



# Ceylon Government Gazette

Published by Authority.

No. 6,175—FRIDAY, MARCH 15, 1907.

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PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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## UNOFFICIAL ANNOUNCEMENTS.

### MEMORANDUM OF ASSOCIATION OF THE SUNDERLAND (CEYLON) RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE SUNDERLAND (CEYLON) RUBBER COMPANY, LIMITED."
2. The Registered office of the Company is to be established at No. 2, Queen street, Fort, Colombo, Ceylon.
3. The objects for which the Company is established are :—
  - (1) To complete the purchase and acquisition of certain Service Tenure allotments of land situate (in the Kelani Valley) in the village Bulugahapitiya in the Kuruwitu korale of the Sabaragamuwa Province of Ceylon.
  - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in the Sabaragamuwa Province aforesaid or elsewhere, and any rights of way, water rights, and other rights, privileges, and easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind, or any share or shares thereof, or interest therein.
  - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable estate, or property and assets of any kind of the Company, or any part thereof.
  - (4) To plant, grow, and produce rubber, tea, coffee, coconuts, cinchona, cacao, cardamoms, rhea, ramie, plants, trees, and other natural products or produce of any kind in Ceylon or elsewhere.

- (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; and to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandize, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
- (6) To carry on in Ceylon, or elsewhere, all or any of the following business, that is to say: planters of rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug owners and wharfingers; and any other business which can or may conveniently be carried on in connection with the above, or any of them.
- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any part of the Company's general business and to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive, or non-exclusive, or limited right to use, or any information as to, any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase rubber, tea leaf, coffee, and (or) other raw products, or produce, for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones or deposits or products, and generally to carry on the business of mining in all branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, and carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in 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 agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with such arrangements, rights, privileges, and concessions.
- (15) To procure the Company to be registered or established in the Island of Ceylon; and, if and when necessary or thought advisable, elsewhere.
- (16) 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, and generally to transact financial business of any kind.
- (17) To borrow or raise money for the purposes of the Company, or to deposit money on deposit at interest or otherwise, and for the purpose of raising or securing the performance or discharge of any obligation or liability of the Company, or for the purpose to create, execute, grant, or issue any mortgages, mortgage debentures, or other stock, bonds, or obligations of the Company either at par, premium, or discount, whether redeemable, or irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including the capital, or the unpaid calls of the Company

- (18) 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 the moneys secured thereby or any part or parts thereof and to re-borrow.
- (19) 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.
- (20) To make, accept, endorse, execute, and issue promissory notes, bills of exchange, and other negotiable or transferable instruments.
- (21) To remunerate any parties for services rendered, or to be rendered, in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (22) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (23) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the undertaking, property, and rights of the Company for such consideration as the Company think fit, and in particular in consideration of rents, moneys, or securities for money, shares, debentures, or securities of any other Company or companies having objects altogether or in part similar to those of the Company.
- (24) To acquire by purchase for money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or persons, company or companies, 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.
- (25) 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 (whether fully paid up or partly paid up) 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 as fully paid up, or partly paid up, for such purpose.
- (26) To enter into partnership, or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person or persons, 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, and 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, reissue with or without guarantee, or otherwise deal with, such shares or securities.
- (27) To form, constitute, or promote 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.
- (28) To accept as consideration for the sale or disposal of the whole or any part of the undertaking, lands, real or personal, immovable or movable, estate or property or assets of this Company or in discharge of any other consideration to be received by this Company, money, or shares (whether fully paid up or partly paid up) or any other company or companies, or the debentures or debenture stock or obligations of any company or companies, or person, or partly one and partly any other or others.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as shall or may be deemed by the Company necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in and one 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 Four hundred and Fifty thousand Rupees (Rs. 450,000), divided into Six thousand (6,000) shares of Seventy-five Rupees (Rs. 75) each.

The capital of the Company may be increased or reduced in manner specified in the Articles of Association, and provided by law. And the shares forming the capital (original, increased, or reduced) of the Company may be sub-divided, 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.
REGINALD HUYSE ELIOT, Norwood, Ceylon .. ..	One
GEORGE HAY ALSTON, Colombo .. ..	One
WILLIAM HENRY FIGG, Colombo .. ..	One
THOMAS CHRISTOPHER HUXLEY .. ..	One

By his Attorney  
W HENRY FIGG.

Witness to the above signatures at Colombo, this 22nd day of January, 1907:

F. LIESCHING,  
Proctor, Supreme Court.

NEANDER WARBURTON DAVIES, Portswood, Kandapola, Ceylon .. .. One

Witness to the signature of NEANDER WARBURTON DAVIES at Kandapola, this 29th day of January, 1907:

S. P. BLACKMORE, Planter, Carolina, Watawala.

PERCY HOWARD ASTE, Bin-oja, Rosella .. .. One

Witness to the signature of PERCY HOWARD ASTE at Hatton, this 4th day of February, 1907:

F. LIESCHING,  
Proctor, Supreme Court.

FORBES GRIFFITH SAUNDER, Nuwara Eliya .. .. One

Witness to the signature of FORBES GRIFFITH SAUNDER at Nuwara Eliya, this 18th day of February, 1907:

F. LIESCHING,  
Proctor, Supreme Court.

## ARTICLES OF ASSOCIATION OF THE SUNDERLAND (CEYLON) RUBBER COMPANY, LIMITED.

It is agreed as follows:—

1. *Table C not to apply; Company to be governed by these Articles.*—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.

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

### INTERPRETATION.

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

*Company.*—The word “Company” means “The Sunderland (Ceylon) Rubber Company, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

*The Ordinance.*—“The Ordinance” means and includes “The Joint Stock Companies’ Ordinances, 1861, 1888, and 1893,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

*Special resolution and extraordinary resolution.*—“Special resolution” and “extraordinary resolution” have the meanings assigned thereto respectively by “the Ordinance.”

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

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

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

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

*Presence or present.*—“Presence or present” at a meeting means presence, or present, personally or by proxy or by attorney duly authorized.

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

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

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

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

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

*Month.*—“Month” means a calendar month.

*Writing.*—“Writing” means printed matter or print as well as writing.

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

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

### BUSINESS.

4. *Commencement of business.*—The Company shall purchase and acquire certain Service Tenure allotments of land situate (in the Kelani Valley) in the village of Bulugahapitiya in the Kuruwiti korale, in the Sabaragamuwa Province of Ceylon; and generally proceed to carry out the objects for which it is established and employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit.

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

### CAPITAL.

6. *The Capital.*—The nominal capital of the Company is Four hundred and Fifty thousand Rupees (Rs. 450,000), divided into Six thousand (6,000) shares of Seventy-five Rupees (Rs. 75) each.

### INCREASE OF CAPITAL.

7. *Nature and amount.*—The Company may, from time to time, by special resolution increase its capital by the creation of new shares of such amount per share, and in the aggregate, as may be deemed expedient.

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

### REDUCTION OF CAPITAL.

8. *Reduction of Capital.*—The Company may, from time to time, by special resolution, and with the sanction of Court, reduce its capital.

### ALTERATION OF CAPITAL.

9. *Consolidation, subdivision, or cancellation of shares.*—The Company may at any time by special resolution consolidate or subdivide its shares, or a portion thereof; or cancel any of its shares which have not been taken up or agreed to be taken up by any person.

## DIFFERENT CLASSES OF SHARES.

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

## PREMIUM ON SHARES.

11. The General Meeting of the Company authorizing an issue of shares, or resolving on the creation of new shares, may direct that there shall be added to such shares such an amount of premium as such meeting shall consider proper.

## CALLS AND INSTALMENTS.

12. *Differences as regards calls.*—The Company 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.

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

## ORIGINAL SHARES.

14. *Original issue.*—Of the original issue of one thousand five hundred shares, one hundred and thirty-four fully paid up shares of the Company shall be issued to the vendor of the Service Tenure allotments aforementioned, or his nominees, in part payment of the purchase price payable to him. The remaining shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, and on such terms and conditions, as the Directors think fit.

15. *Further issues.*—The Company may from time to time, and until the whole of the capital of the Company is called up, authorize a fresh issue of shares on such terms and conditions as the General Meeting authorizing such issue, or any other General Meeting of the Company, shall direct, and if no such direction shall be given, as the Directors shall determine.

## NEW SHARES.

16. *Terms and conditions.*—New shares shall be issued upon such terms and conditions, and with such 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 shall be given, as the Directors shall determine.

## ARRANGEMENTS ON ISSUE OF SHARES.

17. *Control of shares.*—Shares shall, except where otherwise provided, and subject to the provisions of Articles 14 and 18, be allotted at the discretion of and by the Directors, who shall add to such shares such an amount of premium (if any) as the General Meeting of the Company authorizing the issue, or resolving on the creation of the shares, shall have directed, or as the Company may by special resolution determine.

18. *Shares to be offered to Shareholders.*—Subject to any direction to the contrary that may be given by the Company in General Meeting, or any provision to the contrary contained in these Articles, all shares being issued shall be offered by the Directors to the registered Shareholders for the time being of the Company, as nearly as possible in proportion to the shares at the time held by them; and such offer shall be made by notice to each such registered Shareholder, specifying the number of shares to which he is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined. Such shares as shall be declined by the Shareholder, to whom the same shall have been offered, or as shall not be accepted by him within the time specified in that behalf by the Directors, shall after the expiration of such time be disposed of by the Directors in such manner as they think most beneficial to the Company. Provided that the Directors may at their discretion (subject as aforesaid) allot any shares so being issued, or any portion of them, in payment for any estates or lands or other property being purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

## SPECIAL PROVISIONS AS TO SHARES.

19. *Resolutions affecting a particular class of shares.*—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 that 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 that class of shares, and such resolution shall be binding upon all the holders of shares of that 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 affected without it.

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

## GENERAL PROVISIONS AS TO SHARES.

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

22. *Payment.*—Payment for shares shall be made, except when otherwise provided, in such manner as the Directors shall from time to time determine and direct.

23. *Interest on unpaid amounts.*—If before or on the day appointed for payment any Shareholder does not pay the amount for which he is liable, then such Shareholder shall be liable to pay interest for the same at the rate of nine per cent. per annum from the day appointed for to the day of actual payment.

24. *Shares held by a firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies.

25. *Shares held by two or more persons not in partnership.*—Shares may be registered in the name of two or more persons not in partnership.

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

27. *Survivor of joint-holder, other than a firm, only recognized.*—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.

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.

28. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 44.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 44 to become a Shareholder in respect of any share.

29. *Certificates.*—The certificates of shares shall be issued under the seal of the Company, and signed by two Directors or by one Director and the Secretary or Secretaries of the Company.

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

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

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

#### TRANSFER OF SHARES.

33. *Exercise of rights.*—No person shall exercise any rights of a Member until his name shall have been entered in the Register of Members and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

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

35. *No transfer to infant or person of unsound mind.*—No transfer of shares shall be made to an infant or person of unsound mind.

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

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

38. *Board may decline to register transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise; or in case of shares not fully paid up, to any person not approved by them.

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

40. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2' 50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 38, 39, and 41, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

43. *Transfer Books when to be closed.*—The Transfer Books shall be closed during the fourteen days immediately following each Ordinary General Meeting, including the First General Meeting; also at such other times as the Directors may decide, not exceeding seven days further in any one year.



## TRANSMISSION OF SHARES.

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

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

46. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 45 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, 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.

## SHARES (SURRENDER AND FORFEITURE).

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

48. *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder, or his executors or administrators, or his trustee or assignee in insolvency, 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.

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

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

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

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

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

51. *Certificate of surrender or forfeiture.*—A certificate in writing under the hands of two 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.

52. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum 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 49 hereof, shall be redeemable after sale or disposal.

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



54. *Lien how made available.*—Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators or his assignee or trustee 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.

55. *Proceeds how applied.*—The nett proceeds of any sale that takes place under the provisions of Articles 49 and 54 hereof shall be applied in or towards satisfaction of the debt, liability, or engagement that gave rise to the lien, and the residue (if any) paid to such Shareholder or to his representatives.

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

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

#### CALLS.

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

58. *Calls when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors.

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

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

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

#### BORROWING POWERS.

62. *Power to borrow.*—The Directors shall have power to procure at any time, and from time to time in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving or extending, buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors, or other persons, any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not without the sanction of a General Meeting, exceed the sum of Ten thousand Rupees (Rs. 10,000).

With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest, as such Meeting shall determine.

63. *Security of loans.*—The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any bonds, mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued.

64. *Declaration as to borrowing powers.*—A declaration under the Company's seal contained in, or endorsed upon, any of the documents mentioned in the last Article, and subscribed by two or more of the Directors or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

#### MEETINGS.

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

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

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

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

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

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

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

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

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

74. *Quorum to be present.*—No business shall be transacted at a General Meeting, except the declaration of a dividend recommended by a report of the Directors, or the election of a Chairman, unless there shall be present in person at the commencement of the business three or more Shareholders entitled to vote.

75. *If the quorum not present, meeting to be dissolved or adjourned; adjourned meeting to transact business.*—If at the expiration of half an hour from the time appointed for the meeting the required number of 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.

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

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

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

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

#### VOTING AT MEETINGS.

80. *Votes.*—At any meeting every resolution shall be decided by the votes of the Shareholders present in person or by proxy or by attorney duly appointed, 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 proxy and attorney; and unless a poll be immediately demanded in writing by at least three members present in person, and not by proxy or by attorney, at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

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

82. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by three Shareholders present in person, and not by proxy or by attorney, at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such a manner as the Chairman shall direct, and in such case every

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

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

84. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by proxy or attorney shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall (except as provided for in the Article immediately following, have one vote for every one share held by him up to ten. He shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares, and an additional vote for every twenty-five shares held by him beyond the first one hundred shares. When voting on a resolution involving the winding up of the Company every Shareholder shall have one vote for every share held by him.

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

86. *Voting in person or by proxy.*—Votes may be given either personally, or by proxy, or by attorney duly authorized.

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

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

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

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

91. *Form of proxy.*—The instrument appointing a proxy may be in the following form :—

*The Sunderland (Ceylon) Rubber Company, Limited.*

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

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

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

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

#### DIRECTORS.

94. *Number of Directors.*—The number of Directors shall never be less than three or more than six.

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

96. *Appointment of first Directors and duration of their office.*—The first Directors shall be Joseph John Binns of Bainbridge Holme, Sunderland, England, George Hay Alston of Colombo, R. Huyshe Elliot of Norwood, and Robert Kohlhoff Clark of Dinkeld, Dikoya, Ceylon, who shall hold office till the first Ordinary General Meeting, when they shall all retire, but shall be eligible for re-election.

