

# Ceylon Government Gazette

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PART I.—General: Minutes, Proclamations, Appointments, and General Government Notifications. PART II.—Legal and Judicial. PART III.—Provincial Administration. PART IV.—Land Settlement. PART V.—Mercantile, Marine, Municipal, Local, &c.

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

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### UNOFFICIAL ANNOUNCEMENTS.

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

1. The name of the Company is "THE UDABAGE TEA AND RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
  - (1) To purchase or otherwise acquire all that Estate called and known as Udabage Estate, situated in the Kegalla District, Province of Sabaragamuwa, and containing in extent One thousand six hundred and twenty-six (1,626) acres more or less.
  - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any other estate or estates, land or lands in the Island of Ceylon or the Federated Malay States or elsewhere, and any right of way, water right, 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.
  - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable estates or property and assets of any kind of the Company, or any part thereof.
  - (4) To plant, grow, and produce rubber, tea, coffee, coconuts, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products or produce of any kind in the Island of Ceylon or the Federated Malay States or elsewhere.

- (5) To treat, cure, prepare, manipulate, submit to any process or 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; to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
- (6) To carry on in the said Island of Ceylon or the Federated Malay States 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 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 the Island of Ceylon, the Federated Malay States, and elsewhere, and generally to undertake the business of estate agents in the said Island, the Federated Malay States, 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 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; and 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.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, or elsewhere.
- (17) 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.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable 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.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.

- (20) 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.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular, shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) 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.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (24) 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.
- (25) 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.
- (26) 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 property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) 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.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate or property or assets of the Company or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or the debentures or debenture stock or obligations of any company or person or persons or partly one and partly any other.
- (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 may be 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 members is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into Fifty thousand (50,000 shares of Rupees Twenty (Rs. 20) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
JAS. FORBES, Colombo ... ..	... One
G. H. ALSTON, Colombo ... ..	... One
W. HENRY FIGG, Colombo ... ..	... One
WM. DICKSON, Colombo ... ..	... One
ROBT. DAVIDSON, Colombo ... ..	... One
F. J. DE SARAM, Colombo ... ..	... One
W. SHAKSPEARE, Colombo ... ..	... One

Witness to the above signatures :

LESLIE W. F. DE SARAM, Proctor, Supreme Court, Colombo, Ceylon.

## ARTICLES OF ASSOCIATION OF THE UDABAGE TEA AND 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.

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

### INTERPRETATION.

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

*Company.*—The word “Company” means “The Udabage Tea and 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.

5. *Commencement of business.*—(a) 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, notwithstanding that the whole of the shares shall not have been subscribed or applied for or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

(b) The Company shall also, as soon as practicable after its incorporation, enter into and affix its seal to an agreement providing that as between the holder or holders of the 17,500 fully paid shares to be allotted to the vendor, Mr. George Jerment Jameson, in part satisfaction of the purchase price for the sale of the Udabage estate, and the holders of the remaining 15,000 shares in the capital of the Company out of the first issue of 32,500 shares, the profits of the Company available for dividend for each year from the 1st day of January, 1907, to the 31st day of December, 1909, shall be applied, first, in paying to the holders of the said 15,000 shares a fixed non-cumulative preferential dividend for such year on the capital for the time being paid up on the said shares, at the rate of 4 per cent. per annum, and that the surplus (if any) of the said profits shall be applied in paying to the holder or holders of the said 17,500 vendor’s shares a fixed non-cumulative dividend at the rate aforesaid. All holders of shares of the first issue of 32,500 shares shall be entitled to participate *pari passu* in any surplus of the said profits of each year which shall remain after paying the fixed dividends aforesaid for such year.

(c) As soon as practicable after the Company is entitled to commence business the Directors shall carry the said agreement into effect, with full power nevertheless at any time and from time to time, either before or after the execution of the same, to agree to any modifications thereof, but so that any modification if made before the first Ordinary General Meeting of the Company shall be subject to the approval of such meeting.

6. *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.

7. *Nominal capital.*—The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into Fifty thousand (50,000) shares of Twenty Rupees (Rs. 20) each.

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

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

10. *Increase or reduction of capital and subdivision or consolidation of shares.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate, and with such special. preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct, and the Company in General Meeting may by special resolution reduce the capital as such special resolution shall direct, and may by special resolution subdivide or consolidate the shares of the Company or any of them.

11. *New shares.*—The new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the 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.

12. *How carried into effect.*—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 in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

13. *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.

#### SHARES.

14. *Issue.*—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper. Provided that such unissued shares shall first 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 already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors may be disposed of by the Directors in such manner as they think most beneficial to the Company. Provided also that the Directors may at their discretion allot any shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

15. *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.

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

17. *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.

18. *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.

19. *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.

20. *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.

21. 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.

22. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 38.*—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 38 to become a Shareholder in respect of any share.

23. *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.

24. *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.

25. *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.

26. *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.

27. *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.

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

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

30. *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.

31. *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.

32. *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.

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

34. *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 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

35. *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.

36. *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 shares, except for the dividends previously declared in respect thereof, but, if at all, upon the transferee only.

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

#### TRANSMISSION OF SHARES.

38. *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.

39. *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, 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.

40. *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 clause 39 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).

41. *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.

42. *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 the trustee or assignee in his bankruptcy, 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 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 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

43. *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.

44. *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.

45. *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.

*Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. 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 43 hereof, shall be redeemable after sale or disposal.

46. *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 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 resolutions for which 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.

47. *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 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.

48. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 43 and 47 hereof 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.

49. *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 clause 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

51. *Preference and deferred shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of 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 at such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

52. *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 the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares; and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the resolutions could have been effected without it.

53. *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 member, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any members personally present and entitled to vote at the meeting.

#### CALLS.

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

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

*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.

55. *Interest on unpaid call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this clause.

56. *Payments 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.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, 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 One hundred thousand Rupees (Rs. 100,000). 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. 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. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors or by one Director and the 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.

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

59. *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.

60. *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.

61. *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.

62. *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.

63. *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.

64. *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.

65. *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.

66. *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.

67. *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 persons being either Shareholders entitled to vote, or the duly authenticated Attorneys of Shareholders or persons holding proxies from Shareholders.

68. *If a 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.

69. *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.

70. *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.



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

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

#### VOTING AT MEETINGS.

73. *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 some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

74. *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.

75. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such 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.

76. *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.

77. *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 shares. 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 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.

78. *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.

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

80. *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.

81. *Shareholder in arrear or not registered at least three months 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 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 three months previously to the time of holding the meeting at which he proposes to vote or speak duly registered as the holder of the share in respect of which he claims to vote or speak.

82. *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 by the common seal of such corporation.

83. *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.

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

#### *The Udabage Tea 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 \_\_\_\_\_.

85. *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.

86. *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.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than five.

88. *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 Two thousand Five hundred Rupees (Rs. 2,500), 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 Five thousand Rupees (Rs. 5,000) annually, to be divided between them in such manner as they may determine but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be the Hon'ble Mr. John Norman Campbell of Nuwara Eliya; William Forsythe of Kuda Oya, Hattton; James Patrick Anderson of Glasell, Dehiwita; Walter Shakspeare of Colombo, and George Jerment Jameson of 8, Mapesbury Road, London, W., 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.

90. *Directors may appoint Managing Director or Directors; his or their remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company or Superintendent or Superintendents of any of the Company's estates for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

91. *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.

92. *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.

93. *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.

94. *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 clause 95.

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third, Fourth, and Fifth 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.

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

97. *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.

98. *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.

99. *If election not made, retiring Directors 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.

100. *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 office, or by tendering his written resignation at a meeting of the Directors, and on the acceptance of his resignation by the Directors, but not before his office shall become vacant.

101. *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.

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

102. *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.

103. *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 respectively in or about the discharge of his respective duties, except such as happen from his respective 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 respective office or in relation thereto, unless the same happen through his own wilful act or default.

104. *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.

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

106. The Directors shall have power to purchase, lease, take in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, or privileges which the Company is authorized to acquire at such price, without investigation or requiring the production of the vendor's, assignor's, or lessor's title, and notwithstanding any real or apparent defect in the same, and generally to waive any defect in any title to estate or estates, land or lands, property rights or privileges, and to accept such title as in their opinion may be, or may be deemed to be, reasonably sufficient, and to acquire, through or cause any such estate or estates, land or lands, property rights or privileges to be held by any individual or Company as Trustee or Agent for the Company and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, officers, visiting agents, inspectors, clerks or servants, for such reasons as they may think proper and advisable and without assigning any cause.

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

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

109. 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 a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

110. The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by 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, clerks, assistants, artisans, and workers, and 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 Ordinance and of these presents, and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

- (1) 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 by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company, and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (5) 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 investment.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and may establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board, or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company, for the time being, or any other person or Company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of

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

#### PROCEEDINGS OF DIRECTORS.

112. *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.

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

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

115. *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.

116. *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.

117. *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.

118. *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.

119. *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.

120. *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.

121. *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 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.

122. *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.

123. *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.

124. *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.

125. *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.

126. *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.

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

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

128. *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 in proportion to the amount paid on their shares, but no dividend or bonus shall be payable except out of nett profits.

129. *Interim dividend.*—The Directors may, if they think fit, determine on and declare an interim dividend to be paid and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend on the then current year.

130. *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.

131. *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.

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

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

134. *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.

135. *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 dividend 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.

136. *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.

137. *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.

138. *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.

139. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but 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.

140. *Appointment and retirement of Auditors.*—The Directors shall appoint the first Auditor or Auditors of the Company and fix his or 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.

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

142. *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.

143. *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.

144. *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 specially, as he may think fit.

145. *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.

146. *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.

147. *Shareholders to register address.*—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.

*Service of notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending 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.

148. *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.

149. *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.

150. *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.

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

#### ARBITRATION.

151. *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.

152. *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.

153. *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.

154. *Distribution.*—If the Company shall be wound up, and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any), the amounts paid up or reckoned as paid up thereon, and the balance in repaying to the holders of the ordinary shares, the amounts paid up or reckoned as paid up on such ordinary shares. If there shall remain any surplus assets after repayment of the whole of the paid up capital, such surplus assets shall be divided among the Members in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up.

155. *Payment in specie, and vesting in trustees.*—If the Company shall be wound up the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this Twenty-second day of April, 1907.

JAS. FORBES.

G. H. ALSTON.

W. HENRY FIGG.

WM. DICKSON.

ROBT. DAVIDSON.

F. J. DE SARAN.

W. SHAKSPEARE.

Witness to the above signatures at Colombo, this Twenty-second day of April, 1907:

LESLIE W. F. DE SARAN,

Proctor, Supreme Court,  
Colombo, Ceylon.

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**MEMORANDUM OF ASSOCIATION OF THE ARANDARA-KEGALLE RUBBER COMPANY, LIMITED.**

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1. The name of the Company is "THE ARANDARA-KEGALLE RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo (Australia Buildings, York street).
3. The objects for which the Company is to be established are—
  - (1) To purchase or otherwise acquire from Arthur Collingwood Smail the estate called and known as Arandara Estate, situated in the Kegalla District of the Province of Sabaragamuwa, or any portion or portions thereof at or for such price or prices and upon such terms and conditions as may be agreed upon, and upon the title under which the same is or are held by the above-named proprietor. The consideration or considerations to be paid for the said Estate or any portion or portions thereof as aforesaid to be payable in cash or in shares of the Company, or partly in cash and partly in shares of the Company. Such shares to be fully paid up or partly paid up and to be issued to the vendors or vendor and (or) their or his nominees or nominee.
  - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in the Island of Ceylon or the Federated Malay States or elsewhere, and any right of way, water right, 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.
  - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable estates or property and assets of any kind of the Company or any part thereof.
  - (4) To plant, grow, and produce rubber, tea, coffee, coconuts, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products or produce of any kind in the Island of Ceylon or the Federated Malay States or elsewhere.
  - (5) To treat, cure, prepare, manipulate, submit to any process or manufacture, and tender 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; to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
  - (6) To carry on in the said Island of Ceylon or the Federated Malay States 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 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 purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interest; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, and elsewhere, and generally to undertake the business of estate agents in the said Island, the Federated Malay States, 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 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, re-issue with or without guarantee, or otherwise deal with such shares or securities; and 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.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, or elsewhere.
- (17) 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.
- (18) 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 for 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.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) 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.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular, shares, debentures, or securities of any other Company having objects altogether or in part similar to those of this Company.
- (22) 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.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (24) 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.

- (25) 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 or the Company.
- (26) 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 property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other Company, or for any other consideration.
- (27) 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.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate or property or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any Company, or the debentures or debenture stock or obligations of any Company or person or persons or partly one and partly any other.
- (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 may be 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 members is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Ten thousand (10,000) shares of Fifty Rupees (Rs. 50) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
A. COLLINGWOOD SMAIL of Robgill, Bogawantalawa ..	.. One
TH. P. GIDDEN of Campion, Bogawantalawa ..	.. One
J. PERCY HORTIN of Lebanon Group, Madulkellie ..	.. One
HENRY A. BEECHCROFT of Kuda-oya, Hatton ..	.. One
A. D. DONALD of Knuckles Group, Madulkellie ..	.. One
W. SHAKSPEARE of Colombo ..	.. One
E. R. WALDOCK of Colombo ..	.. One
A. A. D. SMAIL of Robgill, Bogawantalawa ..	.. One

Witness to above signatures at Colombo, this Sixteenth day of April, 1907:

E. J. WEATHERALL of Colombo.

ARTHUR E. BARRS of Ambanpitiya .. .. One

Witness to the signature of Arthur E. Barrs at Kegalla, this Twentieth day of April, 1907:

PHILIP F. ONDAATJE of Kegalla.

## ARTICLES OF ASSOCIATION OF THE ARANDARA-KEGALLE 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.

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

### INTERPRETATION.

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

*Company.*—The word “Company” means “The Arandara-Kegalle 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’ Ordinance, 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.

5. *Commencement of business.*—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, notwithstanding that the whole of the shares shall not have been subscribed or applied for or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

6. *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.

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

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

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

10. *Increase on reduction of capital.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct, and the Company in General Meeting may by special resolution reduce the capital as such special resolution shall direct, and may by special resolution subdivide or consolidate the shares of the Company or any of them.

11. *New shares.*—The new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the 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.

12. *How carried into effect.*—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 in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

13. *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.

#### SHARES.

14. *Issue.*—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper. Provided that such unissued shares shall first 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 already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors may be disposed of by the Directors in such manner as they think most beneficial to the Company. Provided also that the Directors may at their discretion allot any shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

15. *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.

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

17. *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.

18. *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.

19. *One of the 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.

20. *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.

21. The joint-holder 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.

22. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 38.*—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 38 to become a Shareholder in respect of any share.

23. *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.

24. *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.

25. *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.

26. *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.

27. *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.

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

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

30. *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.

31. *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.

32. *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.

33. *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.

34. *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 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

35. *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.

36. *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 shares, except for the dividends previously declared in respect thereof; but, if at all, upon the transferee only.

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

#### TRANSMISSION OF SHARES.

38. *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.

39. *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, 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 forth with 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.

40. *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 clause 39 shall not, from any cause whatever, within 12 (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 the 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 FOREFEITURE).

41. *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.

42. *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 the trustee or assignee in his bankruptcy, 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.

*Shareholders 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 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

43. *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, reallocated, or otherwise disposed of upon such terms and in such manner as the Board shall think fit.

44. *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.

45. *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.

*Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. 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 43 hereof, shall be redeemable after sale or disposal.

46. *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 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, resolutions for which 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.

47. *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 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.

48. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 43 and 47 hereof 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.

49. *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 the sale given by clause 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

51. *Preference and deferred shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of 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 at such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

52. *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 the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares; and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the resolutions could have been effected without it.

53. *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 member, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any members personally present and entitled to vote at the meeting.

#### CALLS.

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

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

*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.

55. *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 7 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 clause.

56. *Payments 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.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, 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 Thirty thousand Rupees (Rs. 30,000). 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. 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. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors or by one Director and the 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.

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

59. *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.

60. *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.

61. *Extraordinary General Meetings.*—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.

62. *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.

63. *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.

64. *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.

65. *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.

66. *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.

67. *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 persons, being either Shareholders entitled to vote, or the duly authorized attorneys of Shareholders or persons holding proxies from Shareholders.

68. *If a 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.

69. *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.

70. *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.

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

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

#### VOTING AT MEETINGS.

73. *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 some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

74. *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.

75. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such 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.

76. *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.

77. *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.

78. *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.

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

80. *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.

81. *Shareholder in arrear or not registered at least three months 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 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 three months previously to the time of holding the meeting at which he proposes to vote or speak duly registered as the holder of the share in respect of which he claims to vote or speak.

82. *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 by the common seal of such corporation.

83. *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.

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

*Arandara-Kegalle 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 \_\_\_\_\_.

85. *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.

