clause 45 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

48. Upon any such sale two of the Directors may execute a transfer of such share to the purchaser thereof, and such transfer, with the certificate last aforesaid, shall confer on the purchaser a complete title to such 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, or behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares; and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the resolutions could have been effected without it.

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Two hundred and fifty thousand (Rs. 250,000).

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 Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Stafford 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 _____.

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

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

DIRECTORS.

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

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

87. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding seven hundred and fifty 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. C. J. Bayley of Nuwara Eliya and G. C. Slater and L. G. Byatt, both of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

89. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, Managing Director, and (or) Agent, Visiting Agents, 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 among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

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

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

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

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

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

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

100. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his wilful acts or defaults; and no Director or officer shall nor shall the heirs, executors, or administrators of any Director or officer be liable for the acts or defaults of any other Director or officer, or for any loss or expenses

happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own wilful act or default.

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

DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Visiting Agent, Superintendent, 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 99.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of six consecutive months.

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

POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

112. The Directors may meet for the 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 Bois Brothers & Company, Limited, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

138. The Directors may, with the sanction of the Company in General Meeting, from time to time, declare a dividend to be paid, and (or) pay a bonus to the Shareholders in proportion to the 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 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 dividend 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.

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 hereunto set and subscribed their names at the places and on the dates hereafter written :

G. C. SLATER, Colombo.

E. L. WALSH, Colombo.

L. G. BYATT, Colombo.

L. J. MONTGOMERIE, Colombo.

R. C. P. PHILLIPS, Colombo.

B. W. J. ANTHONY, Colombo.

JOS. F. MARTYN, Colombo.

Witness to the above signatures, at Colombo, this 29th day of March, 1928 :

[Third Publication.]

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

MEMORANDUM OF ASSOCIATION OF BLAIR ATHOL TEA COMPANY, LIMITED.

Third Publication

1. THE name of the Company is "BLAIR ATHOL TEA COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (a) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other produce.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any 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.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, secretaries, visiting agents, managers, superintendents, tea makers, clerks, conductors, 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.
 - (d) To clear, open, plant, cultivate, improve, and develop any 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/or 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.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work tea and/or 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.
 - (f) To enter into any arrangement or agreement with Government, or any authorities, and obtain rights, concessions, and privileges.
 - (g) 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.
 - (h) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
 - (i) 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.
 - (j) To buy, sell, warehouse, transport, trade, and deal in tea, green leaf, tea plants, tea seeds, 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.
 - (k) 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.
 - (l) 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.
 - (m) 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.
 - (n) 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.
 - (o) To let, lease, sell, exchange, or mortgage the Company's factories, 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.
 - (p) 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.
 - (q) 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.

- (r) 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.
- (s) 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.
- (t) 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.
- (u) 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.
- (v) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (w) 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.
- (x) 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.
- (y) 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) 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 1) 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 2) 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 3) 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 2,700 cumulative preference shares of Rs. 100 each, and 33,000 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 6 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 6 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, subject to any recommendations for other purposes agreed to by them at a General Meeting.

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 shares 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 clause 2 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.
A. G. JOHNSTONE, Invery, Dikoya	One
G. O. LE MOTTÉE (by his attorney A. G. BAYNHAM, Battalgalla, Dikoya)	One
ROBERT C. SCOTT, Ottery, Dikoya	One
B. G. SNELL, Blair Athol, Dikoya	One
DOUGLAS A. WRIGHT, South Wanarajah, Dikoya	One
Witness to the above signatures, at Hatton, this 26th day of March, 1928 :	
J. A. ATIYADUBAI, Proctor, Supreme Court.	
M. L. HOPKINS, Colombo	One
ROBT. SHAW, Colombo	One
Total shares taken	Seven

Witness to the above two signatures, at Colombo, this 28th day of March, 1928 :

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

ARTICLES OF ASSOCIATION OF BLAIR ATHOL TEA COMPANY, LIMITED.

COMPANY LIMITED BY SHARES.

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

2. The following new regulations shall be added after Regulation 27 of Table "C," namely :—

22a. 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 2,700 cumulative preference shares above referred to.

22b. 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.

22c. 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.

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

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

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

(a) On a show of hands every Shareholder present in person, or represented by attorney or by proxy, shall have one vote.

On a poll every holder of preference shares shall have one vote for every ten shares of which he is the holder, provided that the holders of preference shares shall have no right to receive notice of or to be present or to vote either in person or by proxy at any General Meeting by virtue or in respect of their holdings of preference shares, unless their preferential dividend shall be six months in arrear or unless a resolution is proposed affecting the rights or privileges of the holders of preference shares.

Every holder of ordinary shares shall have one vote for each share of which he is the holder.

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

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

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

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

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

Blair Athol Tea Company, Limited.

I, _____, of _____, being a Shareholder of Blair Athol Tea Company, Limited, hereby appoint _____ of _____ as my proxy to vote for me and on my behalf at the (Ordinary or Extraordinary, as the case may be) General Meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof.
Signed this _____ day of _____.

6. The following new regulations shall be added after Regulation 46 of Table "C," namely :—

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

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

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

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

46e. 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 as they may find necessary or expedient. 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).

46f. 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.

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

48. The office of Director shall be vacated—

(a) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.

(b) If by reason of mental or bodily infirmity he becomes incapable of acting.

(c) 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.

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

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

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

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

A. G. JOHNSTONE, Invery, Dikoya.

G. O. LE MOTTÉE (by his attorney A. G. BAYNHAM, Battalgalla, Dikoya).

ROBERT C. SCOTT, Ottery, Dikoya.

B. G. SNELL, Blair Athol, Dikoya.

DOUGLAS A. WRIGHT, South Wanarajah, Dikoya.

Witness to the above signatures, at Hatton, this 26th day of March, 1928 :

J. A. AIYADURAI,
Proctor, Supreme Court.

M. L. HOPKINS, Colombo.

ROBT. SHAW, Colombo.

Witness to the above two signatures, at Colombo, this 28th day of March, 1928 :

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

MEMORANDUM OF ASSOCIATION OF THE ALAVI TEA AND RUBBER ESTATES COMPANY, LIMITED

Third Publication

1. The name of the Company is "THE ALAVI TEA AND RUBBER ESTATES COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase Huseni estate in Avissawella, Pelenda, Alavi, and Mohammed estates in the District of Kalutara, and Noori estate at Deraniyagala.
 - (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 or to enter into any agreement for the purchase, lease, exchange, or hire of 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 properties or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as tea and rubber 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, rice, 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 or factories 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 arrangement or 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 offices, stores, shops, and places for the sale of or dealing in tea, rubber, coconuts, cacao, chocolate, coffee, or any other 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 business of agents 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 any of the Company's property or assets 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 to 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, assets, 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 debenture or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares (whether wholly or partly 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 Five million Rupees (Rs. 5,000,000) divided into Five hundred thousand (500,000) 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.
ESUFALI MOHAMEDBOY, Colombo	.. ..	One
ADAMALY MOHAMEDBOY (E. G. ADAMALY), Colombo	.. ..	One
FAZALABAS GOOLAMHUSEIN, Colombo	.. ..	One
H. ESUFALLY, Colombo	.. ..	One
K. ADAMALY, Colombo	.. ..	One

Witness to the signatures of ESUFALI MOHAMEDBOY, ADAMALY MOHAMEDBOY, FAZALABAS GOOLAMHUSEIN, H. ESUFALLY, and K. ADAMALY, at Colombo, this 26th day of March, 1928:

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

C. S. BURNS, Colombo	.. ..	One
J. W. OLDFIELD, Colombo	.. ..	One

Witness to the signatures of C. S. BURNS and J. W. OLDFIELD, at Colombo, this 30th day of March, 1928:

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

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

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

"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.

The "Register" shall mean the Register of Members to be kept as required by section 19 of "The Joint Stock Companies Ordinance, 1861," or any statutory modification thereof.

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

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

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

"Paid up" shall include "credited as paid up."

"Month" shall mean a calendar month.

"Secretary" shall include any person, firm or Company, appointed to perform the duties of Secretary temporarily.

"Dividend" includes bonus.

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

Words which have a special meaning assigned to them in the Statutes shall have the same meaning in these presents.

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 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 attorney (in cases where by these Articles proxies or powers of attorney are allowed) at any meeting of which notice specifying the intention to propose such resolution has been duly given.

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Five million Rupees (Rs. 5,000,000) divided into Five hundred thousand (500,000) 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 estate or estates, land or lands or other property or properties, business or businesses, undertaking or undertakings acquired by the Company in payment of the whole or any part of the purchase price of any such estate or estates, land or lands, or other property or properties, business or businesses, undertaking or undertakings, 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 estates, land or lands, or other property or properties, business or businesses, undertaking or undertakings, 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 hereof 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 the 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 a 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 to any person not approved of by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

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

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

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

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

TRANSMISSION OF SHARES.

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

35. Any guardian or curator of any infant Shareholder, or the manager of the estate 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, may, with the consent of the Directors, 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, and subject to the provisions herein contained, 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 thirty-six 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 thirty-six 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, but only among the Shareholders.

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.

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.

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.

39. 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.

40. 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.

41. 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.

42. 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 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 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.

43. 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 may 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, India, 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 purposes 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 Five hundred thousand (Rs. 500 000).

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-fourth of the number of Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate one-fourth part of the shares of the Company for the time being subscribed for.

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

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

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

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

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

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

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

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

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

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

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

83. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than forty-eight hours before the time appointed for holding of 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 Alavi Tea and Rubber Estates Company, Limited.

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

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

84. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such votes shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall have been 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 seven; but this clause shall be construed as being directory only, and the continuing Directors or Director may act notwithstanding any number of vacancies.

87. The qualification of a Director shall be his holding in his own right at least ten thousand 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 Five thousand Rupees (Rs. 5,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time 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 Messrs. Esufali Mohamedbhoj, Adamaly Mohamedbhoj (also known as E. G. Adamaly), Hassanally Esufally, Fazalabas Goolamhusein, and Kurban Hussen Adamaly.