97. *Directors may appoint Managing Director or Directors ; his or their remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary or Secretaries, Managing Director or Managing Directors, Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time, and on such terms, as the Directors may determine or fix by agreement with the person or persons appointed to the office, and the Directors may from time to time revoke such appointment, and appoint another or others Secretary or Secretaries, Managing Director or Managing Directors, Visiting Agent or Agents, or Superintendent or Superintendents.

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.

98. *Appointment of successors to Directors.*—The General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent General Meeting. The General Meeting may also fill up any other vacancies occurring amongst the Directors.

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

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

101. *To retire annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in Article 102.

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

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

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

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

106. *If election not made, retiring Director to continue until next meeting.*—If at any meeting at which an election of a Director ought to take place the place of the retiring Director is not filled up, the retiring Director may continue in office until the First Ordinary 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.

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

108. *When office of Director to be vacated.*—The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he is concerned or participates in the profits of any contract with, or work done for, the Company.

But the above rule shall be subject to the following exceptions:—

*Exceptions.*—No Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director; or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors of the Company. Nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

109. *How Directors removed and successors appointed.*—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, and 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.

110. *Indemnity to Directors and others for their own acts and for the acts of others.*—Every Director or officer, and his heirs, executors, and administrators, shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his own wilful acts or defaults; and no Director or officer, nor the heirs, executors, or administrators of any Director or officer, shall be liable for any other Director or officer, or for joining in any receipt or other acts of conformity, or for any loss or expense happening to the Company by the insufficiency or deficiency of any 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.

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

#### POWERS OF DIRECTORS.

112. *Management and expenses.*—The business of the Company shall be managed by the Directors either by themselves or through a managing Director, and with the assistance of an agent or agents, secretary or secretaries of the Company to be appointed by the Directors for such period and on such terms as they shall determine, and the Directors 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, incorporation, and registration of the Company, and paid or incurred in connection with the placing of the shares of the Company, and in and about the valuation,

purchase, lease, or acquisition of the said allotments of land situate in the village Bulugahapitiya aforementioned and of any other lands, estates, or property, or any share or shares thereof, or interest therein, that the Company may hereafter purchase, lease, or acquire, and in and about the opening, clearing, planting, cultivation, and development thereof, and otherwise in or about the working and business of the Company.

113. *Working arrangements.*—The Directors shall have power to make, and may make, such rules or regulations for the management of the business of the Company in such manner 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, visiting agents, superintendents, inspectors, 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 enter into agreements in connection therewith, and from time to time determine the duties of all persons so appointed; and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, officers, visiting agents, superintendents, inspectors, assistants, clerks, artisans, labourers, or servants of the Company, for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

114. *Legal advisers.*—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.

115. *Banking arrangements.*—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 signature as they may appoint to draw, accept, make, endorse, sign, and execute cheques, bills of exchange, and promissory notes, bills of lading, receipts, contracts, and agreements, bonds, mortgages, proxies or appointments to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

116. *Arrangements for amalgamation or sale.*—It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, 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.

117. *General powers.*—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 or 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 executed 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 Article of these presents on the Directors shall not be taken to be limited by any Article conferring any special or expressed power.

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

- (1) To take such steps as they think fit to carry into effect the purchase and acquisition of the said allotments of land situate in the village of Bulugahapitiya aforementioned subject to the terms and conditions contained in the Service Tenure Register or in any grants, transfers, or other instruments affecting the several portions of such allotments, or any modifications thereof.
- (2) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands made by or against the Company.
- (3) To refer any claim or demand made by or against the Company to arbitration, and observe and perform or enforce the award.
- (4) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands of the Company.
- (5) 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.
- (6) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (7) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board, or any managers or agents abroad, and to fix their remuneration.
- (8) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and to fix the remuneration of, and at any time to remove, such Director or other person or company, and to annul or vary any such delegation.



The Directors shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

#### PROCEEDINGS OF DIRECTORS.

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

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

121. *Who is to preside at meetings of Board.*—The Board may elect a Chairman of their meetings and determine the period for which he is to hold office, and all meetings of the Directors shall be presided over by the Chairman, if one has been elected and 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.

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

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

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

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

126. *Resolution in writing by all the Directors as valid as if passed at a meeting of Directors.*—A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

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

- (a) Of all appointments of officers and committees made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of the members of the committee appointed by the Board present at each meeting of the committee.
- (c) Of the resolutions and proceedings of all General Meetings.
- (d) Of the resolutions and proceedings of all meetings of the Directors; and of the committees appointed by the Board.
- (e) Of all orders made by the Directors.

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

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

#### ACCOUNTS.

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

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

132. *Statement of accounts and balance sheet to be furnished to General Meetings.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account of the preceding year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the previous year.

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

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

135. *Division of profits.*—Subject to the rights of Shareholders entitled to shares issued upon special condition, the profits of the Company shall be divisible among the Shareholders in proportion to the amount paid up on the shares held by them respectively. Provided, nevertheless, that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.

#### DIVIDENDS, BONUS, AND RESERVE FUND.

136. *Declaration of dividend.*—The Directors may, with the sanction of the Company in General Meeting, from time to time declare a dividend to be paid, and (or) pay a bonus to the Shareholders according to their rights and interest in the profits, but no dividend shall be payable except out of nett profits.

137. *Interim dividend.*—The Directors may from time to time pay to the Shareholders such interim dividends as in their judgment the position of the Company justifies.

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

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

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

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

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

143. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all interest, or dividends, or bonuses to become payable shall be given to each Shareholder entitled thereto; and all interest, or dividends, or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and if the Directors think fit may be applied in augmentation of the reserve fund.

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

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

#### AUDIT.

146. *Accounts to be audited.*—The accounts of the Company shall from time to time be examined by the correctnes of the balance sheet ascertained by one or more Auditor or Auditors.

147. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested other than as a Shareholder in any transaction of the Company, but it shall not be a necessary qualification of tea Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

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

149. *Retiring Auditors eligible for re-election.*—Retiring Auditors shall be eligible for re-election, and other

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

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

152. *Duty of Auditors.*—Every Auditor shall be supplied with a copy of the balance sheet and vouchers relating thereto, and it shall be his duty to examine the same, and to report thereon to the meeting generally or especially as to the correctness of the accounts, and to sell and deal in

153. *Company's accounts to be opened to Auditors for audit.*—All accounts, books, and vouchers of the Company shall at all times be open to the Auditors for the purpose of audit.



## NOTICES.

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

155. *Shareholders to register address.*—Every Shareholder resident in Ceylon 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.

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

*Service of notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending it through the post in a prepaid letter, addressed to such Shareholder at his registered address or place of abode; and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless and until 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.

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

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

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

## ARBITRATION.

160. *Directors may refer disputes to arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other Company or persons, the same may be referred by the Directors to arbitration.

## EVIDENCE.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, Reginald Huyshe Eliot, George Hay Alston, William Henry Figg, and Thomas Christopher Huxley at Colombo this 22nd day of January, 1907; Neander Warburton Davies at Kandapola this 29th day of January, 1907; Percy Howard Aste at Hatten this 4th day of February, 1907; and Forbes Griffith Saunder Meewara Eliya this 18th day of February, 1907.

REGINALD HUYSHE ELIOT.  
GEORGE HAY ALSTON.  
WILLIAM HENRY FIGG.  
THOMAS CHRISTOPHER HUXLEY.

By his Attorney  
W. HENRY FIGG.

Witness to the signatures of the first four subscribers:

F. LIESCHING,  
Proctor, Supreme Court.

NEANDER WARBURTON DAVIES.

Witness to the signature of NEANDER WARBURTON DAVIES:

S. P. BLACKMORE,  
Planter, Carolina, Watawala

PERCY HOWARD ASTE.

Witness to the signature of PERCY HOWARD ASTE:

F. LIESCHING,  
Proctor, Supreme Court.

FORBES GRIFFITH SAUNDER.

Witness to the signature of FORBES GRIFFITH SAUNDER:

F. LIESCHING,  
Proctor, Supreme Court.

**MEMORANDUM OF ASSOCIATION OF THE MATALE VALLEY CACAO AND RUBBER  
COMPANY, LIMITED.**

1. The name of the Company is "THE MATALE VALLEY CACAO AND RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Kandy.
3. The objects for which the Company is to be established are—
  - (a) To purchase or acquire the Wiharagama and Migahawela Estates situate in the District of Matale, in the Island of Ceylon.
  - (b) 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 rights, easements, patents, licenses, 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, 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.
  - (d) 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 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 rubber, coconuts, tea, 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 rubber and tea factories, 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.
  - (h) 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 (g) or (h), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, plumbago, minerals, tea, 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 rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandize, 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 rubber 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 the United Kingdom, India, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any 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.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the securities 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, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate 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 partially paid up for such purpose.

- (z 3) To accept as consideration for the sale or disposal of any lands and real and 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 partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects 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 Seven hundred and fifty thousand Rupees, divided into Seven thousand five hundred shares of One hundred Rupees each, with power to increase or reduce the capital. In case the Company shall increase its capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association 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 accordance with this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
HERBERT W. UNWIN, Colombo	One
RICHARD A. BOSANQUET, London	One
By his Attorney H. W. UNWIN.	
GILBERT F. TRAILL, London	One
By his Attorney HERBERT W. UNWIN.	
D. W. WATSON, Colombo	One
W. E. DRURY, Colombo	One

Witness to the above signatures this Sixth day of February, 1907:

V. A. JULIUS,

Proctor, Supreme Court, Colombo.

E. GORDON REEVES, Matale

KENNETH J. HARPER, Matale

Witness to the above signatures this Seventh day of February, 1907:

R. A. G. FESTING,

Ceylon Civil Service, Matale.

## ARTICLES OF ASSOCIATION OF THE MATALE VALLEY CACAO AND RUBBER COMPANY, LIMITED.

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

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

### INTERPRETATION CLAUSE.

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

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

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

### 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 original capital of the Company is Seven hundred and fifty thousand Rupees (Rs. 750,000), divided into Seven thousand five hundred (7,500) shares of One hundred Rupees (Rs. 100) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate as such resolution shall direct; and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

6. Except so far as otherwise provided by the conditions of issue or by these presents, any capital 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 in like manner, and with like sanction, reduce the capital of the Company.

### SHARES.

8. The Company 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 shall first be offered by the Directors

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

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

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

13. Shares may be registered in the name of a firm, 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.

14. Shares may be registered in the name of two or more persons not in partnership.

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 the Shareholder whose name stands first on the register, and no other, shall be entitled to the right of voting and of giving proxies and all other advantages conferred on a sole Shareholder.

16. In case of 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. 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.

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

20. The certificate of shares registered in the name of two or more persons not a firm shall be delivered to the person first named on the register.

#### 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 person 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 for 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 the 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 due upon their respective shares beyond the sums actually called for; 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 some 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, six per centum per annum.

#### TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the Office of the Company to be registered, accompanied by 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 whereof 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 or 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 during the fourteen days immediately preceding each Ordinary General Meeting; and when a dividend is declared, for the three next days ensuing the meeting; also at such other times (if any) and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

#### TRANSMISSION OF SHARES.

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

35. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon securing 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 12 calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share; or if in the case of the death of any Shareholder no person shall, within 12 calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, 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.

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 instalment, 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, 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, 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 effected by any irregularity in the proceedings in reference to such forfeiture or sale.

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 *bond fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

43. The Company shall have a first charge or paramount lien upon all the shares of any holder or joint-holders for all moneys for the time being due to the Company by such holder, or by all or any of such joint-holders respectively, either in respect of such shares or of other shares held by such holder or joint-holders or otherwise, and whether due from any such holder individually or jointly with others, including all calls 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.

44. 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.

45. 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.

46. A certificate in writing under the hands of one of the Directors and of the Secretary, that the power of sale given by clause 44 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### BORROWING POWERS.

48. 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 Three thousand Pounds (£3,000) sterling.

49. 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.

50. For the purpose of securing the repayment of any such moneys so borrowed or raised, or for any other purposes, the Directors may grant, create, execute, and issue any mortgages, cash credits, debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

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

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

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

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

60. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the object and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette*, or in such other manner (if any) as may be prescribed by the Company in General Meeting.

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

62. 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.

63. 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.

64. 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.

65. 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.

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

67. 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.

68. 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.

69. At any meeting every resolution shall be decided by the votes of the Shareholders present in person or by proxy, or by attorney, 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 member 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.

70. If at any meeting a poll be demanded by some Shareholder present 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 and proxy, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

71. 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.

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

73. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him.

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

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

76. No Shareholder shall be entitled to vote 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, or person acquiring by marriage, shall be entitled to vote at any meeting held after the expiration of three months from the registration of the Company in respect of any share which he has acquired by transfer, unless he has been possessed of the share in respect of which he claims to vote at least three months previously to the time of holding the meeting at which he proposes to vote.

77. No Shareholder who has not been duly registered as such for three months previous to the General Meeting shall be entitled to be present and to speak and vote at any meeting held after the expiry of three months from the incorporation of the Company.

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

79. The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor, or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation.

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

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

*The Matale Valley Cacao and Rubber Company, Limited.*

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

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

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

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

**DIRECTORS.**

83. 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 may act notwithstanding any number of vacancies. The qualification of a Director shall be his holding in his own right at least twenty-five 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.

As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Rs. 2,500 annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

84. The first Directors shall be Evelyn Gordon Reeves, Kenneth John Harper, and Herbert William Unwin, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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.**

86. 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 87.

87. The Directors to retire from office at the second and third 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.

88. 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.

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

90. 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.

91. 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.

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

93. 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.

94. 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.

95. 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.

96. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or 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.

97. 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.

98. The office of the Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he becomes bankrupt or insolvent, or 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 is concerned or participates in the profits of any contract with, or work done for, the Company.

Provided that no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or solicitor, or by his being a member of a firm who are agents, or secretaries, or solicitors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

#### POWERS OF DIRECTORS.

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

100. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

101. 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.

102. 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.

103. 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.

104. 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.

105. 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 being the Secretaries, being signified by a partner of the said firm signing for and on behalf of the said firm as such Secretaries.

106. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, 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.

107. 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 award.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

#### PROCEEDINGS OF DIRECTORS.

108. 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.

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

110. 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.

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

112. 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.

113. 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.

114. The acts of the Board and 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.

115. 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.

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

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

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

#### ACCOUNTS.

118. 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.

119. 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 statute or authorized by the Directors or by a resolution of the Company in General Meeting.

120. 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.

121. 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.

122. 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.

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

124. 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.

125. 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.

126. 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 his continuance in office, be eligible as an Auditor.



127. The Directors shall appoint the first Auditor of the Company and fix his remuneration. He shall hold office till the second General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the first 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 appointments, or until otherwise ordered by a General Meeting.

128. 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.

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

130. If any vacancy that may occur in the office of Auditor is not supplied at the next 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 who shall hold office until the next Ordinary General Meeting after his appointment.

131. 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.

132. 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.

133. 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 shall be payable except out of nett profits.

134. 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.