86. *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.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than four.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Five hundred Rupees (Rs.2,500), 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 One thousand Rupees (Rs.1,000) 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.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Arthur Collingwood Smail, Thomas Gidden, Walter Shakspeare, and John Percy Hortin who shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but all shall be eligible for re-election.

90. *Directors may appoint Managing Director or Directors; his or their remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company or Superintendent or Superintendents of any of the Company's estates for such time and on such terms as the Directors may determine or fix by agreement with



the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

91. *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.

92. *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.

93. *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.

94. *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 clause 95.

95. *Retiring Directors how determined.*—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.

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

97. *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.

98. *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.

99. *If election not made, retiring Directors 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 General Meeting in the next year, and so on, from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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

101. *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.

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

102. *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.

103. *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 respectively in or about the discharge of his respective duties, except such as happen from his respective 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 otherwise happen through his own wilful act or default.

104. *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.

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

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

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

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

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

110. The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by 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, clerks, assistants, artisans, and workers, and 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 Ordinance and of these presents, and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

- (1) 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 by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company, and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (5) 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 investment.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies or managing any of the affairs of the Company abroad, and to appoint any person's to be members of such local board, or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company, for the time being, or any other person or Company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable

by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or Company, and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

#### PROCEEDINGS OF DIRECTORS.

112. *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.

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

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

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

116. *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.

117. *Acts of Board or committee valid, notwithstanding informal appointment.*—The acts of the Board or of any committees appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment 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.

118. *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.

119. *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.

120. *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.

121. *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 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.

122. *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.

123. *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.

124. *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 statute or authorized by the Directors, or by a resolution of the Company in General Meeting.

125. *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.

126. *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.

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

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

128. *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 in proportion to the amount paid on their shares, but no dividend or bonus shall be payable except out of nett profits.

129. *Interim dividend.*—The Directors may, if they think fit, determine on and declare an interim dividend to be paid and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend on the then current year.

130. *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.

131. *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 plan 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.

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

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

134. *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 persons) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.

135. *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 dividend 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.

136. *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.

137. *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 such of persons.

#### AUDIT.

138. *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.

139. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but 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.

140. *Appointment and retirement of Auditors.*—The Directors shall appoint the first Auditor or Auditors of the Company and fix his or 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.

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

142. *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.

143. *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.

144. *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 specially, as he may think fit.

145. *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.

146. *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.

147. *Shareholders to register address.*—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.

*Service of notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending 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 Shareholders to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors or to the Agent or Secretary or Agents or Secretaries of the Company their own or some other address in Ceylon.

148. *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.

149. *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.

150. *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.

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

#### ARBITRATION.

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

#### EVIDENCE.

152. *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 RELATING TO WINDING UP OR DISSOLUTION OF THE COMPANY.

153. *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.

154. *Distribution.*—If the Company shall be wound up, and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any), the amounts paid up or reckoned as paid up thereon, and the balance in repaying to the holders of the ordinary shares, the amounts paid up or reckoned as paid up on such ordinary shares. If there shall remain any surplus assets after repayment of the whole of the paid up capital, such surplus assets shall be divided among the Members in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up.

155. *Payment in specie and vesting in trustees.*—If the Company shall be wound up the liquidator whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit.

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

A. COLLINGWOOD SMAIL.

TH. P. GIDDEN.

J. PERCY HORTIN.

HENRY A. BEECHCROFT.

A. D. DONALD.

W. SHAKSPEARE.

E. R. WALDOCK.

A. A. D. SMAIL.

Witness to above signatures at Colombo this Sixteenth day of April, 1907 :

E. J. WEATHERALL of Colombo.

ARTHUR E. BARRS of Ambanpitiya.

Witness to above signature of ARTHUR E. BARRS at Kegalla this 20th day of April, 1907.

PHILIP F. ONDAATJE of Kegalla.

### MEMORANDUM OF ASSOCIATION OF THE BANK OF UVA, LIMITED.

1. The name of the Company is "THE BANK OF UVA, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
  - (1) To acquire from J. H. B. Cockburn of Badulla, as a going concern, as from 1st January, 1907, the business of Bankers, carried on by him at Badulla, under the name and style of "The Bank of Uva" with the goodwill and assets thereof, including cash balance, promissory notes, book debts, and all leasehold land, bungalow, offices, and other buildings, fixtures, furniture, fittings, and effects belonging thereto, and to undertake and carry on the said business.
  - (2) To carry on in the Island of Ceylon and elsewhere the business of banking in all its branches and departments, including the borrowing, raising, or taking up money, the lending or advancing money, securities, and property, the discounting, buying, selling, and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip and other instruments and securities, whether transferable, or negotiable, or not, the granting and issuing letters of credit and circular notes; the buying, selling, and dealing in bullion and specie; the acquiring, holding, issuing on commission, underwriting, and dealing with stocks, funds, shares, debentures, debenture stock, bonds, obligations, securities, and investments of all kinds; the negotiating of loans and advances; the receiving money and valuables on deposit, or for safe custody or otherwise; the collecting and transmitting money and securities; the managing of property, and transacting all kinds of agency business commonly transacted by bankers.
  - (3) To furnish and provide deposit and guarantee funds required in relation to any tender or application for any contract, concession, decree, enactment, property, or privilege, or in relation to the carrying out of any contract, concession, decree, or enactment.
  - (4) To issue on commission, subscribe for, take, acquire, underwrite, and deal in stocks, shares, bonds, mortgages, obligations, and securities of all kinds, and generally to carry on business as capitalists and financiers, and also carry on all sorts of guarantee business.

- (5) To carry on any other business of whatsoever kind or nature which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (6) To purchase or otherwise acquire and undertake and carry on the whole or any part of the business, property, and liabilities of any person or Company carrying on any business which the Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
- (7) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or immovable, personal, or movable property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, or the acquisition of which may seem calculated to facilitate the realization of any securities held by the Company, or to prevent or diminish any apprehended loss or liability, or which may seem capable of being profitably dealt with by way of resale or otherwise, and in particular any lands, buildings, ground rents, reversions, policies of assurance, life interests, choses in action, book debts, and other assets.
- (8) To enter into any arrangement with any Governments or authorities supreme, municipal, local, or otherwise, and to obtain from any such Government or authority all rights, concessions, and privileges that may seem conducive to the Company's objects or any of them.
- (9) 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, re-issue with or without guarantee, or otherwise deal with such shares or securities; and 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.
- (10) To build, make, construct, equip, maintain, improve, alter, and work buildings, erections, roads, 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.
- (11) To establish branch banks or agencies both in the Island of Ceylon and elsewhere.
- (12) To pay all expenses of and incident to the formation and incorporation of the Company, and 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 conduct of its business.
- (13) 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.
- (14) To borrow or raise money for the purposes of the Company in such manner as the Company may think fit, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable 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, and whether payable to bearer or otherwise.
- (15) 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.
- (16) 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.
- (17) 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.
- (18) To undertake and execute any trusts, the undertaking whereof may seem desirable, and also to undertake the office of Receiver, Liquidator, Treasurer, or Auditor, and to keep for any company, Government authority, or body any register relating to stocks, funds, shares or securities, or to undertake any duties in relation to the registration of transfers, the issue of certificates, or otherwise.

- (19) To take or concur in taking all such steps and proceedings as may seem best calculated to uphold and support the credit of the Company, and to obtain and justify public confidence, and to avert or minimize financial disturbances which might affect the Company. To obtain any order or the enactment of any Ordinance for enabling the Company to carry into effect any of its objects, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (20) To engage, employ, maintain, and dismiss managers, accountants, 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.
- (21) To make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (22) To sell or dispose of the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular, shares, debentures, or securities of any other Company having objects altogether or in part similar to those of this Company.
- (23) To sell, improve, manage, develop, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (24) 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.
- (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 accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate or property or assets of the Company or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or the debentures or debenture stock or obligations of any company or person or persons or partly one and partly any other.
- (27) 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.
- (28) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them; 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 anyone paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the members is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand (5,000) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
STANLEY BOIS (by his attorney PERCY BOIS), Colombo	... One
N. J. G. ROBERTSON, Colombo	.. One
C. D. MATHEWSON, Colombo	.. One
W. G. MACVICAR, Colombo	.. One
F. J. DE SARAM, Colombo	.. One
H. P. CHURCH, Colombo	.. One
F. CROSBIE ROLES, Colombo	.. One

Witness to the above signatures at Colombo, this Twenty-seventh day of March, 1907:

LESLIE W. F. DE SARAM, Proctor, Supreme Court, Colombo.



## ARTICLES OF ASSOCIATION OF THE BANK OF UVA, LIMITED.

It is agreed as follows :—

1. *Table B not to apply ; Company to be governed by these Articles.*—The regulations contained in the Table B in the schedule annexed to “The Joint Stock Banking Ordinance, 1897,” 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.

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

## INTERPRETATION.

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

*Company.*—The word “Company” means “The Bank of Uva, 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 “The Joint Stock Banking Ordinance, 1897,” 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.

*Special Board.*—“Special Board” means a board called by three days’ notice specifying the special business to be transacted thereat.

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

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

## BUSINESS.

5. *Commencement of business.*—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, notwithstanding that the whole of the shares shall not have been subscribed, applied for, or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

6. *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.

7. No person other than the Directors and persons thereunto expressly authorized by the Board, and acting within the limits of the authority so conferred on them, shall have any authority to make, draw, accept, or indorse any promissory note, bill of exchange, cheque, or order for the payment of money in the name or on behalf of the Company, or to enter into any contract so as to impose thereby any liability on the Company, or otherwise to pledge the credit of the Company.

8. The Company shall have a banking-house or office in the town of Badulla, and the Board may from time to time establish such branch banking-houses or branch offices in such places as they from time to time think requisite for the business of the Company.

## CAPITAL.

9. *Nominal capital.*—The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand (5,000) shares of One hundred Rupees (Rs. 100) each.

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

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

12. *Increase or reduction of capital and subdivision or consolidation of shares, &c.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct, and the Company in General Meeting may by special resolution reduce the capital as such special resolution shall direct, and may by special resolution subdivide or consolidate the shares of the Company or any of them, or cancel any of its shares which have not been taken up or agreed to be taken up by any person. Provided that in the subdivision of the existing shares the proportion between the amount which is paid and the amount (if any), which is unpaid on each share of reduced amount shall be the same as it was in the case of the existing share or shares from which the share of reduced amount is derived.

13. *New shares.*—The new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the 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 Director 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.

14. *How carried into effect.*—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 in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

15. *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.

## SHARES.

16. *Issue.*—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper. Provided that such unissued shares shall first 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 already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the Shares shall have been offered within the time specified in that behalf by the Directors may be disposed of by the Directors in such manner as they think most beneficial to the Company. Provided also that the Directors may at their discretion allot any shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

17. *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.

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

19. *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.

20. *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.

21. *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.

22. *Survivor or 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.

23. 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 shares.

24. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 41.*—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 41 to become a Shareholder in respect of any share.

25. *Shareholder changing his name or being a female marrying.*—No Shareholder who shall change his name, or being a female, shall marry, and no husband of any such last mentioned Shareholder, shall be entitled to receive any dividend or to vote until notice of the change of name or marriage be given to the Company, in order that it may be registered.

26. *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.

27. *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.

28. *Renewal of certificate.*—If any certificate be worn out or defaced, then upon production thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors 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.

29. *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.

30. *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.

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

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

33. *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, and the book may be from time to time authenticated by having the seal affixed thereto at a general meeting.

34. *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.

35. *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.

36. *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.

37. *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 35, 36, and 38, shall register the transferee as a Shareholder and retain the instrument of transfer.

38. *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.

39. *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 shares, except for the dividends previously declared in respect thereof, but, if at all, upon the transferee only.

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

#### TRANSMISSION OF SHARES.

41. *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 shares of such Shareholder.

42. *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, 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.

43. *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 clause 42 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).

44. *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.

45. *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 the trustee or assignee in his bankruptcy 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.

46. *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.

47. *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 instalment, interest, and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

48. *Shareholders 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 9 per cent. 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, reallocated, 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 9 per cent. on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allocated, 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 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, resolutions for which 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 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.

55. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 49 and 54 hereof 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.

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 clause 54 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

58. *Preference and deferred shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of 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 at such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

59. *Resolution 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 the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares; and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the resolutions could have been effected without it.

60. *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 member, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any members personally present and entitled to vote at the meeting.

#### CALLS.

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

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

63. *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.

64. *Interest on unpaid call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this clause.

65. *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.

#### MEETINGS.

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

67. *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.

68. *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.

69. *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-tenth of the number of Shareholders holding not less than one-tenth of the issued capital and entitled to vote.

70. *Requisition of Shareholders to state object of meeting; on receipt of requisition, Directors to call meetings 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.

71. *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.

72. *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 or notice of any adjournment to any Shareholder shall not invalidate the proceedings at any General Meeting, or any adjournment thereof.

73. *Notice of adjourned meetings.*—When any General Meeting is adjourned for seven days or more, the Board shall give not less than four days' notice of the adjournment to all the Shareholders, in the same manner as notice was given of the original meeting, and, where an advertisement is necessary, shall advertise the adjourned meeting not less than four days before the day appointed for holding the same; but when such meeting is adjourned for less than seven days, such notice shall, when practicable, be served on each Shareholder, and shall be advertised, if an advertisement is necessary, as early as conveniently may be before the day appointed for holding such adjourned meeting.

74. *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.

75. *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.

76. *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 persons, being either Shareholders entitled to vote, or the duly authorized Attorneys of Shareholders or persons holding proxies from Shareholders.

77. *If a 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.

78. *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.

79. *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.

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

81. *Minutes of General Meetings.*—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.

82. *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 some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

83. *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.

84. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such 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.

85. *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.

86. *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 shares. 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 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.

87. *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.

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

89. *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.

90. *Shareholder in arrear or not registered at least three months 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 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 three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

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

92. *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.

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

*The Bank of Uva, 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 \_\_\_\_\_.

94. *Shareholders may decline to vote.*—A Shareholder personally present at any General Meeting may decline to vote on any question arising thereat, but shall not by so declining be considered as absent from such meeting.

95. *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.

96. *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.

97. *Number of Directors.*—The number of Directors shall never be less than three nor more than five.

98. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Rupees (Rs. 2,000), 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 Two thousand Rupees (Rs. 2,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

99. *Appointment of first Directors and duration of their office.*—The first Directors shall be Sir Stanley Bois, Knight, of Colombo, J. H. B. Cockburn, Esq., of Badulla, George Croll, Esq., of Colombo, and N. J. G. Robertson, Esq., of Colombo, 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.

100. *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 Managing Director or Managing Directors, for such time and on such terms as the Directors may determine or fix by agreement, with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Managing Director or Managing Directors, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit. A Managing Director, who holds at the same time the office of Manager, shall not while he continues to hold both these offices be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall, subject to the provisions of any contract between him and the Company, be subjected to the same provisions as to resignation and removal as the other Directors of the Company, and if he ceases to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director.

101. *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.

102. *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.

103. *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.

104. *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 clause 105.

105. *Retiring Directors how determined.*—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.

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

107. *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.

108. *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.

109. *If election not made, retiring Directors 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 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.

110. *Resignation of Directors.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by leaving the same at the office, 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.

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

- (a) If he accept or holds any other office of profit under the Company, other than that of Managing Director or General Manager.
- (b) If he becomes bankrupt or insolvent, or compounds with his creditors.
- (c) If he is declared lunatic or becomes of unsound mind.
- (y) If he is absent from more than three consecutive meetings of the Board.
- (e) If he ceases to hold the number of shares required to qualify him for the office.
- (f) If (except only as Shareholder of an incorporated company) he participates in the profits of any work done, or materials provided, for the company. Provided always that he shall not vote in respect of such work or materials done or provided by any incorporated company of which he may be a Shareholder, and if he does so vote his vote shall not be counted.
- (g) If he knowingly and intentionally violate clause 132 of these Articles.

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

112. *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.

#### DIRECTORS AND OFFICERS.

113. *Indemnity to Directors and others for their own acts and for the acts of others.*—Every Director, Auditor, Manager, Secretary, and other officer, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by them respectively in or about the discharge of their respective duties, except such as happen from their respective 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 person whomsoever 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, otherwise happen through his own wilful act or default.

114. *Audited accounts conclusive.*—Every account of the Board when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months after the approval thereof, and when any error is discovered therein within that period, the account shall forthwith be corrected, and thenceforth shall be conclusive.

115. *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.

116. *Removal of solicitors and manager.*—The manager, solicitor, and officers (other than Auditors) of the Company shall be from time to time appointed by special boards, and no solicitor or manager shall be removed from his office except by the resolution of a special board, at which not less than three-fourths of the whole number of Directors for the time being are present and concur in the expediency of the removal.

