

Ceylon Government Gazette

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PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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UNOFFICIAL ANNOUNCEMENTS.

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

1. The name of the Company is "THE GONAGAMMA RUBBER COMPANY (CEYLON), LIMITED.
2. The registered office of the Company is to be established at 3, Kacceri road, Kandy.
3. The objects for which the Company is to be established are—
 - (a) To purchase from the proprietors thereof five hundred acres more or less of land in the Kelani Valley district of Ceylon and to purchase from Nama Pulle one hundred and twenty-five acres more or less of land planted with tea in the same district.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss Attorneys, Agents, Superintendents, Managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.

- (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, cocoanuts, tea, tapioca, coffee, cinchona, cacao, cardamoms, rhea, ramie, plants, trees, and other natural products in Ceylon or elsewhere.
- (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, cocoanut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
- (f) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
- (g) To hire, lease, or purchase land, either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
- (h) To lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, plumbago, minerals, tea, tapioca, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in rubber, cocoanuts, tea, tapioca, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandize, articles, and things of any kind whatever.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in the United Kingdom, India, Ceylon, the Federated Malay States, or elsewhere stores, shops, and places for the sale of rubber, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on, or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatever.
- (o) To cultivate, manage, and superintend estates and properties in the Federated Malay States or elsewhere, and generally to undertake the business of estate agents in 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.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.

- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in the Federated Malay States or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Three hundred thousand Rupees, divided into Three thousand shares of One hundred Rupees each, with power to increase or reduce the capital. In case the Company shall increase its capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association for the time being of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
1. G. C. BLISS, Atgalla, Gampola	One
2. D. J. BLYTH, Mariawatta, Gampola	One
3. ALEX. WARDROP, Yellangowry, Aranayake	One
Witness to the above signatures, this 15th day of December, 1905 : H. CREASY, Proctor, Supreme Court.	
4. H. E. WALKER, Wallaha, Lindula	One
Witness to H. E. WALKER's signature, 18th December, 1905 : F. PETER.	
5. A. M. CARMICHAEL, Stirling, Talawakele	One
Witness to signature of A. M. CARMICHAEL, 20th December, 1905 : N. TAMBY RAJAH, Clerk.	
6. CHARLES RYAN, St. Clair, Talawakele	One
Witness to signature of CHARLES RYAN, 22nd December, 1905 : SOLLAMUTTU, Hotel Servant.	
7. M. BOWLE EVANS, Nugawella, Ulapane	One
Witness to signature of M. BOWLE EVANS, 26th December, 1905 : C. PETER PERERA, House Servant.	

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

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

4. The original capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into three thousand shares of One hundred Rupees (Rs. 100) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and

in the aggregate as such resolution shall direct; and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

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

7. The Directors may in like manner, and with like sanction, reduce the capital of the Company.

SHARES.

8. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

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

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

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

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

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

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

14. Any one of the joint-holders of a share other than a firm may give effectual receipt for any dividends payable in respect of such share; but the Shareholder whose name stands first on the register, and no other, shall be entitled to the right of voting and of giving proxies and all other advantages conferred on a sole Shareholder.

15. 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.

16. 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 34 to become a Shareholder in respect of any share.

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

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

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

CALLS.

20. The Directors may from time to time make such calls as they think fit upon the Shareholders in respect of all moneys unpaid on their shares, and not by the conditions of allotment made payable

at fixed times provided that two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call ; and each Shareholder shall pay the amount of every call so made to the person and at the time and place appointed by the Directors.

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

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

23. 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.

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

TRANSFER OF SHARES.

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

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

27. 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.

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

29. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer, upon payment whereof the Directors, subject to the powers vested in them by Articles 28 and 30, shall register the transferee as a Shareholder and retain the instrument of transfer.

30. 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.

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

32. The Register of Transfers may be closed during the fourteen days immediately preceding each Ordinary General Meeting ; and when a dividend is declared, for the three next days ensuing the meeting ; also at such other times (if any) and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

TRANSMISSION OF SHARES.

33. 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.

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

35. If any person who shall become entitled to be registered in respect of any share under clause 33 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 net proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

36. 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.

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

38. The notice shall name a day (not being less than one month from the date of the notice) on, and a place or places at, which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited. If the requisition of such notice as aforesaid be not complied with, every organy share or shares in respect of which such notice has been given may at any time thereafter, before payment of calls or instalment, with interest and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

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

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

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

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

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

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

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

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

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

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

at fixed times provided that two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call ; and each Shareholder shall pay the amount of every call so made to the person and at the time and place appointed by the Directors.

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

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

23. 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.

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

TRANSFER OF SHARES.

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

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

27. 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.

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

29. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer, upon payment whereof the Directors, subject to the powers vested in them by Articles 28 and 30, shall register the transferee as a Shareholder and retain the instrument of transfer.

30. 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.

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

32. The Register of Transfers may be closed during the fourteen days immediately preceding each Ordinary General Meeting ; and when a dividend is declared, for the three next days ensuing the meeting ; also at such other times (if any) and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

TRANSMISSION OF SHARES.

33. 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.

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

35. If any person who shall become entitled to be registered in respect of any share under clause 33 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 net proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

36. 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.

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

38. The notice shall name a day (not being less than one month from the date of the notice) on, and a place or places at, which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited. If the requisition of such notice as aforesaid be not complied with, every share or shares in respect of which such notice has been given may at any time thereafter, before payment of calls or instalment, with interest and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

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

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

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

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

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

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

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

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

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

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

BORROWING POWERS.

48. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not without the sanction of a General Meeting exceed Two thousand pounds (£2,000) sterling.

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

50. For the purpose of securing the repayment of any such moneys so borrowed or raised, or for any other purposes, the Directors may grant, create, execute, and issue any mortgages, cash credits, debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, lands, property, rights, and assets of the Company, both present and future, including uncalled capital or unpaid calls, or may make, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage or issue any debentures they shall obtain the sanction of the Company thereto in General Meeting, whether Ordinary or Extraordinary.

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

63. No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or election of a Chairman, unless there shall be present or represented at the commencement of the business two or more Shareholders entitled to vote.

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

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

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

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

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

VOTING AT MEETINGS.

69. At any meeting every resolution shall be decided by the votes of the Shareholders present in person or by proxy, or by attorney, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some member present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

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

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

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

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

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

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

76. No Shareholder shall be entitled to vote at any meeting unless all calls due from him on his shares have been paid, and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote at any meeting held after the expiration of three months from the registration of the Company in respect of any share which he has acquired by transfer, unless he has been possessed of the share in respect of which he claims to vote at least three months previously to the time of holding the meeting at which he proposes to vote.

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

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

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

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

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

The Gonagama Rubber Company (Ceylon), Limited.

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

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

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

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

DIRECTORS.

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

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

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

84. The first Directors shall be Daniel Joseph Blyth, George Cecil Bliss, Clement Johnson, Charles Gregory Ryan, and Alexander Wardrop, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

At the first Ordinary General Meeting of the Company all the Directors shall retire from office, and at the first Ordinary General Meeting in every subsequent year two of the Directors for the time being shall retire from office as provided in clause 87.

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

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

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

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

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

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

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

94. A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by leaving the same at the registered office of the Company, or by tender-

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

98. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

99. The Directors shall have power to carry into effect the purchase of five hundred acres more or less of land in the Kelani Valley district of Ceylon, and to purchase from Nama Palle his estate consisting of one hundred and twenty-five acres more or less of good tea in the same district and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

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

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

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

112. The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such committee, either wholly or in part, and either as to persons or purposes, but every committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as may be prescribed

by the Board. All acts done by any such committee, in conformity with such regulations and in the fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

135. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and shall invest the same in such securities as they may with the sanction of the Company select, or shall place the same in fixed deposit in any bank or banks.

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

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

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

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

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

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

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

NOTICES.

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

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

145. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode, and any notice so served shall be deemed to be well served, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the

Directors, or to the Agent or Secretary or Agents or Secretaries of the Company, their own or some other address to which notices may be sent.

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Kandy, this 15th day of December, 1905.

G. C. BLISS.

D. J. BLYTH.

ALEX. WARDROP.

Witness to the above signatures, this 15th day of December, 1905.

H. CREASY,
Proctor, Supreme Court.

H. E. WALKER.

Witness to above signature, this 18th day of December, 1905:

F. PETER, Appu,

A. M. CARMICHAEL.

Witness to above signature, 18th December, 1905:

N. TAMBY RAJAH, Clerk.

CHARLES RYAN.

Witness to above signature, 22nd December, 1905:

SOLLAMUTTU, Hotel Servant

M. BOWLE EVANS.

Witness to above signature, 26th December, 1905:

C. PETER PERERA, House Servant.

MEMORANDUM OF ASSOCIATION OF "THE CENTRAL GROCERY AND WINE STORES, LIMITED."