135. 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 shall invest the same in such securities as they may with the sanction of the Company select, or shall place the same in fixed deposit in any bank or banks.

136. The Directors may from time to time apply such portion as they think fit of the reserve fund to meet contingencies or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient.

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

138. 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.

139. 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.

140. 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.

141. 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.

142. 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.

143. 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.

144. 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.

145. 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 to which notices may be sent.

146. 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.

147. 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.

148. Every Shareholder residing out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notices.

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



## ARBITRATION.

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

## EVIDENCE.

150. 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.

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

152. 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.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo this 6th day of February, 1907.

H. W. UNWIN.

RICHARD A. BOSANQUET,

By his Attorney

H. W. UNWIN.

GILBERT F. TRAILL,

By his Attorney

H. W. UNWIN.

D. W. WATSON.

W. E. DRURY.

Witness to the above signatures :

V. A. JULIUS,

Proctor, Supreme Court, Colombo.

E. GORDON REEVES.

KENNETH J. HARPER.

Witness to the above signatures this Seventh of February, 1907 :

R. A. G. FESTING.

Ceylon Civil Service, Matale.

## MEMORANDUM OF ASSOCIATION OF THE KOROSSA (CEYLON) RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE KOROSSA (CEYLON) RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established at No. 1, Castle Hill Street, Kandy, Ceylon.
3. The object for which the Company is established are :—
  - (1) To complete the purchase and acquisition of certain allotments of land situate at Korossa in the Kegalla District of the Sabaragamuwa Province of Ceylon.
  - (2) To purchase, take on lease or in exchange, or otherwise acquire any estate or estates land or lands in the Kegalla District of the Sabaragamuwa Province aforesaid or elsewhere, and any rights of way, water rights, and other rights, privileges, and easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind, or any share or shares thereof, or interest therein.
  - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable estate, or property and assets of any kind of the Company, or any part thereof.
  - (4) To plant grow, and produce rubber, tea, coffee, coconuts, cinchona, cacao, cardamoms, rhea, ramie, plants, trees, and other natural products or produce of any kind in Ceylon or elsewhere.
  - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever, and to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandize, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.

- (6) To carry on in Ceylon, or elsewhere, all or any of the following businesses, that is to say: planters of rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug owners and wharfingers; and any other business which can or may conveniently be carried on in connection with the above, or any of them.
- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any part of the Company's general business and to apply for purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive, or non-exclusive, or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase rubber, tea leaf, coffee, and (or) other raw products, or produce, for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones or deposits or products, and generally to carry on the business of mining in all branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, and carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in 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 agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain; and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To procure the company to be registered or established in the Island of Ceylon; and, if and when necessary or thought advisable, elsewhere.
- (16) 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, and generally to transact financial business of any kind.
- (17) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money, or 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, or irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital, or the unpaid calls of the Company.
- (18) 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 the moneys secured thereby or any part or parts thereof and to re-borrow.
- (19) 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.
- (20) To make, accept, endorse, execute, and issue promissory notes, bills of exchange, and other negotiable or transferable instruments.
- (21) To remunerate any parties for services rendered, or to be rendered, in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (22) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, or otherwise, and either alone, or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.

- (23) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise, deal with all or any part of the undertaking, property, and rights of the Company for such consideration as the Company think fit, and in particular in consideration of rents, moneys, or securities for money, shares, debentures, or securities of any other Company or companies having objects altogether or in part similar to those of the Company.
- (24) To acquire by purchase for money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or persons, company or companies, 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.
- (25) 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 (whether fully paid up, or partly paid up) 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 as fully paid up, or partly paid up, for such purpose.
- (26) To enter into partnership, or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person or persons, 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, and to take or otherwise acquire and hold shares or stock in, or securities of and to subsidize or otherwise assist, any such company; and so sell, hold, reissue with or without guarantee, or otherwise deal with, such shares or securities.
- (27) To form, constitute, or promote 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.
- (28) To accept as consideration for the sale or disposal of the whole or any part of the undertaking, lands, real or personal, immovable or movable, estate or property or assets of this Company or in discharge of any other consideration to be received by this Company, money, or shares (whether fully paid up or partly paid up) of any other company or companies, or the debentures or debenture stock or obligations of any company or companies, or persons, or partly one and partly any other or others.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as shall or may be deemed by the Company necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one 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 divided into Ten thousand shares of Fifty Rupees each.

The capital of the Company may be increased or reduced in manner specified in the Articles of Association, and provided by law. And the shares forming the capital (original, increased, or reduced) of the Company may be sub-divided, or consolidated, or divided into such classes, with any preferential, deferred, qualified, special or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers	Number of Shares taken by each Subscriber.	
HERBERT WILLIAM UNWIN of Colombo (16-2-07)	..	One
DAVID KEER, Strathdon, Hatton (16-2-07)	..	One
FORBES GRIFFITH SAUNDER, Nuwara Eliya (18-2-07)	..	One
ROBERT HOLME SUMNER SCOTT, Ottery, Dikoya (18-2-07)	..	One
NIGEL INGLESANT LEE, Kandy (21-2-07)	..	One
JAMES ROBERT WIGHT, Kandy (21-2-07)	..	One
Witness to the above signatures :		
F. LIESCHING, Proctor, Supreme Court.		
JOHN GODFREY PALMER, Gonagalle, Dikoya	..	One
Witness to the signature of John Godfrey Palmer :		
J. H. PARKINSON, Planter.		

## ARTICLES OF ASSOCIATION OF THE KOROSSA (CEYLON) RUBBER COMPANY, LIMITED.

It is agreed as follows:—

1. *Table C not to apply; Company to be governed by these Articles.*—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.

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

## INTERPRETATION.

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

*Company.*—The word “Company” means “The Korossa (Ceylon) Rubber Company, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

*The Ordinance.*—“The Ordinance” means and includes “The Joint Stock Companies’ Ordinances, 1861, 1888, and 1893,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

*Special resolution and extraordinary resolution.*—“Special resolution” and “extraordinary resolution” have the meanings assigned thereto respectively by “the Ordinance.”

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

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

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

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

*Presence or present.*—“Presence or present” at a meeting means presence, or present, personally or by proxy or by attorney duly authorized.

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

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

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

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

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

*Month.*—“Month” means a calendar month.

*Writing.*—“Writing” means printed matter or print as well as writing.

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

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

## BUSINESS.

4. *Commencement of business.*—The Company shall purchase and acquire certain Rubber Plantations situate at Korossa in the Kegalla District of the Sabaragamuwa Province of Ceylon; and generally proceed to carry out the objects for which it is established, and employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit.

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

## CAPITAL.

6. *The Capital.*—The nominal capital of the Company is Five hundred thousand Rupees divided into Ten thousand shares of Fifty Rupees each.

## INCREASE OF CAPITAL.

7. *Nature and amount.*—The Company may, from time to time, by special resolution increase its capital by the creation of new shares of such amount per share, and in the aggregate as may be deemed expedient.

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

## REDUCTION OF CAPITAL.

8. *Reduction of Capital.*—The Company may, from time to time, by special resolution, and with the sanction of Court, reduce its capital.

## ALTERATION OF CAPITAL.

9. *Consolidation, subdivision, or cancellation of shares.*—The Company at any time by special resolution consolidate or subdivide its shares, or a portion thereof; or cancel any of its shares which have not been taken up or agreed to be taken up by any person.

## DIFFERENT CLASSES OF SHARES.

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

## PREMIUM ON SHARES.

11. The General Meeting of the Company authorizing an issue of shares, or resolving on the creation of new shares, may direct that there shall be added to such shares such an amount of premium as such meeting shall consider proper.

## CALLS AND INSTALMENTS.

12. *Differences as regards calls.*—The Company 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.

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

## ORIGINAL SHARES.

14. *Original issue.*—Of the original issue of two thousand shares one thousand eight hundred shall be issued to the vendors of the Korossa Rubber Plantations in full settlement of the purchase price. The remaining shares shall be issued at the discretion of the Directors. The shares so to be issued shall in the first place be offered by the Directors to the original Shareholders of the Company, if they shall at the time be registered Shareholders, as nearly as possible in proportion to the shares at the time held by them; and such offer shall be made by notice to each such Shareholder, specifying the number of shares to which he is entitled, and limiting a time within which the offer if not accepted will be deemed to be declined. Such shares as shall be declined by the original Shareholders to whom the same shall have been offered, or as shall not be accepted by them within the time specified in that behalf by the Directors, shall after the expiration of that time be disposed of by the Directors in manner provided by Article 18. Provided that the Directors may, if they think proper, add a premium to such shares before so disposing of them. Provided also that the Directors may at their discretion allot any unissued shares in payment of any movable or immovable property acquired by the Company, without first offering such shares to the original Shareholders of the Company.

15. *Further issues.*—The Company may from time to time, and until the whole of the capital of the Company is called up, authorize a fresh issue of shares, on such terms and conditions as the General Meeting authorizing such issue or any other General Meeting of the Company, shall direct, and if no such direction shall be given, as the Directors shall determine.

## NEW SHARES.

16. *Terms and conditions.*—New shares shall be issued upon such terms and conditions, and with such 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 shall be given, as the Directors shall determine.

## ARRANGEMENTS ON ISSUE OF SHARES.

17. *Control of shares.*—Shares shall, except where otherwise provided, and subject to the provisions of Articles 14 and 18, be allotted at the discretion of and by the Directors, who shall add to such shares such an amount of premium (if any) as the General Meeting of the Company authorizing the issue, or resolving on the creation of the shares, shall have directed, or as the Company may by special resolution determine.

18. *Shares to be offered to Shareholders.*—Subject to any direction to the contrary that may be given by the Company in General Meeting, or any provision to the contrary contained in these Articles, all shares being issued shall be offered by the Directors to the registered Shareholders for the time being of the Company, as nearly as possible in proportion to the shares at the time held by them; and such offer shall be made by notice to each such registered Shareholder, specifying the number of shares to which he is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined. Such shares as shall be declined by the Shareholder, to whom the same shall have been offered, or as shall not be accepted by him within the time specified in that behalf by the Directors, shall after the expiration of such time be disposed of by the Directors in such manner as they think most beneficial to the Company. Provided that the Directors may at their discretion (subject as aforesaid) allot any shares so being issued, or any portion of them, in payment for any estates or lands or other property being purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

## SPECIAL PROVISIONS AS TO SHARES.

19. *Resolutions affecting a particular class of shares.*—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 that 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 that class of shares, and such resolution shall be binding upon all the holders of shares of that 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.

20. *Meeting affecting a particular class of shares.*—Any meeting for the purpose of the last preceding clause shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no Shareholder 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 five Shareholders personally present and entitled to vote at the meeting.

#### GENERAL PROVISIONS AS TO SHARES.

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

22. *Payment.*—Payment for shares shall be made, except when otherwise provided, in such manner as the Directors shall from time to time determine and direct.

23. *Interest on unpaid amounts.*—If before or on the day appointed for payment any Shareholder does not pay the amount for which he is liable, then such Shareholder shall be liable to pay interest for the same at the rate of nine per cent. per annum from the day appointed for to the day of actual payment.

24. *Shares held by a firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and give proxies.

25. *Shares held by two or more persons not in partnership.*—Shares may be registered in the name of two or more persons not in partnership.

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

27. *Survivor of joint-holder, other than a firm, only recognized.*—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.

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.

28. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 44.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 44 to become a Shareholder in respect of any share.

29. *Certificates.*—The certificates of shares shall be issued under the seal of the Company and signed by two Directors or by one Director and the Secretary or Secretaries of the Company.

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

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

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

#### TRANSFER OF SHARES.

33. *Exercise of rights.*—No person shall exercise any rights of a member until his name shall have been entered in the Register of Members and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

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

35. *No transfer to infant or person of unsound mind.*—No transfer of shares shall be made to an infant or person of unsound mind.

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

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

38. *Board may decline to register transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company or upon whose shares the Company have a lien or otherwise; or in case of shares not fully paid up, to any person not approved by them.

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

40. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered accompanied by such evidence as the Directors may reasonably require to prove the title of the

transferer, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 38, 39, and 41, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

43. *Transfer Books when to be closed.*—The Transfer Books shall be closed during the fourteen days immediately following each Ordinary General Meeting, including the First General Meeting; also at such other times as the Directors may decide, not exceeding seven days further in any one year.

#### TRANSMISSION OF SHARES.

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

45. *Registration of persons entitled to shares otherwise than by transfer.*—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, insolvency, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause or of his title as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50, or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

46. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 45 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, 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.

#### SHARES (SURRENDER AND FORFEITURE).

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

48. *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fail to pay any call or instalment on or before the day appointed for the payment for the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder, or his executors or administrators, or his trustee or assignee in insolvency, 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.

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

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

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

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

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

51. *Certificate of surrender or forfeiture.*—A certificate in writing under the hands of two 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 pur-



chaser 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.

52. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum 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 49 hereof, shall be redeemable after sale or disposal.

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

54. *Lien how made available.*—Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators or his assignee or trustee 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.

55. *Proceeds how applied.*—The nett proceeds of any sale that takes place under the provisions of Articles 49 and 54 hereof shall be applied in or towards satisfaction of the debt, liability, or engagement that gave rise to the lien, and the residue (if any) paid to such Shareholder or his representatives.

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

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

#### CALLS

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

58. *Calls when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors.

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

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

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

#### BORROWING POWERS.

62. *Power to borrow.*—The Directors shall have power to procure at any time, and from time to time in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving or extending buildings, machinery or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors, or other persons, any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Ten thousand Rupees (Rs. 10,000).

With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest, as such Meeting shall determine.

63. *Security of loans.*—The Directors may for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any bonds, mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept or endorse on behalf of the Company any promissory notes or bills of exchange. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled

or discharged, varied or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued.

64. *Declaration as to borrowing powers.*—A declaration under the Company's seal contained in, or endorsed upon, any of the documents mentioned in the last Article, and subscribed by two or more of the Directors, or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

#### MEETINGS.

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

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

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

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

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

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

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

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

73. *Notice of other business to be given.*—With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at Ordinary General 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.

74. *Quorum to be present.*—No business shall be transacted at a General Meeting, except the declaration of a dividend recommended by a report of the Directors, or the election of a Chairman, unless there shall be present in person at the commencement of the business three or more Shareholders entitled to vote.

75. *If the quorum not present, meeting to be dissolved or adjourned; adjourned meeting to transact business.*—If at the expiration of half an hour from the time appointed for the meeting the required number of 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.

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

77. *Business confined to election of Chairman while Chair vacant.*—No business shall be discussed at any General Meeting, except the election of Chairman, whilst the chair is vacant.