#### POWERS AND PROCEEDINGS OF DIRECTORS.

117. *Powers of the Board.*—The business of the Company shall be managed by the Directors, who, in addition to the powers and authorities by the Ordinances and by these presents expressly conferred upon them, may exercise all such powers, give all such consents, make all such arrangements, and generally do all such acts and things as are or shall be by the Ordinances or by the memorandum of association, or by these presents directed or authorized to be exercised, given, made, or done by the Company, and are not thereby expressly directed to be exercised, given, made, or done by the Company in General Meeting, but subject, nevertheless, to such (if any) regulations as are from time to time prescribed by the Company in General Meeting. But no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if the regulation had not been made.

118. *Meetings of Directors.*—The Directors shall meet together for the despatch of business at such times and places as they think fit, and may make such regulations as they think proper for the summoning and holding of Boards, and for the transaction of business thereat, and for determining the quorum necessary for the transaction of business. But, notwithstanding any such regulation as aforesaid, two Directors may at any time require the manager, Secretary, or other proper officer to summon a meeting of the Board at the office by giving to all of the Directors one clear day's notice in writing, specifying the objects of such meeting. Until any regulations shall be made to the contrary, any three Directors present at a meeting of Directors duly convened shall form a quorum sufficient for the transaction of business.

119. *Directors may appoint a Chairman and deputy.*—The Directors may appoint a President or Chairman and, when they think fit, a Deputy Chairman, and determine the period for which they respectively shall retain office.

120. *Appointment of Chairman of Board meetings.*—All Boards shall be presided over by the Chairman if present, or, in his absence, by the Deputy Chairman; but if neither a Chairman nor a Deputy Chairman shall have been appointed, or if neither the Chairman nor the Deputy Chairman be present at the time appointed for holding the Board, the Directors present shall choose one of their number to preside.

121. *How questions at Board meetings decided.*—Any question which shall arise at any Board shall be decided by a majority of votes, and in case of an equality of votes, the Chairman thereat shall have a second or casting vote in addition to his own vote.

122. *Resolution in writing by all the 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.

123. *Board may appoint committee.*—The Board may delegate any of their powers, other than the power to make calls and to vary the capital of the Company, and to appoint and remove officers, to committees consisting of such one or more Director or Directors as the Board think fit, and they may from time to time revoke and discharge the appointment of any such committee either wholly or in part and either as to persons or purposes; but every such committee shall, in the exercise of the powers delegated to it, conform to all such regulations as are prescribed for it by the Board. All acts done by any such committee, in conformity with such regulations and in fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board, and the Board may remunerate the members of any special committee, and charge the remuneration to the current expenses of the Company.

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

125. *Meetings of committees.*—The meetings and proceedings of any committee shall be governed by the provisions of these presents 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 the committee.

126. *Minutes of proceedings of Directors to be kept.*—The Board shall cause minutes to be made in books provided for the purpose of the following matters, viz.:—

- (1) Of all the appointments of officers and committees made by the Board.
- (2) Of all the names of the Directors present at every Board, and of the members of committee present at every meeting of the committee.
- (3) Of the proceedings and resolutions of all General Meetings.
- (4) Of the proceedings and resolutions of all Boards and committees.

And any such minute as aforesaid if signed by some person purporting to be the Chairman of the meeting or of the Board or committee to which it refers or by any two Directors present thereat, or by the Chairman of the next succeeding meeting, shall be receivable in evidence without further proof of the matters therein contained or any other proof.

127. *Custody and use of common seal.*—The Directors shall provide a common seal for the purposes of the Company, and may from time to time change the same; and such seal shall be kept by such person and in such manner as the Board from time to time determine, but shall not be used except by the authority of a Board, and in the presence of at least two Directors or one Director and the Secretary or Secretaries of the Company. The Directors shall have full power to use the said seal in the execution of all or any of the powers hereby vested in them, or otherwise in relation to the affairs and business of the Company as they in their discretion see fit.

128. *Deeds how executed.*—The sealing of every deed, contract, or other instrument to which the seal is required to be affixed shall be attested by two or more of the Directors, or by one Director and the Secretary or Secretaries of the Company, 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.

129. *Expenses of establishing the Company.*—The Board shall, out of the funds of the Company, pay all costs, charges, and expenses which have been or shall be hereafter incurred or sustained in or about the examining and investigation of the books and accounts of "The Bank of Uva," getting up, registration, and establishing of the Company, obtaining the capital thereof, and in any manner in relation or incidental thereto, and in their management of the business of the Company the Board without any further power or authority from the Shareholders, may do the following things, viz.:—

(a) *Appointment, supervision, dismissal, and remuneration of proctors, general manager, and officers.*—They may, except as by these presents is otherwise provided, appoint, and at their pleasure remove or suspend, a proctor or proctors, a general manager, as well as branch or local managers, a secretary, and such other officers, clerks, and servants, either for permanent or temporary or special service, as they from time to time deem expedient for carrying on the business of the Company, and may determine their respective duties and powers, and may fix the amount of their respective salaries and emoluments, and may pay the same out of the funds of the Company. Provided that they shall in all cases require security to be given by every such manager, secretary, officer, clerk, or servant before he shall enter upon the duties of his office, in such an amount as they think sufficient, to insure the faithful discharge of his duties.

(b) *Employment and remuneration of brokers, &c.*—They may employ such brokers, surveyors, agents, valuers, and other persons as they think necessary to dispose of, survey, examine, or report upon any property of the Company, or which may be offered to the Company or for the acquisition of which the Directors think it expedient to treat; and may allow and pay out of the funds of the Company to the persons so employed such commissions, salaries, wages, and other remuneration as the Directors deem reasonable.

(c) *Establishment of branch banks, agencies, any local boards.*—They may establish such branch banks and agencies in this Colony as they think fit, and may do all such acts, matters, and things as may be necessary for that purpose, and may make such regulations for the management of any such branch bank or agency as the Directors from time to time think proper. They may pay the expenses occasioned by any of the matters aforesaid out of the funds of the Company, and may from time to time discontinue all or any of such branch banks or agencies as and when they see fit.

(d) *Acceptance of bills and promissory notes.*—They may in the name and for the purposes of the Company and by any person or persons authorized by them, purchase, draw, make, give, accept, indorse, transfer, discount, issue, and negotiate such bills of exchange, promissory notes, or other negotiable securities as they think desirable for carrying on the business of the Company.

(e) *Loans and mortgages.*—They may lend or advance any part of the funds of the Company, upon the security of any bonds, debentures, mortgages, or other securities, whether real or personal or otherwise, to such corporations or individuals, and upon such terms as they from time to time think expedient.

(f) *Acquisition of business premises.*—They may purchase, hire, rent, or otherwise acquire, at any place whatever, such lands, houses, and buildings, on such terms and for such estate as they from time to time think advisable. They may pull down, alter, remove, and convert any such houses or buildings, and may erect and build such other houses and buildings in lieu thereof on any land so acquired; and may from time to time alter or convert any such houses or building in such manner as they consider necessary or advisable for carrying on the business of the Company. They may fit up and furnish and insure against loss by fire all or any of such houses or buildings, and may let, or demise, or give possession of the whole or any part of the same, whether fitted up or furnished or otherwise, to such person and on such terms as to tenancy or occupation as they consider advisable with regard to the interests of the Company and the promotion or carrying on of its business. They may from time to time sell and buy in and re-sell, either by public auction or by private contract, any such lands, houses, or buildings as aforesaid, and may otherwise deal with all or any part of the same as they consider conducive to the interest of the Company.

(g) *Contracts.*—They shall adopt and carry into effect any contract, agreement, or arrangement already entered into on behalf of the Company, whether in relation to any land or buildings intended for its use, or in relation to establishing the Company, the raising or obtaining subscriptions for the capital thereof, or otherwise in connection with the promotion or formation of the Company, and may enter into and carry into effect any other contract, agreement, or arrangement which they deem expedient, whether with corporations or individuals, for the acquisition or for the disposal of any property, or otherwise in relation to any matter connected with the capital, property, or business or affairs of the Company upon such terms and in such manner as they may from time to time deem desirable.

(h) *As to credits and loans.*—They may give credit or make advances, with or without security, upon cash accounts, to such amount, at such rate of interest, and upon such terms as they think fit, but no Director shall vote on any motion respecting the loan or advance of money or otherwise giving credit to himself, his partner, or any relative, or respecting any such loan or advance, or giving credit on any security, or discounting any bill, promissory note, or other security offered by himself, or whether his partner or any relative is the

person or one of the persons to receive the money referred to in the motion. No Shareholder shall be entitled to demand as of right a cash or other credit, and it shall be entirely in the discretion of the Board whether such credit shall be given, and no Director shall have any such loan or credit except on good security and by resolution of a special Board.

(i) *Payment for acquired property.*—They may pay for the acquisition, pulling down, removal, alteration, conversion, erection, or building of any property by these presents authorized to be acquired by the Company either in cash or in shares (to be treated as either wholly or in part paid up), or partly in cash and partly in such shares, or in such other manner as they from time to time deem expedient.

(j) *Mortgage and sale of property.*—They may let, mortgage, sell, or otherwise dispose of any property of the Company, either absolutely or conditionally, and in such manner and upon such terms and conditions in all respects as they think fit, and may accept payment or satisfaction for the same in cash or in the Company's debentures or in fully paid up or other shares of the Company, or partly in cash and partly in such debentures or shares, or in such other manner as the Board deem expedient.

(k) *Transfer of mortgage and other securities.*—They may procure or take upon such terms as they deem expedient a transfer of any mortgage or other security affecting any property belonging to the Company, or authorized to be acquired for the Company, and that whether they have or have not at the time of taking the transfer acquired or entered into any treaty relative to the acquisition of the property, and may pay out of the funds of the Company all sums necessary for that purpose.

(l) *Amalgamation with or purchase of business of any other company and sale of business.*—They may, upon such terms and as they think fit, amalgamate with, or purchase or acquire the business, contracts, debts, property, funds, and connection of any company, partnership, or person carrying on, or formed for the purpose of carrying on, or intending to carry on, any business included amongst the objects specified in the Memorandum of Association, and may pay for the same either in cash or in debentures or in shares (to be treated as either wholly or part paid up), or partly in cash and partly in such debentures or shares, or in such other manner as the Board from time to time deem expedient. They may also after a resolution to that effect has been passed by the votes of three-fourths of the whole number of Directors for the time being given at a Board specially convened for the purpose of considering the advisability thereof, and confirmed by the resolution of a like number of Directors passed at a subsequent meeting specially convened for the purpose of considering the advisability of confirming the previous resolution, and with the assent of an extraordinary meeting of the Company specially convened for the purpose of considering the advisability of approving such resolution, sell and transfer for and upon sufficient consideration and indemnity, the whole or any portion of the business, contracts, debts, property, and funds of the Company to any other such company, partnership, or person as is herein before mentioned, upon such terms as the Board may in that behalf think fit.

(m) *May give security for money deposited with the Company.*—They may secure the payment of any money deposited with the Company and the interest thereon by means of deposit notes, bills of exchange, promissory notes, debentures notes or bonds, or in such other manner as is agreed upon between them and the depositor.

(n) *Issuing debentures and borrowing money.*—They may in the name and on behalf of the Company issue debentures, bonds, and other obligations of the Company at any time and in any form or manner, upon any conditions, and for any amount which they may from time to time determine, and may borrow from any person or corporation whomsoever any sum or sums of money either upon mortgage or charge of any of the property of the Company or its unpaid capital, whether called up or not, or on bonds or debentures or other obligations of the Company, or otherwise as they see fit, and may cause or permit any such mortgages, charges, bonds, debentures, or obligations to be redeemed or transferred as they think fit.

(o) *May secure repayment of borrowed money.*—They may, for the purpose of securing the repayment of any money so borrowed with interest, make and carry into effect any arrangements which they deem expedient by conveying any property of the Company to trustees or otherwise.

(p) *Investment of funds.*—They may invest such part of the funds of the Company as is not required to satisfy or provide for immediate demands in or upon Government stocks of Great Britain, of India, or of this Colony, or upon such other securities, whether real or personal, as they think expedient, and may from time to time vary such securities and convert the same as occasion requires or as they deem expedient. But they shall not invest or employ any part of the funds of the Company in the purchase of its own shares.

(q) *Proceedings and claims by and against the Company.*—They may institute, conduct, defend, compromise, refer to arbitration, and abandon legal and other proceedings and claims by or against the Company or the Directors or any officer of the Company or otherwise relating to or concerning the property or affairs of the Company, and may compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.

(r) *Settlement of accounts.*—They may settle and allow or disallow, in whole or in part, the accounts of any officer, agent, or servant of the Company.

#### MANAGER.

130. *The manager's remuneration and filling up vacancies.*—The manager shall be paid such a salary as the Directors from time to time determine; and in the event of any vacancies occurring in the office of manager, the Directors may from time to time supply the vacancy by the appointment of such person as they think fit.

131. *Manager to give security.*—The manager, before he shall enter upon the duties of his office, shall give such security for the due and faithful performance of his duties as such manager and in such amount as the Board think fit.

#### DECLARATION OF SECRECY.

132. *Declaration of secrecy.*—Every Director, manager, trustee, member of a committee, officer, servant, agent, accountant, or other person employed in the business of the Company, shall, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with the customers, and the state of accounts with individuals, and in all matters relating thereto, and shall by the declaration pledge himself not to reveal any of the matters which come to his knowledge in the discharge of his duties, except when required so to do by the Board, or by any general meeting, or by a court of law, or by the person to whom the matters relate, and except so far as is necessary in order to comply with any of the provisions of the Ordinances or of these presents.

## ACCOUNTS.

133. *Payments by cheque : how cheques to be signed.*—Every sum paid on behalf of the Company, otherwise than in the course of banking business, amounting to rupees one hundred or upwards, shall be paid by a cheque, which shall be signed as the Directors shall from time to time determine and direct.

134. *Payments to be made by order of Board, except petty cash.*—No payment, otherwise than in the course of banking business, shall be made without the order of the Board or the Managing Director for the time being of the Company or of a committee of Directors, except only payments on petty cash accounts, for which the Board may place such sum as they may think fit at the disposal of the manager or other officer.

135. *Receipts of two Directors or appointees to be good.*—The receipts of two Directors or of any person thereto expressly authorized by the Board for moneys payable to the Company shall be effectual discharges for the same.

136. *Accounts of receipts and expenditure.*—The Directors shall cause true accounts by double entry to be kept of all sums of money received or expended by the Company and of the matter respecting which the receipt or expenditure takes place, and of the credits and liabilities of the Company, and of all other matters necessary for showing the true state and condition of the Company ; and the accounts shall be kept in such books and in such manner, and the books of accounts shall be kept in such place or places of security, as the Directors appoint.

137. *Preliminary expenses account.*—All costs, charges, and expenses incurred or sustained in or about the establishment of the Company, and subsequent to the registration thereof, including therein the cost of advertising, travelling expenses, printing, stationery, brokerage, commission, expenses attendant upon the formation of branch banks and agencies, and all other costs, charges, or expenses which the Board consider may be fairly deemed and treated as preliminary, shall be placed to a separate account, to be called the " Preliminary Expenses Account," and shall be chargeable on the funds of the Company, and may be spread over such period, not being more than five years, as the Board deem expedient.

138. *Inspection of documents.*—No Shareholder, unless he be a Director or an Auditor, or any officer, clerk, accountant, or other person whose duty requires him to do so, shall be entitled to inspect any of the books, accounts, documents, or writings of the Company, except such as are produced for that purpose at a General Meeting, nor shall any Shareholder be entitled in equity to a discovery thereof.

139. *Statement of account and report to be furnished to General Meetings.*—At every ordinary meeting except the meeting held under article 66 hereof the Directors shall lay before the meeting a balance sheet or statement of the accounts of the Company made up to a date not more than two months before the meeting from the time when the last preceding statement was made, or in case of the first balance sheet or statement from the commencement of the Company, and every such balance sheet or statement shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount (if any) which they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the amount (if any) which they recommend to be retained for the reserve fund ; and such statement shall particularize the securities on which the reserve fund is invested.

## AUDIT.

140. *Accounts to be audited.*—The accounts of the Company shall be from time to time examined, and the correctness of the statements shall be from time to time ascertained, by an Auditor to be appointed in accordance with these presents.

141. *Qualification of Auditor.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transactions of the Company, or who is a Director or other officer of the Company ; and such Auditor shall be a professional accountant, or a firm of accountants, which firm shall, for the purposes of these presents, be deemed to be one Auditor, and any and every member of such firm may act as such Auditor.

142. *Notice to be given of intention to propose Auditors.*—No person, not being a retiring Auditor, shall be eligible to the office of Auditor, unless notice of an intention to propose him at an ordinary meeting be given at least five days and not more than one month before the meeting ; and a copy of every such notice shall be posted up at the office during three days before the meeting.

143. *Auditors to have copies of statement of account.*—The Auditor shall be supplied, at least twenty-one days before the day for holding an ordinary meeting, with copies of the accounts and balance sheet intended to be laid before the meeting, and it shall be his duty to examine the same with the vouchers relating thereto, and also to examine and report on the assets of the Company.