90. The said Esufali Mohamedbhoj, Adamaly Mohamedbhoj (also known as E. G. Adamaly), Hassanally Esufally, Fazalabas Goolamhusein, and Kurban Hussen Adamaly (herein sometimes called the Life Directors), and the survivor and survivor of them shall hold office during the period of their natural lives so long as they respectively hold ten thousand fully or partly paid shares in the Company.

91. The other Director or Directors shall be elected at an Ordinary General Meeting of the Company and shall retire at the following Ordinary General Meeting of the Company, but shall be eligible for re-election.

92. The Directors shall have the power to appoint if they so desire it, a Director or other representative of the firm of Messrs. Lee, Hedges & Company, Limited, Colombo, or of such other firm which shall be for the time being managing the business of the Company, to be a Director of the Company, and the Director so appointed shall have all the powers and authority of a person ordinarily appointed a Director of the Company, and it shall not be required of such Director that he should hold any shares in the Company. Clause No. 87 of these presents shall not be taken to apply to such Director.

93. 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.

94. 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.

95. If any Director is 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.

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

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

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

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

100. The Company may, by a special resolution, remove any Director 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 until the Ordinary General Meeting next following.

101. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expenses happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or 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 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 99.

(f) if he ceases to ordinarily reside in Ceylon, or is absent from Ceylon, for a period of three consecutive months.

Provided, however, that clause (f) hereof shall not be taken to apply to the Life Directors hereinbefore appointed. Provided also that 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.

104. The Directors shall have power to carry into effect the acquisition of the said Huseni, Pelenda, Alavi, Mohammedi, and Noori, estates, and the lease, purchase, or acquisition of any other lands, estates, or property as 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 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 lands, estates, and property, 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 expedient; and, in addition to the powers and authorities by any law or 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 law or Ordinance or by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any law or 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 laws or 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 regulations 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 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 an 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 any such amalgamation, sale, or other disposition into effect so far as a resolution or a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

112. 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, 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 purpose thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or realize such investments.

- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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 may 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 committees respectively, or any regulation imposed by the Board.

119. 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 or qualification of any Director or of any member of the committee, be as valid as if no such vacancy or defect had existed, and as if such person had been duly appointed or qualified, provided the same be done before the discovery of the vacancy or defect.

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

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

- (1) Of all appointments of (a) officers and (b) committees made by the Directors.
- (2) Of the names of the Directors present at each meeting of the Directors.
- (3) Of the names of the members of the committees appointed by the Board present at each meeting of the committees.
- (4) Of all orders made by the Directors.
- (5) Of all resolutions and proceedings of the General Meetings of the Company.
- (6) Of all proceedings and resolutions of all meetings of the Directors.
- (7) Of all resolutions 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 the Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be; and all minutes purporting to be 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 Lee, Hedges & Company, 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 for 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. 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.

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, 1866," 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 (if any) which the Directors recommend should be paid out of the profits by way of dividend or bonus to the Shareholders.

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

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, 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. 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.

DIVIDEND, 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, 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 sums 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 purpose 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 or 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. The Company in General Meeting may from time to time determine that any moneys, investments, or other assets representing or forming part of its undivided profits including those standing to the credit of any reserve fund or in the hands of the Company and available for dividend or representing premiums on any issue of shares or loan capital or of any profits arising from the sale of property in excess of the value at which such property stands in the capital account or arising from any other operation creating an excess of assets on capital account and carried to reserve shall be capitalized and may resolve that the same be set free for the purpose of distribution among the Shareholders according to their rights and interests on the footing that they became entitled thereto as capital and that all or any part of such capital fund be applied in paying up (in full or in part) any unissued shares of the Company or any debentures, debenture stock, bonds, or other obligations of the Company and that the said shares, debentures, debenture stock, bonds, or other obligations fully or partly paid up be distributed among the Shareholders as aforesaid, and be accepted by them in full satisfaction of their interest in the 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 fractions of less value than Rs. 10 may be disregarded or paid in cash in order to adjust the rights of all parties and may vest any such specific assets or cash in trustees upon such trusts for the persons entitled to the capitalized fund as may seem expedient to the Directors. Provided that no such distribution shall be made, unless recommended by 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. Any dividend or bonus unclaimed by any Shareholder for three years after having been declared may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the Reserve Fund.

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.

151. 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.

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.

154. Any notice, if sent 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.

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

EVIDENCE.

156. At 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, or the appointment of the Directors who made any call, or that a quorum of Directors was present at the Board at which any call was made, or that the meeting at which any call was made was duly convened or constituted, or 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 preferential 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 preferential, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section (6) of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

ESUFALI MOHAMEDBHOY.

ADAMALY MOHAMEDBHOY (E. G. ADAMALY).

FAZALABAS GOOLAMHUSEIN.

H. ESUFALLY.

K. ADAMALY.

Witness to the signatures of ESUFALI MOHAMEDBHOY, ADAMALY MOHAMEDBHOY, FAZALABAS GOOLAMHUSEIN, H. ESUFALLY, and K. ADAMALY, at Colombo, this 26th day of March, 1928:

A. LOUIS DE WITT.
Proctor, Supreme Court, Colombo.

C. S. BURNS.

J. W. OLDFIELD.

Witness to the signatures of C. S. BURNS and J. W. OLDFIELD, at Colombo, this 30th day of March, 1928:

A. LOUIS DE WITT.
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE BRISTOL BUILDING COMPANY, LIMITED.

- Third Publication*
1. The name of the Company is "THE BRISTOL BUILDING 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, take on lease, or otherwise acquire or to acquire the control of or any interest in and to take over, work, and develop the Bristol Building situated in the Fort of Colombo.
 - (b) To lay out the lands of the Company, and to erect or cause to be erected, houses, flats, hotels, warehouses, stores, shops, offices, and buildings of any kind; and to pull down, re-build, enlarge, or alter and improve existing houses, buildings, or works thereon, to convert and appropriate any such lands into and for roads, streets, squares, gardens, and pleasure grounds and other conveniences, and generally to deal with and improve the property of the Company.
 - (c) To carry out in the Island of Ceylon and elsewhere business as proprietors of flats, hotels, and shops, and to let on lease or otherwise apartments therein, and to provide for the tenants and occupiers thereof all or any of the conveniences commonly provided in hotels or clubs, hotel and restaurant keepers, licensed victuallers, theatrical agents, box office keepers, concert room proprietors, dramatic and musical publishers and printers, and any other business which can be conveniently carried on in connection with any of those objects as may seem calculated to render profitable any of the Company's property and rights for the time being.
 - (d) To carry on in the Island of Ceylon and elsewhere the trade or business of purchasing, hiring, or otherwise acquiring motor cars, motor vans, buses, motor cycles, cycle cars, motors, scooters, cycles, bicycles, carriages, carts, trucks, launches, boats, vans, aeroplanes, hydroplanes, and other vehicles and conveyances of all kinds; to purchase, take in exchange, hire or otherwise acquire and hold boat, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, acquire and hold live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water of proprietors of docks, wharves, jetties, piers, warehouses, and boats, and of tug owners and wharfingers for the purpose of landing and shipping passengers or luggage or otherwise; and all machinery, materials, component parts, accessories, and fittings of all kinds applicable or used as accessory thereto and of letting or supplying all or any of the things hereinbefore specified, and of repairing and maintaining the same respectively, whether belonging to this Company or not, and of selling, exchanging, or otherwise dealing in the same respectively, or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (e) To carry on in the Island of Ceylon and elsewhere the business of manufacturers and dealers in motor cars, boats, aeroplanes, and accessories thereof; of garage-keepers and suppliers of and dealers in petrol, electricity, and other motive power to motors and other things mentioned or referred to in the clause (d) hereof, and in this clause.
 - (f) To carry on in the Island of Ceylon and elsewhere business as tourists' agents and contractors, and to facilitate travelling, and to provide for tourists and travellers, or promote the provision of conveniences of all kinds in the way of through tickets, circular tickets, sleeping cars or berths, reserved places, hotel and lodging accommodation, guides, safe deposits, inquiry bureaux, libraries, lavatories, reading rooms, baggage transport, and otherwise.
 - (g) To carry on in the Island of Ceylon and elsewhere the business of tobacconists, cigar, cigarette, and snuff manufacturers and merchants, hair dressers and buyers, sellers, manufacturers, importers, exporters, and dealers of or in tobacco, cigars, cigarettes, snuff, pipes, matches, fuses, lights, walking sticks, umbrellas, tins, canisters, cardboard and other boxes, hair and other brushes, combs, razors, scissors, soap, sponges, and other toilet requisites, newspapers, periodicals, magazines, playing cards, and fancy goods and articles of every description.
 - (h) To carry on in the Island of Ceylon and elsewhere business as jewellers, gold and silver smiths, dealers in China, curiosities, articles of vertu, coins, medals, bullion and precious stones, and as manufacturers of and dealers in gold and silver plate, plated articles, watches, clocks, chronometers, and optical and scientific instruments and appliances of every description, and as commission agents and general merchants.
 - (i) To establish in the Island of Ceylon and elsewhere shops, refreshment rooms, and depôts for the sale of bread, biscuits, and other farinaceous goods and products, tea, coffee, cacao, milk, aerated and mineral waters, cordials, tobacco, cigars, cigarettes, confectionery, cakes, buns, potted meats, table delicacies, and any other provisions, goods or drinks, and to carry on at such place or places or elsewhere the business of bakers, millers, tea merchants, ice merchants, restaurant, refreshment room, tavern, inn, and lodging-house keepers or proprietors.
 - (j) To carry on business, and to act as merchants, traders, commission agents, shipowners, carriers, or in any other capacity in the Island of Ceylon and elsewhere, and to import, export, buy, sell, barter, exchange, pledge, make advances upon, or otherwise deal in goods, produce, articles, and merchandise, by wholesale or by retail.
 - (k) To carry on in the Island of Ceylon and elsewhere the business of holders of exhibitions and dealers in pictures, and makers and sellers of picture frames, artists' colours, oils, paints, paint brushes, and other instruments, articles, and ingredients relating to any such business; of publishers, book and print sellers, newspaper and magazine proprietors, art journalists, machine, letter-press, copper-plate, lithographic, electrotype, and other printers and engravers, advertisement agents, and purchasers and sellers of copyrights, pictures, books, music, and songs; of printers, engravers, publishers, book and print sellers, book-binders, and art journalists in all their branches; of newspaper and magazine proprietors, news agents, journalists, literature agents, and stationers in all their branches; and of manufacturers and distributors of and dealers in engravings, prints, pictures, drawings, and any written, engraved, painted or printed productions in all their branches.
 - (l) To carry on in the Island of Ceylon and elsewhere business as refreshment contractors, restaurant keepers, refreshment room proprietors, sugar and sweetmeat merchants, farmers, dairymen, fruiterers, grocers, provision merchants, licensed victuallers, wine and spirit merchants, and tobacconists; to buy, sell, manufacture, and deal in refreshments and consumable stores of all kinds, and to carry on business as manufacturing chemists and ice merchants; to manufacture and deal in stalls, carts, and barrows, for use in the sale of refreshments.