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

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

#### VOTING AT MEETINGS.

80. *Votes.*—At any meeting every resolution shall be decided by the votes of the Shareholders present in person or by proxy or by attorney duly appointed, 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 proxy and attorney; and unless a poll be immediately demanded in writing by at least three members present in person, and not by proxy or by attorney, at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

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

82. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by three Shareholders present in person, and not by proxy or by attorney, at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such a manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided; and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

84. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by proxy or attorney shall have one vote only. In case of a poll every Shareholder present in person, or by proxy or attorney shall (except as provided for in the Article immediately following) have one vote for every one share held by him up to ten. He shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares, and an additional vote for every twenty-five shares held by him beyond the first one hundred shares. When voting on a resolution involving the winding up of the Company every Shareholder shall have one vote for every share held by him.

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

86.—*Voting in person or by proxy.*—Votes may be given either personally, or by proxy, or by attorney duly authorized.

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

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

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

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

91. *Form of proxy.*—The instrument appointing a proxy may be in the following form:—

*The Korossa (Ceylon) Rubber Company, Limited.*

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

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

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

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

#### DIRECTORS.

94. *Number of Directors.*—The number of Directors shall never be less than three or more than six.

95. *Their qualification and remuneration.*—The qualification of a Director shall be his holding in his own right shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Rupees (Rs. 1,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Four thousand Rupees (Rs. 4,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

96. *Appointment of first Directors and duration of their office.*—The first Directors shall be Herbert William Unwin of Colombo, Robert Morison of Neboda, David Kerr of Abergeldie, Watawala, and Frank Liesching of Kandy, all in Ceylon, who shall hold office till the First Ordinary General Meeting, when they shall all retire, but shall be eligible for re-election.

97. *Directors may appoint Managing Director or Directors; his or their remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary or Secretaries, Managing Director or Managing Directors, Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time, and on such terms, as the Directors may determine or fix by agreement with the person or persons appointed to the office; and the Directors may from time to time revoke such appointment and appoint another or others Secretary or Secretaries, Managing Director or Managing Directors, Visiting Agent or Agents, Superintendent or Superintendents.

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.

98. *Appointment of successors to Directors.*—The General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent General Meeting. The General Meeting may also fill up any other vacancies occurring amongst the Directors.

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

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

101. *To retire annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in Article 102.

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

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

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

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

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

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

108. *When office of Director to be vacated.*—The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.

- (d) If he ceases to hold the required number of shares to qualify him for the office.  
 (e) If he is concerned or participates in the profits of any contract with, or work done for, the Company.  
 (f) If he is absent from the Island for a period exceeding three months.

But the above rule shall be subject to the following exceptions:—

*Exceptions.*—No Director shall vacate his office by reason of his being a member of any corporation, Company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director; or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors of the Company. Nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

109. *How Directors removed and successors appointed.*—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, and 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.

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

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

#### POWERS OF DIRECTORS.

112. *Management and expenses.*—The business of the Company shall be managed by the Directors either by themselves, or through a Managing Director, and with the assistance of an agent or agents, secretary or secretaries, of the Company to be appointed by the Directors for such period and on such terms as they shall determine; and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary, as otherwise, paid or incurred in connection with the placing of the shares of the Company, and in and about the valuation, purchase, lease, or acquisition of any lands, estates, or property, or any share or shares thereof, or interest therein, that the Company may hereafter purchase, lease, or acquire, and in and about the opening, clearing, planting, cultivation, and development thereof, and of the said Korossa plantations and otherwise in and about the working and business of the Company.

113. *Working arrangements.*—The Directors shall have power to make, and may make, such rules or regulations for the management of the business of the Company in such manner 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, visiting agents, superintendents, inspectors, assistants, clerks, artizans, labourers, and other servants, for such period or periods, and with such remuneration and at such salaries, and upon such terms and conditions, as they may consider advisable and enter into agreements in connection therewith, and from time to time determine the duties of all persons so appointed; and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, officers, visiting agents, superintendents, inspectors, assistants, clerks, artizans, labourers, or servants of the Company, for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

114. *Legal advisers.*—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.

115. *Banking arrangements.*—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 signature as they may appoint to draw, accept, make, endorse, sign, and execute cheques, bills of exchange, and promissory notes, bills of lading, receipts, contracts, and agreements, bonds, mortgages, proxies or appointments to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

116. *Arrangements for amalgamation or sale.*—It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, 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.

117. *General powers.*—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 or 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 executed 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 Article of these presents on the Directors shall not be taken to be limited by any article conferring any special or expressed power.

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

- (1) To take such steps as they think fit to carry into effect the purchase and acquisition of the Korossa Rubber Plantation, subject to the terms and conditions contained in any grant of the several portions of such property, or any modifications thereof.
- (2) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands made by or against the Company.
- (3) To refer any claim or demand made by or against the Company to arbitration, and observe and perform or enforce the award.
- (4) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (5) 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.
- (6) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or realize such investments.
- (7) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board, or any managers or agents abroad, and to fix their remuneration.
- (8) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and to fix the remuneration of, and at any time to remove, such Director or other person or Company, and to annul or vary any such delegation.

The Directors shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

#### PROCEEDINGS OF DIRECTORS.

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

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

121. *Who is to preside at meetings of Board.*—The Board may elect a Chairman of their meetings and determine the period for which he is to hold office, and all meetings of the Directors shall be presided over by the Chairman, if one has been elected and 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.

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

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

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

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

126. *Resolution in writing by all the Directors as valid as if passed at a meeting of Directors.*—A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.



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

- (a) Of all appointments of officers and committees made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of the members of the committee appointed by the Board present at each meeting of the committee.
- (c) Of the resolutions and proceedings of all General Meetings.
- (d) Of the resolutions and proceedings of all meetings of the Directors; and of the committees appointed by the Board.
- (e) Of all orders made by the Directors.

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

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

#### ACCOUNTS.

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

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

132. *Statement of accounts and balance sheet to be furnished to General Meetings.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account of the preceding year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the previous year.

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

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

135. *Division of profits.*—Subject to the rights of Shareholders entitled to shares issued upon special condition, the profits of the Company shall be divisible among the Shareholders in proportion to the amount paid up on the shares held by them respectively. Provided, nevertheless, that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.

#### DIVIDENDS, BONUS, AND RESERVE FUND.

136. *Declaration of dividend.*—The Directors may, with the sanction of the Company in General Meeting, from time to time declare a dividend to be paid, and (or) pay a bonus to the Shareholders according to their rights and interest in the profits, but no dividend shall be payable except out of nett profits.

137. *Interim dividend.*—The Directors may from time to time pay to the Shareholders such interim dividends as in their judgment the position of the Company justifies.

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



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

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

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

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

143. *Notice of dividend ; forfeiture of unclaimed dividend.*—Notice of all interest, or dividends, or bonuses to become payable shall be given to each Shareholder entitled thereto ; and all interest, or dividends, or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

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

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

#### AUDIT.

146. *Accounts to be audited.*—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.

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

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

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

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

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

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

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

#### NOTICES.

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

155. *Shareholders to register address.*—Every Shareholder resident in Ceylon 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.

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

156. *Service of notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending it through the post in a prepaid letter, addressed to such Shareholder at his registered address or place of abode ; and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless and until 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.

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

158. *Date and proof of service.*—Any notice if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a Post 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.

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

#### ARBITRATION.

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

#### EVIDENCE.

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

#### PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, Herbert William Unwin and David Kerr at Talawakele, this 16th day of February, 1907; Forbes Griffith Saunder at Nuwara Eliya and Robert Holme Sumner Scott at Hatton, this 18th day of February, 1907; Nigel Inglesant Lee and James Robert Wight at Kandy, this 21st day of February, 1907; and John Godfrey Palmer at Dikoya, this 22nd day of February, 1907.

HERBERT WILLIAM UNWIN,

DAVID KERR.

FORBES GRIFFITH SAUNDER.

ROBERT HOLME SUMNER SCOTT.

NIGEL INGLESANT LEE.

JAMES ROBERT WIGHT

Witness to the above signatures :

F. LIESCHING,

Proctor, Supreme Court.

JOHN GODFREY PALMER

Witness to the signature of John Godfrey Palmer :

J. H. PARKINSON,

Planter.

THREE months hence I shall apply to His Excellency the Governor for admission as a Notary Public to practise in the Tamil language in Kattan-  
cudyeruppu in the District of Batticaloa.

U. M. YOOSOOF.

Batticaloa, February 26, 1907.

IN terms of section 8 of Ordinance No. 2 of 1877, I, APPACUTTY KANTAIYA of Sarasalai, Jaffna, do hereby give notice that it is my intention to apply, three months hence, to His Excellency the Governor for admission as Notary Public to practise in the District of Jaffna in the Tamil language.

A. KANTAIYA.

Sarasalai, Jaffna, September 15, 1906.

**The Jaffna Trading Company, Limited.**

THE Annual General Meeting of the Shareholders of the Jaffna Trading Company, "Limited," will be held on Thursday, the 28th March, 1907, commencing at 4 P. M., at the registered office of the Company, at Vannarponne, Jaffna.

TAMBLAH S. COOKE,  
Honorary Secretary.

Jaffna, March 6, 1907.

**The Walawe Estates Company, Limited  
(in Liquidation).**

NOTICE is hereby given that a General Meeting of the Shareholders of the above-named Company will be held at No. 20, Baillie street, Fort, Colombo, on Friday, the 19th day of April, 1907, at noon, for the purpose of considering the accounts of the Liquidator and of passing a resolution that the Company has been fairly wound up.

J. A. MCGILLIVRAY,  
Liquidator.

Colombo, March 13, 1907.

**The Blackwater Estate (Klang) Rubber Company,  
Limited.**

NOTICE is hereby given that the Second Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 18, Baillie street, Colombo, on Saturday, the 23rd March, 1907, at noon.

*Business.*

To receive the Directors' Report and Accounts to 31st December, 1906.

To declare a dividend.

To elect a Director.

To appoint an Auditor for the current year, and for such other business as may be brought before the Meeting.

By order of the Directors,

SKRINE & Co.,  
Agents and Secretaries.

Colombo, March 7, 1907.

**The Lanka Rubber Company, Limited.**

NOTICE is hereby given that the Ordinary Annual General Meeting of Shareholders of the Company will be held at the registered office of the Company, No. 1, Baillie street, Fort, Colombo, on Tuesday, 26th March, 1907, at 12 noon.

*Business.*

1. To receive the Report of the Directors and Accounts of the Company for the year 1906.

2. To elect a Director.

3. To appoint an Auditor, and transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from March 14 to 28, 1907, both days inclusive.

By order of the Directors,

LEE, HEDGES & Co.,  
Agents and Secretaries.

Colombo, March 14, 1907.

**The Moneragalla Rubber Company, Limited.**

NOTICE is hereby given that the Second Ordinary General Meeting of Shareholders of this Company will be held at the registered office of the Company, No. 18, Upper Chatham street, on Friday, the 22nd March, 1907, at 3.30 P. M.

By order of the Directors,

GORDON FRAZER & Co.,  
Agents and Secretaries.

March 13, 1907.

**The Hatton Hotel Syndicate, Limited.**

NOTICE is hereby given that the Ordinary General Meeting of Shareholders of the above-named Company will be held at the registered office of the Company, No. 18, Chatham street, Colombo, on Wednesday, the 27th day of March, 1907, at 12 noon, for the following purposes:—

(a) To receive the Report of the Directors and the Accounts made up to the 31st December, 1906.

(b) To elect Directors in the place of Messrs. W. S. T. Saunders, J. P. Ryan, and A. J. Pearson, who retire from office in accordance with the Articles of Association.

(c) To appoint an Auditor for the ensuing year.

(d) To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

H. P. CHURCH,  
Secretary.

Colombo, March 14, 1907.

**The Panagula Rubber Company, Limited.**

**T**HE Fourth Ordinary General Meeting of the Company will be held at Hatton House, Hatton, on Tuesday, 26th March, 1907, at 12 noon:—

*Business.*

To receive the Report of the Directors and Accounts for 1906.

To elect a Director.

To appoint an Auditor.

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

The Transfer Books of the Company will be closed from 26th March to 9th April, 1907.

By order of the Board,

F. LIESCHING,  
Secretary.

Hatton, March 9, 1907.

**S**IX weeks hence I, Ælian Ondaatje of Kegalla, Proctor of the District Court of Kegalla, will apply to the Hon. the Judges of the Supreme Court to be admitted and enrolled a Proctor of the said court.

ÆLIAN ONDAATJE.

Kegalla, March 6, 1907.

**I** DON EDWIN THOMAS JAYAKODDY of 13, Cemetery street, Kotahena, Colombo, do hereby (in terms of section 8 of Ordinance No. 2 of 1877), give notice that three months from the date hereof I shall apply to His Excellency the Governor to be admitted and enrolled a Notary Public to practise in the English language in the District of Colombo.

D. E. THOMAS JAYAKODDY.

The 9th day of January, 1907.

**NOTICES TO MARINERS.**

**H**IS EXCELLENCY THE GOVERNOR has been pleased to direct that the following Notices to Mariners be published for general information.

By His Excellency's command,

G. M. FOWLER,

Acting Colonial Secretary.

Colonial Secretary's Office,  
Colombo, March 15, 1907.

**BENGAL.—No. 86**

*India, West—Bombay coast—Bombay harbour approach—Wreck buoy on wreck of Pilot schooner No. 1 removed.*

With reference to Notice to Mariners No. 294, dated August 13, 1906, issued by this office, the Bombay Government has given further notice (No. 11 of 1907) that the wreck of Pilot Schooner No. 1 being no longer an obstruction or danger to navigation the wreck buoy has been removed.

This notice affects the following Admiralty Charts:—Arabian Sea, No. 1,012; India, West Coast, Sheet I, Vengurla to Cape Comorin, No. 826; Gulf of Kutch to Viziadrug, No. 2,736; India, West Coast, Sheet III., Arnala Island to Kundari, No. 737; and Bombay harbour, No. 2,621; also West Coast of Hindustan Pilot, 4th edition, 1898, page 207.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, February 22, 1907.

**BENGAL.—No. 87.**

*China, East Coast—Yang tse Kiang—Alterations in lights and buoys.*

The British Admiralty has given notice (No. 120 of 1907) that, on or about 1st February next, the following alterations will be made in the lights and buoys in the entrance to the Yang tse Kiang:—

North channel—

(1) Li<sup>4</sup> Chiao occulting light will be discontinued. Approximate position: lat. 31° 30' N., long. 121° 41½' E.

(2) Drinkwater Point light-vessel, exhibiting a white occulting light, will be moved 5 miles N., 85° W., to a position situated approximately in lat. 31° 24½' N., long. 121° 50½' E.

(3) Drinkwater Point light-buoy, painted in red and black horizontal bands, exhibiting an

occulting light, will be re-established at a distance of 12½ miles S., 87° W., from Shaweishan light.

Approximate position: lat. 31° 24½' N., long. 122° 0' E.

(4) Chi Yao bank light-buoy, exhibiting an occulting light, will be withdrawn.