144. *Auditors to report.*—Within fourteen days after the receipt by the Auditors of the accounts and balance sheet, they shall either approve them and report generally thereon, or if they do not see fit to approve them shall report specially thereon, and shall transmit such report to the office of the Company.

145. *Copy of accounts to be sent.*—At least five days before every ordinary meeting a printed copy of the accounts and balance sheet, so audited, as aforesaid, shall be sent by the Board to every Shareholder resident in Ceylon, in accordance with his registered address.

146. *Auditors to report errors and irregularities to Board.*—If and whenever the Auditors discover or apprehend any error or irregularity, whether wilful or accidental, in any of the accounts or books of accounts of the Company, it shall be their duty at once to make and deliver to the Board a report in writing thereon.

147. *Balance sheet or statement of accounts conclusive after approval.*—Every balance sheet or statement of accounts when audited shall, after adoption by a General Meeting, be conclusive, except as regards any error discovered therein within three months next after the adoption thereof. Whenever any such error is discovered within that period the balance sheet or statement of accounts shall be forthwith corrected by the Auditors, and shall thenceforth be conclusive.

148. *Appointment and retirement of Auditors.*—The first Auditor of the Company shall be Mr. H. P. Church of Colombo, and the Directors shall fix his 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.

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

152. *Declaration of dividend or bonus.*—The Directors may, with the sanction of the Company in General Meeting, declare a dividend or bonus, or both a dividend and bonus, to be paid to the Shareholders in proportion to the amount from time to time paid on their shares (but exclusively of any amount for the time being paid up in advance of calls and carrying interest at an agreed rate), and subject to any special privileges or priority, for the time being subsisting, with regard to any particular shares.

153. *Half-yearly dividends.*—If and as long as ordinary meetings are held once a year only, the Directors may, without the sanction of a General Meeting, declare half-yearly dividends for those half years during which an ordinary meeting is not held. Provided always that no dividend shall be sanctioned by the Shareholders exceeding the amount recommended by the Directors.

154. *All dividends to be paid out of profits.*—No dividend or bonus shall be payable except out of the nett profits arising from the business of the Company, such nett profits having arrived at after writing off due depreciation of movable and immovable property.

155. *Reserve fund.*—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 or guarantee fund, also such further sum as a separate fund for the equalization of dividends.

156. *To be invested in Government stock.*—The reserve fund shall be invested by the Directors upon such Government securities, stocks, or funds of Great Britain, India, Ceylon, or of any British Colony, or in such other good and easily convertible stocks or securities, other than the shares of the Company as they think fit

157. *Reserve fund to be one-fifth of the capital.*—No dividend exceeding ten per cent. per annum shall be paid until such reserve fund amounts to a sum equal to one-fifth of the other paid up capital.

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

159. *Board may deduct money due for calls.*—The board may deduct from the interest, dividend, and bonus payable to any Shareholder all sums of money due from him to the Company on account of calls or interest thereon or otherwise.

160. *Notice to be given of interest and dividends.*—Notice of all interest, dividend, or bonus payable shall be given to every Shareholder entitled thereto.

161. *Forfeiture of unclaimed dividend.*—Any interest, dividend, or bonus unclaimed for three years after such notice may be forfeited by the Board for the benefit of the Company, and if the Board think fit may be applied in augmentation of the reserve fund.

162. *Board may pay dividend to claimant.*—Notwithstanding such forfeiture the Board may at any time thereafter, if they think fit, as a matter of grace and favour, authorize the payment thereof to any claimant who shall adduce a title thereto to the satisfaction of the Board.

#### DISSOLUTION OF THE COMPANY.

163. *When reserve fund exhausted, extraordinary General meeting to be called.*—If at any time the Directors find that the losses of the Company have exhausted the reserve fund, and also one-fourth of the paid-up capital they shall forthwith call an extraordinary meeting, and submit to it a full statement of the affairs of the Company.

164. *Events in which Company may be wound up and dissolved.*—If the Board shall pass a resolution recommending a dissolution of the Company, or that it shall discontinue its business and wind up its affairs, either in contemplation of or in connection with, or in order to effect a transfer of its business, property, and liabilities to any other Company, and the continued prosecution of its business by such other Company, or without reference to and independently of any such objects, and the Company shall by special resolution adopt such recommendation, or if all the members shall in writing under their hands agree thereto, thereupon the affairs of the Company shall be wound up by the Directors as the liquidators of the Company, and they shall continue in office for that purpose, anything hereinbefore contained to the contrary notwithstanding.

165. *Winding up powers of Directors.*—Such Directors shall have full power to carry such resolutions or agreement into full and complete effect, and they shall and may have and exercise for such purpose all the powers conferred by the Ordinances upon liquidators appointed in the case of a voluntary winding up of a Company, as well as all other powers applicable to such purpose, which might have been exercised by them in reference to their continued prosecution of the Company's business, and any other powers which under the circumstances of the case may be conferred upon them by any General Meeting, or which may be requisite for enabling them to effect a complete winding up of the affairs of the Company and a dissolution thereof.

166. *If Directors' powers insufficient, powers of winding up to be applied.*—If in either of the events stated in the Article 164 the powers of the Directors shall be found inadequate to enable them to effect a complete winding up of the affairs of the Company, then the Company shall be wound up so far as remains to be done, in accordance with and subject to such of the provisions of the Ordinances as are applicable to the voluntary winding up of the Company under the Ordinances, on the occurrence of any event in which the Company may be wound up voluntarily, but without reversing or disturbing any acts or proceedings already done or taken in or towards the winding up of the affairs of the Company.

167. *The Directors may declare debts irrecoverable.*—In order to assist in such winding up as aforesaid, it shall be lawful for the Directors to declare any debt which they consider to be bad or doubtful to be irrecoverable.

168. *Moneys not claimed to be divided.*—If any moneys to which upon the winding up of the Company, any Shareholder or his representatives (including therein whatever moneys he or they may be entitled to receive in virtue of this Article) shall not be claimed by the person entitled thereto within six months from such day as the Directors shall fix by advertisement as being the period within which the same must be claimed or forfeited, such moneys, and all increase, profits, and accumulations made from any investment or employment thereof shall, at the expiration of such period, be forfeited, and be divided and distributed among the rest of the Shareholders or their representatives in proportion to their several shares.

169. *Final closing of affairs.*—When the affairs of the Company in the opinion of the Directors shall be finally wound up, closed, and settled, the Directors may thereupon declare the same by a resolution to be passed by them, and advertise such resolution.

170. *By resolution.*—The resolution so passed and advertised shall immediately on the expiration of one month from the date of such advertisement, if in the meantime no proceedings shall have been taken on the part of any Shareholder or his representatives to prevent the operation thereof, operate and be effectual as a full, final, and complete general mutual release between the Shareholders and their representatives *inter se* and between the Company, and the Shareholders and their representatives individually and collectively, in respect of all actions, suits, and causes of action and suit, accounts, reckonings, controversies, disputes, claims, and demands which may be subsisting between them, or which either of them are or is entitled to or can or may have, maintain, bring, prosecute, recover, or set up against any other or others of them, touching the property or affairs of the Company, or the management or disposal thereof, or any act, deed, matter, or thing done, committed, executed, omitted, neglected, occasioned, or suffered by the Directors or any other person in connection therewith, as fully and completely as if a release to the same extent had been contained in and made by deed or deeds duly made between and executed by and between such Shareholders or their representatives *inter se*, and by and between them and the company respectively.

171. *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 Ordinances conferred upon them.

172. *Distribution.*—If the Company shall be wound up, and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first in repaying to the holders of the preference shares (if any) the amounts paid up or reckoned as paid up thereon and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If there shall remain any surplus assets after repayment of the whole of the paid up capital, such surplus assets shall be divided among the members in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up.

173. *Payment in specie, and vesting in trustees.*—In the event of a dissolution or winding up of the Company, the Directors or as the case may be, the liquidator, whether voluntary or official may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the Directors' liquidator, with like sanction, shall think fit.

#### NOTICES.

174. *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.

175. *Shareholders to register address.*—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.

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

176. *Notice to joint-holders of shares other than a firm.*—All notices directed to be given to Shareholders shall, with respect of 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.

177. *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.

178. *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.

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

179. *Shareholders bound by notices, &c., given to previous holders.*—Every person who by operation of law, transfer, or other means whatsoever shall become entitled to any share, shall be bound by any and every notice or other document which, previous to his name and address being upon the register in respect of the share, has been given to the person from whom he derives his title.

180. *Service of notices good notwithstanding death of Shareholder.*—When any notice or document is served, delivered, or sent in accordance with these presents, at or to the registered place of abode of a Shareholder, then, notwithstanding he be then deceased, and whether or not the Company has notice of his decease;

such service of the notice or other document shall, for all the purposes of these presents, be deemed service thereof on his heirs, executors, or administrators, and every of them, notwithstanding they are not named therein.

## ARBITRATION.

181. *All disputes to be referred to arbitration.*—Every matter which, in accordance with these presents, and every difference between the Company on the one hand and any of the Shareholders, their heirs, executors, or administrators on the other hand, or between any of the Shareholders, their heirs, executors, or administrators, or in any way relating to any of the subject-matters of these presents, or any claim or demand arising out of or relating to the same, shall be referred to and determined by arbitration under the provisions of "The Civil Procedure Code, 1889," in that behalf contained, or under the provisions of any other Ordinance for the time being in force relating to arbitrations and awards.

182. *Ratification of act.*—All acts, matters, and things heretofore done for or on behalf of the company by the promoters and by the subscribers to the Memorandum of Association are hereby confirmed and adopted by the Company.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this 27th day of March, 1907.

STANLEY BOIS (by his Attorney PERCY BOIS).

N. J. G. ROBERTSON.

C. D. MATHEWSON.

W. G. MACVICAR.

F. J. DE SARAM.

H. P. CHURCH.

F. CROSBIE ROLES.

Witness to the above signatures:

LESLIE W. F. DE SARAM,

Proctor, Supreme Court,  
Colombo Ceylon.

**The Golconda Estate Rubber Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at the Hatton Hotel, Hatton, on Saturday, the 25th day of May, 1907, at 12 o'clock noon, for the purpose of confirming the following special resolutions passed at an Extraordinary General Meeting held on the 7th day of May, 1907:—

1. That it is desirable to reconstruct the Company, and accordingly that the Company be wound up voluntarily, and that William David Bosanquet, of Holmwood estate, Agrapatana, Ceylon, Esq., be and he is hereby appointed Liquidator for the purpose of such winding up.

2. That the Liquidator of the Company be and he is hereby authorized, pursuant to section 107, sub-section (7), of "The Joint Stock Companies Ordinance, 1861," to sell and transfer to a new Company, to be called the Golconda Malay Rubber Company, Limited, or by some other name approved by the said Liquidator, to be incorporated and registered in England under "The Companies Acts, 1862 to 1900," of Great Britain, with a capital of not less than £70,000 sterling, the whole of the business and property of the Company, and to receive, as part of the consideration for such sale, 66,000 fully paid shares of £1 sterling each in the said new Company for distribution among the members of the Company in proportion to the shares in the Company held by them.

3. That the Liquidator of the Company be and he is hereby authorized to approve of the Memorandum and Articles of Association of the proposed new Company, and to approve of and enter into any agreement or agreements with the said new Company, or otherwise, which may be necessary for the purpose

of carrying into effect the proposed sale and transfer to the said new Company.

4. That the Liquidator of the Company be and he is hereby authorized to proceed to England for the purpose of carrying out the reconstruction of the Company, and that in his absence the powers of the Directors be continued so far as may be necessary to carry on the business of the Company and to protect its assets.

By order of the Board,

JOHN INCH,  
Secretary.

May 13, 1907.

**The Ceylon Planters' Rubber Syndicate, Limited.**

NOTICE is hereby given that the Seventh Ordinary General Meeting of Shareholders of this Company will be held at Adam's Peak Hotel, Hatton, on Saturday, May 25, 1907, at 12.30 P.M.

*Business.*

To receive the Directors' Report and Accounts for the year ended December 31, 1906.

To elect a Director.

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

The Transfer Books of the Company will be closed from May 15 to 25, 1907, inclusive.

By order of the Directors,

CUMBERBATCH & Co.,  
Secretaries.

Colombo, May 15, 1907.

**The New Colombo Ice Company, Limited.**

NOTICE is hereby given that the Half-yearly Meeting of the Shareholders of the Company will be held at the office of Messrs. Julius & Creasy, Fort, Colombo, at 12 noon, on Thursday, the 23rd May, 1907, to receive the Report of the Directors and the Statement of Accounts for the half-year ending 31st March, 1907.

Any Shareholder unable to attend this Meeting will please to appoint some Shareholder to act as his proxy. A legal form duly executed (bearing a 5-cent revenue stamp) must be deposited at this office before noon on 22nd May, 1907.

The Transfer Books of the Company will be closed from 21st May to 26th May.

SYDNEY JULIUS,  
Secretary.

Colombo, April 24, 1907.

**The Colombo Apothecaries' Co., Limited.**

NOTICE is hereby given that an Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 11, Prince street, Fort, Colombo, on Tuesday, May 28, 1907, at 3 P.M., to receive the Report of the Directors and Statement of Accounts for the year ending March 31, 1907, to declare a dividend, and to appoint an Auditor.

Any Shareholder unable to attend this Meeting may appoint some Shareholder to act as his proxy. A legal form (which must be deposited, duly executed, at the registered office of the Company before 3 P.M. on Monday, May 27, 1907) may be obtained from the undersigned on application.

The Transfer Books will be closed from May 22 to June 4, both days inclusive.

By order,  
C. DAVIDSON,  
Manager.

Colombo, May 17, 1907.

**The Patiagama Cinchona Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 11, Queen street, Fort, Colombo, on Tuesday, the 28th May, 1907, for the purpose of passing the following resolution:—

“That the Company approve of and confirm the lease of Patiagama estate to Henry Makin Rowbotham under Indenture No. 9,227, dated 22nd February, 1907, for a period of fifteen (15) years to be computed from such date as the existing lease to the said Henry Makin Rowbotham and Holmes Samuel Chipman under Indenture No. 8,146, dated 19th February, 1901, shall be determined, or shall expire under the

provisions thereof, at the yearly rent or sum of £400 sterling, and that they approve of and confirm the option to the lessee of purchasing Patiagama estate at £5,750, on the terms mentioned in the letter dated 22nd February, 1907, from the Agents and Secretaries of the Company to the said Henry Makin Rowbotham.”

By order,

BOIS BROTHERS & Co.,  
Agents and Secretaries,  
Patiagama Cinchona Company, Limited.

Colombo, May 16, 1907.

I, PONNUSAMY CHETTIAR KANDAPPA, CHETTIAR, do hereby give notice that I have this day by Deed No. 95 attested by Mr. John Alfred Perera of Colombo, Notary Public, revoked, annulled, and cancelled the Deed No. 945 dated the 22nd day of September, 1906, attested by V. Cassipillai of Jaffna, Notary Public, and the appointment thereby made of (1) M. L. R. M. Karuppiyah Pillai, (2) R. M. M. S. T. Ramen Chetty, (3) R. M. A. R. A. R. M. Suppramanian Chetty, (4) A. R. A. R. S. M. Ramen Chetty, (5) A. L. A. R. Perumal Chetty, (6) L. P. Alagappa Chetty, and (7) P. K. P. S. Muttu Kamatchia Pillai as Trustees and Managers of the Temple called “Sree Viswalinga Vytheesvaram Kovil,” situated at Vannarponne West in Jaffna and the other Temples connected therewith, and the powers given and the trusts created by the said Deed No. 945 concerning the management of the said Temple. The said (1) M. L. R. M. Karuppiyah Pillai, (2) R. M. M. S. T. Ramen Chetty, (3) R. M. A. R. A. R. M. Suppramanian Chetty, (4) A. R. A. R. S. M. Ramen Chetty, (5) A. L. A. R. Perumal Chetty, (6) L. P. Alagappa Chetty, and (7) P. K. P. S. Muttu Kamatchia Pillai have from this date ceased to be and are no longer Trustees and Managers of the said Temples, and of the movable and immovable property belonging thereto. I have from this date resumed the management of the said Temples and the property, movable and immovable, belonging thereto. All persons owing moneys to the said Temples or holding as tenants or leasees properties belonging to the said Temples are required to pay such moneys and the rents of the said properties to me.

As I am about to leave the Island I have by Deed No. 96 dated this day and attested by Mr. John Alfred Perera of Colombo, Notary Public, appointed my son Ponnusamy Chettiar, also known as Ratnasabapathy Chettiar, attorney, to act for me in the management of the said Temples and the properties belonging thereto. During my absence all moneys should be paid to my attorney.

P. KANDAPPA CHETTIAR.

Colombo, 11th May, 1907.

**ROAD COMMITTEE NOTICES.****Dolosbage Road.**

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, the following gentlemen have been elected to form the Local Committee to perform the duties imposed by the said Ordinance in respect of the Dolosbage road for the term ending September 29, 1908:—

Messrs. A. J. Stephen (Chairman), T. Crowther, W. R. Tringham, D. S. Cameron, and T. Wilson.