- (m) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
- (n) To purchase, lease, take in exchange, hire, or otherwise acquire or to enter into any agreement for the purchase, lease, exchange or hire of 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.
- (o) To clear, open, plant, cultivate, improve, and develop the said properties or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as tea and rubber 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, cocoa, cardamom, rice, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
- (p) 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.
- (q) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory or factories 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.
- (r) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (q), or for the manufacture and preparation for market of tea, rubber, or any other produce, in such or any other factory.
- (s) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cocoa, 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.
- (t) 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.
- (u) 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.
- (v) 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.
- (w) To establish and maintain in Ceylon and 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.
- (x) To cultivate, manage, and superintend estates and properties in Ceylon and 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 business of agents of any kind.
- (y) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rates as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (z) To carry on in the Island of Ceylon and elsewhere all or any of the following businesses, to wit:—Booksellers, stationers, and advertising agents, money changers, dealers in exchange and currency, manufacturers of and dealers in furniture, suppliers of provisions both solid and liquid refreshment, caterers and contractors, carriers of passengers and goods by land, water, or air, forwarding agents, merchants, exporters, importers, traders, engineers, and any other business or businesses which can or may be conveniently carried on in connection with any of them.
- (z 1) 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.
- (z 2) 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, or re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote or assist in the formation, constitution, or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (z 3) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon and elsewhere.
- (z 4) To lend money on any terms and in any manner and on any security and in particular on the security of land, buildings, plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, or book debts, or without any security at all.
- (z 5) To borrow or raise money for the purpose 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.

- (z 6) 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.
- (z 7) 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.
- (z 8) 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 9) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (z 10) To sell, let, lease, undertake, exchange, surrender, transfer, deliver, charge, mortgage, or dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (z 11) To pay for any lands 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 or partly paid up for such purpose.
- (z 12) To accept for 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.
- (z 13) 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 14) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them and in case of doubt as to what shall be so necessary, incidental conducive, or convenient as aforesaid, the decision of an extraordinary general meeting shall be conclusive,

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five million Rupees (Rs. 5,000,000), divided into Five hundred thousand (500,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions, and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares, in accordance with the regulations for the time being of the Company.

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

Names and Addresses of Subscribers.		Number of Shares taken by each Subscriber.	
ESUFALI MOHAMEDBOY, Colombo	One
ADAMALY MOHAMEDBOY (E. G. ADAMALY), Colombo	One
FAZALABAS GOOLAMHUSEIN, Colombo	One
H. ESUFALLY, Colombo	One
K. ADAMALY, Colombo	One

Witness to the signatures of ESUFALI MOHAMEDBOY, ADAMALY MOHAMEDBOY, FAZALABAS GOOLAMHUSEIN, H. ESUFALLY, and K. ADAMALY, at Colombo, this 26th day of March, 1928 :

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

C. S. BURNS, Colombo	.. ..	..	One
J. W. OLDFIELD, Colombo	.. ..	..	One

Witness to the signatures of C. S. BURNS and J. W. OLDFIELD, at Colombo, this 30th day of March, 1928 :

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE BRISTOL BUILDING 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 Bristol Building Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"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.

The "Register" shall mean the Register of Members to be kept as required by section 19 of "The Joint Stock Companies Ordinance, 1861," or any statutory modification thereof.

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

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

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

"Paid up" shall include "credited as paid up."

"Month" shall mean a calendar month.

"Secretary" shall include any person, firm or company, appointed to perform the duties of Secretary temporarily.

"Dividend" includes bonus.

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

Words which have a special meaning assigned to them in the statutes shall have the same meaning in these presents.

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 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 attorney (in cases where by these Articles proxies or powers of attorney are allowed) at any meeting of which notice specifying the intention to propose such resolution has been duly given.

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Five million Rupees (Rs. 5,000,000), divided into five hundred thousand (500,000) 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 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.

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 estate or estates, land or lands, or other property or properties, business or businesses, undertaking or undertakings acquired by the Company in payment of the whole or any part of the purchase price of any such estate or estates, land or lands, or other property or properties, business or businesses, undertaking or undertakings, 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 estates, land or lands, or other property or properties, business or businesses, undertaking or undertakings, acquired by the Company in payment of the whole or any part of the purchase price of any such estate or estates, land or lands, or other property or properties, business or businesses, undertaking or undertakings 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 a firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies in respect of shares registered in the name of the firm.

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

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

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

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

33. The Register of Transfers may be closed at such time 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 or curator of any infant Shareholder, or the manager of the estate 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, may, with the consent of the Directors, 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, and subject to the provisions herein contained, 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 thirty-six 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 thirty-six 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 but only among the Shareholders.

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 sum 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 holder-joint 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 may 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, India, or elsewhere abroad, sixty days' notice shall be allowed him.

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

50. If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes then the holders of any class of shares may, by an extraordinary resolution passed at a meeting of such holders consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith or having any priority thereto or to the abandonment of any preference of 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 as they may find necessary or expedient for the purposes of defraying the expenses of working the Company's properties, lands, or estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purpose of the Company, provided that the money so borrowed or raised and owing at any one time shall not without the sanction of a General Meeting exceed Rupees Five hundred thousand (Rs. 500,000).

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-fourth of the number of Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate one-fourth part of the shares of the Company for the time being subscribed for.

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

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

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

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

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

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

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

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

68. If at the expiration of half an hour from the time appointed for the meeting, the required number of Shareholders shall not be present at the meeting, the meeting if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present, the 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 manager of the estate or other legal guardian or curator of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator of any deceased Shareholder, or any one of such persons as aforesaid, if more than one, shall not be entitled to vote in the place of such infant, lunatic, female, or deceased Shareholder, unless such person shall have been registered as a Shareholder.

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

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

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

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

83. The instrument appointing a proxy or attorney shall be deposited at the registered office of the Company not less than forty-eight hours before the time appointed for the holding of 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 Bristol Building 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 have been 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 interested in the result of the voting.

DIRECTORS.

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

87. The qualification of a Director shall be his holding in his own right at least ten thousand 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 of not exceeding Five thousand Rupees (Rs. 5,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time 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 Messrs. Esufali Mohamedbhoy, Adamaly Mohamedbhoy (also known as E. G. Adamaly), Hassanally Esufally, Fazalabas Goolamhusein, and Kurban Hussen Adamaly.

90. The said Esufali Mohamedbhoy, Adamaly Mohamedbhoy (also known as E. G. Adamaly), Hassanally Esufally, Fazalabas Goolamhusein, and Kurban Hussen Adamaly (herein sometimes called the life Directors) and the survivors and survivor of them shall hold office during the period of their natural lives so long as they respectively hold ten thousand fully or partly paid shares in the Company.

91. The other Director or Directors shall be elected at an Ordinary General Meeting of the Company, and shall retire at the following Ordinary General Meeting of the Company, but shall be eligible for re-election.

92. 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.

93. 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.

94. If any Director is 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.

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

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

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

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

99. The Company may, by a special resolution, remove any Director before the expiration of his period of office, and may, by an ordinary resolution, appoint another person in his stead. The Director so appointed shall hold office only until the Ordinary General Meeting next following.

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

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

DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

(a) If he accepts or holds any office or place of profit 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 or 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 provision of clause 98.

(f) If he ceases to ordinarily reside in Ceylon, or is absent from Ceylon, for a period of three consecutive months.

Provided however that clause (f) hereof shall not be taken to apply to the life Directors hereinbefore appointed.

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 Bristol Building and the lease, purchase, or acquisition of, any other lands, estates, or property as 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, or secretary or secretaries of the Company, to be appointed by the Directors subject to the provisions of Article 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 Bristol Building and otherwise in or about the working business of the Company.

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

106. The Director 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 law or ordinance or by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any law or 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 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 regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations 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 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 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 a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, 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 purpose thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or realize such investments.

- (f) To delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary, all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

112. The Directors may meet for the 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 is 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 may 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 committees respectively or any regulation imposed by the Board.

118. 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 or qualification of any Director or of any member of the committee, be as valid as if no such vacancy or defect had existed, and as if such person had been duly appointed or qualified, provided the same be done before the discovery of the vacancy or defect.

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

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

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

121. All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person who shall preside as the Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be; and all minutes purporting to be 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.

SECRETARIES.

122. The firm of Lee, Hedges & Company, Limited, shall be the first Secretaries of the Company.

ACCOUNTS.

123. 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 and at such place as the Directors think fit.

124. The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company or of any of them shall be opened for 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. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting.

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

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

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

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

AUDIT.

131. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, 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. 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 their 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.