Approximate position: lat. 31° 25½' N., long. 121° 49' E.

(5) A light-buoy, painted black, and named "Middle island gas buoy," will be moored to mark the southern side of the channel, at a distance of 1½ miles S., 45° W., from the site of Lin Chiao lighthouse.

Approximate position: lat. 31° 28½' N., long. 121° 40½' E.

Middle island black can buoy, about 14 cables N., 70° W., from this position, will be withdrawn.

South channel—

(a) A light-buoy, painted red, will be established in a depth of 30 feet at low-water springs, at a distance of 11 cables S., 41° W., from Quarantine beacon.

(b) A conical buoy, painted red, will be established in a depth of 30 feet at low-water springs, at a distance of 1¼ mile S., 16° E., from Quarantine beacon.

The above buoys (a and b) will mark both the limit of the quarantine anchorage and also the northern side of the channel.

(c) The two white bouys at present situated at distances of 9½ cables S., 56° W., and 17 cables S., 1° E., respectively, from Quarantine beacon will be withdrawn.

Approximate position: Quarantine beacon, lat. 31° 26½' N., long. 121° 31½' E.

Variation, 3° westerly in 1907.

**NOTE.**—Changes in the river-bed before the date given for their establishment may make it necessary to select other positions for the above buoys; the positions given above are therefore only approximate.

This notice affects the following Admiralty Charts:—Kueshan islands to Yang tse Kiang, No. 1,199; approaches to Yang tse Kiang, No. 1,602; Wusung river approaches, No. 3,585; also List of Lights, part VI., 1906, No. 814, page 133; and China Sea Directory, vol. III., 1904, pages 402, 403, 409.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, February 22, 1907.

## BENGAL.—No. 88.

*Pacific Ocean—Philippine islands—Luzon, south-east coast—Port Gubat—Shoal reported.*

The British Admiralty has given notice (No. 122 of 1907) that a rocky shoal, with a depth of about 3½ fathoms over it, is reported to exist in Port Gubat, in a position situated at a distance of one mile S., 80° E., from Gubat Church.

Approximate position: lat. 12° 55' N., long. 124° 84' E.

Variation, Nil in 1907.

This notice affects the following Admiralty Chart:—Plan of Port Gubat on Chart No. 3,475; also Eastern Archipelago, part I., 1902, page 351; and Supplement 1906, page 27.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, February 22, 1907.

## BENGAL.—No. 89.

*Red Sea—Gulf of Suez—Newport rock light—date of alteration.*

With reference to Notice to Mariners No. 67, dated February 19, 1906, issued by this office, the British Admiralty has given further notice (No. 123 of 1907), that on 1st February, 1907, the colour of the Newport rock light (*revolving*) will be altered from white to red.

Approximate position: lat. 20° 53' N., long. 32° 33' E.

This notice affects the following Admiralty Charts:—Red Sea, Nos. 2,523 and 8a; Gulf of Suez, No. 757; Suez bay, No. 734; also List of Lights, part V., 1906, No. 1,428; part VI., 1906, No. 166; and Red Sea, &c., Pilot, 1900, page 90.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta

Calcutta, February 22, 1907.

## BENGAL.—No. 90.

*Pacific Ocean—Philippine islands—Luzon, East Coast—Katanduares island—Shoal in Kabugao bay.*

The British Admiralty has given notice (No. 124 of 1907) of the existence of a rocky patch of about one cable in extent, with a least depth of 7 feet over it, situated at a distance of 1½ mile to the southward of Kabugao village, Kabugao bay, in approximately lat. 13° 34' 20" N., long. 124° 16' 55" E.

This notice affects the following Admiralty Chart:—The Philippine islands between San Bernadino and Mindoro straits, No. 2,577; also Eastern Archipelago, part I., 1902, page 379; and Supplement, 1906, page 31.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, February 22, 1907.

## BENGAL.—No. 91.

*Eastern Archipelago—Sulu sea—Palawan, East Coast—Rasa (Flat) island—Shoal to the northward.*

The British Admiralty has given notice (No. 125 of 1907) of the existence of a shoal of small extent, with a least depth of 5 feet over it, to the northward of Rasa, or Flat island, off the east coast of Palawan island, situated in a position from which Casuarina Point bears S. 60° W., distant 1½ mile, and the eastern extremity of Flat island S., 26° E.

Approximate position: lat. 9° 15½' N., long. 118° 25½' E.

Variation, 1° easterly in 1907.

This notice affects the following Admiralty Charts:—China sea, No. 2,6606; Palawan island, No. 967; also China Sea Directory, vol. II., 1906, page 278.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, February 22, 1907.

## BENGAL.—No. 92.

*Eastern Archipelago—Celebes, West Coast—Makassar approach—Kapoposang—Light established.*

With reference to Notice to Mariners No. 225, dated June 26, 1906, issued by this office, the British Admiralty has given further notice (No. 126 of 1907) that a white flashing light every five seconds, of the 5th order, elevated 108 feet above high water, and visible in clear weather from a distance of 16 miles, has been established on an iron framework support, 108 feet high, and painted white, erected on the western point of Kapoposang island.

Approximate position: lat. 4° 41½' S., long. 118° 56½' E.

This notice affects the following Admiralty Charts:—Eastern Archipelago, No. 941b; Strait of Makassar, No. 2,637; approach to Makassar, No. 1,293; also List of Lights, part VI., 1906, page 93; Eastern Archipelago, part II., 1904, page 311; and Supplement, 1906, page 16.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, February 22, 1907.

## BENGAL.—No. 93.

*Eastern Archipelago—Celebes, West Coast—Makassar strait approach—Palos bay—Intended light.*

The British Admiralty has given notice (No. 136 of 1907) that a white group flashing light, of the 4th order, showing groups of two short flashes every ten seconds, and visible in clear weather from a distance of 25 miles, will be established on an iron framework support, 69 feet high, and painted white, erected on the north-western point of Palos bay.

Approximate position on chart No. 3,209: lat. 0° 38' S., long. 119° 44' E.

Further notice will be given.

This notice affects the following Admiralty Charts:—Australia, No. 2,759a; Eastern Archipelago, No. 941b; China sea, No. 2,6606; Strait of Makassar, No. 2,636; plan of Palos bay on chart No. 3,209; also List of Lights, part VI., 1906, page 93; and Eastern Archipelago, part II., 1904, page 320; and Supplement, 1906, page 17.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, February 22, 1907.

## BENGAL.—No. 94.

*Eastern Archipelago—Celebes, West Coast—Makassar strait—Cape Williams—Intended light.*

The British Admiralty has given notice (No. 137 of 1907) that a white flashing light every five seconds, of the 4th order, elevated 272 feet above high water, and visible in clear weather from a distance of 23 miles, will be established on an iron framework support 69 feet high, and painted white, erected on Cape Williams (tanjong Rangas), Makassar strait.

Approximate position: lat. 2° 37½' S., long. 118° 48½' E.

Further notice will be given.

This notice affects the following Admiralty Charts:—Australia, No. 2,759a; Eastern Archipelago No. 941b; Strait of Makassar, No. 2,637; plan of Manuyar bay on chart No. 3,209; also List of Lights part VI., 1906, page 93; and Eastern Archipelago, part II., 1904, page 319

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, February 22, 1907.

## BENGAL.—No. 95.

*Eastern Archipelago—Celebes, West Coast—Makassar strait—Cape Mandar—Intended light.*

The British Admiralty has given notice (No. 138 of 1907) that a white group flashing light, of the 4th order, showing groups of two short flashes every ten seconds, elevated 246 feet above high water; and visible in clear weather from a distance of 22 miles, will be established on an iron framework support 69 feet high, and painted white, erected on Cape Mandar (tanjong Rangasa), Makassar strait.

Approximate position: lat.  $3^{\circ} 33\frac{1}{2}'$  S., long.  $118^{\circ} 55\frac{1}{2}'$  E.

Further notice will be given

This notice affects the following Admiralty Charts:—Australia, No. 2,759a; Eastern Archipelago, No. 491b; Strait of Makassar, No. 2,637; Plan of Majene road on chart No. 2,662; also List of

Lights, parts VI., 1906, page 93; and Eastern Archipelago, part II., 1904, page 317.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, February 22, 1907.

## BENGAL.—No. 96.

*Australia—Torres strait, inner route—Dhu (d) reef beacon blown down.*

The Port Master, Brisbane, has given notice (No. of 1907) that the beacon on Dhu (d) reef has been blown down.

The beacon will be replaced as soon as practicable. Chart affected: No. 2,922, Australia Directory, vol. II.

ST. L. S. WARDEN, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, February 25, 1907.

## ROAD COMMITTEE NOTICES.

## Dotale Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for repairing the Dotale road at slip on 11th mile (Estimate No. 309 of 1907), the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 23, 1907, at 1.30 o'clock p.m., at their office in Kandy, proceed to assess the under-mentioned estates at the rate of Rs. 0373c. per acre, to make up the private contributions:—

Government moiety	..	Rs. 187-50
Private contributions	..	Rs. 192-30
<b>Proprietors or Agents.</b>	<b>Estates.</b>	<b>Acreage.</b>
Mackwood & Co.	.. Inchstelly	.. 110
H. A. Beachroft	.. Muttotte	.. 40
E. G. Simpson	.. Simpson's Land..	150
Colombo Commercial Company, Limited.		
(J. G. Wardrop)	.. Hunasgiriya	.. 1,250
S. Velepillai & Sons	.. Tanahena	.. 52
G. A. Mackenzie	.. Talingamadde	.. 70
Bosanquet & Co.	.. Algooltenna, Hap-puwidde, Kitulgalla, Dotalla, Elkaduwa	.. 1,774
F. T. Hadden	.. Halgalla & Hunugalla	.. 724
E. G. Beilby	.. Wegalla	.. 344
H. L. Anley	.. Mahatenna	.. 381
C. Gordon	.. Galgawatta	.. 247
B. Aryaratna	.. Tolloigala	.. 40

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, March 1, 1907.

## Gampola-Dolosbage Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance to the under-mentioned road during 1907, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, March 23, 1907, at 1.30 o'clock p.m., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contribution:—

GAMPOLA-DOLOSBAE ROAD.  
(Maintenance, 1907).

Government moiety	..	Rs. 2,600
Private contribution	..	Rs. 2,600
1st and 2nd sections, 1 mile.		
<b>Proprietors or Agents.</b>	<b>Estates.</b>	<b>Acreage.</b>
E. L. F. de Soysa (B. Mendis)	.. Lantern Hill	.. 357
W. S. Blackett	.. Jack Tree Hill	.. 295
1st to 3rd section, 1½ mile.		
W. S. Blackett	.. Gertiville	.. 42
1st to 6th section, 3 miles.		
A. J. Stephens (P. J. M. Box)	.. Cooroondoowatte	459
Do.	.. Hapugahawatte..	120
Lewis Brown (R. Wilson)	.. Meddegodde	.. 383
1st to 8th section, 4 miles.		
G. C. S. Hodgson (F. R. Bisset)	.. Somerset	.. 436

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, March 2, 1907.

**Barnagalla-Meenagalla Road.**

NOTICE is hereby given that in terms of sections of the Estate Roads Ordinance, No. 12 of 1902, a general meeting of the proprietors or resident managers of the estates interested in the Barnagalla-Meenagalla road will be held on Thursday, March 21, 1907, at 3 P.M., at Gallamudena Bungalow, for the purpose of electing a Local Committee to perform the duties imposed upon the said Committee by the Ordinance.

Notice is also given that the Local Committee will, as soon as elected, in terms of section 18 of the Ordinance, after receiving objections, if any, and taking evidence, if necessary, determine and make report to the Provincial Committee on—

- (1) The sections into which the road is to be divided for upkeep assessments.
- (2) The estates which, in their opinion, are interested in and will use each section of the road or of any part thereof.
- (3) The acreage or reputed acreage of the land belonging to each estate.
- (4) The names of the proprietors, resident managers, or superintendents, and of the agents.

NOTE.—The General Meeting for the election of the Local Committee must consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

J. P. LEWIS,  
Chairman, Provincial Road Committee.

Provincial Road Committee's Office,  
Kandy, March 6, 1907.

**Deniyaya-Hayes Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1907, the Provincial Road Committee of the Southern Province, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, April 27, 1907, at 1 o'clock P.M., at their office in Galle, proceed to assess the under-mentioned estates to make up the private contributions:—

**DENIYAYA-HAYES ROAD.**

(Estimate No. 397 of 1907.)

Government moiety .. Rs. 3,600-00  
Private contribution .. Rs. 3,654-82

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
D. M. Rajapaksa (D. M. Rajapaksa)	Deniyaya	102

1st and 2nd sections, 2 miles.

D. M. Rajapaksa, lessee (D. M. Rajapaksa)	Kekunahena	60
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1st to 4th section, 4 miles.

J. Anderson (George Steuart & Co.)	Handford	758
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1st to 6th section, 6 miles.

E. C. Anderson (E. C. Anderson)	Anningkanda	780
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1st to 8th section, 8 miles.

Lipton, Limited (Lipton, Limited)	Panilkanda	852
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1st to 10½ section, 10½ miles.

Union Estates Company, Limited (Whittall & Co.)	Hayes	1,206
Do. ( do. )	Gongalla	574

Proprietors or Agents.	Estates.	Acreage.
Union Estates Company, Limited, (lessees Whittall & Co.)	Longford	257
		4,589

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

C. M. LUSHINGTON,  
Chairman, Provincial Road Committee.  
Provincial Road Committee's Office,  
Galle, February 26, 1907.

**Kadugannawa-Allagalla Road.**

NOTICE is hereby given that, in terms of the Branch' Roads Ordinance, No. 14 of 1896, a general meeting of the proprietors or resident managers of the estates interested in the Kadugannawa-Allagalla road will be held at the Kirimettiya Bungalow on Thursday, March 28, 1907, at 3 P.M.

**Business.**

1. To elect a new Local Committee to perform the duties imposed by the Ordinance for two years.
2. The Local Committee to consider and report to the Provincial Committee with regard to—

- (1) The acreage of the land belonging to each estate.
- (2) The sections used by each estate.
- (3) The names of the proprietors, resident managers, or superintendents, and of the agents of each estate.

for an assessment on the private contribution of Rs. 1,419-15 on the maintenance estimate for 1907, and to transact such other business as may come before it.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, March 11, 1907.

**Gammaduwa-Rattota Road.**

NOTICE is hereby given that, in terms of section 11 of the Estate Roads Ordinance, No. 12 of 1902, a general meeting of the proprietors or resident managers of the estates interested in the Gammaduwa-Rattota road will be held in the Kensington District Store on Saturday, March 30, 1907, at 3 P.M., for the purpose of electing a Local Committee to perform the duties imposed by the Ordinance.