J. P. LEWIS,  
Chairman.

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

**Pupuressa Road.**

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, the following gentlemen have been elected to form the Local Committee to perform the duties imposed by the said Ordinance in respect of the Pupuressa road for the term ending June 19, 1908:—

Messrs. A. L. French (Chairman), H. Charsley, A. Craighead, H. M. Picken, and W. G. Mortimer.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, May 4, 1907.



## Lindula-Agra Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested at the rate of 1612c. per acre, as follows, to make up the private contribution of Rs. 3,727.41.

AGRA ROAD (between Lindula and end of Agra road).

(Estimate No. 19 of 1907).

Renewing two bridges.

Government moiety .. .. .	Rs. 3,315
Private contribution .. .. .	Rs. 3,471

(Estimate No. 682 of 1907).

Repairs to damaged portion, 40th mile.

Government moiety .. .. .	Rs. 250.00
Private contribution .. .. .	Rs. 256.41

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Dimbula Valley Co., Limited	Belgravia	305	49 21
A. V. & J. H. Renton	Tallankanda	268	43 25
E. Temple	Deyanella	267	43 9
Alfred J. & A. H. Bell (T. MacLachlan, Agent)	Fairfield	319	51 47
The Ceylon Tea Plantations Co., Limited	Wallaha	290	46 79
The Dimbula Valley Tea Co., Limited	Mousaella	550	88 71
Heirs of H. R. Farquharson & R. J. Farquharson	Eildon Hall	413	66 62
The Bambrakellie Estates Tea Company, Limited	Bambarakele	497	80 16
The Bambrakellie Estates Tea Co., Ltd.	Lot 110,386 Dell	100	16 16
T. Fairhurst & W. C. Oswald	Oddington	100	16 16
Mrs. Wiggin & Sons	Melton	207	33 40
T. Fairhurst (W. C. Oswald)	Ferham	273	44 4
Scottish Trust & Loan Company, Limited	Rahanwatta	308	49 69
H. R. Wiggin	Queenwood	228	36 79
The Dimbula Valley Co., Ltd.	Tillicoultry	401	64 69
J. A. & N. G. Campbell	Waltrim	370	59 68
Lord Chelmsford (C. M. Buckworth, Agent)	Agrakanda	288	46 46
C. R. S. Carew (W. C. Oswald)	Fassifern West	138	22 28
W. H. Sealey (A. J. Farquharson)	Fassifern East	138	22 28
F. A. & W. N. Fairlie	Khowlahena	391	63 6
Geo. Beck	Henfold and St. Regulas	570	91 93
The Alliance Tea Company of Ceylon, Limited (Whittall & Co.)	Gleneagles	222	35 82
The Dimbula Valley Tea Company, Limited	Lippakelle	206	33 24
The Ceylon Estates Investment Association, Limited	Macduff	221	35 66
The Ceylon Tea Plantation Company, Limited	Begally, Cymru, and Tangakelle	910	146 74
Sumtravale Estates Company, Limited	Maria	297	47 92
The Dimbula Valley Tea Company, Limited	Elgin	291	46 95
Do. do.	Kellyhill	158	25 50
The Vellekelle Tea Company	Ouvahkellie	593	95 64
Heirs of John M. Smith (J. K. Symonds)	Caledonia	255	41 14
H. F. W. & R. J. Farquharson	Agra	276	44 44
Mooloya Estates, Ltd. (Colombo Commercial Company, Ltd.)	Braemore	265	41 75
C. R. Paterson	Cranley	455	73 39
R. C. Paterson	Cranley Upper	357	57 59
N. & L. Bonaparte Wyse	Holbrook	188	30 34
Balmoral Ceylon Estates Company, Limited	Galatea	189	30 50
The Agra Tea Company of Ceylon, Limited	Ardlaw	209	33 73
Heirs of M. J. Smith (J. K. Symonds)	Albion	275	44 38
A. G. Seton & C. A. Seton (A. Hamilton Harding, Agent and Resident Manager)	St. Margaret's	197	31 79
Balmoral Ceylon Estates Company, Limited	Balmoral	199	32 11
Alliance Tea Company, Limited (Whittall & Co.)	Clydesdale	227	36 63
The Agra Tea Company of Ceylon, Limited	Thornfield	293	47 27
R. S. & G. J. Pieris	Wishford	158	25 50
A. R. Ashton	Agra Elbedde	276	44 53
G. L. Gwatkin	Iona	112	18 9
Do.	Torrington	283	45 65
Alex. Stevenson	Helbeck	109	17 61
P. B. Seton (A. Hamilton Harding, Agent and Resident Manager)	Lot 110,382, Mossend	125	20 19
A. G. & C. A. Seton (A. Hamilton Harding, Agent and Resident Manager)	New Preston	167½	27 4
Ceylon Tea Plantation Company, Limited	Lot 110,383, Preston No. 2	250	40 34
Portmore Tea Estates Company, Limited	Glenlyon, Stair, & Pelmont	633	110 14
	Aldourie	269	43 40

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Agra Ouvah Estates Co.	.. Agra Uva	.. 331	.. 53 40
Do.	.. Fankerton	.. 193	.. 31 15
Charles Strachan & Co.	.. Hauteville	.. 320	.. 51 62
Do.	.. St. George	.. 263	.. 42 43
John Stewart (F. G. Smith)	.. Sutton	.. 277	.. 44 69
Charles Strachan & Co.	.. Woodlake	.. 163	.. 26 31
R. W. Wickham	.. Holmwood	.. 391	.. 63 7
Charles Strachan & Co.	.. Freshwater	.. 251	.. 40 50
Glasgow Estate Company, Ltd. (Whittall & Co.)	.. Glasgow	.. 472	.. 76 13
Ceylon Tea Plantation Company, Limited	.. Waverly	.. 157	.. 25 34
Glasgow Estate Company, Ltd. (Whittall & Co.)	.. Nithsdale	.. 242	.. 39 5
Portmore Tea Estate Company, Limited	.. Portmore	.. 306	.. 49 37
C. B. Lutyens & G. H. D. Elphinstone	.. Mornington	.. 404	.. 65 17
Ceylon Tea Plantations Company, Limited	.. Ardalie	.. 209	.. 33 73
Heirs of T. Mackie and P. Moir (M. B. Bartlett, Agent)	.. Lot 112,364, Powy's land	.. 165	.. 26 63
New Dimbula Company, Limited	.. Diyagama	.. 3,125	.. 503 80
J. M. Sayers	.. Nutbourne	.. 165	.. 26 63
Balmoral Estates Company, Ltd.	.. Lot 112,363, Sandringham	.. 302	.. 48 73
Do.	.. Lot 112,365, Yaravale	.. 240	.. 38 72
			Rs. 3,727 41

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before May 22, 1907.

J. P. LEWIS,  
Chairman.

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

#### Barnagala-Meenagalla Road.

THE report of the Local Committee of the Barnagala-Meenagalla road having been received, notice is hereby given that, in accordance with the provisions of section 19 of the Estate Roads Ordinance, No. 12 of 1902, the Provincial Road Committee will on Saturday, May 25, 1907, at 1.30 P.M., at their office in Kandy, after hearing objections, if any, proceed to assess in the manner prescribed by the said section the proportion due by each estate on account of the cost of maintenance during 1907 of the said road, viz., Rs. 860.

The Local Committee have recommended that the following estates should be assessed for the sections and on the acreage stated opposite to each:—

1st section, $\frac{1}{2}$ mile.		
Proprietor or Agents.	Estates.	Acreage.
The United Planters' Co. of Ceylon, Ltd.	.. Gallamudena	.. 2,594
1st and 2nd sections, $1\frac{1}{2}$ mile.		
The United Planters' Co. of Ceylon, Ltd.	.. Windsor Forest	.. 1,354
W. L. Strachan	.. Kelvin	.. 944
M. Elton Lane	.. St. Catherine	.. 428
Ederapola Tea Co.	.. St. Helen	.. 303

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, May 7, 1907.

#### Dimbula Branch Roads.

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 Dimbula Branch Roads, viz., Lindula-Agra, Railway Gorge, and Wallaha, will be held at the Cricket Pavilion at the Agra Patanas on Monday, June 3, 1907, at 4 P.M.

#### Business.

- To elect a new Local Committee to perform the duties imposed by the Ordinance for two years.
- The Local Committee to consider and report to the Provincial Committee with regard to—
  - The acreage of the land belonging to each estate.
  - The sections used by each estate.
  - The names of the proprietors, resident managers, or superintendents, and of the agents of each estate—

for an assessment on the under-mentioned private contributions on the maintenance estimates for 1907, and transact such other business as may come before it.

	Rs.	c.
Lindula-Agra road	.. 10,000	0
Railway Gorge road	.. 650	25
Wallaha road	.. 338	69

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, May 14, 1907.

**Dotale Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the sum of Rs. 187·50 for repairing the Dotale road at slip on 11th mile. the Provincial Road Committee, acting under the provisions of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate in the district interested at the rate of ·0373c. per acre, as follows, to make up the private contribution of Rs. 192·30.

(Estimate No. 309 of 1907.)

Government moiety	Rs. 187·50
Private contributions	Rs. 192·30
	Amount.
Proprietors or Agents.	Estates. Acreage. Rs. c.
Mackwood & Co.	Inchstelly .. 110 .. 4 15
H. A. Beachcroft	Muttotte .. 40 .. 1 54
E. G. Simpson	Simpson's Land 150 .. 5 64
Colombo Commercial Company, Limited (J. G. Wardrop)	Hunasgiriya 1,250 .. 46 67
S. Velepillai & Sons	Tanahena .. 52 .. 1 98
G. A. Mackenzie	Talingamadde .. 70 .. 2 66
Bosanquet & Co.	Algooltenna, Happuwidde, Kitulgalla, Dotalla, Elkaduwa 1,774 .. 66 21
F. T. Hadden	Halgalla & Hurngalla .. 724 .. 27 5
E. G. Beilby	Wegalla .. 344 .. 12 88
H. L. Anley	Mahatenna .. 381 .. 14 26
C. Gordon	Galgawatta .. 247 .. 9 26
	Rs. 192 30

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before May 29, 1907.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, May 8, 1907.

**Dotale Road.**

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, the following gentlemen have been elected to form the Local Committee to perform the duties imposed by the said Ordinance in respect of the Dotale road for the term ending October 8, 1908:—

Messrs. E. J. Martin (Chairman), S. K. Bousfield, E. G. Beilby, G. A. Mackenzie, and H. S. Cameron.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, May 8, 1907.

**Gampola-Dolosbage Road.**

NOTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, the following gentlemen have been elected to form the Local Committee to perform the duties imposed by the said Ordinance in respect of the Gampola-Dolosbage road for the term ending January 25, 1909:—

Messrs. R. Wilson (Chairman), W. P. Hodgson, W. S. Blackett, and F. R. Bisset.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, May 8, 1907.

**Gammaduwa-Rattota Road.**

THE report of the Local Committee of the Gammaduwa-Rattota road having been received, notice is hereby given that in accordance with the provisions of section 19 of the Estate Roads Ordinance, No. 12 of 1902, the Provincial Road Committee will on Saturday, June 1, 1907, at 1.30 o'clock P.M., at their office in Kandy, after hearing objections, if any, proceed to assess in the manner prescribed by the said section the proportion due by each estate on account of the cost of maintenance during 1907 of the said road, viz., Rs. 3,200.

The Local Committee have recommended that the following estates should be assessed for the sections and on the acreage stated opposite to each.

1st to 3rd section, 3 miles.

Proprietors or Agents.	Estates.	Acreage.
F. Hoffman LaRoche	Palletenne	193

1st to 5th section, 5 miles.

F. Hoffman LaRoche	Opalgalla	896
Consolidated Estate Co.	Ellagalla	445
A. H. D. B. de Silva	Kudoya	332

1st to 7th section, 7 miles.

Ankande Estate Co. of Ceylon, Limited	Altwood	102
Eastern Produce and Estates Co., Ltd.	Dromoland, Ewhurst, and Park	507
James Westland	Dooromadella and Mousakanda	1,114
East Matale Co., Ltd.	Forest Hill	121
Do.	Kensington	325
New Ceylon Plantation Co., Limited	Gammaduwa, Caton, and Ambena	1,446
Mitchell	Hinguruwatha	306
F. R. C. Storey	Karagahatenne, Galbodde, Dryburgh, and Moncrieff	1,230
Cumberbatch & Co.	Nargalla	395
A. G. S. Speke & N. C. & W. F. C. Rolt	Sacombe	103
N. C. Rolt	Bromham & Bayntun	220
Gangawariy Co., Ltd.	Yalama lai	461
L. Bellerio, G. Skene, and Lukas	Lynipitiya	450

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, May 8, 1907.

**Maskeliya Branch Roads.**

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 Maskeliya Branch Roads, viz., Norwood-Maskeliya, Maskeliya-Cruden, Brownlow-Luccombe, and Norwood-Upcot, will be held at Maskeliya Club on Wednesday, June 5, 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 under-mentioned contributions on the maintenance estimates for 1907, and to transact such other business as may come before it.

	Rs.	c.
Norwood-Maskeliya road	4,730	65
Maskeliya-Cruden road	900	50
Brownlow-Luccombe	731	66
Norwood-Upcot road	2,500	50

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, May 13, 1907.

#### Dolosbage Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, the following gentlemen have been elected to form the Local Committee, to perform the duties imposed by

the said Ordinance in respect of the Dolosbage road for the term ending September 29, 1908:—

Messrs. A. J. Stephens (Chairman), T. Crowther, W. R. Tringham, D. S. Cameron, and T. Wilson.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, May 10, 1907.

#### Road from Deniyaya to Hayas Estate Factory.

It is hereby notified that under the provisions of section 12 of "The Branch Roads Ordinance, 1896," the following gentlemen have been elected to form a Local Committee in respect of the upkeep of the road from Deniyaya to Hayas Estate Factory for two years from May 12, 1907, to May 12, 1909:—

Messrs. John MacKessach, A. W. Leslie, D. M. Rajapakse, and E. C. Anderson.

Mr. John MacKessach has been appointed Chairman of the Committee.

J. C. W. ROCK,  
Chairman.


Provincial Road Committee's Office,  
Galle, May 10, 1907.

### TRADE MARKS NOTIFICATIONS.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906; and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo have applied for the registration of the following Trade Mark in the name of Mackie & Co., Distillers, Limited, of 217, West George street, Glasgow; of Lagavulin Distillery, Island of Islay; of Glenlivet, Scotland; and of Pancras street, London, England, Distillers and Blenders, in respect of Whisky in Class 43, in the Classification of Goods in the above-mentioned Regulations.—

No. — The Old Blend  
Whisky

The White Horse Cellar




ESTD 1742

of the

WHITE HORSE

CELLAR

FROM THE  
Original Recipe  
1746



ALL that are desirous to pass from EDINBURGH to LONDON, or any other place on their road, let them repair to the 'WHITE HORSE CELLAR,' in EDINBURGH, at which place they may be received in a STAGE COACH every MONDAY and FRIDAY, which performs the whole journey in eight days (if God permits), and sets forth at five in the morning.

Allowing each passenger 14 pounds weight, and all above, 6 pence per pound.

February, 1754.

**MACKIE & COMPANY DISTILLERS LIMITED,**  
Lagavulin Distillery, Island of Islay, and Glenlivet, SCOTLAND  
GLASGOW and LONDON

The essential particulars of the Trade Mark are the distinctive label, the combination of devices, and the words "White Horse Cellar," and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,  
Colombo, May 13, 1907.

N. W. MORGAPPAH,  
for Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Mr. C. W. Vidyasagara, Muhandiram, Medical Practitioner of Galle, has applied for the registration of the following Trade Mark in his name in respect of Chemical Substances prepared for use in Medicine and Pharmacy in Class 3 in the Classification of Goods in the above-mentioned Regulations:—

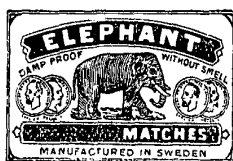


The essential particulars of the Trade Mark are the distinctive device and the words "Srimath Amurtha Panaya."

Registrar-General's Office,  
Colombo, May 13, 1907.

N. W. MORGAPPAH,  
for Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo have applied for the registration of the following Trade Mark in the name of the Swedish Match Company, Limited, of 16, Mark lane, London, in respect of Matches in Class 47 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the distinctive label, the device, and the word "Elephant," and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,  
Colombo, May 13, 1907.

N. W. MORGAPPAH,  
for Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo have applied for the registration of the following Trade Mark in the name of the Swedish Match Company, Limited, of 16, Mark lane, London, in respect of Matches in Class 47 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the distinctive label and the combination of devices, and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,  
Colombo, May 8, 1907.