1. The name of the Company is "THE CENTRAL GROCERY AND WINE STORES, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (a) To purchase and acquire as a going concern the business known as the Central Grocery and Wine Stores including the goodwill, stock-in-trade, fittings, implements, and appliances now forming part of the said stores, together with the goods that may arrive in execution of orders given by or for the Company the said stores, also all agreements, and engagements held by or for the said Company, and all debts due to the said Company.
 - (b) To carry on the said business of importers and dealers of beer, ale, porter, stout, wines, spirits, aerated waters, and liquors of every description, whether intoxicating or not, and of casks, bottles, and other receptacles for the same, and of malt, hops, grain, meal, yeast, and all other materials and things capable of being used in connection with the above, importers of and dealers in perfumery, soaps, toilet requisites, oilman stores, watches, clocks, lamps, plated-ware, boots, shoes, haberdashery, hats, chinaware, earthenware, glassware, cloth, and generally all description of fancy and general goods and any other goods which the Company may consider desirable to import or deal in, and to enlarge and extend the said business when and as the Directors of the Company may see fit, and to add to it any other departments which the Directors may consider desirable.
 - (c) To carry on the business of licensed victuallers, hotel, lodging house-keepers, caterers, and purveyors of refreshments and stores of every description.
 - (d) To carry on the business of fruiterers and green grocers, bacon factors and merchants, bakers, cheese mongers, corn and flour merchants, and in particular to buy, sell, manufacture, and deal in goods, stores, and consumable articles of all kinds, both wholesale and retail.
 - (e) To purchase, acquire, enlarge, extend, and carry on any other business or concern 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 property or rights of the Company.
 - (f) To establish in Ceylon branch establishments and agencies for carrying on or developing the business of the Company or any part thereof.
 - (g) To purchase, rent, or lease any building, and to alter, adapt, or improve, as their business may seem to the Company to require, any such building so acquired or leased.
 - (h) To raise money for all or any of the purposes of the Company in such manner as the Company may think fit, and in particular upon mortgage of any property of the Company, or upon bonds, bills, notes, or other security of the Company.
 - (i) To make, accept, endorse, and execute promissory notes and bills of exchange and other negotiable instruments.
 - (j) To sell, exchange, improve, manage, develop, lease, under lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Company.
 - (k) To do any of the foregoing things, and generally to carry on any business or effectuate any object of the Company.
 - (l) 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.
4. The liability of the Shareholders is limited.
5. The capital of the Company is Thirty thousand Rupees (Rs. 30,000), divided into Three hundred shares of One hundred Rupees (Rs. 100) each with power to increase or reduce the capital. In case the Company shall increase its capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association for the time being of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. M. DE SARAM, Horton Place, Colombo	One
Signed by the said F. M. DE SARAM in my presence at Colombo, this 14th day of December, 1905:	
D. J. ARSECULERATNE, Proctor, Supreme Court.	
B. FERNANDO, "D'Eyn Court," Colombo	One
Signed by the said B. FERNANDO in my presence at Colombo on the 18th December, 1905:	
D. J. ARSECULERATNE, Proctor, Supreme Court.	
J. W. CHAS. DE SOYSA, "Alfred House," Colombo	One
Signed by the said J. W. C. DE SOYSA at Colombo on the 20th December, 1905:	
D. J. ARSECULERATNE, Proctor, Supreme Court.	
R. J. V. DE S. WIJEYERATNE, "Redesdale," Grandpass, Colombo	One
J. L. C. PERERA, "Adrian Villa," Matacooly, Colombo	One
ALFRED WIJEYERATNE, Rawatawatta, Moratuwa	One
J. B. M. PEREIRA, Alverstone, Temple road, Maradana, Colombo	One
Signed by the said R. J. V. DE S. WIJEYERATNE, J. L. C. PERERA, ALFRED WIJEYERATNE, and J. B. M. PEREIRA at Colombo, this 20th day of December, 1905, in my presence:	
D. J. ARSECULERATNE, Proctor, Supreme Court.	

ARTICLES OF ASSOCIATION OF "THE CENTRAL GROCERY AND WINE STORES, LIMITED."

It is agreed as follows :—

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

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

INTERPRETATION.

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

Company.—The word "Company" means "Central Grocery and Wine Stores, 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," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

These presents.—"These presents" means and includes the Memorandum 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.

Shareholders.—"Shareholders" means Shareholders of the Company.

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

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

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 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.

Fortnight.—"Fortnight" means two weeks.

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.

PRELIMINARY.

The Company shall forthwith purchase and acquire the business known as the Central Grocery and Wine Stores now carried on at Pettah, Colombo, and shall pay for the same the cost price of the stock-in-trade, furniture, the amount of the book debts at the date of transfer to the Company (after allowing for bad and doubtful debts), and a reasonable amount for the goodwill, to be decided at the discretion of the Directors.

4. *Commencement of business.*—The Company may proceed to carry on business and to employ and apply its capital 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 in the judgment of the Directors when a sufficient number of shares shall have been subscribed or applied for.

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

CAPITAL.

6. *Increase or reduction of capital.*—The Company in General Meeting may, from time to time, increase the capital by creation of new shares of such amount as may be deemed expedient, or may reduce the capital.

7. *New shares.*—The new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof or any other General Meeting of the Company shall direct; and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of assets of the Company, and with a special or without any right to voting.

8. *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 a manner as the Directors may determine.

9. *Same as original capital.*—New shares created shall be considered part of the original capital, and shall be subject to the provisions herein contained with reference to the payments, transfer, and transmission, forfeiture, surrender, and otherwise.

10. *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.

11. *One of joint-holders other than a firm may give receipts; the joint-holders first named only 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 the Shareholder whose name stands first on the register, and no other, shall be entitled to the right of voting and of giving proxies, and all other advantages conferred on a sole Shareholder.

12. *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.

13. *The Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 26.*—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 26 to become a Shareholder in respect of any share.

14. *Certificates.*—The certificates of shares shall be issued under the seal of the Company, and signed by two Directors.

15. *How issued.*—Every Shareholder shall be entitled to one certificate for all the shares, or to several certificates, each for part of such shares. Every certificate shall certify the number of shares in respect of which it is issued.

16. *Renewal of certificate.*—If any certificate be worn out or lost, it may be renewed or replaced after due advertisement by the owner in the *Gazette* and local papers, and on proof of the fact to the satisfaction of the Directors, and on payment to the Company twenty rupees for every new certificate.

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

TRANSFER OF SHARES.

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

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

20. *Register of Transfers.*—The Company shall keep a book or books to be called "The Register of Transfers," in which entry shall be made of every transfer or transmission of any share.

21. *Transfer declined.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder to persons not approved by them.

22. *Not bound to state reasons.*—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 decision shall be absolute.

23. *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 transfer, and a fee of two rupees must be paid; and the Directors thereupon, subject to the powers vested in them in Articles 21 and 22, shall register the transferee as a Shareholder, and retain with the Directors the instrument of transfer.

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

24. *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 as transferee of any share in accordance with these Articles, and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but only, if at all, upon the transferee.

25. *Transfer Books when to be closed.*—The Transfer Books may be closed during the fourteen days immediately preceding each Ordinary Meeting, including the First General Meeting; also, when a dividend is declared, for the three next days ensuing the meeting.

TRANSMISSION OF SHARES.

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

27. *Registration of persons entitled to shares otherwise than by a 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 securing such evidence that he sustains the character in respect of which he proposes to act under this clause or of his title, as the Company thinks sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares, or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

28. *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 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, or lien on the shares so sold, shall be paid to the person entitled to.

SHARES, SURRENDER AND FORFEITURE.

29. *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 or Shareholders who may be desirous of retiring from the Company.

30. *Instalment on allotment be not paid, notice to be given to Shareholder.*—If any Shareholder fails to pay instalment due on allotment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the instalment remains unpaid, serve a notice on such Shareholder requiring him to pay the same.

Terms of notice.—The notice shall name a day (not being less than a fortnight from the date of the notice) and a place at which such instalment is 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 notice was issued 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 be declared forfeited by a resolution of the Board to that effect.

31. *Surrendered or forfeited shares to be the property of the Company and may be sold.*—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.

32. *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.

33. *Certificate of surrender or forfeiture.*—A certificate in writing under the hands of two of the Directors 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 receipts 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 to be the holder of such share.

34. *Borrowing powers.*—To borrow on behalf of the Company any sum or sums of money that Directors may deem expedient, and to give as security for the money so borrowed mortgages, or other securities, bonds, bills of exchanges, promissory notes, or such other securities they seem fit; provided the whole amount of money due in respect of loans at any one time does not exceed half the nominal capital of the Company.

MEETINGS.

35. *Ordinary General Meeting.*—An Ordinary General Meeting of the Company shall be held at least once a year after the incorporation and registration of the Company, and oftener whenever the Directors shall so determine.

The General Meeting shall take place as the Directors shall appoint, provided, nevertheless, that a General Meeting of the Company shall be held within six months after the date of the registration of the Company; but such General Meeting shall not (unless otherwise determined at such meeting) be considered to have been in lieu of that hereby appointed to be held in the first year after the incorporation of the Company.

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

37. *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 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.

38. *Seven day's 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, day, hour of meeting, and the objects and business of the meeting shall be given to the Shareholders entitled to be present at such meeting in manner hereinafter mentioned, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

39. *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 the objects and business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to elect Auditors retiring in rotation, and to fix the remuneration of the Auditors, and shall also be competent to enter upon, discuss any business which has been specially mentioned in the notice upon which the meeting was convened.

40. *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, and transact any business whatever, of which special mention shall not have been given in the notice upon which the meeting was convened.

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

42. *If quorum not present, meeting to be dissolved or adjourned; adjourned meeting to transact business.*—If on 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.

43. *Chairman of Directors or a Director to be the Chairman of General Meeting; in case of their absence or refusal a Shareholder may act.*—The Chairman 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 fifteen 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 the Chairman.

44. *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.

45. *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.

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

VOTING AT MEETINGS.