Notice is also given that the Local Committee will, as soon as elected, in terms of section 18 of the Ordinance, after receiving objections, if any, and taking evidence, if necessary, determine and make report to the Provincial Committee on—

- (1) Thesections into which the road is to be divided for upkeep assessments.
- (2) The estates which, in their opinion, are interested in and will use each section of the road or of any part thereof.
- (3) The acreage or reputed acreage of the land belonging to each estate.
- (4) The names of the proprietors, resident managers, or superintendents, and of the agents.

NOTE.—The general meeting for the election of the Local Committee must consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, March 11, 1907.



## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

## Statement of Receipts and Disbursements on account of the Municipal Fund from January 1 to December 31, 1906.

REVENUE.	Estimated Receipts to		EXPENDITURE.	Estimated		Disbursements to	
	Revenue for 1906.	Dec. 31, 1906.		Expenditure for 1906.	Dec. 31, 1906.		
	Rs.	c.		Rs.	c.	Rs.	c.
1 Commutation under Road Ordinance ...	105,000	0	111,764	0			
2 Tax on vehicles and animals (under section 128 of Ord. No. 7 of 1887) ...	40,000	0	46,422	50			
2a Do. costs ...	150	0	140	71			
3 Dog tax ...	5,000	0	6,448	94			
3a Do. costs ...	—	—	—	—			
<i>Licenses.</i>							
4 Carriages and jinrickshas for hire ...	14,000	0	14,729	75			
5 Passenger hackeries for hire ...	500	0	486	40			
6 Cart, coach, and tram cars ...	6,000	0	6,959	70			
7 Boat ...	70	0	65	55			
8 Boat—issued by Master Attendant ...	4,000	0	—	—			
9 Gun—issued by Government Agent ...	1,000	0	1,081	34			
10 To sell intoxicating liquors—issued by Government Agent ...	17,000	0	17,337	50			
11 Butchers ...	250	0	—	—			
12 Coal depôts, tanneries, &c. ...	900	0	635	0			
13 To slaughter cattle, sheep, and pigs (special) ...	250	0	197	0			
14 To sell meat (special) ...	275	0	385	0			
15 To sell fish (special) ...	300	0	270	0			
16 Opium ...	55,000	0	54,967	5			
17 Petroleum ...	2,500	0	1,832	0			
18 Guides ...	175	0	156	0			
19 Poison ...	200	0	152	0			
20 Auctioneers and brokers ...	4,000	0	4,150	0			
21 Stamp duty on advocates, proctors, and notaries' certificates and articles of clerkship ...	3,600	0	5,505	25			
22 Stamp duty on licenses on arrack taverns, less 5 per cent. (cross entry) ...	9,975	0	9,975	0			
<i>Judicial Fines.</i>							
23 By Municipal Magistrate ...	30,000	0	38,458	43			
24 By Police Magistrate ...	75	0	12	25			
<i>Tolls.</i>							
25 Victoria bridge, Grandpass ...	82,110	0	82,110	0			
26 Bambalapitiya ...	53,533	0	53,533	0			
Do. arrears, 1905 ...	—	—	8,658	82			
27 Mutwal ferry ...	2,160	0	2,160	0			
28 Lock-gate ...	315	0	358	85			
Do. arrears, 1905 ...	—	—	81	67			
<i>Markets.</i>							
29 Edinburgh, fruit and vegetable ...	1,000	0	961	84			
30 Price park, fruit and vegetable ...	3,000	0	3,918	20			
31 Edinburgh, meat ...	5,000	0	5,202	50			
32 Edinburgh, meat—lighting charges paid by stall-holders ...	600	0	508	0			
33 St. John's fish mart ...	732	0	838	26			
34 St. John's boutique and fruit and vegetable market ...	1,200	0	181	68			
35 St. John's fish market ...	4,560	0	2,246	56			
36 Dean's road market ...	14,000	0	16,089	42			
37 Dean's road market—lighting charges paid by stall-holders (cross entry) ...	1,100	0	1,092	12			
38 Grandpass market ...	2,500	0	1,959	73			
39 Kollupitiya market ...	900	0	1,046	0			
40 Mohammedan meat market, Dhobies' pond ...	720	0	720	0			
41 Gintupitiya street market ...	2,500	0	2,350	0			
42 Gintupitiya street market—lighting charges paid by stall-holders ...	200	0	188	0			
43 Slave Island market ...	8,500	0	8,610	0			
44 Bambalapitiya market ...	600	0	586	0			
45 Market, costs ...	150	0	461	85			
Grandpass market—arrears ...	—	—	250	0			
<b>I.—CHARGES ON ACCOUNT OF MUNICIPAL DEBT.</b>							
1 Annuity for Waterworks ...	100,000	0	100,000	0			
2 Annuity for Victoria bridge ...	8,000	0	8,000	0			
3 Interest and Sinking Fund on drainage works, 3½ per cent. interest and 1 per cent. Sinking Fund on Rs. 3,000,000 ...	135,000	0	46,404	61			
<b>II.—ESTABLISHMENT.</b>							
4 Salaries ...	139,175	40	134,507	95			
5 Audit of accounts ...	4,301	27	4,299	53			
6 Pensions ...	16,127	76	16,435	65			
<i>Contingencies.</i>							
7 Allowances ...	18,908	8	16,205	12			
8 Stationery ...	4,500	0	4,484	2			
9 Furniture ...	550	0	537	79			
10 Inspectors' uniform, &c., including boot allowance ...	1,636	33	1,447	38			
<b>III.—COMMUTATION UNDER ROAD ORDINANCE.</b>							
11 Commission, &c. ...	15,500	0	14,515	68			
12 Refunds ...	250	0	75	70			
<b>IV.—LICENSES AND TAXES.</b>							
<i>(i.) Dog Tax.</i>							
13 Commission, &c. ...	125	0	—	—			
14 Capture of dogs ...	3,300	0	3,086	70			
15 Dog collars ...	500	0	492	90			
16 Refunds ...	15	0	1	0			
<i>(ii.) Vehicles and Animals Tax.</i>							
17 Commission, &c. ...	500	0	351	0			
18 Tin plates ...	80	0	58	50			
19 Refunds ...	50	0	26	36			
<i>(iii.) Carriage, Cart, Hackery, and Jinricksha Licenses.</i>							
20 Tin plates ...	275	0	267	64			
21 Painting ...	170	0	157	47			
22 Branding ...	120	0	32	28			
23 Badges ...	730	0	723	75			
24 Fare tables ...	440	0	435	0			
<b>V.—MARKETS.</b>							
<i>(i.) Establishment, &amp;c.</i>							
25 Edinburgh markets, keeper's salary ...	405	0	368	75			
26 Edinburgh markets, assistant market keeper's salary ...	180	0	180	0			
27 Edinburgh markets, collector's salary ...	240	0	239	99			
28 Edinburgh market, coolies' wages ...	750	0	747	91			
29 St. John's market, overseer's salary ...	120	0	—	—			
30 St. John's market, cooly's wages ...	150	0	—	—			
31 Kollupitiya market, cooly's wages ...	150	0	150	0			
32 Dean's road market, keeper's salary ...	512	0	453	75			
33 Dean's road market, coolies' wages ...	660	0	630	0			
34 Gintupitiya street market, cooly's wages ...	150	0	150	0			
35 Slave Island market, keeper's salary ...	240	0	240	0			
36 Slave Island market, coolies' wages ...	150	0	150	0			
37 Mohammedan meat market, cooly's wages ...	150	0	150	0			

\* Not in Budget.

REVENUE.	Estimated Receipts to Revenue for 1906.		Dec. 31, 1906.		EXPENDITURE.	Estimated Expenditure for 1906.		Disbursements to Dec. 31, 1906.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
<i>Slaughter-houses.</i>									
46 Dematagoda, slaughtering fees	16,050	0	20,056	5	38 Bambalapitiya market, cooly's wages	150	0	150	0
47 Do. feeding fees	17,550	0	24,129	45	39 Price park market, cooly's wages	120	0	120	0
48 Do. sale of blood	225	0	225	0	40 Kollupitiya and Bambalapitiya markets, keeper's salary	287	0	287	0
49 Do. sale of manure	100	0	104	0	41 St. John's fish market, keeper	360	0	356	0
50 Do. cost of gas to stove	300	0	339	45	42 St. John's fish market, collector	340	0	340	0
51 Madampitiya, slaughtering fees	3,000	0	2,524	80	43 St. John's fish market, six coolies	900	0	800	0
52 Do. feeding fees	3,000	0	2,525	10	44 Grandpass market, keeper and collector	514	84	514	84
53 Do. grass land	180	0	165	0	45 Grandpass market, four coolies	600	0	400	0
54 Fees for inspection of frozen meat	800	0	1,399	64	<i>(ii.) Other Charges.</i>				
<i>Health Department.</i>									
55 Recoveries from householders for conserving latrines	150,000	0	157,351	86	46 Dean's road market lighting—recoverable from stall-holders (cross entry)	1,100	0	1,090	0
56 Recoveries from householders for buckets sold	300	0	166	0	47 Fish blocks for markets	100	0	—	—
57 Recoveries from householders for disinfectants, &c.	750	0	917	73	48 Tools and equipment	550	0	420	38
58 Recoveries from householders on account clearing cesspit privies	1,000	0	1,037	0	227 Pay office, Kachcheri Road market	302	31	296	29
59 Lease of grass land at night soil depot	3,672	0	3,548	0	231 Demolishing of St. John's vegetable market	180	16	180	16
ASSESSMENT ACCOUNT.									
<i>Consolidated Rates.</i>									
Consolidated rate—arrears	—	—	13	75	275 Tats for markets	500	0	—	—
60 Do. do. 1902	100	0	99	93	VI.—SLAUGHTER-HOUSES.				
61 Do. do. 1903	500	0	129	56	<i>(i.) Establishment.</i>				
62 Do. do. 1904	1,000	0	703	2	49 Dematagoda, superintendent's salary	1,000	0	999	96
63 Do. do. 1905	99,000	0	111,215	25	50 Dematagoda, assistant superintendent and clerk's salary	600	0	600	0
64 Consolidated rate, current, 1906 (4th quarter, 1905, to 3rd quarter, 1906)	425,000	0	543,374	88	51 Dematagoda, coolies' wages	1,400	0	1,431	67
64a Consolidated rate, 1907 (4th quarter, 1906, to 3rd quarter, 1907)	25,000	0	31,872	68	52 Madampitiya, keeper's salary	462	0	311	68
65 Consolidated rate, costs	12,000	0	21,878	31	53 Madampitiya, coolies' wages	240	0	159	92
<i>Sale of Water.</i>									
66 Sale of water	155,000	0	182,322	36	<i>(ii.) Other Charges.</i>				
67 Costs on recoveries by warrants	100	0	40	57	54 Dematagoda, superintendent's jinricksha allowance	180	0	180	0
MISCELLANEOUS.									
68 Military contribution for lighting Fort	1,702	0	1,701	84	55 Dematagoda, assistant and clerk's house allowance	180	0	180	0
69 City Analyst's fees	10	0	—	—	56 Dematagoda, oil, carbolic acid, &c.	250	0	106	86
70 Fees for registering bonds	100	0	158	0	57 Madampitiya, keeper's jinricksha allowance	180	0	105	0
71 Trunk roads (cross entry)	30,000	0	32,570	0	58 Madampitiya, oil, carbolic acid, &c.	75	0	41	77
72 Tramway mileage	4,834	0	4,833	32	59 Dematagoda, feeding charges	4,300	0	4,205	15
73 Rent of grass lands and other property	4,000	0	6,395	75	60 Madampitiya, feeding charges	100	0	19	31
74 Racquet court fees	150	0	54	3	61 Tools, &c., for slaughter-houses	355	0	206	91
75 Galle Face, grazing fees	500	0	418	79	62 Dematagoda, removal of undigested food	60	0	60	0
76 Victoria park, grazing fees	250	0	433	50	63 Dematagoda, burying carcasses of cattle	60	0	36	0
77 Campbell's park, grazing fees	180	0	141	65	222 Roughening floor of admission and remaining shed, slaughter-house, Dematagoda	111	71	94	31
78 Price recreation ground, grazing fees	180	0	200	88	229 Conversion of store room at slaughter-house, Madampitiya, &c., for sheep admission sheds	277	75	275	26
79 Fees for testing and stamping weights and measures	250	0	559	62	VII.—GENERAL CEMETERIES.				
80 Fees from tennis court, Victoria park	30	0	50	50	<i>(i.) Establishment.</i>				
81 Interest	33,000	0	47,515	53	64 Kanatta, keeper's salary	800	0	799	92
82 Miscellaneous	—	—	4,571	85	65 Kanatta, sexton's salary	600	0	600	0
Sale of stores	—	—	—	—	66 Kanatta, coolies' wages	1,110	0	1,110	0
Mulet	—	—	1,072	40	67 Madampitiya, keeper's salary	600	0	600	0
Town Hall fees	—	—	—	—	68 Madampitiya, coolies' wages	300	0	285	0
Overplus at sales	5,000	0	—	—	<i>(ii.) Other Charges.</i>				
Sale of tender and specification forms	—	—	57	25	69 Kanatta, house allowance to keeper	360	0	360	0
Sale of scavenging rubbish	—	—	—	—	70 Contingencies	600	0	98	33
Deposits made by tenderers	—	—	—	—					
Sale of timber	—	—	—	—					

\* Not in Budget.