N. W. MORGAPPAH,  
for Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904, as amended by the Ordinance No. 9 of 1906," and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo have applied for the registration of the following Trade Mark in the name of Holbrooks, Limited, of 283, Ashted Row, Birmingham, England, manufacturers, in respect of Substances used as Food or as Ingredients in Food in Class 42 in the Classification of Goods in the above-named Regulations:—



### ST. GEORGE

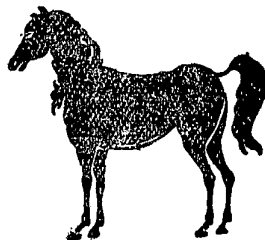
The essential particulars of the Trade Mark are the distinctive device and the words "St. George," and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,  
Colombo, May 15, 1907.

N. W. MORGAPPAH,  
for Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo have applied for the registration of the following Trade Mark in the name of Mackie & Co., Distillers, Limited, of 217, West George street, Glasgow; of Lagavulin Distillery, Island of Islay; of Glenlivet, Scotland; and of Pancras street, London, England, Distillers and Blenders, in respect of Whisky in Class 43 in the Classification of Goods in the above-mentioned Regulations:—

### The Black Horse



Registrar-General's Office,  
Colombo, May 13, 1907.

N. W. MORGAPPAH,  
for Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo have applied for the registration of the following Trade Mark in the name of the Distillers Company, Limited, Torphichen street, Edinburgh, in respect of Whisky in Class 43 in the Classification of Goods in the above-mentioned Regulations:—

CONTENTS OF THIS BOTTLE ARE GUARANTEED TO  
HAVE BEEN MATURED FOR OVER 7 YEARS IN WOOD

## CAMBUS

PURE PATENT STILL  
SCOTCH GRAIN WHISKY

PROPRIETORS,

*The Distillers Company, Ltd.*

EDINBURGH.

AND AT CAMBUS DISTILLERY, NEAR STIRLING.

THIS IS WHISKY IN ITS PUREST AND MOST UNBLENDED FORM.  
IT IS DISTILLED IN COFFER'S PATENT STILL - RECOGNIZED TO BE  
THE MOST SCIENTIFIC FORM OF STILL EVER INVENTED AND AS A  
RESULT IS NOTICED FOR ITS FREEDOM FROM EXCESS OF FINE OIL  
AND IS THE VERY FINEST STILL AND MATED BLEND IS EMPLOYED  
IN THE MANUFACTURE AND IT IS THE MARK OF THE DISTILLERS COMPANY.

The essential particulars of the Trade Mark are (1) the distinctive label, (2) the word "Cambus," and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,  
Colombo, May 8, 1907.

N. W. MORGAPPAH,  
for Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo have applied for the registration of the following Trade Mark in the name of James Buchanan & Co., Limited, of the Black Swan Distillery, 26, Holborn, London, England; 14/16, Bothwell street, Glasgow; and of Glentauchers-Glenlivet Distillery, Mulben, Speyside, Scotland, Whisky Distillers and Blenders, in respect of Whisky in Class 43 in the Classification of Goods in the above-mentioned Regulations.—

SCOTCH WHISKY  
"BLACK & WHITE"  
TRADE MARK  
AS SPECIALLY SELECTED FOR  
THE HOUSE OF COMMONS

*James Buchanan & Co.*  
SCOTCH WHISKY DISTILLERS,<sup>LIMITED</sup>

GLASGOW & LONDON.

The essential particulars of the Trade Mark are the distinctive label, the words "Black and White" and "House of Commons," and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,  
Colombo, May 13, 1907.

N. W. MORGAPPAH,  
for Registrar-General.

### MUNICIPAL COUNCIL NOTICES.

#### MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a Warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 149th clause of the Ordinance No. 7 of 1887, for arrears of consolidated rate due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the consolidated rate and costs be duly paid.

R. R. DUNWILLE,  
Secretary.

The Municipal Office,  
Colombo, May 7, 1907.

#### SCHEDULE.

Date of Sale: Thursday, June 20, 1907.

Barber street.

Premises No.	Quarter and Year.	Time of Sale.
50-56	4th quarter, 1906	7.10 A.M.
57-59	3rd and 4th quarters, 1906	7.15 "
64-66	Do.	7.20 "
67	Do.	7.25 "
68	Do.	7.30 "
69	Do.	7.35 "
70	Do.	7.40 "
71	Do.	7.45 "
72-74	Do.	7.50 "
79	4th quarter, 1906	7.55 "
88	3rd and 4th quarters, 1906	8 "
104	Do.	8.5 "

Armour street.

Premises No.	Quarter and Year.	Time of Sale.
13	4th quarter, 1906	8.15 A.M.
15-24	Do.	8.20 "
25-31	Do.	8.25 "
32	3rd and 4th quarters, 1906	8.30 "
33-33A	Do.	8.35 "
34-43	Do.	8.40 "
44	Do.	8.45 "
45	4th quarter, 1906	8.50 "
45A	Do.	8.55 "
45B	Do.	9 "
45C	Do.	9.5 "
45E	Do.	9.10 "
45D	Do.	9.15 "
45F	Do.	9.20 "
45G	Do.	9.25 "
45H	Do.	9.30 "
45I	Do.	9.35 "
45J	Do.	9.40 "
49	Do.	9.45 "
50	Do.	9.50 "

Grandpass road.

1	3rd and 4th quarters, 1906	9.55 A.M.
2	Do.	10 "

Date of Sale: Friday, June 21, 1907.

Grandpass road.

3	3rd and 4th quarters, 1906	7 A.M.
4	Do.	7.5 "
7	Do.	7.10 "
8	Do.	7.15 "
12	Do.	7.20 "
17	Do.	7.25 "
18	Do.	7.30 "
21	4th quarter, 1906	7.35 "
22	3rd and 4th quarters, 1906	7.40 "
27	Do.	7.45 "
28	Do.	7.50 "
29	Do.	7.55 "

Premises No.	Quarter and Year.	Time of Sale.
38	3rd and 4th quarters, 1906	8 A.M.
40	Do.	8. 5
43A	Do.	8.10
49	Do.	8.15
50A	Do.	8.20
51	Do.	8.25
52	Do.	8.30
53	Do.	8.35
53A	Do.	8.40
54	Do.	8.45
55	Do.	8.50
56	Do.	8.55
57	Do.	9
58 59	Do.	9. 5
60	Do.	9. 10
63	Do.	9.15
64	Do.	9.20
65	Do.	9.25
66	Do.	9.30
67	Do.	9.35
68	Do.	9.40
75	Do.	9.45
76	Do.	9.50
77	Do.	9.55
80	Do.	10

Date of Sale : Saturday, June 22, 1907.

## Grandpass road.

90	3rd and 4th quarters, 1906	7 A.M.
91-92	Do.	7. 5
93-94	Do.	7.10
95	Do.	7.15
96	Do.	7.20
100-102	Do.	7.25
103-104	Do.	7.30
105	Do.	7.35
105A	Do.	7.40
106	Do.	7.45
107	Do.	7.50
108-109	Do.	7.55
120-121 & 122	Do.	8
123	Do.	8. 5
123A	Do.	8.10
128	Do.	8.15
129	4th quarter, 1906	8.20
130	3rd and 4th quarters, 1906	8.25
131	Do.	8.30
132	Do.	8.35
133	Do.	8.40
134	Do.	8.45
135	Do.	8.50
136-137	Do.	8.55
138	4th quarter, 1906	9
139	3rd and 4th quarters, 1906	9. 5
140 140A	Do.	9.10
141	Do.	9.15
141A	Do.	9.20
141B	Do.	9.25
141C	Do.	9.30
153A	Do.	9.35
153B	Do.	9.40
154	Do.	9.45
154A	Do.	9.50
154B	Do.	9.55
154C	Do.	10

Date of Sale : Monday, June 24, 1907.

## Grandpass road.

154D	3rd and 4th quarters, 1906	7 A.M.
155	Do.	7. 5
156	Do.	7.10
157	Do.	7.15
58 159	Do.	7.20
162 163	Do.	7.30
164	Do.	7.35

Premises No.	Quarter and Year.	Time of Sale.
166-167	3rd and 4th quarters, 1906	7.40 A.M.
184	Do.	7.45
185	Do.	7.50
187	Do.	7.55
188	Do.	8
189	Do.	8.10
190	Do.	8.15
192	Do.	8.20
197-200	Do.	8.25
201-204	Do.	8.30
207	Do.	8.35

## Galkapanawatta.

50	3rd and 4th quarters, 1906	8.40 A.M.
52	Do.	8.45
53	Do.	8.50
54	Do.	8.55
55	Do.	9
56	Do.	9. 5
57	Do.	9.10
58	Do.	9.15
59	Do.	9.20
60-62	Do.	9.25
62A	Do.	9.30
61	Do.	9.35
63	Do.	9.40
64	Do.	9.45
65	Do.	9.50
66	Do.	9.55
67	Do.	10

Date of Sale : Tuesday, June 25, 1907.

## Galkapanawatta.

68	3rd and 4th quarters, 1906	7 A.M.
76	Do.	7. 5
77	Do.	7.10
78	Do.	7.15
79	Do.	7.20
80	Do.	7.25
81	Do.	7.30
82	Do.	7.35
82A	Do.	7.40
83	Do.	7.45
84	Do.	7.50
85	Do.	7.55
86	Do.	8
87	Do.	8. 5
88	Do.	8.10
89	Do.	8.15
90	Do.	8.20
90A	Do.	8.25
92	Do.	8.30
93	Do.	8.35
94	Do.	8.40
94A	Do.	8.45
97	Do.	8.50
98	Do.	8.55
100-101	Do.	9

## Layard's Broadway.

111A	3rd and 4th quarters 1906	9. 5 A.M.
114	Do.	9.10
117	Do.	9.15
118	Do.	9.20
149	Do.	9.25
120	Do.	9.30
121	Do.	9.35
125	Do.	9.45
129	Do.	9.55
130	Do.	10



Premises  
No. Quarter and Year. Time of Sale.

Date of Sale : Wednesday, June 26, 1907.

Layard's Broadway.

131B .. 3rd and 4th quarters, 1906 .. 7 A.M.  
132 .. Do. .. 7.5 "  
132A .. Do. .. 7.10 "  
134 .. 4th quarter, 1906 .. 7.15 "

De Was street.

3 .. 3rd and 4th quarters, 1906 .. 7.20 A.M.  
4 .. Do. .. 7.25 "  
5 .. Do. .. 7.30 "  
6 .. Do. .. 7.35 "  
7 .. Do. .. 7.40 "  
9 .. Do. .. 7.45 "  
10 .. Do. .. 7.50 "  
11 .. Do. .. 7.55 "  
12 .. Do. .. 8. "  
13 .. Do. .. 8.5 "  
14 .. Do. .. 8.10 "  
14A .. Do. .. 8.15 "  
15 .. Do. .. 8.20 "  
16, 16B, 16C .. Do. .. 8.25 "  
17 .. Do. .. 8.30 "  
18 .. Do. .. 8.35 "  
19 .. Do. .. 8.40 "  
20 .. Do. .. 8.45 "  
21 .. Do. .. 8.50 "  
22 .. Do. .. 8.55 "  
24 .. Do. .. 9 "

Malay street.

1, 2, 3 .. 3rd and 4th quarters, 1906 .. 7 A.M.  
4 .. Do. .. 7.5 "  
5 .. Do. .. 7.10 "  
7 .. Do. .. 7.15 "  
10 .. Do. .. 7.20 "  
11 .. Do. .. 7.25 "  
12 .. 4th quarter, 1906 .. 7.30 "  
14 .. 3rd and 4th quarters, 1906 .. 7.35 "  
15 .. 4th quarter, 1906 .. 7.40 "  
16 .. Do. .. 7.45 "  
19 .. Do. .. 7.50 "  
21 .. 3rd and 4th quarters, 1906 .. 7.55 "  
23 .. Do. .. 8 "  
24 .. Do. .. 8.5 "  
25 .. Do. .. 8.10 "  
26 .. Do. .. 8.15 "  
35 .. 4th quarter, 1906 .. 8.20 "  
40 .. Do. .. 8.30 "  
43 .. 3rd and 4th quarters, 1906 .. 8.35 "  
45-46 .. Do. .. 8.40 "  
45A .. Do. .. 8.45 "  
45B .. Do. .. 8.50 "  
45C .. Do. .. 8.55 "  
45D .. Do. .. 9 "  
45E .. Do. .. 9.5 "  
48 .. Do. .. 9.10 "  
49 .. Do. .. 9.15 "  
50 .. Do. .. 9.20 "  
51 .. Do. .. 9.25 "  
51A .. Do. .. 9.30 "  
59 .. Do. .. 9.35 "  
60 .. Do. .. 9.40 "  
61 .. Do. .. 9.45 "  
72 .. 4th quarter, 1906 .. 9.50 "  
73 .. Do. .. 9.55 "  
74 .. Do. .. 10 "

Date of Sale : Monday, June 10, 1907.

Church street.

1 .. 4th quarter, 1906 .. 7 A.M.  
5 .. 3rd and 4th quarters, 1906 .. 7.5 "  
6 .. Do. .. 7.10 "  
7 .. Do. .. 7.15 "  
8 .. Do. .. 7.20 "

Premises  
No. Quarter and Year. Time of Sale.

9 .. 3rd and 4th quarters, 1906 .. 9 A.M.  
10 .. Do. .. 7.30 "  
11 .. Do. .. 7.35 "  
13 .. Do. .. 7.40 "  
16 .. Do. .. 7.45 "  
17 .. 4th quarter, 1906 .. 7.50 "  
18 .. Do. .. 7.55 "  
18A .. Do. .. 8 "  
19 .. 3rd and 4th quarters, 1906 .. 8.5 "  
21 .. Do. .. 8.10 "  
22 .. Do. .. 8.15 "  
23 .. Do. .. 8.20 "  
24 .. Do. .. 8.25 "  
26 .. Do. .. 8.30 "  
26A .. Do. .. 8.35 "  
26B .. Do. .. 8.40 "  
28 .. 4th quarter, 1906 .. 8.45 "  
29 .. Do. .. 8.50 "  
30 .. Do. .. 8.55 "  
31 .. 3rd and 4th quarters, 1906 .. 9 "  
32 .. Do. .. 9.5 "  
34 .. Do. .. 9.10 "  
36 .. Do. .. 9.15 "  
40 .. Do. .. 9.20 "  
41 .. Do. .. 9.25 "  
50-51 .. Do. .. 9.30 "  
52 .. 4th quarter, 1906 .. 9.35 "  
53 .. Do. .. 9.40 "  
54 .. 3rd and 4th quarters, 1906 .. 9.45 "  
59 .. Do. .. 9.50 "  
63 .. 4th quarter, 1906 .. 9.55 "

Date of Sale : Tuesday, June 11, 1907.

Church street.

68 .. 3rd and 4th quarters, 1906 .. 7 A.M.  
73 .. Do. .. 7.20 "  
78 .. Do. .. 7.25 "

Station passage.

2 .. 3rd and 4th quarters, 1906 .. 7.30 A.M.  
4A .. Do. .. 7.35 "  
5 .. Do. .. 7.40 "  
8 .. Do. .. 7.45 "

Chapel lane.

1 .. 3rd and 4th quarters, 1906 .. 7.50 A.M.  
2 .. Do. .. 7.55 "  
6B .. 4th quarter, 1906 .. 8.10 "  
7 .. Do. .. 8.15 "

Mosque lane.

1 .. 4th quarter, 1906 .. 8.20 A.M.  
1A .. 3rd and 4th quarters, 1906 .. 8.25 "  
1B .. Do. .. 8.30 "  
1C .. Do. .. 8.35 "  
2-3 .. Do. .. 8.40 "  
4 .. Do. .. 8.45 "  
5-6 .. Do. .. 8.50 "

Ahamat lane.

2 .. 3rd and 4th quarters, 1906 .. 8.55 A.M.  
3 .. Do. .. 9 "  
5 .. 4th quarter, 1906 .. 9.5 "  
8 .. 3rd and 4th quarters, 1906 .. 9.10 "  
10 .. Do. .. 9.15 "

Stewart street.

10 .. 4th quarter, 1906 .. 9.20 A.M.  
12-15 .. Do. .. 9.25 "

Wekanda.

2 .. 3rd and 4th quarters, 1906 .. 9.30 A.M.  
3 .. Do. .. 9.35 "  
4 .. Do. .. 9.40 "

Premises No.	Quarter and Year.	Time of Sale.
5	3rd and 4th quarters, 1906	9.45 A.M.
7	Do.	9.50 "
8	Do.	9.55 "
10	Do.	10 "

Date of Sale: Wednesday, June 12, 1907.

Wekanda.

12	3rd and 4th quarters, 1906	7 A.M.
12A	Do.	7.5 "
13	Do.	7.10 "
14	Do.	7.15 "
15	Do.	7.20 "
16	Do.	7.25 "
16A	Do.	7.30 "
17	Do.	7.35 "
18	Do.	7.40 "
19	Do.	7.45 "
20	Do.	7.50 "
21	4th quarter, 1906	7.55 "
22	3rd and 4th quarters, 1906	8 "
24	Do.	8.5 "
24A	Do.	8.10 "
25	Do.	8.15 "

Bridge street.