47. *Votes.*—At any meeting every resolution shall be decided by the votes of the Shareholders present in person or by proxy, and in case there shall be an equality of votes, the Chairman entitled to casting vote, in addition to the vote to which he may be entitled as a Shareholder; and unless a poll immediately demanded in writing by at least three members present and entitled to vote, or 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.

48. *Poll.*—If a poll be duly demanded the same shall be taken in such manner at such time or 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.

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

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

51. Every Shareholder shall have one vote for every share up to twenty, and an additional vote for every five shares beyond the first twenty up to one hundred, and an additional vote for every ten shares held by him beyond the first hundred.

52. *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.

53. *Voting by proxy or in person.*—Votes may be given either personally or by proxy. No person shall be appointed a proxy who is not a Shareholder of the Company.

54. *Proxy to be printed or in writing; when to be deposited.*—The instrument appointing a proxy shall be printed or written and signed by the appointor, and in case of a corporation, it shall be by its common seal. 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 holding the proxy proposes to vote.

55. *Form of Proxy.*—The instrument appointing a proxy to be in the following form:—

I, _____, of _____, appointed _____, 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) General Meeting of the Company to be held on the _____ day of _____, One thousand Nine hundred and _____, and at 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 _____.

56. *Objection to validity of votes to be made at the meeting or poll.*—At poll objection shall be made to the validity of any vote (whether given personally or by proxy), vote 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.

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

58. *Shareholder should be registered for three months previous to meeting before he can vote.*—Every Shareholder not disqualified by the preceding Articles, and who has been duly registered for three months previous to the General Meeting, shall be entitled to be present and to speak and vote at all meetings.

DIRECTORS.

59. *Directors.*—The number of Directors shall never be less than four nor more than six. Every Director shall hold not less than five shares. The remuneration of the Directors shall be determined by the Company in General Meeting.

60. *Appointment of first Directors and duration of office.*—The first Directors shall be J. W. C. de Soysa, H. B. Fernando, F. M. de Saram, J. B. M. Pereira, and R. J. V. de S. Wijeyeratne, who shall hold office till the first Ordinary Meeting of the Company, but shall be eligible for re-election.

Remuneration of Directors.—As remuneration for their services the Directors shall be entitled to receive out of the funds of the Company an annual sum of not exceeding One thousand Rupees as may be voted by the Shareholders in General Meeting; such remuneration shall be divided among the Directors as they may determine.

61. *Directors may appoint Managing Director or Directors; his or their remuneration.*—One or more of the Directors may be appointed by the Board to act as Managing Director or Directors on such terms as the Board may determine or fix by agreement, reserving to the Board the power to revoke such appointment. The Board may devolve powers, authorities, and discretions (not exceeding those vested in or exercisable by the Board by these presents, but including power to sub-delegate) upon the Managing Director or Directors.

62. *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.

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

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

65. *Two to retire annually.*—At the second Ordinary General Meeting and that held in every subsequent year two of the Directors shall retire from office as provided in clause.

66. *Retiring Directors how determined.*—The Directors to retire be determined by ballot in every subsequent year.

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

68. *Number of Directors how increased or reduced.*—The Directors subject to the approval of a General Meeting, may from time to time subsequent to the second Ordinary Meeting increase or reduce the number of Directors.

69. *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.

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

71. *When office of Directors 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 or Manager 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 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 rules shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of a firm, corporation, or company, 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, manager or solicitor, or by his being a member of a firm who are agents or solicitors of the Company nevertheless he shall not vote in respect of any contract work or business in which he may be personally interested.

72. *How Directors removed and successors appointed.*—The Company may, by 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.

73. *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 to any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his respective office, or in relation thereto, unless the same happen through his own act of default.

POWERS OF DIRECTORS.

74. The business of the Company shall be managed by Directors either by themselves or through the Managing Director or Directors in such manner as the Director shall determine; and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary or as otherwise, paid or incurred in and about the formation and the registration of the Company, and in connection with the placing of the shares of the Company.

75. 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, business accountants, and other officers, clerks, assistants, 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 regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made.

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

76. The Directors shall have power to open from time to time on behalf of the Company any account or accounts with such bank or banks as they may select or appoint, and also by such signature as they may appoint to draw, accept, make, endorse, and sign cheques, bills of exchange, promissory notes, bills of lading, receipts, contracts, and agreements, and other documents on behalf and for the purpose of the Company; also proxy or proxies to any proctor or proctors.

77. The Directors shall have power to make and 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, officers, clerks, and servants for such period or periods, and with such remunerations 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, clerks, or servants for such reasons as they may think proper and advisable and without assigning any cause.

78. The Directors shall also have power to appoint a Manager and to enter into agreements in connection therewith, also, to appoint a proctor or proctors, attorney or attorneys, and whatever other officer they may consider necessary to assist in carrying on the business of the Company, and from time to time to revoke such appointments. They shall from time to time determine as they shall see fit the duties of the Manager, and of the Managing Director and other officers, and may delegate to him or them 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 such Manager, Managing Director, and other officers. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any officer 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 the conditions under which they may be so used, and such limitations and conditions shall be an essential part of the powers so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers. The Directors shall also have power to bring or defend any action, suit, prosecution, or other legal proceedings in the name of the Company.

79. 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 Company or individual or individuals, or for the sale or disposal of the business, estate, and effects of the Company or any part thereof, respectively, to any company or person upon such terms and in such manner as the Directors shall think fit; and the Directors shall have power to do all such things as may be necessary to carry such amalgamation, sale, so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall thereupon be dissolved.

80. The Directors shall exercise in the name and on behalf of the Company all such powers of the Company as are not expressly required to be exercised by the Company in General Meeting.

PROCEEDINGS OF DIRECTORS.

81. *Meeting of Directors.*—A Director may at any time summon a meeting of Directors. The Directors may 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.

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

83. *Questions at meeting 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 Director.

84. *Board may appoint committees.*—The Board may delegate any of their powers to committees consisting of such number of members of their body as the Board think fit, and may from time to time revoke and discharge any such committee, either wholly or in part, and either as to person 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 such committee, in conformity with such regulations and in the fulfilment of the purposes of the appointment, but not otherwise shall have the like force and effect as if done by the Board.

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

86. *Regulations 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 expressed terms of the appointment of such committees respectively, or any regulation imposed by the Board.

87. *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.

88. *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, namely:—

- (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 proceedings of all General Meetings.
- (d) Of the proceedings of all meetings of the Directors under the committees appointed by the Board.

89. *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 be signed so shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular transactions or occurrences 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.

90. *When the business of the Company shall commence.*—The Directors may carry on the business of the Company no sooner they think fit, notwithstanding the whole capital may not have been subscribed for or taken.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of the said 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.
F. M. DE SARAM, Horton Place, Colombo ..	One
Signed by the said F. M. DE SARAM in my presence at Colombo, this 14th day of December, 1905:	
D. J. ARSECULERATNE, Proctor, Supreme Court	
B. FERNANDO, D'Eyn Court, Colombo ..	One
J. W. CHAS. DE SOYSA, Alfred House, Colombo ..	One
Signed by the said B. FERNANDO in my presence at Colombo on the 18th December, 1905:	
D. J. ARSECULERATNE, Proctor, Supreme Court.	
Signed by the said J. W. C. DE SOYSA at Colombo, on the 20th December, 1905:	
D. J. ARSECULERATNE, Proctor, Supreme Court.	
R. J. V. DE S. WIJEYERATNE, "Redesdale," Grandpass, Colombo ..	One
J. L. C. PERERA, "Adrian Villa," Matacooly, Colombo ..	One
ALFRED WIJEYERATNE, Rawatawatta, Moratuwa ..	One
J. B. M. PEREIRA, Alverstone, Temple Road, Marsdana, Colombo ..	One
Signed by the said R. J. V. DE S. WIJEYERATNE, J. L. C. PERERA, ALFRED WIJEYERATNE, and J. B. M. PEREIRA at Colombo, this 20th day of December, 1905, in my presence:	
D. J. ARSECULERATNE, Proctor, Supreme Court,	

Colombo, 20th day of December, 1905.

MEMORANDUM OF ASSOCIATION OF THE KUALA-SELANGOR RAMBONG RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE KUALA-SELANGOR RAMBONG RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To acquire the Riverside estate situated on the Selangor river, 6 miles from the town of Kuala-Selangor in the Federated Malay States.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any land or lands, or any share or shares thereof, and any buildings, mines, mineral properties and rights, machinery, implements, tools, live animals, effects, and other property, real or personal, movable or immovable, and any rights, easements, patents, licenses, or privileges in the Federated Malay States or elsewhere (including the benefit of any trade mark which may be thought necessary or convenient for the purpose of the Company) and to erect, construct, maintain, or alter any buildings, machinery, ways, or other works of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss Superintendents, Managers, clerks, coolies, and other labourers in the Federated Malay States or elsewhere, and to remunerate any such persons as shall be thought fit, and to grant pensions or gratuities to any children of any such persons.
 - (d) To clear, open, plant, cultivate, improve, and develop the said property and any other land or lands that may be purchased or acquired by the Company in the Federated Malay States or elsewhere, and to erect, construct, maintain, or alter any buildings, machinery, ways, or other works of communication, and to plant, grow, and cultivate any crops that may be approved by the Company, and to plant, grow, and cultivate any natural products in the Federated Malay States or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and erect any buildings, factories, cocoanut and coffee curing mills, and other works, and to erect, construct, maintain, improve, alter, and erect any erections, roads, tramways, or other works conducive to any of the objects of the Company, or to contribute to or subsidize such works.
 - (f) To enter into any arrangement or agreement with Government or any authority to obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land either with any other person, and to erect a factory and other buildings thereon, and to erect, construct, maintain, improve, alter, and erect any erections, roads, tramways, or other works conducive to any of the objects of the Company, or to contribute to or subsidize such works, or otherwise.