REVENUE.	Estimated Revenue for 1906.		Receipts to Dec. 31, 1906.		EXPENDITURE.	Estimated Expenditure for 1906.		Disbursements to Dec. 31, 1906.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
83 General cemeteries account	5,000	0	5,643	50					
84 Rent of Superintendent's quarters, bridge-of-boats	300	0	535	0	71 Upkeep of buildings	552	0	165	17
85 Rent of dynamite magazine	50	0	50	0	72 Weeding grounds, &c.	172	0	159	56
86 Fees from the Hon. the Treasurer for testing kerosine oil	900	0	—	—	VIII.—PRINTING DEPARTMENT.				
87 Guides' badges account	10	0	—	—	(i.) <i>Establishment.</i>				
Sanitary Department: Sale of disinfectants	—	—	28	48	73 Remuneration for supervision of Printing Department	500	0	499	92
Advances of previous year adjusted	—	—	2,939	78	74 Salaries of Printing Staff	4,438	0	4,428	10
Store excess over debit in estimate No. 176/04	—	—	22,867	95	75 Cooly's wages	180	0	180	0
Store excess over debit on advance account stores	—	—	7,901	28	(ii.) <i>Other Charges.</i>				
					76 General upkeep	700	0	636	56
					77 Repairs and upkeep of machinery and for gas	380	0	226	56
					230 Electric fans and lights	510	0	510	0
					291 Purchase of large types for Printing Department	200	0	—	—
					IX.—ASSESSMENT DEPARTMENT.				
					<i>Water.</i>				
					78 Extension of water service...	10,000	0	5,283	26
					79 Shifting and repairs to stand-posts, &c.	1,000	0	151	45
					80 Refund of water-rate	100	0	1	96
					<i>Police.</i>				
					81 Maintenance of police	60,000	0	60,000	0
					<i>Assessment.</i>				
					82 Advertisements	1,500	0	521	16
					83 Commission to collectors	15,000	0	13,857	44
					84 House numbers, &c.	200	0	—	—
					85 Costs in legal proceedings	1,000	0	818	75
					86 Refund of consolidated rate	500	0	107	21
					87 Commission for assessing properties	1,500	0	1,455	3
					<i>Lighting.</i>				
					88 Lighting public streets (gas)	131,800	0	123,369	0
					89 Extension of lighting	6,000	0	4,798	32
					90 Arc lighting of Fort	18,500	0	17,969	80
					91 Shifting of lamps and repairs to gas fittings, &c.	2,000	0	1,653	64
					92 Lighting Municipal buildings	10,417	0	8,752	7
					93 Gas apparatus, chemicals, fittings, &c....	200	0	0	77
					X.—MISCELLANEOUS.				
					<i>Secretary's Department.</i>				
					94 Library	500	0	224	92
					95 Contribution to Law Library	500	0	500	0
					96 Costs in legal proceedings	3,628	35	3,628	35
					97 Rent of site, Grandpass latrine	10	0	—	—
					98 Guides' coats	60	0	—	—
					99 Contribution to Volunteer Band	4,500	0	4,500	0
					100 Advertisements	1,500	0	635	32
					101 Refund of fines	300	0	9	50
					102 Refund of value of guides' badges	15	0	4	50
					103 Expenses of bookbinding	400	0	399	95
					104 Subscription to newspapers...	100	0	91	50
					105 Cost of peons' belts	35	0	33	0
					106 Refund of rents, &c.	60	0	10	0
					107 Cost of grazing tickets	200	0	177	90
					108 Postage	400	0	210	0
					109 Subscription to telephone exchange...	125	0	79	45
					110 Fees for testing kerosine oil	500	0	357	0
					111 Extra clerk, Commutation Department, for 8 months	160	0	—	—
					112 Contribution to Government on account of electrical apparatus	100	0	100	0
Carried forward	1,477,728	0	1,763,114	16	113 Miscellaneous	5,000	0	4,067	13

\* Not in Budget.

REVENUE.	Estimated	Receipts to	EXPENDITURE.	Estimated	Disburse-
	Revenue	Dec. 31,		Expendi-	ments to
	for 1906.	1906.		ture for	Dec. 31,
	Rs. c.	Rs. c.		1906.	1906.
				Rs. c.	Rs. c.
Brought forward ...	1,477,723 0	1,763,114 16			
			114 Head Guide ...	360 0	330 0
			223 Allowance to Visvasan, cooly ...	60 0	60 0
			235 Water connection to dog pound ...	43 67	23 13
			258 Site of Municipal school and costs ...	11,420 0	11,250 0
			268 Design for scavenging carts ...	50 0	50 0
			269 Number plates, &c., Maradana ...	3,410 75	—
			276 Seizure of cattle straying on public road, 3 months ...	540 0	540 0
			277 Allowances to Perumal and Pitchay, coolies, at Rs. 5 each from August ...	50 0	40 0
			278 Cost of survey of land for Drainage Works ...	451 53	451 53
			281 Typewriter for Secretary's Department ...	350 0	350 0
			287 Gratuity to widow of Peon Sardial ...	40 0	40 0
			290 Cost of fixing number plates to houses in San Sebastian and Slave Island ...	2,835 75	—
			XI.—FIRE BRIGADE.		
			115 Salaries, wages, &c. ...	11,973 0	11,036 29
			116 Uniforms, &c. ...	2,589 0	2,065 80
			117 Appliances ...	6,247 0	1,762 37
			118 Stores ...	1,500 0	1,268 66
			119 Horses ...	1,800 0	1,800 0
			120 Telephone ...	900 0	172 49
			121 Working expenses and lights ...	1,860 0	923 38
			122 Upkeep of buildings ...	500 0	279 27
			123 Upkeep of Central Fire Station ...	596 0	427 29
			228 Windows and doors for Fire Brigade Station ...	630 24	619 31
			XII.—PUBLIC HEALTH DEPARTMENT.		
			<i>Sanitary Branch.</i>		
			124 Maintenance and repair of camps ...	1,000 0	216 0
			125 Prevention of infectious diseases ...	7,500 0	6,854 88
			126 Cost of disinfectants ...	1,250 0	455 72
			127 Wages of disinfecting coolies ...	1,080 0	1,075 92
			128 Transport of infected goods ...	780 0	2 0
			129 Working of disinfector ...	150 0	107 50
			130 Commuted allowance for analytical work ...	6,000 0	6,000 0
			131 Purchase of samples for analyses ...	250 0	6 97
			132 Fees to Bacteriologist ...	126 0	126 0
			133 Midwives' salary and equipment ...	3,500 0	3,320 80
			134 Prevention of diseases in animals (Veterinary) ...	200 0	92 73
			135 Salary of Inspector of outside dairies and laundries ...	1,200 0	1,200 0
			136 Plague camp buildings ...	500 0	241 99
			137 Repairs to ambulance carts ...	345 0	—
			219 Upkeep, cattle segregation camp, Kanatta ...	564 0	487 65
			220 Working of equifex disinfector ...	250 0	79 43
			233 Repairs to furniture, &c., at vaccine stations ...	97 0	50 11
			257 Sanitary Brigade Account... ..	4,500 0	4,295 32
			270 Upkeep of Plague Camp ...	1,146 47	1,067 93
			XIII.—PUBLIC HEALTH DEPARTMENT.		
			<i>Conservancy Branch.</i>		
			138 Salaries, wages, and allowances ...	14,221 88	13,921 11
			139 Conservancy of dry-earth closets ...	65,000 0	63,290 29
			140 Supply of coir dust ...	5,896 0	5,527 70
			141 Stationery, &c. ...	1,000 0	711 88
Carried forward ...	1,477,723 0	1,763,114 16			

\* Not in Budget.

REVENUE.	Estimated Revenue for 1906.		Receipts to Dec. 31, 1906.		EXPENDITURE.	Estimated Expenditure for 1906.		Disbursements to Dec. 31, 1906.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Brought forward ...	1,477,723	0	1,763,114	16					
					142 Refunds ...	1,000	0	508	0
					143 Hire of bulls ...	46,500	0	42,894	43
					144 Construction and repair of night-soil carts ...	10,000	0	9,686	77
					145 Miscellaneous ...	750	0	798	15
					146 Post card reminders and postage ...	500	0	250	0
					147 Supervisors' uniform, &c. ...	1,000	0	707	94
					148 Cost of disinfectants ...	750	0	914	68
					149 Repair of buildings (cart and cattle sheds at night-soil depôt) ...	2,000	0	1,992	33
					150 Repairs and maintenance of roads at night-soil depot...	3,900	0	3,046	85
					151 Construction of shed for night-soil carts ...	1,562	0	1,250	82
					152 Rent of night-soil depot, Narahenpita ...	1,638	0	1,638	0
					153 Septic tanks... ..	499	0	346	55
					154 Metalling Narahenpita road ...	2,800	0	2,722	54
					224 Typewriter, Conservancy Branch ...	375	0	375	0
					236 Washing places for carts, night-soil depôt ...	520	37	436	66
					242 Laying water to Glenie street latrine ...	172	29	—	—
					282 4 Overseers of grass fields for 3 months @ Rs. 45 (Rs. 30 salary and Rs. 15 allowance for each) ...	540	0	522	57
					283 Carts for conveyance of infected and disinfected articles from the disinfector...	478	59	160	17
					285 Establishment and rent of land for Plague Camp ...	384	0	—	—
					XIV.—MUNICIPAL BUILDINGS.				
					Works Department.				
					155 Upkeep and repairs—				
					Town Hall, cleaning and maintenance ...	2,428	0		
					Toll-houses ...	600	0		
					Guides' shelter ...	90	0		
					Gas testing room ...	104	0	3,124	17
					Store and workshop ...	435	0		
					No. 2, Hulftsdorp street ...	120	0		
					Ten per cent. contingencies ...	134	0		
					156 Markets, repairs of ...	9,702	0		
					Slaughter-houses, repairs ...	2,603	51		
					Do. quarterly white-washing ...	1,200	0	11,106	66
					Contingencies ...	607	0		
					157 Repairs of latrines ...	1,003	92		
					Quarterly whitewashing ...	888	0	1,451	97
					Monthly whitewashing ...	420	0		
					Contingencies ...	165	0		
					271 Cleaning, painting, &c., Town Hall ...	1,408	0	1,302	99
					XV.—ROADS, BRIDGES, AND CULVERTS.				
					(i.) Establishment.				
					158 Salaries and allowances to overseers... ..	11,855	9	11,490	12
					(ii.) Upkeep.				
					159 General upkeep of roads ...	17,100	0	17,778	3
					160 Upkeep of metal roads upon sub-estimates ...	151,451	0	135,871	63
					161 Upkeep of gravel roads, lanes, and footways upon sub-estimates ...	44,143	0	38,116	9
					162 Purchase and repairs of tools for roads ...	3,200	0	3,016	87
					163 Purchase and repairs of tools for works ...	2,850	0	2,576	77
					164 Repairs to steam rollers ...	5,463	0	5,356	81
					165 Repairs to bridges, culverts, drains, &c. ...	10,000	0	9,933	25
					166 Watering streets ...	17,000	0	14,722	95
					167 Upkeep of carriage stands ...	221	0	193	50
Carried forward	1,477,723	0	1,763,114	16					

REVENUE.	Estimated Revenue for 1906.		Receipts to Dec 31, 1906.		EXPENDITURE.	Estimated Expenditure for 1906.		Disbursements to Dec. 31, 1906.		
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.	
Brought forward ...	1,477,723	0	1,763,114	16						
					168	Painting Church street enclosure, &c. ...	515	0	318	79
					238	Skew bridge, Parson's road ...	4,946	53	—	—
					239	New bridge, Slave Island ...	5,417	0	—	—
					240	Footway, Baillie street ...	830	0	792	27
					244	Cost of 15-ton compound steam roller ...	15,421	84	—	—
					255	Conversion of Staples street, &c., from gravel into metal road ...	7,500	0	—	—
					261	Extension of Ferry street to join Skinner's road south ...	2,500	0	—	—
					264	Improvement, Rodney street ...	770	4	578	33
					273	Paving Ferry lane ...	759	0	478	92
					284	Forming and gravelling reservation between Temple and Jail roads ...	964	20	669	46
					288	Laying side drains, improving roadway, &c., near Municipal dog pound ...	73	85	40	80
						XVI.—SCAVENGING.				
					169	Scavenging... ..	120,238	0	110,370	53
					293	Expenses in inspecting Refuse Destroyers ...	68	44	68	44
						XVII.—DRAINS.				
					170	Conservancy of sewers and drains ...	5,000	0	4,215	12
					225	Drainage, Siripina lane ...	400	0	270	98
					253	Drain, Lower Chatham street ...	7,252	18	4,527	17
					274	Drain, Kew passage ...	244	57	193	66
					286	Drainage, Lotus road ...	16,158	91	970	75
						XVIII.—LAKE AND CANALS.				
					171	Conservancy of lake ...	4,500	0	3,781	19
					172	Lake, sluices, and lock ...	460	0	308	97
					173	Do. walls ...	1,000	0	965	44
					174	Do. dredging ...	17,710	0	9,360	46
					175	Canal dredging ...	4,500	0	2,852	56
						XIX.—PARKS.				
						(i.) <i>Upkeep.</i>				
					176	Victoria park ...	6,988	0	6,511	32
					177	Bacquet court ...	1,479	0	1,122	9
					178	Jubilee fountain ...	115	0	49	54
					179	Gordon gardens ...	1,315	0	1,057	23
					180	Galle Face esplanade ...	560	0	395	33
					181	Campbell's park ...	2,196	0	1,856	59
					182	Price recreation ground ...	741	0	663	94
					183	Havelock Town park ...	1,693	0	1,533	2
					184	Maligakanda park ...	643	0	—	—
					254	Acquisition of land for extension of Havelock park ...	25,000	0	25,000	0
					256	Laying out Maligakanda park ...	2,670	0	—	—
					272	Emptying pond, Victoria park ...	109	39	109	39
						XX.—MISCELLANEOUS.				
						<i>Works Department.</i>				
					185	Surveys and tracings ...	2,252	0	2,095	86
					186	Expenses on account store ...	1,572	0	912	87
					187	Drawing materials ...	460	0	451	84
					188	Current for electric fans in Town Hall ...	2,420	0	2,356	9
					218	Removing and re-building cattle trough at Junction of Layard's Broadway ...	145	0	118	47
					226	Planting shade trees, Chatham street ...	1,610	0	816	31
					232	Additional fans and lights for different departments ...	1,493	40	1,440	0
					241	Repairs to roofing trusses, stores ...	251	51	194	16
					245	Photographic apparatus and chemicals for Works Dept. ...	407	70	405	0
					246	Spiral staircase for record shelves ...	388	3	396	90
					252	Alteration of tramway near Public Works Department Office ...	50	0	50	0
					259	Gratuity to cooly, Muniandy street, and fencing it ...	164	7	164	67
					260	Filling up quarry, Silversmith street, and fencing it ...	16,618	50	2,054	26
Carried forward	1,477,723	0	1,763,114	16						

REVENUE.	Estimated Revenue for 1906.		Receipts to Dec. 31, 1906.		EXPENDITURE.	Estimated Expenditure for 1906.		Disbursements to Dec. 31, 1906.		
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.	
Brought forward ...	1,477,723	0	1,763,114	16						
					262	Tats for guides' shelter ...	30	0	24	56
					263	Repairs to dog seizer's cart...	92	0	73	93
					265	Construction of four dog seizer's carts ...	597	68	378	80
					266	Gates to drain, Church street	89	49	81	90
					289	Two Horbury Latrines at Mutwal and acquisition of land ...	2,040	90		
					XXI.—SANITATION AND DRAINAGE.					
					189	For expenditure on sub-estimates under this head (cross entry) ...	9,975	0	1,259	91
					XXII.—COLOMBO WATERWORKS.					
					(i.) <i>Establishment.</i>					
					190	Salaries ...	18,180	0		
					(ii.) <i>Other Charges.</i>					
					191	Allowances...	2,167	50		
					192	Maintenance charges ...	7,000	0	7,000	0
					193	Meter account ...	1,000	0		
					XXIII.—CATTLE QUARANTINE STATION AND MART.					
					237	Cattle quarantine station, &c.	92,000	0	92,000	0
					XXIV.—ACQUISITION OF LAND PER MANSERGH AVENUE, &c.					
					267	Acquisition of land for Mansergh Avenue ...	542,787	0	542,787	0
					292	Acquisition of land for widening Skinner's road ...	497,279	32	497,279	32
Balance ...	1,477,723	0	1,763,114	16						
									726,540	29
Total Rs. ...	1,477,723	0	2,489,654	45						
					Total—Rs. 2,744,101 99 2,435,771 26					