DIVIDEND, 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; provided that 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 sums 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 purpose connected with the interests of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

142. The Company in General Meeting may from time to time determine that any moneys, investments, or other assets representing or forming part of its undivided profits, including those standing to the credit of any reserve fund or in the hands of the Company and available for dividend or representing premiums on any issue of shares or loan capital or of any profits arising from the sale of property in excess of the value at which such property stands in the capital account or arising from any other operation creating an excess of assets on capital account and carried to reserve shall be capitalized and may resolve that the same be set free for the purpose of distribution among the Shareholders according to their rights and interests on the footing that they became entitled thereto as capital and that all or any part of such capital fund be applied in paying up (in full or in part) any unissued shares of the Company or any debentures, debenture stock, bonds, or other obligations of the Company, and that the said shares, debentures, debenture stock, bonds, or other obligations fully or partly paid up be distributed among the Shareholders as aforesaid, and be accepted by them in full satisfaction of their interest in the 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 fractions of less value than Rs. 10 may be disregarded or paid in cash in order to adjust the rights of all parties, and may vest any such specific assets or cash in trustees upon such trusts for the persons entitled to the capitalized fund as may seem expedient to the Directors. Provided that no such distribution shall be made, unless recommended by 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. Any dividend or bonus unclaimed by any Shareholder for three years after having been declared may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

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. At 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 was made, entered in 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, or the appointment of the Directors who made any call, or that a quorum of Directors was present at the Board at which any call was made, or that the meeting at which any call was made was duly convened or constituted, or 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 preferential 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 the assets of the Company in exchange for shares in the purchasing Company either ordinary, fully paid, part paid, or preferential, 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 hereinafter written :

ESUFALI MOHAMEDBHOY.

ADAMALY MOHAMEDBHOY (E. G. ADAMALY).

FAZALABAS GOOLAMHUSEIN.

H. ESUFALLY.

K. ADAMALY.

Witness to the signatures of ESUFALI MOHAMEDBHOY, ADAMALY MOHAMEDBHOY, FAZALABAS GOOLAMHUSEIN, H. ESUFALLY, and K. ADAMALY, at Colombo, this 26th day of March, 1928 :

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

C. S. BURNS.

J. W. OLDFIELD.

Witness to the signatures of C. S. BURNS and J. W. OLDFIELD, at Colombo, this 30th day of March, 1928 :

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

The Galkandawatte Tea Company, Limited.

NOTICE is hereby given that the Sixth Annual Ordinary General Meeting of the Shareholders of this Company will be held on Tuesday, May 22, 1928, at noon, at the registered office of the Company, 6, Prince street, Fort, Colombo.

Business.

1. To receive the report of the Directors and statement of accounts to March 31, 1928.
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 May 7 to 25, 1928, both days inclusive.

By order of the Directors,

J. M. ROBERTSON, & Co.,
Agents and Secretaries.

Colombo, May 2, 1928.

Peradeniya (Ceylon) Chocolate Company, Limited.

NOTICE is hereby given that the Seventh Annual Ordinary General Meeting of Shareholders will be held at the Factory, Peradeniya, on Saturday, May 12, 1928, at 11 A.M.

Business.

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

By order of the Directors,

J. W. MAXWELL JOHNSTONE,
Managing Director.

May 2, 1928.

Fentons, Limited.

NOTICE is hereby given that the Eighth Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, 1, Union place, Colombo, on Friday, May 25, 1928, at 3.30 P.M.

Business.

1. To receive and adopt the report and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect Directors.
4. To elect 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 May 12 to 23, 1928, both days inclusive.)

E. THOMSON,
Secretary.

May 8, 1928.

The Arkande Estate Company of Ceylon, Limited.

NOTICE is hereby given that the Thirty-second Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Tuesday, May 22, 1928, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ended March 31, 1928.
2. To declare a final dividend.
3. To elect a Director.
4. To appoint Auditors for the year 1928-29.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from May 12 to 25, 1928, both days inclusive.

By order of the Directors,

LEWIS BROWN & Co., LTD.,
Agents and Secretaries.
Colombo, May 8, 1928.

The Ceylon Motor Transit Company, Limited.

NOTICE is hereby given that the Seventh Ordinary General Meeting of the above-named Company will be held at the registered office of the Company, Borella, Colombo, on Wednesday, May 23, 1928, at 4.30 P.M.

Business.

1. To receive the statement of accounts to June 30, 1927.
2. To elect Directors and Auditors and to transact any other business that may be duly brought before the Meeting.

By order of the Directors,

W. P. CONDERLAG,
Secretary.

Colombo, May 9, 1928.

Auction Sale.

Two Valuable Houses called Glenfield, Kynsey Road, and Siri Vimana, Borella Cross Road, Colombo.

In the District Court of Colombo.

Walker Sons & Co., Ltd., Colombo Plaintiffs.
No. 25,814. Vs.

(1) H. Mabel Fernando Vimala Gunawardene and her husband (2) Semage Simon Hendrick Fernando, both of Siri Vimana, Borella Cross road, Colombo Defendants.

UNDER and by virtue of the commission and decree issued to me in the above case, I shall offer for sale by public auction on Wednesday, June 6, 1928, at 4.30 P.M., at the spot:—

All the allotment of land marked A in the plan hereafter referred to, with the buildings standing thereon called and known as Glenfield, bearing assessment No. 27, situated at Kynsey road, within the Municipality and District of Colombo, Western Province; bounded on the north-east by portion marked C in the said plan, on the south-east by portion marked B in the said plan, on the south-west by Kynsey road, and on the west and north-west by premises bearing assessment No. 7 called Conniston; containing in extent 2 roods and 13 perches, according to plan dated July 5, 1905, made by Chas. A. O. Buyzer, Licensed Surveyor and Leveller, and which said allotment of land marked A is a divided and defined portion from and out of all that allotment of land, with the two bungalows thereon, called and known as Glenfield, bearing assessment No. 27, Kynsey road, and Siri Vimana, bearing assessment No. 1, Borella Cross road, situated along Kynsey road, Ward place, and Borella Cross road, within the Municipality and in the District of Colombo, Western Province; and bounded on the north-east by premises bearing assessment No. 19, called Sirivasa, on the north-west by premises bearing No. 7, called Conniston, on the south-west by Kynsey road, on the south-east by Borella Cross road, and on the south by road called Ward place; containing in extent 1 acre 2 roods and 21 perches, as per the said plan dated July 5, 1905, made by Charles A. O. Buyzer, Licensed Surveyor.

For inspection of title deeds and other particulars, please apply to Messrs. De Vos & Gratiaen, Proctors and Notaries, Colombo.

J. G. VANDERSMAGT,
of

19, Baillie street, Fort.
Phone: 289. A. Y. DANIEL & SON,
Tel: "Lions" Colombo. Auctioneers and Brokers.

Auction Sale.

Two Allotments of Land situate in the Udugaha Pattu of Siyane Korale.

D. C., Colombo, No. 26,128.

Harry Peter Coomes Plaintiff.

Ahamado Lebbe Hamed Lebbe of Attanagalla, Veyangoda, in Colombo Defendant.

AN allotment of land called Maligatenne in the village of Hampola in Attanagalla, Udugaha pattu of Siyane korale; in extent of 8 acres 2 roods and 9 perches.
2. An allotment of land called Tibbotulanda at Wanduramulla in Udugaha pattu of Siyane korale; in extent 19 acres 2 roods and 29 perches.

and by virtue of a commission issued to me in the above-mentioned case, I will sell by public auction the two allotments of land enumerated above which are on the Veyangoda-Ruvanwella road and planted in coconut at York House, York street, Fort, Colombo, on Tuesday, June 5, 1928, at 3.30 P.M.

N.B.—For inspection of title deeds please apply to Messrs. De Vos & De Saram, Proctors and Notaries, Upper Chatham street, Fort, Colombo.

Tel.: No. 101.
Telgs.: "Hillside."

F. J. HILLS,
Auctioneer and Broker.

Auction Sale.

*A Splendid Opportunity for the Capitalist
Yielding a Monthly Rental of Rs. 800.*

PREMISES bearing assessment Nos. 57, 58, 59, and 60 Wolfendahl street, Colombo, presently bearing assessment Nos. 52, 53, 54, 55, 56, and 62, Gintupitiya street, Colombo, and the garden adjoining consisting of 58 tenements called and known as Costapal totum, situated at Gintupitiya street, near the New Municipal Child Welfare Clinic, containing in extent 24,221 square perches, will be sold by public auction on Friday, June 8, 1928, at 4.30 P.M., at the spot, under commission issued to me in case No. 25,166, D. C., Colombo, for the recovery of the sum of Rs. 73,606.91, interest, and costs of suit.

For title, deeds, &c., please apply to S. Somasunderam, Esq., Proctor and Notary, Colombo, or to me—

B. D. AMIT,
Auctioneer and Broker.

Auction Sale.

UNDER mortgage decree D. C., Colombo, No. 25,588, I shall sell by public auction on Saturday, May 26, commencing at 3 P.M., at the firstly mentioned land (1) undivided 1/2 share of Bogahawatta at Gotatuwa, in the Talenpaha, Alukuru kele, extent 4 acres 1 rood and 38.34 perches, and (2) land called Othkettiya, Kurugahawatta, and Estu, Talenpaha, at Gotatuwa, extent 1 acre 1 rood and 22.4 perches.

46 Belmont street,
Colombo; May 2, 1928.

H. J. F. ROBERTS,
Auctioneer and Broker.

Auction Sale.

UNDER and by virtue of the commission issued by the District Court of Colombo, in case No. 19,457, I shall put up for sale by public auction at my rooms, Noorani Villa, Colpetty, the following lands situated at Jaffna on Tuesday, June 5, 1928, at 5 P.M. :—

(1) All the lands called Alakkai and Angavaal adjoining each other and forming one property, containing in extent 20 lachams paddy cultivation together with the well therein, situate at Mahayapitiya in the parish of Pandisiteruppu of Valigamam West, in the District of Jaffna, Northern Province, of the Island of Ceylon; and bounded on the east by lands belonging to Annappillai, wife of Veera Karthy, Amarasingam and Valliammi, wife of Kumarsingam, on the north by the land belonging to Valliammi, wife of Kumarsingam, and the drain, on the west by lands belonging to the late Vallipuram Sannathar Ambalavanar and Maviddaram Kadasamy temple, on the south by the lands and drains belonging to Maviddaram Kadasamy temple, and the lands belonging to Annappillai, wife of Veera Karthy, and Sinnathamkam, wife of Sinnathamby.