- (h) To lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in rubber, cocoanuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (n) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (o) To establish and maintain in the United Kingdom, Ceylon, the Federated Malay States, the Straits Settlements, or elsewhere stores, shops, and places for the sale of rubber, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatever.
- (p) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (q) To lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or property, or any part or parts thereof, whether in consideration of rents, money, annuities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same in any part thereof.
- (r) To borrow or receive on loan money for the purpose of the Company upon the security of any property, or credit bonds, or of hypothecation or mortgages of the Company's property in any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds to bearer or otherwise, whether charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (s) To issue 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 by its property or rights or any of the terms thereof to be renewed, extended, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to issue and re-borrow the moneys secured thereby, or any part or parts thereof.
- (t) To make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (u) To operate, amalgamate, or enter into partnership or any arrangement for the purpose of the profits of union of interests or any other arrangement with any person or company or to any of them, or capable of being conducted so as to benefit the Company or to any of them, or to subscribe for or otherwise acquire shares in any company in the name of the Company or otherwise and pay for in any manner or to receive any dividend or other interest in any such company, and to promote the business of any company.

- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the 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.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (where the word "Company" appears) the word "Company" includes companies or persons, and the word "person" any number of persons, and that the other clauses, unless otherwise specified in any paragraph are not to be limited or restricted by reference to any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Two hundred and Twenty-two thousand Two hundred and Fifty shares of One hundred Rupees each. In case the Company shall increase its capital by the issue of shares, such shares may be issued upon the terms specified in the Articles of Association for the time being in force.

We, the several persons whose names and addresses are subscribed hereunto in column first, do hereby certify that the persons whose names and addresses are subscribed in column second, are the persons who have formed

Names and Addresses of Subscribers.

V. A. JULIUS, Colombo	..	..
FRED. WM. BOIS, Colombo	..	..
H. G. BOIS, Colombo	..	..
E. M. SHATTOCK, Colombo	..	..
L. O. LEEFFE, Colombo	..	..
R. GORDON, Colombo	..	..
C. S. WILSON, Colombo	..	..

Witness to the above signatures this 25th day of January 1906.

Rupees, divided into Two thousand Two hundred and Fifty shares of One hundred Rupees each. In case the Company shall increase its capital by the issue of shares, such shares may be issued upon the terms specified in the Articles of Association for the time being in force.

ARTICLES OF ASSOCIATION OF THE KUALA-SELANGOR RAMBONG RUBBER COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

2. The
and apply its
shall think fit
as soon as, if
or applied to

3.
of the

shall proceed to carry out the objects for which it is established, and to employ after the registration of the Company as the Directors in their discretion whole of the shares shall not have been subscribed, applied for, or allotted of the Directors, a sufficient number of shares shall have been subscribed

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

CAPITAL.

The capital of the Company is Two hundred and Twenty-five thousand Rupees divided into two thousand Two hundred and Fifty shares of One hundred Rupees

and may be increased with the sanction of a special resolution of the Company in General Meeting by the creation of new shares of such amounts per share and the Directors shall direct; and they shall have power to add to such new shares which may be considered expedient.

Unless otherwise provided by the conditions of issue or by these presents, any shares shall be considered part of the original capital, and shall be subject to the same respects with reference to the payments of allotment money, calls, interest, forfeiture, lien, surrender, and otherwise, as if it had formed

7. The Directors may in like manner, and with like sanction, reduce the capital of the Company.

SHARES.

8. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

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

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

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

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

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

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

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

15. Any one of the joint-holders of a share other than a firm may give receipts for any dividends payable in respect of such share, but the Shareholder whose name stands first on the register, and no other, shall be entitled to the right of voting and of giving proxies and all other advantages conferred on a sole Shareholder.

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

33. The Register of Transfers may be closed during the four days immediately preceding each Ordinary General Meeting; and when a dividend is declared, for the three next days ensuing the meeting; also at such other times (if any) and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

TRANSMISSION OF SHARES.

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

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

36. If any person who shall become entitled to be registered in respect of any share under clause 34 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.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BORROWING POWERS.

48. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or

plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not without the sanction of a General Meeting exceed Two thousand pounds (£2,000) sterling.

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

63. No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or election of a Chairman, unless there shall be present or represented at the commencement of the business two or more Shareholders entitled to vote.

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

65. The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; or if there be no Chairman, or if at any meeting he shall

not be present at the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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

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

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

VOTING AT MEETINGS.

69. At any meeting every resolution shall be decided by the votes of the Shareholders present in person or by proxy, or by attorney, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some member present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

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

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

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

73. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him up to ten, and an additional vote for every ten shares beyond the first ten up to one hundred, and an additional vote for every twenty-five shares held by him beyond the first hundred.

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

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

76. No Shareholder shall be entitled to vote at any meeting unless all calls due from him on his shares have been paid, and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote at any meeting held after the expiration of three months from the registration of the Company in respect of any share which he has acquired by transfer, unless he has been possessed of the share in respect of which he claims to vote at least three months previously to the time of holding the meeting at which he proposes to vote.

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

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

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

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

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

The Kuala-Selangor Rambony Rubber Company Limited.

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

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

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

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

DIRECTORS.

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

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

As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Rs. 1,500 annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

84. The first Directors shall be F. W. Bois, V. A. Julius, E. M. Shattock, W. Walsh, and N. Walsh, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

86. At the first Ordinary General Meeting of the Company all the Directors shall retire from office, and at the first Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 87.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

98. The office of the Director shall be vacated:—

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

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

POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

135. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and shall invest the same in such securities as they may with the sanction of the Company select, or shall place the same in fixed deposit in any bank or banks.

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

put into a post office or post box, and the entry in the Company's books of the leaving or sending by post of any notice at or to such address shall be sufficient evidence thereof, and no further evidence shall be necessary.

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this Third day of January, 1906.

V. A. JULIUS.
FRED. WM. BOIS.
H. G. BOIS.
E. M. SHATTOCK.
L. O. LEEFFE.
R. GORDON.
C. S. WILSON.

Witness to the above signatures :

E. R. WILLIAMS,
Solicitor, Colombo

MEMORANDUM OF ASSOCIATION OF THE HATTON HOTEL SYNDICATE, LIMITED.

1. THE name of the Company is "THE HATTON HOTEL SYNDICATE, LIMITED."
2. The registered office of the Company is to be established in Colombo, Ceylon.
3. The objects for which the Company is established are—

(1) To purchase and acquire the Adam's Peak Hotel, situate in Hatton, and the site on which it is built, and the land, leasehold property, premises, buildings, fixtures, furniture, plate, glassware, crockery, china, lamps, and kitchen and other utensils, and all rights, easements, and appurtenances belonging thereto, and the hotel business and good will, with receipts and expenditure as from the 30th day of November, 1905.

(2) To adopt and carry into effect the conditions of sale and memorandum of agreement, dated the 30th day of November, 1905, No. 106, attested by F. Liesching, Notary Public, Hatton, whereby Andrew John Pearson (on behalf of this Company) agreed to purchase the said Adam's Peak Hotel, hotel property and premises, for the price therein stated and subject to his making the payments therein particularized.

(3) To forthwith borrow and receive a sum not exceeding Thirty-five thousand rupees, and to mortgage and hypothecate the Adam's Peak Hotel, hotel buildings, land and premises, to be purchased and acquired as aforesaid, as security for the repayment of the sum so borrowed with interest thereon.

(4) To establish and manage a hotel or hotels in Hatton, or elsewhere in Ceylon, and to purchase, acquire, enlarge, extend, and carry on any existing business or concern in Ceylon of a like character.

(5) To carry on the business of hotel or restaurant keepers, livery stable keepers, and wine and spirit merchants, or any of them, and to import, purchase, sell or retail wines, spirits, stores, goods, tobacco, and other articles.

(6) To purchase or hire and employ horses, carriages, conveyances, motors, motor cars, carts, bulls, boats, or other means of conveyance for the use of customers or others.

(7) To purchase, take on lease, or in exchange, hire or otherwise acquire, erect, construct, alter, adapt, improve, hold, sell, mortgage, or let any ground, land, or buildings in Ceylon, with all approaches, privileges, or appurtenances thereto belonging, or any interest therein.

(8) To engage, employ, maintain, and dismiss managers, assistants, clerks, and other servants; 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.

(9) 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.

(10) To lend money on any terms, and in any manner and on any security. And 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.

(11) To borrow or raise money for all or any of the purposes of the Company, in such a manner as the Company may think fit, and in particular upon mortgage of any property of the Company, or by the issue of debentures or debenture stock, charging all or any of the Company's property, both present and future, including uncalled capital, or upon the bonds, bills, notes, or other security of the Company.

To receive money on deposit at interest or otherwise.

For the purpose of raising or securing money or the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, or irredeemable, or perpetual—secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital, or the unpaid calls of the Company.

(12) 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.