## RE-VOTES.

## Expenditure on Re-votes for December, 1906.

No. of Est.		Estimated Expenditure for 1906.		Disbursements to Dec. 31, 1906.	
		Rs.	c.	Rs.	c.
	Brought forward ...	2,744,101	99	2,435,771	26
138 of 1905	Commission to assessor for assessing properties ...	1,290	52	1,290	52
247 of 1905	Fire escape ...	3,330	0	2,864	10
239 of 1905	New fish blocks, St. John's market ...	187	22	134	75
41 of 1905	Repairs and painting, Edinburgh market ...	33	70	0	82
241 of 1905	Rubber hose for washing Edinburgh and St. John's markets ...	900	0	645	92
217 of 1905	Repairs to Dean's road market ...	48	29	12	28
218 of 1905	Monthly whitewashing, Dean's road market ...	102	49	47	57
233 of 1905	Repairs to Kollupitiya market ...	36	27	9	52
236 of 1905	Repairs to Cramer's lane market ...	95	63	8	72
243 of 1905	Repairs to Bambalapitiya market ...	15	6	3	0
251 of 1905	Repairs to Grandpass market ...	63	14	3	58
56 of 1905	Clearing and colour-washing outside Town Hall ...	279	58	257	26
252 of 1905	Repairs to toll stations ...	237	38	0	48
261 of 1905	Repairs, No. 2, Hulftsdorp ...	86	16	61	1
262 of 1905	Repairs to Municipal Store ...	151	66	131	2
267 of 1905	Repairs to guides' shelter ...	37	27	23	12
268 of 1905	Repairs to gas testing room ...	90	49	66	77
260 of 1905	Repairs to Dematagoda slaughter-house ...	214	46	53	2
259 of 1905	Repairs to Madampitiya slaughter-house ...	25	23		
270 of 1905	Repairs to paved footways ...	2,232	0	2,213	23
227 of 1905	Drainage, Piachaud's lane ...	4,810	20	4,698	42
246 of 1905	Drainage, Reservoir road ...	8,652	2	1,002	14
176 of 1905	Alteration and repairs to York street sewer ...	221	61	210	6
214 of 1905	Drainage, Belmont street ...	3,087	33	2,357	70
237 of 1905	Extension of Havelock town park ...	2,201	4	2,015	63
272 of 1905	Building part of boundary wall, Kanatta cemetery ...	225	50	146	9
264 of 1905	Repairs to boundary wall, Kanatta cemetery ...	51	27	38	33
266 of 1905	Repairs to Cemetery-keeper's quarters, Madampitiya ...	173	42	40	22
281 of 1905	Repairs to Cemetery-keeper's office, Kanatta ...	74	50	43	14
213 of 1905	Fittings to Fire Brigade Station ...	107	65	82	77
263 of 1905	Accommodation for Tamil drivers, Fire Brigade Station ...	150	62	149	35
271 of 1905	Improvements to Central Fire Station... ..	74	99	24	81
238 of 1905	Repairs to plague camp, Kanatta ...	38	37	24	78
240 of 1905	Wall presses, Health Department ...	400	0	400	0



No. of Est.				Estimated	Disburse-
				Expenditure for 1906:	ments to Dec. 31, 1906.
				Rs. c.	Rs. c.
202 of 1905	Table for testing measures	...	...	59 25	24 55
179 of 1905	Flushing carts	...	...	474 82	1 0
204 of 1905	New toll house, Urugodawatta	...	...	1,388 82	1,295 31
223 of 1905	Cost of survey of Skinner's road	...	...	368 69	368 69
229 of 1905	Rebuilding Galle Face wall	...	...	9,827 21	9,827 21
230 of 1905	Erection of 71 waterposts	...	...	19,525 0	—
245 of 1905	Demolishing St. Joseph's bridge	...	...	1,465 0	859 63
258 of 1905	Improving road reservation near Kotte toll bar	...	...	893 75	428 77
273 of 1905	Making a pile driver	...	...	2,039 0	2,025 90
277 of 1905	Driving old rails on the boundary of Victoria bridge	...	...	1,500 0	1,291 46
279 of 1905	Paving entrance to Galle Face bathing ghaut	...	...	117 87	66 66
255 of 1905	Roads, Suduwella Depôt	...	...	2,366 76	23 20
256 of 1905	Office and store, Suduwella Depôt	...	...	10,000 0	3,828 70
257 of 1905	Quarters for storekeeper do.	...	...	3,817 86	1,314 51
40 of 1904	Improvements to Dean's road market...	...	...	1,654 47	123 73
264 of 1904	Raising cooly lines, slaughter-house, Madampitiya	...	...	107 24	66 76
280 of 1904	Removal of undigested food, Madampitiya slaughter-house	...	...	417 24	119 71
278 of 1904	Footway at entrance to Seabeach road	...	...	369 58	255 90
278 of 1904	Repairs to cemetery-keeper's quarters, Madampitiya	...	...	46 24	—
303 of 1904	Bath and tool room, Madampitiya cemetery	...	...	69 73	50 2
279 of 1904	Building for equifex disinfector	...	...	2,407 16	2,395 76
218 of 1904	Boundary wall, San Sebastian quarry	...	...	26 13	4 89
286 of 1904	Paving level crossings, Bridge street	...	...	193 70	114 54
421 of 1903	Pontoon and steady boat	...	...	2,000 0	500 0
387 of 1903	Improvement of stables, dog pound, &c.	...	...	2,538 28	1,210 43
170 of 1903	Construction of ten water carts	...	...	1,168 32	1,096 23
50 of 1902	Repairs to admission shed, Dematagoda slaughter-house	...	...	3,584 61	819 58
51 of 1902	Repair and improvement of sheep slaughtering sheds, Dematagoda	...	...	431 64	173 91
53 of 1902	Extending sheep slaughtering shed, Dematagoda	...	...	400 52	153 35
54 of 1902	Improvements sheep slaughtering shed, Dematagoda	...	...	328 25	—
40 of 1902	Accommodation for Municipal Office	...	...	10,000 0	5,301 12
130 of 1902	Drains, York street	...	...	1,149 35	1,075 32
253 of 1905	Workshop, Suduwella	...	...	56 52	56 52
228 of 1905	Manufacturing concrete sewer pipes	...	...	1,070 35	—
<b>Total—Rs.</b>				<b>2,855,690 33</b>	<b>2,489,654 45</b>

## ADVANCE ACCOUNT.

REVENUE.		Receipts to Dec. 31. 1906.	EXPENDITURE.		Disbursement to Dec. 31, 1906.
		Rs. c.			Rs. c.
Advance account	...	1,169,189 29	Advance account	...	1,171,710 38
Balance	...	2,521 9			
		<u>Rs. 1,171,710 38</u>			<u>Rs. 1,171,710 38</u>
Advance account—Making sewer pipes (concrete)	...	5,024 10	Advance account—Making sewer pipes (concrete)	...	5,614 27
Balance	...	590 17			
		<u>Rs. 5,614 27</u>			<u>Rs. 5,614 27</u>
Advance account—Purchase of stores	...	126,941 93	Advance account—Purchase of stores	...	162,838 32
Balance	...	35,896 39			
		<u>Rs. 162,838 32</u>			<u>Rs. 162,838 32</u>

BALANCE ON DECEMBER 31, 1906		Rs. c.
Balance on December 31, 1905, including Rs. 200,000 in fixed deposit	...	936,191 16
Deduct Debit Balance on December 31, 1906	...	726,540 29
		<hr/> 209,650 87
Deduct Dr. Advance Account	...	2,521 9
		<hr/> 207,129 78
Deduct Dr. Advance Account sewer pipes	...	590 17
		<hr/> Rs. 206,539 61
Deduct Dr. Advance Account purchase of stores	...	35,896 39
		<hr/> Total—Rs. 170,643 22

## EXPENDITURE on Estimate No. 160 (Rs. 151,451).—Amount upon Sub-Estimates for Metal Roads.

EXPENDITURE.		Estimated Expendi- ture for 1906. Rs. c.	Disburse- ments to Dec. 31, 1906. Rs. c.
194	Metalling roads, Slave Island district	19,636 25	17,395 78
195	Do. Maradana West	10,137 0	10,024 37
196	Do. Maradana East	7,848 0	6,414 83
197	Do. New Bazaar district	5,248 35	6,262 40
198	Do. St. Paul's district	7,848 0	7,162 49
199	Do. St. Sebastian district	7,521 0	6,831 70
200	Do. Kotahena East	16,300 95	12,502 36
201	Do. Kotahena West	9,499 35	4,378 70
202	Do. Kollupitiya West	18,688 5	17,147 47
203	Do. Kollupitiya East	8,681 85	8,363 7
204	Do. Pettah	17,658 0	16,794 57
205	Do. Fort	22,333 15	22,593 89
		<hr/> Rs. 151,450 5	<hr/> 135,871 63

## EXPENDITURE on Estimate No. 161 (Rs. 44,143).—Amount upon Sub-Estimates for Gravel Roads, Lanes, &amp;c.

EXPENDITURE.		Estimated Expendi- ture for 1906. Rs. c.	Disburse- ments to Dec. 31, 1906. Rs. c.
206	Gravelling roads, Slave Island district	3,730 86	3,240 40
207	Do. Maradana West	3,374 52	3,199 8
208	Do. Maradana East	2,452 20	2,286 82
209	Do. New Bazaar district	559 20	563 7
210	Do. St Paul's district	3,168 80	2,513 22
211	Do. St. Sebastian district	1,062 48	883 97
212	Do. Kotahena East	3,103 12	2,672 23
213	Do. Kotahena West	3,004 92	1,984 66
214	Do. Kollupitiya West	8,450 58	7,241 20
215	Do. Kollupitiya East	9,155 65	8,365 65
216	Do. Pettah	932 90	239 42
217	Do. Fort	5,147 10	4,926 37
		<hr/> Rs. 44,142 33	<hr/> 38,116 9

## EXPENDITURE on Estimate No. 189 (Rs. 9,975).—Amount upon Sub-Estimates under head Cross Entry.

EXPENDITURE.		Estimated Expendi- ture for 1906. Rs. c.	Disbursements to Dec. 31, 1906. Rs. c.
221	... Drainage, Kopyiwatta lane	307 50	252 78
251	... Drain improvements to Kollupitiya road near Bambalapitiya market	—	1,007 13
		<hr/> 307 50	<hr/> 1,259 91

**Total Quantities of the following Articles exported from the Ports of Colombo and Galle during the under-mentioned Periods.**

Vessels.	Date of Clearing.	For what Port.	Plantation Coffee.	Native Coffee.	Tea.	Cacao.	Trunk Cinnamon.	Branch Cinnamon.	Cinchona Chips.	Coconuts.	Copra.	Coconut Oil.	Coconut Ponnac.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Rubony.	Plumbago.	Coir Rope.	Coir Junk.	Coir Yarn.	Coir Fibre.	Sapam-wood.	Grehilla.	Kittul Fibre.	Deer Horns.		
<b>COLOMBO.</b>	1907																												
ss. Shropshire	4-3	Rangoon		1421								398					41												
ss. Patroclus	4-3	London		232864	182																		800						
ss. Unlazi	4-3	Cape Ports		57166																		11	284						
ss. Pekin	5-3	Bombay		26715											10640		7031												
ss. Kamakuru Maru	5-3	London	14	886389	997	15654	20145							2400*		574			750			102	896						
ss. Bhundara	5-3	Calcutta		489428	1046		70670				2000	78	1001	2800†		1647			703				569						
ss. Namur	6-3	London		788745	1711							3558		84		584							150	861					
ss. Warwickshire	6-3	London												56															
ss. Langa	6-3	Tuticorin		100																									
ss. Purdita	7-3	Tuticorin																											
ss. Sandhya	7-3	Bombay and Coast		3280																									
ss. Fulwell	7-3	Calcutta										81																	
ss. Shadwell	8-3	Calcutta										135																	
ss. Scindia	8-3	Bombay and Coast																											
ss. Loodia	8-3	do.		2055																									
ss. Warora	9-3	Calcutta		50																									
ss. Tourane	9-3	China		52785												960													
ss. Delhi	9-3	China		59149																									
ss. Breconshire	9-3	China	10	251266																									
ss. Bhadra	9-3	China																											
ss. Ernest Simons	9-3	Ammapatam Marselles	1	4361			200																						
<b>GALLE.</b>																													
ss. Nizam	5-3	Bombay										47																	
ss. Nawab	7-3	Bombay										22																	
ss. Clan Leslie	8-3	London		15132			8080				295	966																	

\* And Chips 35,000 lb. † And Chips 2,916 lb.

**Importation of Rice from Indian and other Ports during the Week.**

TO COLOMBO :-	TO GALLE :-
From Ammapatam	
Tuticorin	Bags 1,230
Singapore	" 13,375
Calcutta	" 600
Rangoon	" 40,201
China	" 13,173
Karachi	" 1,200
Bombay	" 3,679
Allepay	" 88
Yokohama	" 4,337
Total	Bags 77,336
	From Calcutta
	Southern India
	Bags 555
	" 5,119
	Total
	Bags 5,674

H. M. Customs,  
Colombo, March 11, 1907.

R. O. DE SARAM,  
for Principal Collector.

THE under-mentioned goods having been left in the King's Cask Warehouse beyond the time allowed by law, notice is hereby given that unless the same is cleared or bonded they will be sold by public auction on Wednesday, March 27, 1907, at 12 noon.

No.	Date.	Vessel.	Whence.	Marks.	Quantity and Description of Goods.
293	1906. November 9..	ss. Lama ..	—	Nil	1 bag canary seed, 1 cwt. 1 qr. 19 lb.
296	November 10..	ss. Kybfells ..	—	Nil	1 bag grain, 1 cwt. 0 qr. 16 lb.
—	November 13..	ss. Herefordshire..	Rangoon	D. B. & Co.	1 bag beans, 1 cwt.
—	Do. ..	do. ..	do.	A. S.	1 bag bone meal, 1 cwt. 1 qr. 12 lb.
—	Do. ..	do. ..	do.	Nil	1 bag bone meal, 3 qr. 20 lb.
—	Do. ..	do. ..	do.	P. upon P. S.	1 bag bone meal, 1 cwt. 1 qr. 12 lb.
—	Do. ..	ss. Persia ..	China	Nil	1 bag rice, 3 qr. 5 lb.
—	1905. December 12..	ss. Lady Havelock	Round the Island	Nil	53 bundles loose gunny bags

H. M. Customs,  
Colombo, March 11, 1907.

W. E. THORPE,  
for Principal Collector.