(2) One-fourth share out of the land called Amboliatharai, containing in extent 35 lachams paddy culture, with the palmyra trees thereon, situate at Sandilipay, in the parish of Manipay of Valigamam West aforesaid; and bounded on the east by land belonging to Ponna Perampalam, and on the north and west by lane, on the south by lands belonging to Amarasingam Manikavasagar Sollechipillai, widow of Suppramanian Sanmugem Pararasingam, and co-owner, and Qolakathi wife Kasi Nagamani.

(3) One-half share out of all that land called Alluni, containing in extent 37 lachams of paddy culture, with the house, well, and the cultivated plant thereon, situate at Sandilipay aforesaid; and bounded on the east by land belonging to Naganathar Velupillai and co-owners, on the north by lands belonging to Valliammapillai, widow of Sabapathipillai Sellamuttu, wife of Sinniah Ambalavanar Vaillipuram, and co-owners, on the west by land belonging to Sinnachipillai, wife of Ponnampalam, and co-owners, on the south by land belonging to Theivannapillai, wife of Rajasooriar, and by lane.

(4) An undivided 1/2 share out of the land called Sathavallai containing in extent 10 lachams varegu culture, with palmyra, margosa, and tamarind trees, together with 1/2 share of well and right of way on the north boundary of land belonging to Thevanapillai, wife of Nitsinghe, situate at Sandilipay aforesaid; and bounded on the east by minor lane, on the north by land of Katpagam, widow of Kanagasabai, on the south and west by lane.

(5) An undivided 1/2 share out of the land called Sathavallai, containing in extent 9 lachams varegu culture, situate in Sandilipay aforesaid; bounded on the east by land belonging to Thevanipillai, wife of Netsinghe, on the west by minor lane, on the south by lane.

(6) An undivided 1/2 share out of the lands called Veivitkulam, Pallevevitkulam, Kalliadi, Kalveddi, adjoining each other and forming one property, containing in extent 4 1/2 lachams varegu culture, and 5 1/2 lachams paddy culture, together with the share and right of way to the well, on the east by the land belonging to Sivagamypillai, wife of Sinnappoo, situate at Sanguvally, in the parish of Uduvil of Valigamam North, in the District of Jaffna, Northern Province; and bounded on the east by drain, on the north by the land belonging to Ambalavanar Muthucumar and brothers, and on the west by pond, on the south by land belonging Sabapathiar Appoccutty and Achipillai, wife of Ambalavanar.

(7) An undivided 1/2 share out of the land Thurainthodam, containing in extent 13 1/2 lachams varegu culture, together with trees of spontaneous and cultivated growth, situate at Sanguvally, in the parish of Uduvil aforesaid; and bounded on the north by the land belonging to Maruthan Murukan, on the north by the land belonging to Kanther Kanagasabai, on the west by lane, on the south by the land belonging to Veravi Sinnaddy and Thovanai, wife of Nallathamby.

Further particulars from—

Phone: 1681.
Noorani Villa,
Colpetty, May 9, 1928.

R. C. Mc. HEYSER,
Auctioneer.

Auction Sale.

Property in a High Class Locality, Conveniently Situated.
UNDER instructions from the executor of the estate of the late George Peterson, Esq., case No. 3,584, Testamentary, D. C., Colombo, I shall sell by public auction, premises Nos. 121^a 91/3, and 121^a 91/2, Fifth Lane, Colpetty, in extent 1 rood and 18 perches, on Saturday, May 26, 1928, at 3 P.M., at the spot. This property consists of a charming bungalow, with all modern conveniences, and a small residence—Ample space for extension. For full particulars, deeds, &c., please apply to T. H. Jansz, Esq. Proctor and Notary, Hulftsdorp.

Belmont street, Hulftsdorp, Auctioneer and Broker.

Auction Sale.

Valuable Properties at Dahanpahuwa, Bokalagoda, Sapalana, and Ganegoda in the District of Negombo.

UNDER decree in case No. 2,057, D. C., Negombo, entered in favour of the plaintiff Una Lana Wana Wana Ramaswami Chetty, by his attorney, Savanna Wana Muttualagan Puna against the defendant Vithanage Marthelis Perera, Police Headman, of Dahanpahuwa, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 7,605, with interest on Rs. 5,850 at 18 per cent.

per annum from November 14, 1927, till January 17, 1928, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full and costs of suit, we shall sell the under-mentioned properties mortgaged by bond No. 11,694 dated November 14, 1924, by public auction at the respective spots on Tuesday, June 5, 1928.

Commencing at 2 P.M.

1. The land called Marandapitiyewatta, situate at Dahenpahuwa and Bokalagama in Eldugaha pattu of Hapitigam korale in the District of Negombo, Western Province; containing in extent 14 acres and 2 roods, together with the tiled house and other buildings thereon.
2. The land called Diulgahawatta, situate at Dahenpahuwa aforesaid; containing about 1 kuruni of paddy sowing extent and the buildings standing thereon.
3. The undivided southern $\frac{1}{2}$ share of the land called Diulgahawatta, situate at Dahenpahuwa aforesaid; containing about 2 kurunies of paddy sowing ground.
4. The undivided western portion of 4 fathoms in breadth and 16 fathoms in length of the undivided $\frac{1}{2}$ shares of the portion of the land called Mahawatta, situate at Dahenpahuwa aforesaid, together with the buildings thereon.
5. The undivided $\frac{11}{36}$ shares of the land called Madathiyagahawatta, situate at Dahenpahuwa aforesaid; containing in extent about 1 parrah of paddy sowing ground and the buildings thereon.
6. The undivided $\frac{1}{2}$ shares of the field called Mahakumbura, situate at Dahenpahuwa aforesaid; containing about 10 kurunies of paddy sowing extent.
7. The undivided $\frac{1}{5}$ share of the land called Meegahawatta, situate at Dahenpahuwa aforesaid; containing in extent about $1\frac{1}{2}$ acres and the buildings thereon.
8. The undivided $\frac{1}{5}$ share of the field called Kanatipeliya, situate at Dahenpahuwa aforesaid; containing about 5 kurunies of paddy sowing extent.
9. The field called Ambelamekumbura, situate at Dahenpahuwa aforesaid; containing in extent 2 acres 2 roods and 15 perches.

At 4.30 P.M.

10. The field called Mudadera, situate at Yapalana in Yatigahapattu of Hapitigam korale aforesaid; containing 8 kurunies of paddy sowing extent.

At 4.45 P.M.

11. The undivided $\frac{5}{7}$ shares of the field called Mecllagahakumbura, situate at Yapalana aforesaid; containing about 2 kurunies of paddy sowing extent.

At 5.15 P.M.

12. The field called Pallewewa, situate at Ganegoda in Yatigaha pattu aforesaid; containing about 1 bushel and 2 pecks of paddy sowing extent.

Further particulars from Messrs. Ranasinghe & Rahiman, Proctors, Supreme Court, and Notaries, Negombo, or—

M. P. KURERA & Co.,
Auctioneers.

Negombo, May 1, 1928.

Auction Sale.

Several High Lands, Fields, and Houses at Ragama and Maharekandaliyaddakawa in the District of Colombo.

UNDER decree in case No. 584 entered in favour of the plaintiff, P. R. S. K. N. Narayanan Chetty, by his attorney en pupiah Palle of Negombo, against the defendants (1) Dionysions de Abrew Abeysinghe of Ragama and (2) Maria Ejustina Perera Amerasekera Siriwardena, also of Ragama, widow of the late James de Abrew Abeysinghe, and by virtue of an order to sell issued to us for the recovery of the sum of Rs. 16,000, with interest thereon at 18 per cent. per annum from February 6, 1924, till February 14, 1927, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, less a sum of Rs. 500, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 2,295 dated November 5, 1923, and attested by

S. K. Wijayaratnam, Notary, by public auction, at the respective spots on Wednesday, June 6, 1928, to wit:—

Commencing at 2.30 P.M.

1. All that divided $\frac{1}{2}$ share of the land called Ketakalahawatta, situate at Ragama in Ragama pattu of the Alutkuru korale in the District of Colombo, Western Province; the said divided $\frac{1}{2}$ share is in extent about 3 acres, with the buildings thereon, excluding therefrom a portion of land in extent 1 rood.
2. From and out of the land called Thalghawatta, situate at Ragama aforesaid; containing in extent about 8 acres, excluding therefrom a portion in extent 5 acres on the north-eastern side and another portion in extent 2 roods, the remaining portion of land, with the buildings thereon.
3. All that land called Thalghawatta alias Hapugadeniyawatukebella, situate at Ragama aforesaid; containing in extent about 4 acres, with the buildings thereon.
4. All that land called Thalghawatta, situate at Ragama aforesaid; containing in extent about 1 acre and 2 roods, with the buildings thereon, excluding the portion acquired by the Crown.
5. All that allotment of high and low land called Welipatha, situate at Ragama aforesaid; containing in extent 12 acres more or less, with the buildings thereon.
6. All that allotment of land called Nagahalandakotasa, situate at Ragama aforesaid; containing in extent 10 acres more or less, with the buildings thereon, excluding the portion acquired by the Crown.
7. The undivided $\frac{1}{2}$ share from and out of the undivided $\frac{1}{2}$ share of the 5 contiguous portions of lands called Delgahawatta, Kahatagahawatta, Kajugahawatta, Millagahawatta, Kalawadugahawatta, now forming one land and known as Illawatta, situate at Maharekandaliyaddakawa in Adikari pattu of Siyane korale in the District of Colombo aforesaid; containing in extent about 24 acres, with the buildings thereon.
8. All that allotment of high and low land called Lavalugahakumbura, situate at Ragama aforesaid; containing in extent $1\frac{1}{2}$ acres more or less, with the buildings thereon.
9. All that allotment of field called Gorakagahaliyadda, situate at Ragama aforesaid; containing in extent 6 acres of paddy sowing ground more or less.

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

Negombo, May 7, 1928.

M. P. KURERA & Co.,
Auctioneers.

Auction Sale.

Properties at Lansigama and Katuneriya in the District of Chilaw.