(13) To make, accept, endorse, execute, and issue promissory notes, bills of exchange, and other negotiable or transferable instruments.

(14) 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 business, undertakings, property and rights of the Company, for such consideration as the Company may think fit, and in particular in consideration of rents, moneys, or securities for money, shares, debentures, or securities of any other company or companies, having objects altogether or in part, similar to those of this Company.

(15) To acquire by purchase for money, shares, bonds, or otherwise, and undertake all, or any part of the business, property, assets and liabilities of any person or persons, company or companies carrying on any business in Ceylon or elsewhere, which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.

(16) 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.

(17) 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.

(18) 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.

(19) To accept as consideration for the sale or disposal of the whole or any part of the business or undertaking, or of the lands, or real or personal, immovable or movable, estate or property or of the assets of this Company, or in discharge of any other consideration to be received by this Company, money or shares whether fully paid up, or partly paid up) of any other company or companies, or the debentures, or debenture stock, or obligations of any company or companies, or person or partly one and partly any other or others.

(20) 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.

(21) To do all such other things as shall or may be deemed by the Company necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into Two thousand shares of Fifty Rupees (Rs. 50) each.

The capital of the Company may (subject as hereinafter provided) be increased or reduced in manner specified in the Articles of Association or by law provided. And the shares forming the capital (original, increased, or reduced) of the Company may be 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, Colombo	One
MOUNSTEVEN BREMER, Colombo	One
THOMAS BOYD CAMPBELL, Colombo	One
EDWARD BECKET CREASY, Jr., Colombo	One
WILLIAM CHURCH BRODIE, Colombo	One
HENRY PITMAN CHURCH, Colombo	One
ANDREW JOHN PEARSON, Colombo	One

Witness to the above signatures at Colombo, this 12th day of
January, 1906:

F. LIESCHING,
Proctor, Supreme Court.

ARTICLES OF ASSOCIATION OF THE HATTON HOTEL SYNDICATE, 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.

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

INTERPRETATION.

2. *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 Hatton Hotel Syndicate, 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.

3. The Company shall forthwith—

(a) Purchase and acquire the Adam’s Peak Hotel, situate in Hatton, and the site on which it is built, and the land, leasehold property, premises, buildings, fixtures, furniture, plate, glassware, crockery, china, lamps, and kitchen and other utensils, and all rights, easements, and appurtenances belonging thereto, and the hotel business and good will, with receipts and expenditure as from the 30th day of November, 1905.

(b) Adopt and carry into effect the conditions of sale and Memorandum of agreement, dated the 30th day of November, 1905, No. 106, attested by F. Liesching, Notary Public, Hatton, whereby Andrew John Pearson (on behalf of this Company) agreed to purchase the said Adam’s Peak Hotel, hotel property, and premises for the price therein stated, and subject to his making the payments therein particularized. And make the payments thereby agreed to be made by him: and repay to him any sum or sums of money he may have paid or advanced in respect thereof, and in connection with the said hotel, and the carrying on of business thereof, and taking over the hotel stock or any part thereof, and otherwise paid or advanced on the Company’s account.

(c) Borrow and raise a sum or sums not exceeding Thirty-five thousand rupees, at a rate of interest not exceeding eight per cent. per annum; and execute a mortgage or mortgages of the said hotel, hotel site, buildings, land, property, movables, and other the premises purchased and acquired as aforesaid, to secure the repayment of the sum or sums so raised and borrowed and the payments of interest thereon.

4. *Commencement of business.*—The Company shall 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.

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

CAPITAL.

6. *The capital.*—The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into Two thousand shares of Fifty Rupees (Rs. 50) each. The original issue will be Thirty thousand Rupees.

INCREASE OF CAPITAL.

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

REDUCTION OF CAPITAL.

8. *Reduction of capital.*—The Company may from time to time, by special resolution, and with the sanction of Court, reduce its capital. And may consolidate or subdivide any of its shares which have not been taken or agreed to be taken by any person.

Paid up capital may be returned upon the footing that the amount may be called up again or otherwise.

ORIGINAL SHARES.

9. *Control.*—The shares, except when otherwise provided, shall be under the control of the Directors, who may allot, or otherwise dispose of, the same to such persons, and on such terms and conditions, as the Directors think fit.

10. *Unissued shares.*—The Directors 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 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 (subject as aforesaid) allot any unissued shares in payment of any movable or immovable property acquired by the Company, or any consideration to be paid or given by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

NEW SHARES.

11. *Terms and conditions.*—New shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct, and if no direction shall be given as the Directors shall determine; and in particular such shares may be issued with a preferential, or qualified, right to dividends, and to ranking in the distribution of the assets of the Company, and with a special, or without any, right of voting, or with any 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.

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

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

14. *Issue.*—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. *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.

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

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

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 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 of survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

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

23. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 39.*—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 39 to become a Shareholder in respect of any share.

24. *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.

25. *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.

26. *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.

27. *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 SHARE

28. *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.

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

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

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

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

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

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

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

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

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

38. *Transfer Books when to be closed.*—The Transfer Books 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 twenty-one days in any one year.

TRANSMISSION OF SHARES.

39. *Title to shares of deceased Shareholder.*—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.

40. *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 thinks 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.

41. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 40 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell 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).

42. *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.

43. *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 of 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.

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.

44. *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.

45. *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.

46. *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.

47. *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 44 hereof, shall be redeemable after sale or disposal.

48. *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.

49. *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 day's notice shall be allowed him.

Proceeds how applied.—The nett proceeds of any such sale as aforesaid under the provisions of Articles 44 and 48 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.

50. *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 49 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

51. *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.

52. *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.

53. *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.

54. *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.

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

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.

56. *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.

57. *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.

58. *Power to borrow.*—The Directors shall have power to procure at any time and from time to time in the usual course of business, such temporary advances as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's business, or of erecting, maintaining, improving, or extending the hotel buildings, or property, or for any other purposes of the Company. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company. Provided that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Ten thousand Rupees (Rs. 10,000), over and above the amount borrowed, and secured by mortgage, as provided by article 3 (c), unless it shall be borrowed and raised for the purpose of paying off the loan or loans so secured, or any part or parts thereof; in which case they shall have power to borrow or raise an amount or amounts, equal to the amount or amounts so to be paid off.

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 borrowed or raised, as authorized by these Articles, 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.

59. *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.

60. *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.

61. *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.

62. *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.

63. *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 to 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.

64. *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.

65. *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.

66. *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.

67. *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.

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

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

70. *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.

71. *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.

72. *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.

73. *Minutes of General Meeting.*—Minutes of the proceedings of every General Meeting, whether Ordinary or Extraordinary, shall be entered in a book to be kept for that purpose, and shall when so entered be

signed as soon as practicable by the Chairman of the same meeting, or by the Chairman of the succeeding meeting, and the same when so entered and signed shall be evidence of all such proceedings and of the proper election of the Chairman.

VOTING AT MEETINGS.

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

75. *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.

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

77. *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.

78. *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 twenty. He shall have an additional vote for every five shares held by him beyond the first twenty 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.

79. *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.

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

81. *Non-Shareholder not to be appointed proxy, but may vote as attorney.*—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.

82. *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.

83. *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.

84. *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.

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

The Hatton Hotel Syndicate, 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 _____.

86. *Objections 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.

87. *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.

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

89. *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 Five hundred Rupees (Rs. 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 Five hundred Rupees (Rs. 1,500) annually, to be divided between them in such manner as they may determine; but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

90. *Appointment of first Directors and duration of their office.*—The first Directors shall be William Stephen Tudor Saunders of Colombo, James Philip Ryan of Talawakele, and Andrew John Pearson of Colombo, who shall hold office till the First Ordinary General Meeting, when they shall all retire, but shall be eligible for re-election.

91. *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.

92. *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.

93. *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.

94. *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.

95. *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 96.

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

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

98. *Decision of question as to retirements.*—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.

99. *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.

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

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

102. *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.

103. *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.

104. *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.

105. *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.

106. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company, to be appointed by the Directors 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, or to be paid or incurred, in and about the formation, registration, and incorporation of the Company, and in and about the execution of the aforementioned conditions of sale and Memorandum of agreement dated 30th November, 1905, and in and about the purchase, lease, and acquisition of the said Adam's Peak Hotel, hotel buildings, land, property, and premises, and the transfer and assignment thereof to the Company, and otherwise in or about the working and business of the Company, and the development thereof, since the 30th November, 1905.

107. The Directors shall have power to make, and may make such rules or regulations for the management of the business of the Company in such manner as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, inspectors, assistants, clerks, 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, officers, inspectors, assistants, clerks, or servants of the Company, for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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

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

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

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

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

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

- (1) To take such steps as they think fit to carry into effect the purchase and acquisition of the said Adam's Peak Hotel, hotel buildings, land, property, and premises, subject to the terms contained in the aforementioned conditions of sale and the Memorandum of agreement, and to carry out the terms thereof.
- (2) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (3) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.

- (4) To make and give receipts, releases, and other discharges, for money payable to the Company, and for claims and demands of the Company.
- (5) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (6) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (7) From time to time, to provide for the management of the affairs of the Company abroad in such manner as they think fit, and may establish any local boards or agencies for managing any of the affairs of the Company abroad, and may appoint any persons to be members of such local board, or any managers or agents, and may fix their remuneration.
- (8) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or Company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and 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.

113. *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.

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

115. *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.

116. *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.

117. *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.

118. *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 that the same be done before the discovery of the defect.