1	3rd and 4th quarters, 1906	8.20 A.M.
2	Do.	8.25 "
4	Do.	8.30 "

Riffe street.

1	4th quarter, 1906	8.35 A.M.
2	Do.	8.40 "
12	3rd and 4th quarters, 1906	8.45 "
13	Do.	8.50 "

Kew street.

1	3rd and 4th quarters, 1906	8.55 A.M.
3	Do.	9 "
4	1st to 4th quarter, 1906	9.5 "
5	Do.	9.10 "
6	3rd and 4th quarters, 1906	9.15 "
7	Do.	9.20 "
8	Do.	9.25 "
9	Do.	9.30 "
10	Do.	9.35 "
19	Do.	9.40 "
20	Do.	9.45 "
24	Do.	9.50 "
24A	Do.	9.55 "
24B	4th quarter, 1906	10 "

Date of Sale: Thursday, June 13, 1907.

Kew Street.

24C	3rd and 4th quarters, 1906	7 A.M.
24D	Do.	7.5 "
24C/1	4th quarter, 1906	7.10 "
25	3rd and 4th quarters, 1906	7.15 "
26	Do.	7.20 "
30-31	Do.	7.30 "
34	Do.	7.35 "
35	Do.	7.40 "
36	4th quarter, 1906	7.45 "
38	Do.	7.50 "
40A	3rd and 4th quarters, 1906	7.55 "
41-42	Do.	8 "
43	Do.	8.5 "
44	Do.	8.10 "
48	Do.	8.15 "
48A	Do.	8.20 "

Glennie street.

3	3rd and 4th quarters, 1906	8.25 A.M.
8	Do.	8.30 "
9-10	4th quarter, 1906	8.35 "
12	3rd and 4th quarters, 1906	8.40 "

Premises No.	Quarter and Year.	Time of Sale.
13	4th quarter, 1906	8.45 "
14	Do.	8.50 "
15	Do.	8.55 "
23	3rd and 4th quarters, 1906	9.5 "
29	Do.	9.10 "

Leechman lane.

2	3rd and 4th quarters, 1906	9.20 A.M.
2A	Do.	9.25 "
3	Do.	9.30 "
4	Do.	9.35 "
4A	Do.	9.40 "
5	Do.	9.45 "
6	Do.	9.50 "
7A	Do.	9.55 "

Date of Sale: Friday, June 14, 1907.

Java lane.

1	3rd and 4th quarters, 1906	7.5 A.M.
2	Do.	7.10 "
3	Do.	7.15 "
6	Do.	7.20 "
7	Do.	7.25 "
8	Do.	7.30 "
9	Do.	7.35 "
10	Do.	7.40 "
11	Do.	7.45 "
13	Do.	7.50 "
14	Do.	7.55 "
16	4th quarter, 1906	8 "
19	3rd and 4th quarters, 1906	8.5 "
20	Do.	8.10 "
22	Do.	8.15 "
24	Do.	8.20 "
26	Do.	8.35 "
27	Do.	8.40 "
28	Do.	8.45 "

Church Yard lane.

3	4th quarter, 1906	8.55 A.M.
4	Do.	9.0 "
6	3rd and 4th quarters, 1906	9.5 "
7	Do.	9.10 "
9	Do.	9.15 "
11	4th quarter, 1906	9.20 "
12	3rd and 4th quarters, 1906	9.25 "
14	Do.	9.30 "
16	Do.	9.35 "
21	Do.	9.40 "
22	Do.	9.45 "
23	Do.	9.50 "
24	Do.	9.55 "

Date of Sale: Saturday, June 15, 1907.

Church Yard lane.

26	3rd and 4th quarters, 1906	7 A.M.
27-28	Do.	7.5 "
30A	4th quarter, 1906	7.10 "
31	3rd and 4th quarters, 1906	7.15 "
33	Do.	7.20 "
35	4th quarter, 1906	7.25 "
37	Do.	7.30 "

Ferry lane.

2	3rd and 4th quarters, 1906	7.40 A.M.
3	Do.	7.45 "
7	Do.	7.50 "
8	Do.	7.55 "
10	Do.	8.0 "

Ditch lane.

2	3rd and 4th quarters, 1906	8.10 A.M.
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Premises No.	Quarter and Year.	Time of Sale.
Vauxhall street.		
20	3rd and 4th quarters, 1906	8.15 A.M.
21	4th quarter, 1906	8.20 "
23	Do.	8.25 "
24	Do.	8.30 "
28	Do.	8.35 "
29	Do.	8.40 "
30-32	3rd and 4th quarters, 1906	8.45 "
33	Do.	8.50 "
34	Do.	8.55 "
35	Do.	9. 0 "
36A	Do.	9. 5 "
37	Do.	9.10 "
39	Do.	9.15 "
40	4th quarter, 1906	9.20 "
43	3rd and 4th quarters, 1906	9.25 "
44	Do.	9.30 "
45	4th quarter, 1906	9.35 "
46	Do.	9.40 "
Union place.		
3	3rd and 4th quarters, 1906	9.50 A.M.
4	Do.	9.55 "
7	4th quarter, 1906	10. "
Date of Sale : Monday, June 17, 1907.		
Union place.		
8	4th quarter, 1906	7 "
10	3rd and 4th quarters, 1906	7. 5 "
12	Do.	7.10 "
16	4th quarter, 1906	7.15 "
17	Do.	7.20 "
Ditch lane.		
3	3rd and 4th quarters, 1906	7.25 A.M.
4	Do.	7.30 "
8A	Do.	7.35 "
Goulding lane.		
1	3rd and 4th quarters, 1906	7.40 A.M.
1A	Do.	7.45 "
2	Do.	7.50 "
Wellon passage.		
1	3rd and 4th quarters, 1906	7.55 A.M.
4	Do.	8. 0 "
5	4th quarter, 1906	8. 5 "
Vauxhall street.		
6	3rd and 4th quarters, 1906	8.10 A.M.
6A	Do.	8.15 "
7	Do.	8.20 "
8	Do.	8.25 "
9	Do.	8.30 "
10	Do.	8.35 "
11	2nd quarter to 4th quarter, 1906	8.40 "
11A	3rd and 4th quarters, 1906	8.45 "
11B	Do.	8.50 "
12	Do.	8.55 "
13	Do.	9. "
13A	4th quarter, 1906	9. 5 "
14	Do.	9.10 "
14A	3rd and 4th quarters, 1906	9.15 "
14B	Do.	9.20 "
14C	Do.	9.25 "
15	Do.	9.30 "
16	Do.	9.35 "
17	4th quarter, 1906	9.40 "
18	Do.	9.45 "
Union place.		
18	3rd and 4th quarters, 1906	9.50 A.M.
21	Do.	9.55 "
22	Do.	10 "

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale : Tuesday, June 18, 1907.		
Union place.		
22	3rd and 4th quarters, 1906	7 A.M.
24	Do.	7. 5 "
25	4th quarter, 1906	7.10 "
26	3rd and 4th quarters, 1906	7.15 "
29	Do.	7.20 "
30	Do.	7.25 "
32	4th quarter, 1906	7.35 "
33	3rd and 4th quarters, 1906	7.40 "
34	Do.	7.45 "
36	Do.	7.50 "
37	Do.	7.55 "
38	Do.	8 "
38A	Do.	8. 5 "
39	4th quarter, 1906	8.10 "
53	3rd and 4th quarters, 1906	8.20 "
53A	Do.	8.25 "
55	Do.	8.30 "
55A	Do.	8.35 "
56	Do.	8.40 "
57	Do.	8.45 "
58	Do.	8.50 "
58A	Do.	8.55 "
59	Do.	9 "
64A	Do.	9. 5 "
64B	Do.	9.10 "
65	Do.	9.15 "
66-67	Do.	9.20 "
73	Do.	9.25 "
74	4th quarter, 1906	9.30 "
75	3rd and 4th quarters, 1906	9.35 "
Lillie street.		
1	1st to 4th quarter, 1906	9.40 A.M.
1A	3rd and 4th quarters, 1906	9.45 "
Park street.		
2A	4th quarter, 1906	9.50 A.M.
3	Do.	9.55 "
Date of Sale : Wednesday, June 19, 1907.		
Hyde Park Corner.		
2	3rd and 4th quarters, 1906	7 A.M.
3	Do.	7. 5 "
9	Do.	7.10 "
10	Do.	7.15 "
11	Do.	7.20 "
Alston place.		
1	4th quarter, 1906	7.25 A.M.
5	3rd and 4th quarters, 1906	7.30 "
5C	4th quarter, 1906	7.35 "
5D-5E	3rd and 4th quarters, 1906	7.40 "
5F	4th quarter, 1906	7.45 "
5H	3rd and 4th quarters, 1906	7.50 "
Hunupitiya.		
1A,1	4th quarter, 1906	7.55 A.M.
3	3rd and 4th quarters, 1906	8 "
4	4th quarter, 1906	8. 5 "
5	3rd and 4th quarters, 1906	8.10 "
6	4th quarter, 1906	8.15 "
8	3rd and 4th quarters, 1906	8.20 "
9	Do.	8.25 "
10	Do.	8.30 "
11A	Do.	8.35 "
12	Do.	8.40 "
12A	Do.	8.45 "
12B	Do.	8.50 "
12C	Do.	8.55 "
13	4th quarter, 1906	9 "
14	Do.	9. 5 "
16	3rd and 4th quarters, 1906	9.15 "
20	Do.	9.30 "

Premises No.	Quarter and Year.	Time of Sale.
Malay street.		
56	.. 4th quarter, 1906	.. 9.35 A.M.
Church street.		
35	.. 3rd and 4th quarters, 1906	.. 9.40 A.M.
76	.. 4th quarter, 1906	.. 9.45 "
Ferry lane.		
1	.. 4th quarter, 1906	.. 9.50 A.M.

Date of Sale: Monday, June 10, 1907.

Premises No.	Quarter and Year.	Time of Sale.
Bankshall street.		
1-2	.. 3rd and 4th quarters, 1906	.. 2 P.M.
10	.. Do.	.. 2.5 "
13	.. Do.	.. 2.10 "
14	.. Do.	.. 2.15 "
15	.. Do.	.. 2.20 "
16	.. Do.	.. 2.25 "
17	.. Do.	.. 2.30 "
18	.. Do.	.. 2.35 "
23	.. Do.	.. 2.40 "
29	.. Do.	.. 2.45 "
30	.. Do.	.. 2.50 "
36-38	.. Do.	.. 2.55 "
39	.. Do.	.. 3 "
40	.. Do.	.. 3.5 "
41	.. Do.	.. 3.10 "
44	.. Do.	.. 3.25 "
46	.. Do.	.. 3.30 "
47	.. Do.	.. 3.35 "
50A	.. Do.	.. 3.50 "
52	.. Do.	.. 4 "
59	.. Do.	.. 4.20 "
68	.. Do.	.. 4.25 "
78	.. Do.	.. 4.30 "
79	.. Do.	.. 4.35 "
80	.. Do.	.. 4.40 "
81	.. Do.	.. 4.45 "
82	.. Do.	.. 4.50 "
84	.. 4th quarter, 1906	.. 4.55 "
87	.. 3rd and 4th quarters, 1906	.. 5 "

Date of Sale: Tuesday, June 11, 1907.

Premises No.	Quarter and Year.	Time of Sale.
Bankshall street.		
88	.. 4th quarter, 1906	.. 2 P.M.
89	.. 3rd and 4th quarters, 1906	.. 2.5 "
93	.. Do.	.. 2.10 "
94	.. Do.	.. 2.15 "
95	.. Do.	.. 2.20 "
96	.. Do.	.. 2.25 "
97	.. Do.	.. 2.30 "
98	.. Do.	.. 2.35 "
99	.. Do.	.. 2.40 "
100	.. Do.	.. 2.45 "
101	.. Do.	.. 2.50 "
105	.. Do.	.. 3.10 "
106	.. Do.	.. 3.15 "
107	.. Do.	.. 3.20 "
117	.. Do.	.. 3.30 "
117A	.. Do.	.. 3.35 "
118	.. Do.	.. 3.40 "
125-126	.. Do.	.. 3.45 "
129	.. Do.	.. 3.55 "
130	.. Do.	.. 4.5 "
131	.. Do.	.. 4.10 "
135	.. Do.	.. 4.15 "
136	.. Do.	.. 4.25 "
		.. 4.30 "

Premises No.	Quarter and Year.	Time of Sale.
Main street.		
4	.. 3rd and 4th quarters, 1906	.. 4.35 P.M.
9	.. 4th quarter, 1906	.. 4.40 "
11	.. 3rd and 4th quarters, 1906	.. 4.45 "
12	.. Do.	.. 4.50 "
14	.. 4th quarter, 1906	.. 4.55 "
18	.. 3rd and 4th quarters, 1906	.. 5 "

Date of Sale: Wednesday, June 12, 1907.

Premises No.	Quarter and Year.	Time of Sale.
Main street.		
18A	.. 3rd and 4th quarters, 1906	.. 2 P.M.
29	.. Do.	.. 2.15 "
30	.. Do.	.. 2.20 "
36	.. 4th quarter, 1906	.. 2.25 "
37	.. 3rd and 4th quarters, 1906	.. 2.30 "
38	.. Do.	.. 2.35 "
39	.. Do.	.. 2.40 "
41	.. Do.	.. 2.45 "
43	.. Do.	.. 2.50 "
44	.. Do.	.. 2.55 "
45	.. Do.	.. 3 "
51	.. Do.	.. 3.5 "
51A	.. Do.	.. 3.10 "
52	.. Do.	.. 3.15 "
55	.. Do.	.. 3.20 "
56	.. Do.	.. 3.25 "
64	.. Do.	.. 3.35 "
67	.. Do.	.. 3.40 "
68	.. Do.	.. 3.45 "
70	.. Do.	.. 3.50 "
71	.. Do.	.. 3.55 "
78	.. Do.	.. 4.5 "
79	.. 4th quarter, 1906	.. 4.10 "
85 86	.. 3rd and 4th quarters, 1906	.. 4.25 "
87	.. 4th quarter, 1906	.. 4.30 "
93	.. Do.	.. 4.35 "
93A	.. Do.	.. 4.40 "
95 95A	.. Do.	.. 4.45 "
96 97	.. Do.	.. 4.50 "
98	.. Do.	.. 4.55 "
99	.. Do.	.. 5 "

Date of Sale: Thursday, June 13, 1907.

Premises No.	Quarter and Year.	Time of Sale.
Main street.		
99A	.. 4th quarter, 1906	.. 2 P.M.
104	.. Do.	.. 2.5 "
106	.. Do.	.. 2.10 "
107	.. Do.	.. 2.15 "
108	.. Do.	.. 2.20 "
109	.. Do.	.. 2.25 "
110	.. Do.	.. 2.30 "
111 112	.. Do.	.. 2.35 "
113	.. Do.	.. 2.40 "
114	.. Do.	.. 2.45 "
115	.. 3rd and 4th quarters, 1906	.. 2.50 "
Keyzer street.		
5	.. 3rd and 4th quarters, 1906	.. 2.55 P.M.
8	.. 4th quarter, 1906	.. 3 "
10	.. 3rd and 4th quarters, 1906	.. 3.5 "
11	.. Do.	.. 3.10 "
18	.. Do.	.. 3.15 "
18A	.. Do.	.. 3.20 "
19	.. Do.	.. 3.25 "
20	.. Do.	.. 3.30 "
21	.. Do.	.. 3.35 "
23	.. Do.	.. 3.40 "
23A	.. Do.	.. 3.45 "
29	.. Do.	.. 3.50 "
31	.. Do.	.. 3.55 "
32	.. Do.	.. 4 "
33	.. Do.	.. 4.5 "
33A	.. Do.	.. 4.10 "
36	.. Do.	.. 4.15 "
42	.. Do.	.. 4.20 "

Premises No.	Quarter and Year.	Time of Sale.
44	3rd and 4th quarters, 1906	4.25 P.M.
45	Do.	4.30 "
46	Do.	4.35 "
47	Do.	4.40 "
53	Do.	4.45 "
59	Do.	4.50 "
60	Do.	4.55 "
61	Do.	5 "

Date of Sale : Friday, June 14, 1907.

Keyzer street.

62	3rd and 4th quarters, 1906	2 P.M.
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Prince street.

1	3rd and 4th quarters, 1906	2.15 P.M.
1A	Do.	2.20 "
2	Do.	2.25 "
4	Do.	2.30 "
6	Do.	2.40 "
9	4th quarter, 1906	2.45 "
10	3rd and 4th quarters, 1906	2.50 "
12	Do.	2.55 "
22	3rd and 4th quarters, 1906	3. 5 "
28	Do.	3.10 "
30	Do.	3.20 "
31	Do.	3.25 "
33	Do.	3.30 "
36	Do.	3.35 "
37	Do.	3.40 "
38	Do.	3.45 "
40	4th quarter, 1906	3.50 "
46	3rd and 4th quarters, 1906	3.55 "
50	Do.	4 "
56	Do.	4. 5 "
57	Do.	4.10 "
58	Do.	4.15 "
59	Do.	4.20 "
60	Do.	4.25 "
62	3rd and 4th quarters, 1906	4.35 "
63	Do.	4.40 "
65	Do.	4.45 "
66	Do.	4.50 "
67-68	Do.	4.55 "

Maliban street.