UNDER decree in case No. 1,666, D. C., Negombo, entered in favour of the plaintiff, Kana Nana Kana Rawanna Mana Nana Palle of Negombo, against the defendant, Jayasuriyawardena Perera of Katuneriya, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 6,630, with further interest, and costs of suit, we shall sell the under-mentioned properties, mortgaged as secondary mortgage by bond No. 2,884 dated November 16, 1925, and attested by S. K. Wijayaratnam, Notary, by public auction at the respective spots on Thursday, June 7, 1928, to wit:—

At 3 P.M.

1. From and out of all that divided $\frac{1}{10}$ share of the land called Talghayaya, situate at Lansigama in Meda palata of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 16 acres, the undivided portion to the east of the Colombo-Chilaw road passing through the land, with the buildings standing thereon.

Commencing at 3.30 P.M.

2. From and out of the divided portion of the land called Bulugahawatta, in extent 5 acres, situate at Katuneriya in Kammal pattu of Pitigal korale aforesaid; containing in extent 2 acres and 3 roods, excluding the portion in extent 55 coconut trees plantable ground divided by possessed by Paulu Fernando towards the western boundary,

the remaining portion of land which is now dividedly possessed, containing in extent about 2 acres and 13½ perches.

3. The undivided portion towards the north-west, in extent 100 coconut trees plantable ground, from and out of the land called Kosgahawatta, situate at Katneriya aforesaid; containing in extent 9 acres and 24 perches.

4. The undivided northern ⅓ shares of the land called Madangahawatta and the therein adjoining Divulgahawatta, situate at Katneriya aforesaid; the said entire land is in extent about 2 acres, with the buildings standing thereon.

Further particulars from Messrs. Ranasinghe & Rahiman, Proctors and Notaries, Negombo, or—

M. P. KURERA & Co.,

Negombo, May 7, 1928. Auctioneers.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 2,227, D. C., Negombo, in favour of Muttu Kana Awenna Veena Sena Thene Nalalthamby Chetty of Negombo against Palliyarallage Don Siyadoris Almada of Haththiniya for the recovery of the sum of Rs. 5,677-50, together with further interest and costs, and the order to sell issued to me in the said case, I shall sell by public auction on Saturday, June 2, 1928, the following properties as follows:—

At 1 P.M.

1. All that land called Siyambalegahawatta at Haththiniya in Yatakalam pattu of Pitigal Korale in Chilaw District, North-Western Province; in extent about 48 coconut trees plantable ground of 3 roods and 24 perches together with the buildings and plantations thereon.

At 4 P.M.

2. All that divided portion of the land marked "B" in plan No. 502 dated January 9, 1924, made by L. R. Jayamanna, Surveyor, from and out of the several contiguous portions of land called Palugahawatta at Thoduwawa in Yatakalam pattu aforesaid; extent 8 acres 3 roods and 16 perches, together with buildings and plantations thereon.

For further particulars apply to H. P. Silva, Proctor, Supreme Court, and Notary Public, or to me—

K. H. PERERA,

Licensed Auctioneer.

Negombo, April 25, 1928.

Auction Sale.

In the District Court of Kandy.

J. D. Davith Appuhamy of Kobbekaduwa..... Plaintiff
No. 35,647. Vs.

S. A. M. Brampy Silva Appuhamy of Kalugala..... Defendant.

UNDER instructions received from the plaintiff and under authority from court, I shall sell by public auction on Thursday, May 31, 1928, at 9 P.M., at the spot, all that northern portion of 1½ amunams paddy sowing extent out of Badakanda of 15 amunams paddy sowing in the whole, situate at Kalugamuwa in Ambagamuwa korale of Uda Bulatgama, Kandy District, Central Province.

For particulars please apply to H. A. C. Wickramaratne, Esq., Proctor, Kandy, or to me—

K. EDMUND PERERA,

8, Colombo street, Kandy. Auctioneer and Broker.

Auction Sale.

UNDER mortgage decree in D. C., Kandy, Case No. 35,738, entered in favour of the plaintiff, G. Johnston of Urugala, against the defendants, R. C. W. M. Richard Nugawela of Kehelwatugoda and another. I shall sell by public auction at the respective spots, commencing at 12 noon on Saturday, June 2, 1928:—

1. Yakaluhemayaya estate situate at Kehelwatugoda in Beligal korale, Kegalla District; containing in extent 49 acres 2 roods.

2. All those lands called Badahelayahena and Boraluwahena, comprising of 4 allotments of land adjoining each other and now forming one property, situate at Batuwatte in Beligal korale aforesaid; containing in extent 11 acres 22 perches.

3. Kurukeppetiyamukalana of 8 acres 34 perches in extent, situate at Pitawela in Beligal korale aforesaid.

4. An undivided ⅓ part out of all that land called Kekunalanda, marked C, coloured pink, in plan made by E. A. Jayawickrema, Licensed Surveyor (the same being a defined one-third part of the land comprised and described in title plan No. 221,684), situate at Batuwatta aforesaid; in extent 31 acres 3 roods 17-33 perches.

5. The land called Amunutuduwakumbura of 1 amunam paddy sowing extent, situate at Kehelwatugoda aforesaid.

6. The field Irawelakumbura of 3 pelas paddy sowing extent, situate at Kehelwatugoda aforesaid.

For further particulars apply to Messrs. Silva & Coomaraswamy, Proctors, Kandy, or to—

A. R. WICKREMASEKERE,

No. 117, Trincomalie street, Kandy. Auctioneer.

Auction Sale under Mortgage Decree, D.C. No. 24,291.

In the District Court of Galle.

BY virtue of the commission issued to me in the above case, I shall offer for sale by public auction the following property on Saturday, May 26, 1928, at 2.30 P.M., at the spot, to recover the principal, interest, and costs of suit due to the plaintiff in the above case:— (a) All that tiled house bearing Municipal assessment No. 953 and the other buildings appertaining thereto; and (b) all that undivided 1½ part of the soil and trees of the defined portion of the land called Sattambigevatta, exclusive of the strip of land along the northern boundary 1 foot wide and 100 feet end thereof and 2 feet wide at the eastern limit thereof, situate at Galupiadda, Galle; containing in extent 29 perches.

For further particulars please apply to J. A. Sethukaveler, Esq., Proctor and Notary, Galle, or to—

Sri Lanka Prabodhaya Office,
Galle, May 1, 1928.

D. G. RATNAPALA,

Auctioneer.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 24,631, D. C., Galle, in favour of Vena Kuna Navenna Narayanan Chetty of Galle, against (1) Pandigamage Ceciliana Hamme and (2) Ettiligoda Gemage Welun Appuhamy, both of Galle, and the order to sell issued therein, I shall sell by public auction on June 2, 1928, at 2.30 P.M., at the spot, the following property, bound and executable for the recovery of Rs. 393-42, with interest at 9 per cent. per annum from September 1, 1927, and costs of suit, viz:—

All that undivided 1½ + 1/14th part of the soil and trees of lot No. 6 of the land Yongawatta, situated at Habera-duwa in Talpe pattu of Galle, in extent 3 roods and 1¼ perches.

CHAS. M. GOONASEKERA,

Galle, May 7, 1928.

Auctioneer.

Auction Sale.

In the District Court of Jaffna.

Sollappah Sinnaturai of Tholpuram..... Plaintiff.

No. 23,019.

Vs.

(1) Mootatamby Vesuvanather and wife (2) Muttupillai of Sangana..... Defendants.

NOTICE is hereby given that on Saturday, June 2, 1928, commencing at 9 A.M., will be sold by public auction at the premises the right, title, and interest of the defendants for the recovery of Rs. 659-25, with interest on Rs. 500, costs, and pondage, viz:—

All that piece of land situated at Pandatharuppu in the Parish of Pandatharuppu in the Division of Valigamam West, in the District of Jaffna, of the Northern Province, called Sathurankanallai and Sooliyavudai and other parcels in extent 9 lachams p. c., with share of the well lying in the eastern boundary; and bounded on the east by the properties of Murugar Valupillai and Sinnappillai, daughter of Valupillai and shareholders, north by the property of Kuncharam, wife of Ilayathamby, west by

the property of Periyathamby Ponampalam, and south by the property of Murugar Velupillai; of this exclusive of the share belonging to the said Sinnappillai daughter out of the said share of well and way and water-course.

May 3, 1928.

V. A. DURAYAPPAH,
Commissioner.

Auction Sales under Mortgage Decree.

Properties of Puliantivu and Karayakantivu in Mannunai Pattu and in Sittandykudiruppu in Eravur Pattu in the District of Batticaloa.

UNDER decree entered and by virtue of commission issued to me from the District Court of Batticaloa in case No. 6,266, I shall sell by public auction the following property, to wit:—

On Saturday, June 2, 1928, commencing at 3.30 P.M., at the spot.

The northern share bearing assessment No. 4A and the southern share bearing assessment No. 4, both being contiguous and forming into one block, out of the eastern share of the garden called Periatottam, situated at Angle street in Puliantivu in Mannunai pattu in the District of Batticaloa, Eastern Province, together with the house and other produce thereof, all the right, title, and interest thereto; presently bounded on the north by the dowry garden of Chandappa Thangapillai, wife of Chellar, east by land, sea, and road, and west by the property belonging to the heirs of the late S. Thangamby Anniah; and containing in extent of which the south 31 fathoms and east to west 14 fathoms. Out of this an undivided one-half share, excluding a right of life interest in favour of S. Thangapillai and C. Chelliah.

On Tuesday, June 5, commencing at 8.30 A.M., at the spot.

2. A paddy field composed of the contiguous allotments of lands called Nedankarachaivalavayakulam, Kaithattu, and Nedankarachai, all forming into one block, situated at Karayakantivu, also called Vedankarachai, in Mannunai pattu in the District of Batticaloa, Eastern Province, together with house and all the right, title, and interest thereto belonging; bounded on the east by river and Crown land, north by Crown land and land of Kathar, south by Crown land and Chotayankattu, west by Crown land; and containing in extent 46 acres and 14 perches. Out of this an undivided one-half share.