119. *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.

120. *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.

121. *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.

122. *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.

123. *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.

124. *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 manner at the registered office of the Company as the Directors think fit.

125. *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.

126. *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.

127. *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.

128. *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.

129. *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 shall be payable except out of nett profits.

130. *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.

131. *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.

132. *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.

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

134. *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.

135. *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.

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

137. *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.

138. *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.

139. *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.

140. *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.

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

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

143. *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.

144. *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.

145. *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.

146. *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.

147. *Notice 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.

148. *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.

149. *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.

150. *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.

151. *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.

152. *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.

153. *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.

154. *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 of a dissolution, or at any other time when a sale of the Company's property or effects, or any part thereof, shall be made by the Directors under the powers hereby or under the Ordinance conferred upon them.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this 12th day of January, One thousand Nine hundred and Six.

STANLEY BOIS.

MOUNSTEVEN BREMER.

THOMAS BOYD CAMPBELL.

EDWARD BECKETT CREASY, Jr.

WILLIAM CHURCH BRODIE.

HENRY PITMAN CHURCH.

ANDREW JOHN PEARSON.

Witness to the above signatures:

F. LIESCHING,
Proctor, Supreme Court.

The Ella Tea Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Company will be held at the registered office, No. 6, Prince street, Fort, Colombo, at 11 o'clock A.M., on Saturday, the 17th February, 1906.

To consider and if approved to pass the following special resolution:—

“That the Articles of Association of the Company be amended by the addition thereto of the following clause:

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

By order of the Board of Directors.

J. M. ROBERTSON & Co.,
Agents and Secretaries.

Colombo, January 23, 1906.

**Kurunegala Estates Company of Ceylon, Limited
(In Liquidation).**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held on Saturday, 3rd February, 1906, at 12.30 P.M., at the office of the Liquidator, No. 18, Chatham street, Colombo, for the following purposes:—

- (a) Considering several matters affecting the accounts of the liquidation and the distribution of assets, and passing resolutions relating thereto.
- (b) Voting the Liquidator's remuneration.
- (c) Transacting any other business which may be duly brought before the Meeting.

H. P. CHURCH,
Liquidator.

Colombo, January 23, 1906.

**Udugama Tea and Timber Company, Limited
(In Liquidation).**

NOTICE is hereby given that a General Meeting of the Shareholders of the above Company will be held at No. 57, Pedlar street, Galle, on Tuesday, 6th March, 1906, at 3 P.M., for the purpose of receiving the Liquidator's accounts and appointing an Auditor.

CHAS. P. HAYLEY,
Liquidator.

Galle, January 22, 1906.

The Upper Maskeliya Estates Company, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Monday, the 12th day of February, 1906, at 12 noon.

Business.

To receive the report of the Directors and accounts for the past year.

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

Notice is hereby given that the Transfer Books of the Company will be closed from 5th February to 12th February, 1906, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Agents and Secretaries.

Colombo, January 24, 1906.

Knavesmire Estates Company, Limited.

NOTICE is hereby given that the Tenth Ordinary General Meeting of the Shareholders of the Company will be held at 1.30 P.M. on Monday, the 12th February, 1906, at the registered office of the Company, No. 14, Queen street, Colombo.

Business.

To receive the report of the Directors and statement of accounts to the 31st December, 1905.

To declare a dividend, elect a Director, appoint an Auditor, and to transact any other business that may be brought before the meeting.

The Transfer Books of the Company will be closed from the 29th instant to the 12th proximo.

By order of the Directors,

GEORGE STEUART & Co.,
Agents and Secretaries.

Colombo, January 25, 1906.

The Ruanwella Tea Company, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Monday, the 12th day of February, 1906, at 1 P.M.

Business.

To receive the report of the Directors and accounts for the past year.

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

Notice is hereby given that the Transfer Books of the Company will be closed from 5th February to 12th February, 1906, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Agents and Secretaries.

Colombo, January 24, 1906.

The Maha Uva Estate Company, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Monday, the 12th day of February, 1906, at 12.30 P.M.

Business.

To receive the report of the Directors and accounts for the past year.

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

Notice is hereby given that the Transfer Books of the Company will be closed from 5th February to 12th February, 1906, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Agents and Secretaries.

Colombo, January 24, 1906.

The Ceylon Provincial Estates Company, Limited.

NOTICE is hereby given that the Eleventh Ordinary General Meeting of the Shareholders of the Company will be held at 1 P.M. on Monday, the 12th February, 1906, at the registered office of the Company, No. 14, Queen street, Colombo.

Business.

To receive the report of the Directors and statement of accounts to 31st December, 1905.

To declare a dividend, elect a Director, appoint an Auditor, and to transact any other business that may be brought before the meeting.

The Transfer Books of the Company will be closed from the 29th instant to the 12th proximo.

By order of the Directors,

GEORGE STEUART & Co.,
Agents and Secretaries.

Colombo, January 25, 1906.

The Castlereagh Tea Company of Ceylon, Limited.

NOTICE is hereby given that the Ordinary General Meeting of the Company will be held at the Offices of the Company, San Sebastian, Colombo, on Monday, 12th February, 1906, at 11 o'clock A.M.

1. To receive the report of the Directors and accounts to 31st December, 1905.

2. To declare a dividend.

3. To elect a Director and Auditor.

The Transfer Books of the Company will be closed from February 1st to 14th, inclusive.

By order of the Directors,

THE EASTERN PRODUCE AND ESTATES CO.,
LIMITED,
Agents and Secretaries.

Colombo, January 25, 1906.

I ROBERT EZEKIEL BLAZÉ, of The Lodge, Badulla, Proctor of the District Court of Badulla, do hereby give notice that I intend, six weeks hence, to apply to the Hon. the Supreme Court of Ceylon to be admitted and enrolled a Proctor of the said Court.

ROBERT E. BLAZÉ.

Badulla, January 19, 1906.

I ALBERT VICTOR VAN LANGENBERG of Gampola, Proctor of the District Court of Kandy, hereby give notice that six weeks hence I shall apply to the Hon. the Judges of the Supreme Court to be admitted and enrolled a Proctor of the said Court.

A. V. VAN LANGENBERG.

Gampola, January 23, 1906.

I EDWARD CYRIL LAMBERT SPROULE of Gampola, Proctor of the District Court of Kandy, do hereby give notice that six weeks hence I shall apply to the Hon. the Judges of the Supreme Court to be admitted and enrolled a Proctor of the said Court.

CYRIL SPROULE.

Gampola, January 23, 1906.

I ERNEST GHOLDSTEIN JONKLAAS of "Ernleigh," Gampola, hereby give notice that I shall, six weeks hence, apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

ERNEST G. JONKLAAS.

Gampola,

This 24th day of January, 1906.

I CHRISTOPHER MALLOJI BRITO of Maradana, Proctor of the District Court of Colombo, hereby give notice that I shall, six weeks hence, apply to the Hon. the Judges of the Supreme Court to be admitted and enrolled a Proctor of the said Court.

C. M. BRITO.

Colombo, January 25, 1906.

SIX weeks hence I, Ælian Ondaatje of Kegalla, a Proctor of the District Court of Kegalla, shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

ÆLIAN ONDAATJE.

Kegalla, January 24, 1906.

I HENRY WILLIAM STEWART MARSHALL, Proctor of the District Court of Colombo, do hereby give notice of my intention, six weeks hence, to apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be enrolled a Proctor of the said Court.

H. MARSHALL,
Proctor, District Court, Colombo.

Cotta Cross road,
Borella, January 25, 1906.

SIX weeks hence I, Edmund Clarke de Fonseka of No. 1, Rosmead Place, shall apply to the Hon. the Chief Justice and other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

E. C. de FONSEKA.

No. 1, Rosmead Place,
Dated 25th January, 1906.

SIX weeks hence I, Alfred Frederick Herat, Proctor of the District Court of Kegalla, shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

ALFRED F. HERAT,
Proctor, District Court.

January 22, 1906.

I EDMUND WILFRED EKANAYAKE, Proctor of the District Court of Kalutara, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Supreme Court.

E. W. EKANAYAKE.

January 19, 1906.

I JOHN EDWARD DE ZOYSA, a Proctor of the District Court of Negombo, hereby give notice that I shall, six weeks hence, apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be enrolled and admitted a Proctor of the said Court.

J. E. DE ZOYSA.

Negombo, January 23, 1906.

SIX weeks hence I, Arthur de Abrew, Proctor of the District Court of Kalutara, shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Supreme Court.

ARTHUR DE ABREW.

Kalutara, January 23, 1906.

SIX weeks hence I shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

D. C. F. OBEYESEKERE,
Proctor, District Court, Galle.

No. 46, Lighthouse street, Galle,
January 21, 1906.

I AYAMPILLAI ARUMUGAM of No. 131, Hulftsdorp, Colombo, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the District Court of Jaffna.

No. 131, Hulftsdorp, Colombo, January 23, 1906. A. ARUMUGAM.

SIX weeks hence I shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

C. SUPPRAMANIAM,
Proctor, District Court.

Batticaloa, January 22, 1906.

SIX weeks hence I, Muttiah Asaipillai, shall apply to the Hon. the Judges of the Supreme Court to be admitted and enrolled a Proctor of the said Court.

M. ASAIPILLAI.

Mullaittivu, January 23, 1906.