3	3rd and 4th quarters, 1906	5 P.M.
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Date of Sale : Saturday, June 15, 1907.

Maliban street.

9	3rd and 4th quarters, 1906	2 P.M.
19	Do.	2. 5 "
24	Do.	2.10 "
26	Do.	2.15 "
27	Do.	2.20 "
30	Do.	2.25 "
31	Do.	2.30 "
33	Do.	2.35 "
42	Do.	2.40 "
45	Do.	2.45 "
50	Do.	2.50 "
52	Do.	2.55 "
56	Do.	3 "
63	Do.	3. 5 "
64	Do.	3.10 "
65	Do.	3.15 "
66	Do.	3.20 "
67	4th quarter, 1906	3.25 "
77	3rd and 4th quarters, 1906	3.30 "
80	Do.	3.35 "
84	Do.	3.40 "
85	Do.	3.45 "
86	Do.	3.50 "
91	Do.	3.55 "
92	Do.	4 "
93	Do.	4. 5 "

Norris road.

Premises No.	Quarter and Year.	Time of Sale.
8	3rd and 4th quarters, 1906	4.10 P.M.
11	Do.	4.15 "
12	Do.	4.20 "
13	Do.	4.25 "
15	Do.	4.30 "
16	Do.	4.35 "
21	Do.	4.45 "
24	Do.	4.50 "
26A	4th quarter, 1906	4.55 "
27	3rd and 4th quarters, 1906	5 "

Date of Sale : Monday, June 17, 1907.

Norris road.

32	3rd and 4th quarters, 1906	2 P.M.
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First lane.

1	3rd and 4th quarters, 1906	2.10 P.M.
2	Do.	2.15 "
3	Do.	2.20 "
6	Do.	2.25 "
7-8	Do.	2.30 "
9	Do.	2.35 "
13	Do.	2.40 "

Second lane.

2	3rd and 4th quarters, 1906	2.45 P.M.
3	Do.	2.50 "
4	Do.	2.55 "
9	Do.	3 "
10	Do.	3. 5 "
11	Do.	3.10 "
12	Do.	3.15 "
13	Do.	3.20 "
14	Do.	3.25 "
16	Do.	3.30 "
18	Do.	3.35 "
23	Do.	3.40 "
26	Do.	3.45 "

Mitcho's lane.

1	3rd and 4th quarters, 1906	3.50 P.M.
3	Do.	3.55 "
4	4th quarter, 1906	4 "
5	3rd and 4th quarters, 1906	4. 5 "
6	Do.	4.10 "
7	Do.	4.15 "
9	Do.	4.20 "
9A	Do.	4.25 "
10	Do.	4.30 "
11	Do.	4.35 "
12	Do.	4.40 "
13	Do.	4.45 "
14	Do.	4.50 "
15	4th quarter, 1906	4.55 "
21	3rd and 4th quarters, 1906	5 "

Date of Sale : Tuesday, June 18, 1907.

Mitcho's lane.

22	4th quarter, 1906	2 P.M.
23	Do.	2. 5 "

Caffers' lane.

11	3rd and 4th quarters, 1906	2.10 P.M.
11A	Do.	2.15 "
12	Do.	2.20 "

Front street.

2	3rd and 4th quarters, 1906	2.25 P.M.
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Caffers' lane

1	3rd and 4th quarters, 1906	2.30 P.M.
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Front street.		
Premises No.	Quarter and Year.	Time of Sale.
3	3rd and 4th quarters, 1906	2.35 P.M.
15	Do.	2.55 "
17	Do.	3 "
18	Do.	3. 5 "
19	Do.	3.10 "
20	Do.	3.15 "
21	Do.	3.20 "
22-23	Do.	3.25 "

1st Cross street.		
Premises No.	Quarter and Year.	Time of Sale.
5	3rd and 4th quarters, 1906	3.30 P.M.
6	Do.	3.35 "
7	Do.	3.40 "
8	Do.	3.45 "
15	4th quarter, 1906	3.50 "
16	Do.	3.55 "
19	Do.	4 "
25	Do.	4. 5 "
27	Do.	4.10 "
30	3rd and 4th quarters, 1906	4.20 "
31	Do.	4.25 "
37	Do.	4.30 "
38	Do.	4.35 "
39	Do.	4.40 "
40	4th quarter, 1906	4.45 "
56	3rd and 4th quarters, 1906	4.50 "
57	Do.	4.55 "
58	Do.	5 "

Date of Sale : Wednesday, June 19, 1907.

2nd Cross street.		
Premises No.	Quarter and Year.	Time of Sale.
1	3rd and 4th quarters, 1906	2 P.M.
2	Do.	2. 5 "
3	Do.	2.10 "
7	Do.	2.15 "
8	Do.	2.20 "
9	Do.	2.25 "
11	Do.	2.30 "
12	Do.	2.35 "
13	Do.	2.40 "
15	Do.	2.45 "
19	Do.	2.50 "
20	4th quarter, 1906	2.55 "
23	3rd and 4th quarters, 1906	3 "
31	Do.	3. 5 "
33	Do.	3.10 "
34	Do.	3.15 "
41	Do.	3.20 "
42	4th quarter, 1906	3.25 "
43	3rd and 4th quarters, 1906	3.30 "
61	Do.	3.35 "
64	4th quarter, 1906	3.40 "
66	3rd and 4th quarters, 1906	3.45 "
70-70A	Do.	3.50 "
73	4th quarter, 1906	3.55 "
78	Do.	4 "
79	Do.	4. 5 "
80	3rd and 4th quarters, 1906	4.10 "
81	4th quarter, 1906	4.15 "
88	3rd and 4th quarters, 1906	4.20 "
89	Do.	4.25 "
91	Do.	4.30 "

3rd Cross street.		
Premises No.	Quarter and Year.	Time of Sale.
1A	3rd and 4th quarters, 1906	4.40 P.M.
5	Do.	4.55 "
6	Do.	5 "

Date of Sale : Thursday, June 20, 1907.

3rd Cross street.		
Premises No.	Quarter and Year.	Time of Sale.
8-9	3rd and 4th quarters, 1906	2. 5 P.M.
18	Do.	2.10 "
19	Do.	2.15 "
20	Do.	2.20 "
1-22	4th quarter, 1906	2.25 "

Premises		
No.	Quarter and Year.	Time of Sale.
27	3rd and 4th quarters, 1906	2.30 P.M.
28	Do.	2.35 "
33	Do.	2.40 "
34	Do.	2.45 "
40	4th quarter, 1906	2.50 "
41	3rd and 4th quarters, 1906	2.55 "
42	Do.	3 "
42A	Do.	3. 5 "
45	Do.	3.10 "
48	Do.	3.15 "
54	Do.	3.35 "
55	Do.	3.40 "
56	Do.	3.45 "
57	Do.	3.50 "
58	4th quarter, 1906	3.55 "
59-60	3rd and 4th quarters, 1906	4 "
62-64	Do.	4.10 "
65	Do.	4.15 "
66	Do.	4.20 "
67	Do.	4.25 "
70	Do.	4.30 "

4th Cross street.		
No.	Quarter and Year.	Time of Sale.
8	3rd and 4th quarters, 1906	4.35 P.M.
12	Do.	4.40 "
40	Do.	4.50 "
41	Do.	4.55 "
42	Do.	5 "

Date of Sale : Friday, June 21, 1907.

4th Cross street.		
No.	Quarter and Year.	Time of Sale.
48	4th quarter, 1906	2 P.M.
52	3rd and 4th quarters, 1906	2. 5 "
63	Do.	2.10 "
80	4th quarter, 1906	2.15 "
81	3rd and 4th quarters, 1906	2.20 "
83	Do.	2.25 "
85	Do.	2.30 "
89	Do.	2.35 "
90	Do.	2.40 "
92	Do.	2.45 "
93	Do.	2.50 "
96	Do.	2.55 "
98	Do.	3 "
101	Do.	3. 5 "
102	Do.	3.10 "
104	Do.	3.15 "

**MUNICIPALITY OF COLOMBO.**

THE following is a list of properties seized for non-payment of arrears of consolidated rate, the sales of which have been postponed. Sales to commence at 7 A.M., each day.

The Municipal Office, R. R. DUNUWILLE, Secretary.  
Colombo, May 7, 1907.

**LIST.**

Premises.	No.	Original Date of Sale : April 19, 1907	Date postponed to.
Maligawatta	79		May 21, 19
Do.	80		do.
Do.	83		do.
Do.	85		do.
Do.	89		do.
Do.	91		do.
Do.	95		do.
Do.	97		do.
Do.	99		do.
Do.	100		do.
Dematagoda	204		do.
Do.	208		do.
Do.	212		do.
Do.	212A		do.
Arab place	11		do.

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.	Cassia.	Trunk Cinchona.	Branch Cinchona.	Cinchona Chips.	Coconuts.	Copra.	Coconut Oil.	Coconut Linnac.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Bbony.	Plumbago.	Coir Rope.	Coir Junk.	Coir Yarn.	Coir Fibre.	Rajun-wool.	Orchilla.	Kittil Fibre.	Leet Horns.	
<b>COLOMBO.</b>	1907	Calcutta ...			360	1322				81125		136		3800														
ss. Nadir ...	2-5	London ...			746741																							
ss. Chechire ...	2-5	Pacific Ports																										
ss. Yangtze ...	3-5	viz Singa-																										
		pore ...			69098																							
ss. Princes Alice...	3-5	Bremen ...			17687	533																						
ss. Staffordshire ...	3-5	London ...			847702	1528																						
ss. Anstraken ...	3-5	Marseilles ...			250																							
ss. Itaura ...	3-5	Mauritius ...			12500																							
ss. Glamorganshire	3-5	London, Ant-																										
		werp, and																										
ss. Roon ...	3-5	Hamburg ...			459833	115				64200	69	2103		17500†														
ss. Congella ...	3-5	Bremen ...			3754						4000	753	3402	10000†														
ss. Gisela ...	3-5	Cape Port...			57282																							
ss. Longsor ...	3-5	Calcutta ...			2963							135																
ss. Sotrudnik ...	3-5	Marseilles ...			130							209																
ss. Clan Campbell	3-5	Copenhagen ...			132195						10908																	
ss. Vinobona ...	3-5	London ...																										
ss. Navab ...	3-5	Trieste ...																										
ss. Laban ...	3-5	Calcutta ...																										
ss. Statesman ...	3-5	Melbourne ...				20																						
	4-6	London and			114579					229213																		
		Liverpool																										

\* And Chips 14,518 lb.

† And Chips 54,277 lb

‡ And Chips 53,760 lb.

§ Chips.

H. M. Customs,  
Colombo, May 6, 1907.

W. E. THORPE,  
for Principal Collector.

**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 Ginchona.	Branch Ginchona.	Ginchona Chips.	Coconuts.	Copra.	Coconut Oil.	Coconut Pounds.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Ebony.	Plumbago.	Cotr Kappe.	Cotr Junk.	Cotr Yarn.	Cotr Fibre.	Sapra-wool.	Oreghina.	Kina Fibre.	Deer Horns.	
<b>COLOMBO.</b>	1907																											
ss. Oriel	6-5	New York			15190 <sup>5</sup>							1001			1267248		10					220	1432					
ss. Tansen Maru	6-5	Bombay			5079 <sup>4</sup>	5											5957						45					
ss. Battenhall	6-5	Cape Ports			290								300			89600							305	493				
ss. Euelow	7-5	Bremen			1716																		150	684				
ss. Taunton	7-5	New York			405008	201										281376	1701						150	100				
ss. Koranna	8-5	Trieste			8004	106						3419			22441*								20					
ss. Vorwarts	8-5	London			106046	45									5000†								103					
ss. Prinz Heinrich	8-5	Sydney			520699	136							1002										150	100				
ss. Manila	8-5	London			417426																		20					
ss. Ormuz	8-5	Australia			224070	225																	353					
ss. Somali	8-5	London																										
ss. Kanakuru Maru	8-5	Singapore			5005																							
ss. Devanha	8-5	China			4612																							
ss. Alexander	8-5	China																										
ss. Wentzell	8-5	Vladivostok			199478																							
ss. Isla de Luzon	8-5	Manila			1600																							
ss. Malta	8-5	Bombay			6886																							
ss. Peru	8-5	Calcutta			6116																							
ss. Bayern	8-5	Yokohama				135																						
ss. Orotava	8-5	Australia			400																							
ss. Omrah	9-5	London			151816	167																						
<b>GALLE.</b>																												
ss. Clan Colquhoun	6-5	London										1197																
ss. Nowshera	10-5	Bombay										36																

\* And Chips 56,000 lb. † Chips.

**TO COLOMBO :-**

From Coconada	Bags 36,734
Calcutta	" 28,629
False Point	" 7,788
Tuticorin	" 7,328
Pooree	" 4,284
Penang	" 1,800
Negapatam	" 1,761
Adrampatam	" 1,664
Ammapatam	" 974
Bombay	" 125
Karikal	" 1,300
<b>Total</b>	<b>Bags 92,397</b>

**TO GALLE :-**

From Calcutta	3,098
Southern India	1,771
<b>Total</b>	<b>Bags 4,864</b>

H. M. Customs,  
Colombo, May 13, 1907.

W. E. THORPE,  
for Principal Collector.



THE under-mentioned packages being left at the Kochchikade Warehouse beyond the time allowed by law, notice is hereby given that, unless the same be cleared or bonded, they will be sold by public auction on Saturday, June 1, 1907, at 12 noon.

Report. No.	Date.	Vessel.	Whence.	Marks.	Number and Description of Goods.
1906.					
320	October 31 ..	ss. Nairung	.. Calcutta	.. S T A	1 bag grain
320	October 31 ..	do.	.. do.	.. Nil	2 bags rice
—	November 12 ..	ss. Landaura	.. Bombay	.. T S & Co.	1 case tin plates
—	November 14 ..	ss. Nawab	.. do.	.. Dj	1 bag grain
—	November 14 ..	do.	.. do.	.. K A M in a diamond	2 bags grain
494	December 7 ..	ss. Bhundara	.. do.	.. Nil	3 bags grain
568	December 17 ..	ss. Nadir	.. do.	.. Pj upon D F	1 bag dhall
568	December 17 ..	do.	.. do.	.. A R R M	1 bag rice
568	December 17 ..	do.	.. do.	.. A R S M	bag rice
574	December 19 ..	ss. Stolzenfels	.. Calcutta	.. Nil	7 bags rice
574	December 19 ..	do.	.. do.	.. Aj	3 bags rice
574	December 17 ..	do.	.. do.	.. G M in a diamond	1 bag rice
754	December 19 ..	do.	.. do.	.. Nil	5 bags grain
—	December 27 ..	ss. Sirsa	.. Bombay	.. Nil	1 bar iron
—	December 27 ..	do.	.. do.	.. R in a triangle, A B	2 bags castor cake manure
1907					
663	January 1 ..	ss. Fultala	.. Bombay	.. E G A in a diamond	2 bags rice
—	January 11 ..	ss. Nizam	.. do.	.. D S in a diamond	1 bag rice
170	January 28 ..	ss. Nurani	.. Calcutta	.. Nil	3 bags mixed sweeping

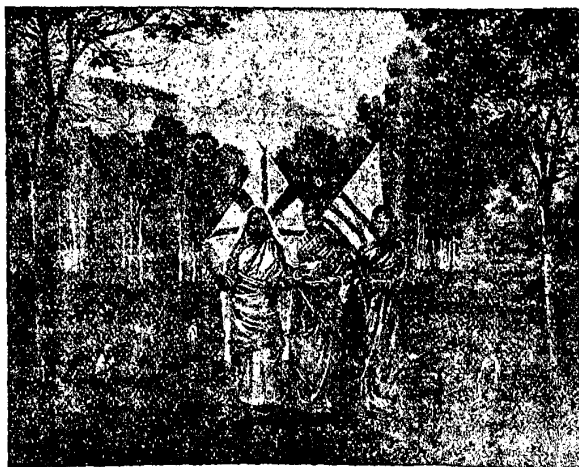
H. M. Customs,  
Colombo, May 14, 1907.

W. E. THORPE,  
for Principal Collector.

## TRADE MARKS NOTIFICATIONS.

(Continued from page 861.)

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906 and the Regulations made on June 1, 1906, notice is hereby given that Mr. E. E. Megget of Thornfield, Agrapatanas, has applied for the registration of the following Trade Mark in his name, in respect of Tea in Class 42 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the three draped figures holding Union Jack and American Flag on background of tea field.

Registrar-General's Office,  
Colombo, May 8, 1907.

N. W. MORGAPPAH,  
for Registrar-General