On Saturday, June 2, 1928, commencing at 9.30 A.M., at the spot.

3. A coconut estate composed of the north-western shares of lots Nos. 11,785, 10,782, and 10,802 in extent 5 acres 2 roods and 6½ perches, 1 acre extent of land on the north-western side of the south-eastern share of the said lots, and lot No. 3,839 in extent 3 acres 3 roods and 28 perches, all being contiguous and forming into one block, situated at Sittandy Kudiruppu in Eravur pattu, in the District of Batticaloa, Eastern Province, together with

house, well, coconut trees, and all the right, title, and interest thereto; presently bounded on the north-west by reservation for road, south-west by the estate of Somanader Kannappen, north-east by the estate belonging to the heirs of the late Somar Mylvaganam and the late W. R. Wambeek, south-east by reservation along the road; and containing in extent 10 acres 1 rood and 34½ perches. Out of this an undivided one-half share and all the right, title, interest, and claim whatsoever of the defendant in, to, upon, or out of the said several premises mortgaged by the defendant.

The above properties will be sold subject to a previous mortgage.

Batticaloa, April 24, 1928.
S. A. SELVANAYAGAM,
Auctioneer and Broker.

Auction Sale under Mortgage Decree.

Property at Chantivily in Koralai Pattu in the District of Batticaloa.

UNDER decree entered and by virtue of commission issued to me from the District Court of Batticaloa in case No. 5,894, I shall sell by public auction the following property on Saturday, June 2, 1928, commencing at 4 P.M.:—

A garden formed of lots Nos. 2,984, 1, and 659, situated at Chantivily in Koralai pattu, Batticaloa, Eastern Province, in extent 2 acres 1 rood and 25 perches, with boutique built of bricks, well, coconut trees, and other plantations and produce thereto belonging; bounded on the east by the property belonging to Nandiapper and his children and Chinnavon and property belonging to temple, south by property of T. Marimuttu and children, west by road, and north by property belonging to Sultan Saibu Moheydin Saibu. The whole land with all produce thereto.

Batticaloa, May 3, 1928.
S. A. SELVANAYAGAM,
Auctioneer and Broker.

Application for Enrolment as a Proctor.

I, FRANCIS FREDERICK OMMANNEY, presently of 1, Rosedale, Baybrook place, Colombo, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the said Court.

Colombo, May 1, 1928. FRANCIS F. OMMANNEY.

Application for Enrolment as an Advocate.

I, GNANASAKARAM WIGNARAJA of "Lincoln Inn," Barrister-at-Law, presently of "Mangalagiri," Kynsey road, Colombo do hereby give notice that six weeks hence from date hereof I shall apply to the Honourable the Supreme Court of the Island of Ceylon to be admitted and enrolled an Advocate of the said Honourable Court.

May 2, 1928.

G. WIGNARAJA.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

We hereby give notice that we have on April 11, 1928, applied to the Assistant Government Agent, Nuwara Eliya, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1929, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicant: Edward de Silva & Co., Talawakele.
Description of licence applied for: Retail licence.
State whether application is for renewal of existing licence or licences or for a new licence or licences: For renewal of existing licence.
Situation of premises to be licensed: No. 171, Bazaar street, Talawakele.

EDWARD DE SILVA & Co.,
Applicants.
T. AMARASURIYA,
Proprietor.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying at the Indian Goods Shed, Maradana, beyond the time allowed by law, will be sold by public auction on Tuesday, June 5, 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.
P. W. B. 16/28 of December 22, 1927 ..	Chidambaram ..	N. Kannakapulle ..	1 G'budle household articles
P. W. B. 1/15 of January 27, 1928 ..	Muthapet ..	Madanamuthu ..	1 parcel sundries
P. W. B. 72/92 of February 11, 1928 ..	Madura Jn. ..	M. K. Abbas ..	1 parcel
P. W. B. 2/88 of February 25, 1928 ..	Tirupur ..	J. Saverimuttu Chetty ..	1 parcel sundries
Invoice No. 469 of January 5, 1928 ..	Madras Beach ..	— ..	2 cases law books

H. M. Customs,
Colombo, May 1, 1928.

F. C. GIMSON,
for Principal Collector.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying at the Ceylon Wharfage Company's premises beyond the time allowed by law, will be sold by public auction on Tuesday, June 12, 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 :—

B 1 WAREHOUSE.				Number and Description of Packages.
Entry No. and Date. 1927.	Name and Date of Steamer.	From.	Marks and Numbers.	
F 1432 Nov. 18 ..	ss. Mahsud, Oct. 27 ..	London ..	U within a diamond and 4 outside	1 bale merchandise
B 2 WAREHOUSE.				
F 486 Nov. 5 ..	ss. Rheinfels, Oct. 10 ..	Hamburg ..	Eando 87 upon 1	1 case merchandise
F 2513 Nov. 24 ..	ss. Stolzenfels, Oct. 30 ..	do. ..	843 within a diamond and P P L 2900 around	do.
F 2917 Nov. 30 ..	do. ..	do. ..	S B within a diamond and S L M 32 outside	do.
F 516 Dec. 6 ..	ss. Barenfels, Oct. 21 ..	do. ..	C A C, M G upon S	do.
F 2090 Dec. 19 ..	ss. Seiyo Maru, Nov. 28 ..	Kobe ..	C Y U within a diamond	do.
T 1 WAREHOUSE.				
..	ss. Cranfield, Mar. 19 ..	Madras ..	S within a circle	2 bales coir yarn
..	ss. Otranto, Mar. 23 ..	Australia ..	Nil or Dorabja & Co.	1 case merchandise
..	Vessel unknown ..	..	..	2 bags rice sweepings
Lying in Verandah.				
..	Steamer unknown ..	..	{ Nil ..	1 bundle corrugated sheets
..	..	..	{ Nil ..	1 bag nails
Lying in Yard.				
..	ss. Bochum, June 27 ..	Batavia ..	B. P. Madras or various	10 drums lubricating oil
No. 9 WAREHOUSE.				
..	ss. Jalapa, Dec. 20 ..	New York ..	Goodyear ..	1 rubber tyre

H. M. Customs,
Colombo, May 8, 1928.

F. C. GIMSON,
for Principal Collector.

Certificate of Milk Analysis.

THE attention of importers of milk in any form is specially drawn to the regulations with regard to the instructions concerning dilution which should appear on the containers of condensed or dried milk imported into the Colony.

Directions regarding dilution should state clearly the proportions of dilution which will result in producing a fluid containing not less than 12.4 per cent. of milk solids (including less than 3.6 per cent. of milk fat). These instructions should appear in a conspicuous position and must at once catch the eye to the exclusion of any subsidiary directions.

Importers should further note that, as in England, the label appearing on the container should specify clearly what will be the volume of the mixture obtained when

the contents of the tin are diluted according to the above instructions.

Further, all importers when clearing importations of milk through the Customs must be prepared to produce for the information of the Customs authorities a certificate of analysis made by a qualified analyst. Importers are informed that in case of any doubt, the instructions issued by the Department of Public Health, England, will be taken as a guide in the interpretation of the Ceylon regulations. The Principal Collector is in general circumstances prepared to admit the importation into Ceylon of any form of condensed or dried milk which would comply with the regulations issued in England with regard to importations into the United Kingdom.

H. M. Customs,
Colombo, May 4, 1928.

F. C. GIMSON,
for Principal Collector.

WITH reference to the Notification dated April 13, 1928, appearing in the *Government Gazette* No. 7,639 of April 20, 1928, relating to the alteration of Births and Deaths Registration divisions of Yatalamatta and Mapalagama, in the Galle District, it is hereby notified that the persons whose names appear in the subjoined schedule have been appointed with effect from May 1, 1928, to be Registrars of Births and Deaths for the division noted opposite their names holding office in the places appearing in Column 3.

Registrar-General's Office,
Colombo, April 30, 1928.

C. COOMARASWAMY,
Registrar-General.

SCHEDULE.

1 Name of Registrar.	2 No. and Name of Registration Division.	3 Place of Office.
Don Marthenis Weerasekera ..	No. 30, Yatalamatta ..	Gankandewatta in Keppetiyagoda
Andrayas Gunasekera ..	No. 31, Mapalagama ..	Gulugahagodawatta in Aluttanayamgoda and Iddagodawatta in Nagoda

Sale of Ebony.

AN auction sale of the under-mentioned ebony will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, June 9, 1928, at 10 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per lot, and no advance of less than Re. 1 per lot will be accepted.
2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.
4. Buyers will be allowed to have the logs weighed at the depot premises, if so required, the cost of reweighing to be borne by such buyers. If any difference is found between the depot weight and the weight ascertained after reweighing, a certificate will be issued by this department showing the actual weight at the time of reweighing, provided the buyers require such certificate for export purposes. But no allowance will be made for any shortage when making payment, the logs being sold by auction at a rate per lot and not per ton.
5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.
6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit, which shall accrue to Government.
7. Agents bidding for others will be required to produce a written authority from the firm or persons for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.
8. The description of the logs appearing in the remarks column of the following list is entered merely for the guidance of the intending purchasers, who, as usual, should satisfy themselves as to its correctness before purchasing the logs.

Division.	No. of Logs.	Tons.	cwt.	qr.	lb.
North-Central	53	4	17	3	14
Central	29	8	2	2	21
Total	82	13	0	2	7

LIST OF EBONY LOGS REFERRED TO.
Central Division.