I DON EMMANUEL WANGESOORIA of Sedawatta, Proctor of the District Court of Colombo, hereby give notice that six weeks hence I shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

D. E. WANGESOORIA.

Colombo, January 25, 1906.

I THOMAS FREDERICK BANDARANAIKE of Wasala Walawwe, Hill street, Colombo, Proctor of the District Court of Colombo, do hereby give notice that I shall six weeks hence apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

THOS. F. BANDARANAIKE.

Colombo, January 26, 1906.

I ARTHUR CHARLES ABEYWARDENE of "Hopewell," Bambalapitiya, in Colombo, Proctor of the District Court of Colombo, do hereby give notice that I shall six weeks hence apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

A. C. ABEYWARDENE.

Colombo, January 26, 1906.

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

January 19, 1906. R. K. CANAPATHIPPILLAI.

I KAHELBADDARAGE JORANIS FERNANDO of Kimbulapitiya in Dunagaha pattu of Alutkuru korale in the District of Negombo, do hereby give notice, in terms of section 8 of Ordinance No. 2 of 1877, of my intention, three months hence, to apply to His Excellency the Governor to be admitted and enrolled a Notary Public for the District of Negombo, to practise in the Sinhalese language.

J. FERNANDO.

Kimbulapitiya, January 3, 1906.

I IN terms of section 8 of Ordinance No. 2 of 1877, I, Don Hendrick Samaranayake of Lewla in Pata Hewaheta, do hereby give notice that three months hence I shall apply to His Excellency the Governor to be admitted and enrolled a Notary Public to practise in the Wellassa District of Badulla in the Sinhalese language.

D. H. SAMARANAYAKE.

Ampitiya, October 20, 1905.

I ISIDORE MOUNT CARMEL CASIE CHETTY of Puttalam, do hereby give notice, in terms of section 8 of Ordinance No. 2 of 1877, that I intend, three months hence, to apply to His Excellency the Governor to be admitted and enrolled a Notary Public to practise in the Tamil language at Etalai and throughout Akkara pattu in the District of Puttalam of the North-Western Province of the Island of Ceylon.

I. Mt. C. CASIE CHETTY.

Puttalam, December 21, 1905.

I P. M. M. KADER SAIBO MARAKAR of Puttalam, do hereby give notice, in terms of section 8 of Ordinance No. 2 of 1877, that I intend three months hence, to apply to His Excellency the Governor to be admitted and enrolled a Notary Public, to practise in the Tamil language in Akkara pattu of the District of Puttalam.

P. M. M. KADER SAIBO MARAKAR.

Puttalam, January 13, 1906.

NOTICES TO MARINERS.

HIS EXCELLENCY THE GOVERNOR has been pleased to direct that the following Notice to Mariners be published for general information

By His Excellency's command,

A. M. ASHMORE,
Colonial Secretary.

Colonial Secretary's Office,
Colombo, January 24, 1906.

IT is hereby notified that a Barque laden with timber from Rangoon, which capsized on the 15th instant 184 miles east by north of Point Pedro, latitude 10-15 north, longitude 83-17 east, now a derelict, may be dangerous to vessels, and will probably drift ashore at that coast.

JOHN A. LEGGE,
Master Attendant.

Master Attendant's Office,
Colombo, January 23, 1906.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on Saturday, November 18, 1905, at 8.30 o'clock a.m., in accordance with Notice dated November 14, 1905.

Present :—The Hon. Mr. H. Wace, C.M.G., Chairman; E. Beven, Esq.; W. D. Gibbon, Esq.; P. T. Habeeboo Lebbe, Esq.; Dr. G. P. Schokman; H. F. Tomalin, Esq.

1. The Minutes of Proceedings of the Meeting held on October 21 were read, confirmed, and signed by the Chairman.

2. The following documents were submitted :—Statements of Receipts and Expenditure from close of 1904 to October 31, 1905, on account of the Municipal Fund, comprising the (No. 1) General Revenue, (No. 2) Consolidated Rate (Police and Lighting), and (No. 3) Water-rate Accounts; Progress Report of Works done brought up to the same date; Health Officer's Report for, and Statement of Cases instituted by the several Inspectors and of work done by the Municipal Magistrate during, the month of October, 1905.

Resolved—That the several statements, together with the Minutes of Proceedings of this Meeting, as required by section 90 of the Municipal Councils' Ordinance, No. 7 of 1887, and the Health Officer's Report be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

Resolved—That the Health Officer's Report be circulated.

Resolved—That attention be called to correspondence respecting the analysis of water, and that application be made through the Principal Civil Medical Officer.

3. The following papers were laid on the table :—Reports by the several Inspectors on laundries inspected during October, 1905.

Resolved—That the papers be circulated.

4. Read letter dated November 17, from Mr. C. Vanderwall, that in view of his having ceased to reside in division No. 3 he cannot hold his seat as Member of Council, and requesting that the seat be declared vacant.

Resolved—That receipt of the letter be acknowledged with regret, and that a Meeting be summoned for the election of a substitute on Monday, December 4 next.

5. The following correspondence was submitted and read :—

(a) Memorandum dated October 30, from the Colonial Secretary, forwarding copy of letter No. 802 of same date to the Government Agent, Central Province, respecting tickets of occupancy for lands at head of the lake.

The Chairman stated that from inquiries made as Government Agent it does not appear that the lands had ever been vested in or paid for by the Municipal Council.

(b) Telegram dated November 13, from the Colonial Secretary, inquiring of number of road and bridge tolls assigned to the Municipal Council and the revenue derived from each; also reply.

(c) Letter No. 30, dated November 13, from the Colonial Secretary, respecting interest and sinking funds on loans.

Resolved—That the conditions be accepted, and that it be requested that the loan for Rs. 40,000 be brought under the same terms.

(d) Letter from the Postmaster-General, reporting that a Post and Telegraph office at Katugastota had been "included for consideration in the estimates for 1906."

(e) Letter No. 149, from the Hon. the Government Agent, dated November 16, reporting sale of Katugastota toll and recommending acceptance of offer.

Resolved—That the Government Agent be authorized to accept the offer.

6. Considered the following recommendations by Standing Committees :—

(a) Law and General Subjects—The adoption of the by-laws, similar to Galle and Colombo, *re* leave to subordinate officers.—Appendix A.

The following necessary alterations were adopted :—

In paragraphs 3 and 16, substitute "Kandy" for "Colombo."

In paragraph 4, "qualified" be inserted before "medical practitioner."

Proposed by Mr. Gibbon, seconded by Mr. Beven, that the regulations regarding leave of absence to subordinate officers as amended be adopted and forwarded for approval of His Excellency the Governor, with the advice of the Executive Council.

(b) Finance and Assessment.—That cost of lamps and lighting of a portion of Halolluwa road be provided.

Proposed by Mr. Beven, seconded by Mr. Gibbon, that the recommendation be approved of.

Resolved—That the Resident Engineer of the Colombo Gas & Water Company be requested to see that the cables be laid clear of the water mains.

(c) Municipal Works.—That the application for house service pipes to No. 1,061, Peradeniya road, be granted on the usual conditions.

Proposed by Mr. Habeeboo Lebbe, seconded by Mr. Beven, that the application be granted on the following conditions :—

(1) That a meter be fixed on the service pipe and a charge made for its use and for water consumed in excess of allowance in accordance with the by-laws.

(2) That a $\frac{1}{2}$ -inch meter be allowed and the bib tap be placed at a height of not more than two feet above the level of the ground.

The motion was carried.

(d) Municipal Works.—That the work of concreting pavement opposite Messrs. Miller & Co.'s be carried out, provided Messrs Miller & Co. will pay half the cost.

Read letter dated November 17, from Messrs. Miller & Co., agreeing to pay half the cost, which is estimated at Rs. 378.90.

Proposed by Mr. Gibbon, seconded by Mr. Beven, that a sum of Rs. 189.45 be voted for the purpose, being moiety of estimated cost of concreting the pavement under the verandah opposite Messrs. Miller & Co.'s premises.

This was agreed to.

7. Considered application from Secretary, Kandy Hotels Company, for laying of pipes of larger size than the present ones to Queen's Hotel.

Resolved—That the application be allowed on the terms usually granted for the laying of house service pipes.

Confirmed this 16th day of December, 1905:

H. WACE,
Chairman.

APPENDIX A.

Regulations referred to.

1. All leave is granted or withheld subject to the necessities of the Municipal service, and leave once granted may be recalled at any time by the Chairman if such a step be deemed necessary for the Municipal service. If the leave has been granted by the Council, the Chairman shall at once report his action recalling the leave to the Council.

2. Officers temporarily employed by the Municipal Council are not entitled to any leave beyond that (if any) which may be mentioned in their respective written contracts with the Municipal Council. Provided that the Chairman may grant them such full or half-pay leave, not exceeding thirty days in any year, as he may think fit, and that the Municipal Council may, in case of sickness, grant such further leave as it thinks fit.

3. An officer may not absent himself from Kandy without the permission of the Chairman.

4. When an application for leave or an extension of leave is based on the ground of ill-health a certificate from a qualified medical practitioner should invariably be sent in.

5. All applications for full pay leave must state the amount of previous full pay leave granted to the applicant during the current and preceding years.

6. Vacation leave on full pay may be granted by the Municipal Council for periods not exceeding six weeks in respect of any one calendar year's service, or three months in respect of any two successive calendar years' service; such leave may be accumulated in respect of two years only. The Chairman may grant such leave of absence, not exceeding thirty working days in the aggregate for any one year as he thinks fit. Such leave, when granted on full pay, shall be counted as part of the period of six weeks or three months which officers may be granted under this rule.