Divisional No.	O. T. D. No.	Length.		Girth.	Weight.			Remarks.
		Ft.	in.		Tons.	cwt.	qr.		lb.
8..	1162	13	7..	3	0..	0	6 2 7..	Black
49..	1163	16	11..	2	8..	0	6 2 0..	Slightly marked
23..	1164	11	5..	1	9..	0	2 1 0..	Black
9..	1165	13	11..	2	8..	0	5 3 0..	do.
19..	1166	12	9..	2	3..	0	2 3 0..	do.
30..	1167	12	6..	2	8..	0	2 2 7..	Marked
20..	1168	15	6..	1	9..	0	2 1 7..	Black
2..	1169	12	8..	3	1..	0	5 3 0..	do.
62..	1170	16	3..	1	10..	0	2 3 0..	do.
65..	1171	14	0..	3	6..	0	8 2 7..	do.
6..	1172	12	10..	2	5..	0	3 2 0..	Marked
5..	1173	13	3..	2	7..	0	4 1 14..	Black
56..	1174	13	8..	2	0..	0	3 0 0..	do.
55..	1175	11	2..	1	8..	0	3 2 14..	Slightly marked
44..	1176	12	3..	3	5..	0	6 1 0..	Black
7..	1177	13	0..	3	4..	0	7 2 0..	Slightly marked
68..	1178	14	10..	4	0..	0	10 2 14..	Black
11..	1179	22	6..	3	8..	0	12 1 0..	do.
53..	1180	26	3..	2	4..	0	5 2 14..	do.
66..	1181	23	7..	2	10..	0	7 2 14..	Slightly marked
48..	1182	23	1..	2	7..	0	6 0 0..	Marked
60..	1183	15	10..	3	3..	0	8 3 7..	Black
70..	1184	21	3..	2	9..	0	7 1 0..	Slightly marked
28..	1185	19	3..	2	3..	0	4 3 7..	Marked
29..	1186	20	0..	2	0..	0	3 2 14..	do.
3..	1187	14	9..	2	9..	0	5 2 7..	Slightly marked
63..	1188	11	4..	3	0..	0	5 0 0..	Black
27..	1189	13	1..	2	6..	0	4 3 0..	do.
47..	1190	15	8..	3	5..	0	6 3 0..	Marked

North-Central Division.

Divisional No.	O. T. D. No.	Length.		Girth.	Weight.			Remarks.
		Ft.	in.		Tons.	cwt.	qr.		lb.
84..	1339	15	10..	4	2..	0	9 0 0..	Black
196..	1340	14	0..	2	8..	0	4 1 7..	do.
189..	1341	10	9..	3	2..	0	3 0 7..	do.
105..	1342	8	7..	2	1..	0	1 3 7..	do.
3..	1343	13	9..	1	9..	0	2 0 7..	do.
25..	1344	12	4..	2	1..	0	2 0 0..	do.
82..	1345	8	9..	1	9..	0	1 1 0..	do.
38..	1346	7	6..	2	3..	0	1 3 7..	do.
109..	1347	9	4..	1	5..	0	0 3 0..	do.
88..	1348	5	7..	1	10..	0	0 3 0..	do.
121..	1349	7	9..	2	3..	0	1 1 0..	do.
195..	1350	9	6..	2	4..	0	2 0 0..	do.
217..	1351	5	9..	2	6..	0	1 1 7..	do.
77..	1352	6	7..	1	9..	0	0 2 14	do.
133..	1353	9	7..	1	9..	0	0 3 0..	do.
73..		9	0..	1	8..	0	0 3 7..	
176..		5	0..	2	0..	0	3 7..	
177..	1354	4	2..	4	0..	0	1 1 0..	do.
28..		7	0..	1	6..	0	0 1 7..	
80..		6	0..	1	8..	0	0 3 14..	
224..	1354	10	8..	1	5..	0	0 3 0..	do.
57..		8	9..	3	0..	0	1 2 14..	
120..		7	9..	1	5..	0	0 2 7..	
187..	1355	10	0..	2	7..	0	0 3 14..	do.
106..		9	5..	1	9..	0	1 1 0..	
172..		7	9..	3	1..	0	3 0 7..	
197..	1356	12	2..	2	2..	0	2 0 7..	do.
79..		7	0..	2	1..	0	1 2 14..	
42..		16	3..	2	0..	0	8 3 0..	
23..	1360	13	6..	3	1..	0	6 1 0..	do.
41..		9	8..	2	5..	0	2 2 7..	
5..		16	3..	2	0..	0	2 3 7..	
87..	1363	16	0..	2	0..	0	3 0 0..	do.
18..		13	6..	1	7..	0	1 3 0..	
9..		12	6..	1	3..	0	1 1 0..	
6..	1366	12	0..	2	0..	0	2 1 0..	do.
48..		9	5..	1	1..	0	0 1 21..	
47..		6	6..	1	9..	0	0 2 7..	
146..	1367	7	7..	1	3..	0	0 2 14..	do.
150..		8	6..	1	2..	0	0 1 21..	
161..		7	0..	1	8..	0	0 3 7..	
164..	1368	6	0..	1	1..	0	0 1 0..	do.
228..		11	0..	1	8..	0	0 1 7..	
127..		12	2..	1	1..	0	0 3 0..	
160..	1368	6	3..	1	1..	0	0 1 7..	do.
128..		9	7..	1	1..	0	0 1 7..	
27..		6	6..	3	6..	0	3 2 0..	
154..	1370	8	6..	3	3..	0	2 3 14..	do.
198..		11	8..	1	9..	0	1 3 0..	
163..		13	5..	1	1..	0	2 0 14..	
125..	1373	10	6..	2	3..	0	2 1 14..	do.
122..		14	2..	0	9..	0	0 2 21..	
151..		12	8..	2	4..	0	2 2 0..	
Total..	82						13 0 2 7	

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, May 7, 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, June 16, 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 disposal 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 depôt within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if 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	1714

LIST OF SATINWOOD LOGS REFERRED TO.

Eastern Division (South).

Divisional No.	C.T.D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.
267	388	11 6	6 5	30	Sound, plain
263	389	20 0	6 6	53	do. streaked
268	390	12 3	6 4	31	do. plain
254	391	16 3	7 0	50	do. flowered
245	392	19 9	5 7	38	do. do.
261	393	20 3	5 4	36	do. plain
247	394	15 0	6 7	41	Partly unsound, plain
257	395	19 9	6 8	55	Sound, plain
252	396	18 9	6 4	47	do. flowered
260	397	18 3	6 3	45	do. plain
263	398	22 0	5 4	39	Partly unsound, plain
258	399	18 0	5 11	39	Sound, plain
218	400	16 3	6 5	42	do. streaked
266	401	18 3	6 5	47	do. plain
264	402	19 0	6 2	45	do. do.
266	403	17 6	5 11	38	do. do.
228	404	15 0	6 11	45	do. flowered
244	405	17 6	5 3	30	do. plain
259	406	18 6	6 4	46	do. do.
274	407	18 9	5 1	30	do. do.
271	408	18 0	5 3	31	do. do.
269	409	12 6	6 4	31	do. do.
270	410	15 0	6 1	35	Partly unsound, streaked
248	411	16 9	6 2	40	Sound, streaked
265	412	19 0	5 8	38	do. do.
220	413	14 9	7 2	47	do. plain
195	414	14 6	6 5	37	do. do.
250	415	18 6	6 0	42	do. flowered
255	416	11 3	7 7	40	do. plain
3	417	16 3	6 10	47	Partly unsound, plain
6	418	16 0	8 5	71	Sound, plain
275	419	13 0	7 2	42	do. do.
4	420	21 3	6 10	62	do. do.
1	421	15 9	7 6	55	do. do.
285	422	22 9	6 11	68	do. do.
7	423	14 9	6 11	44	do. do.
281	424	11 6	6 3	28	Partly unsound, plain
279	425	12 0	6 9	34	Sound, plain
282	426	14 0	7 2	45	Partly unsound, plain
276	427	16 3	7 0	50	Sound, streaked
Total	40			1714	

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, May 8, 1928.

Sale of Timber.

THE under-mentioned timber lying at depôts mentioned below in Northern division, will be sold by public auction on the spot by the Divisional Forest Officer, Northern division, Jaffna, on the different dates noted against each depôt:—

(a) Jaffna Depôt, on Friday, June 1, 1928, at 9.15 A.M.

Lot I.—100 palu logs.
Lot II.—10 satin logs.
Lot III.—3 suriyamara logs.
Lot IV.—6 tons satin pieces.

(b) Mankulam depôt, on Tuesday, June 5, 1928, at 11 A.M.

Lot I.—23 satin logs = 146 cubic feet.
Lot II.—24 palu logs = 143 cubic feet.

(c) Oddusuddan depôt, on Wednesday June 6, 1928, at 10 A.M.

Lot I.—20 palu logs = 275 cubic feet.
Lot II.—47 satin logs = 225 cubic feet.
Lot III.—27 halmilla = 178 cubic feet.
Lot IV.—2 ranai = 23 cubic feet.
Lot V.—1 suriyamara = 15 cubic feet.

2. The lists of timber are available for inspection at the Divisional Forest Office, Jaffna, and the Range Forest Office, Olumadu, Mankulam.

3. Further particulars can be obtained from the Divisional Forest Officer, Jaffna.

Conditions.

(a) The timber will be put up either singly or in lots to suit buyers at a rate per cubic foot, and no advance of less than 10 cents per cubic foot or Re. 1 per log will be recognized.

(b) The highest bid will be accepted, subject to the approved price fixed by the Conservator of Forests. The highest bidder, on being declared the purchaser, shall sign his name in the register of sale in admission of such purpose and deposit the necessary amount.

(c) Twenty-five per cent. of the bids to be deposited immediately after acceptance of the bids. The balance should be paid within 15 days of the date of sale, when a permit for removal will be issued.

(d) The measurements as recorded by the Divisional Forest Officer must be accepted, but prior to date of auction any prospective bidder is at liberty to check the measurements and to represent any difference promptly.

(e) All timber sold and the full price bid of which has been paid must be removed from the depôt within 20 days of date of sale, and will be at the risk of the purchaser until removed. A charge of Re. 1 per log per week or part of a week is liable to be made for any logs not removed within 20 days of sale. Logs not removed from the depôt within one month is liable to be forfeited to the Crown.

(f) Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid, and refuse or fail to remove the timber within the time specified in clause (e) above, the lot will again be put up for auction; and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while if an enhanced price is realized at such re-sale, he shall, however, have no claim to the profit which shall accrue to Government.

(g) Agents bidding for others will be required to produce written authority from the firm or person for whom they bid; such authority will be retained by the Divisional Forest Officer, and will hold good only at the particular sale at which it is produced.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, May 8, 1928.