7. Vacation leave may be granted to an officer to be followed immediately by leave on half pay.

8. After a period of six years' service with the Council or, in the case of seconded officers, a period of six years' total service with the Government and the Council, leave of absence on the half pay of an officer's appointment may be granted. It may be given before the expiration of that period in cases of serious indisposition or of urgent private affairs, if the Council is satisfied that the indulgence is indispensable. Provided that this rule shall not prevent an absent officer being placed on half pay at any time under the provisions of rule 10.

10. All applications for half-pay leave must state the total amount of half-pay leave granted to the applicant since the date of his first appointment under the Municipal Council, if a seconded officer the date of his first appointment under Government.

9. When an officer seeks to obtain vacation leave only, he must, in ordinary cases, make such arrangements as may be approved by the Chairman for the adequate discharge of his duties without expense or inconvenience to the Council. Provided that it shall be competent for the Chairman, with the approval of the Standing Committee on Finance and Assessment, in cases where it appears desirable to do so, to engage a substitute and pay him from the Municipal fund for such period as may be thought fit, and that in the case of an officer drawing a salary of over Rs. 1,000 per annum the permission of the Council shall be first obtained for doing so.

10. When it is found impossible to make satisfactory arrangements for the discharge of the duties of an officer absent on full-pay leave only by the other officers of the department, the absent officer may be placed on half pay and a substitute engaged to perform his duties on the available half pay or on such pay as the Standing Committee on Finance and Assessment may approve.

11. Except in very special cases, no officer on leave will be allowed to receive half salary at any one time for more than one year, nor for a period which, added to his previous absences on similar leave, would exceed by six months one-sixth of his total resident service.

12. In cases of applications to the Council for extended leave on grounds other than of ill-health half salary will not be granted, unless and until the Chairman is satisfied that continued absence can be conveniently allowed.

13. Any leave in excess of one month can only be granted by the Municipal Council, provided that in cases of urgency the Chairman may grant such leave and report it for confirmation to the Municipal Council. This rule shall apply to the grant of both full and half-pay leave.

14. Where full-pay leave is to be followed by half-pay leave the arrangements for the discharge of the officer's duties will be made by the Council, and every officer is liable and required to act without any increase of pay in an office ranking as high as, or higher than, his fixed appointment during the period of full-pay leave thus granted.

15. In the case of half-pay leave being granted, half the period granted only can be reckoned as service.

16. An officer who has obtained leave of absence must not leave Kandy until he has handed over to the officer who has been appointed to act for him, or to some officer authorized by the Chairman thereto.

H. WACE,
Chairman.

Statement of Receipts and Disbursements to October 31, 1905.

No. 1.—GENERAL REVENUE.

REVENUE.	Estimate.		Receipts.		EXPENDITURE.	Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.
Balance from 1904 ..	—		2,495	69	Arrears ..	277	72
Arrears ..	2,729	16	3,482	76	Cemetery account—wages, &c. ..	807	59
Cemetery account—fees and graves ..	950	0	783	2	Commutation rates—commission and sundries ..	680	52
Commutation rate ..	11,000	0	11,178	0	Government loans—repayment ..	2,162	45
Interest ..	25	0	90	25	House of shelter—wages ..	114	77
Judicial account—fines ..	3,000	0	1,888	0	Interest to Government and Bank ..	605	6
Lake silt — Government contribution ..	3,000	0	3,000	0	Judicial account—establishment and printing ..	1,585	42
Licenses ..	8,545	0	8,498	75	Lake silt—clearing of ..	2,134	45
Miscellaneous receipts ..	355	0	237	28	Licenses—printing and advertising ..	38	85
Public market—rents ..	17,725	0	15,151	43	Legal expenses ..	21	0
Rents ..	1,865	0	1,538	50	Miscellaneous charges ..	312	93
Registration of dogs ..	200	0	144	0	Office charges—establishment and sundries ..	4,881	79
Stamp duties ..	13,800	0	—		Pensions ..	675	23
Scavenging—bucket fees ..	9,070	0	8,037	63	Public market—establishment, lighting, &c. ..	3,381	36
Slaughter-houses—fees ..	5,825	0	5,232	26	Public band ..	720	0
Taxes—on bullocks ..	350	0	345	0	Rents—expenses on account cattle shed and Town Hall ..	730	10
Taxes—on vehicles and animals ..	900	0	525	25	Registration of dogs ..	548	70
Tolls ..	24,685	0	18,548	76	Stamp duties ..	28	38
Public works — Government contribution, &c. ..	1,550	0	1,725	0	Sanitation — establishment and sundries ..	5,728	95
Sundry receipts ..	—		8,785	75	Scavenging ..	25,601	9
			91,687	33	Slaughter-house—establishment, grass &c. ..	1,511	14
					Taxes—expenses on account vehicles and animals ..	41	25
Balance carried forward ..	—		0	29	Time charges—wages, powder, &c. ..	347	90
	1,105,574	16	91,687	62	Tolls charges—repair of boats and approaches ..	1,860	14
					Public works ..	27,913	31
					Sundry disbursements ..	8,512	52
						91,687	62

No. 2.—CONSOLIDATED RATE (POLICE AND LIGHTING.)

REVENUE.	Estimate.		Receipts.		EXPENDITURE.	Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.
Arrears ..	11,000	0	10,921	97	Balance from 1904 ..	998	84
Assessment tax, 1905 ..	22,000	0	14,803	43	Arrears—Commission, &c. ..	373	35
Sundry receipts ..	—		488	20	Assessment tax charges—establishment, commission, &c. ..	3,381	21
			26,213	60	Street lighting ..	14,943	98
Balance carried forward ..	—		233	39	Maintenance of police ..	6,493	79
	33,000	0	26,446	99	Sundry disbursements ..	255	82
						26,446	99

No. 3.—WATER RATE ACCOUNT.

REVENUE.	Estimate.		Receipts.		EXPENDITURE.	Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.
Balance from 1904 ..	—		14,211	77	Arrears ..	281	36
Arrears ..	7,000	0	6,527	16	Water rate charges—establishment, commission, &c. ..	3,203	88
Water-rate, 1905 ..	21,300	0	13,676	36	airieland and Roseneath ..	8,953	94
Fairieland and Roseneath, 1904 ..	4,500	0	2,027	56	Interest and sinking funds ..	8,825	0
Fairieland and Roseneath, 1905 ..	11,066	0	6,236	74	Water works—maintenance ..	4,289	19
Water service account ..	4,250	0	3,599	14	Water service account ..	3,417	92
Grass sold ..	925	0	773	88	Sundry disbursements ..	1,230	48
Rents ..	300	0	470	0	Waterworks improvement ..	13,629	17
Interest ..	200	0	93	44		43,830	94
Sundry receipts ..	—		1,486	70	Balance carried forward ..	5,271	81
	49,541	0	49,102	75		49,102	75

Kandy, November 8, 1905.

L. VANDERSTRAATEN,
Accountant.

Progress report of Works done brought up to October 31, 1905.

Est. No.	Heads of Expenditure.	Amount voted for the Year.		Expenditure up to Sept. 30, 1905.		Expenditure in October, 1905.		Total Expenditure.		Balance.	
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1	Upkeep of pavements	2,500	0	57	83	94	99 ^a	2,036	51	463	49
2	Town streets	7,000	0	899	44	684	68 ^b	6,560	24	439	76
3	Alutgantota and Lady Anderson's roads	816	36	139	9	1	50	807	43	8	93
4	Udawattekele	2,200	0	126	22	79	25 ^c	1,485	0	715	0
5	Halloluwa, Bahirawakanda	1,700	0	201	52	475	71 ^d	1,254	54	445	46
6	Municipal buildings	1,900	0	54	50	49	94 ^e	1,563	48	336	52
7	Watering streets	500	0	22	48	—	—	497	63	2	37
8	Market buildings and premises	1,800	0	35	39	45	3 ^f	1,655	31	144	69
9	Ornamental plants	150	0	—	—	—	—	149	65	0	35
10	Tools	500	0	13	80	40	50	359	61	140	39
11	Maintenance, improvement	150	0	10	44	—	—	37	32	112	68
12	Recreation ground	1,000	0	130	11	61	12 ^g	791	92	208	8
13	Sundry minor works	400	0	2	50	25	14 ^h	340	33	59	67
14	Cemetery-keeper's house	266	0	—	—	—	—	134	76	131	24
15	Castle Hill park	556	0	28	99	30	46 ^j	291	80	264	20
16	Recreation ground improvement	2,667	84	221	12	129	25 ^k	2,724	20	—	—
17	Carriage stands	220	0	—	—	—	—	123	22	96	78
18	Barrel drain, Colombo street	2,000	0	—	—	—	—	2,32	13	—	—
19	Road from Lewella to Alutgantota	3,000	0	351	20	755	41 ^l	4,009	31	—	—
20	Halloluwa road, retaining wall	96	30	—	—	—	—	97	50	—	—
21	Public seats, maintenance	87	50	—	—	1	33 ^m	82	70	4	80
22	Retaining wall, Lady Gordon's road	268	0	—	—	—	—	300	0	—	—
23	Clearing silt, Meda-ella	300	0	—	—	—	—	291	95	8	5
24	Concreting drain, Railway approach road	1,090	0	522	35	173	10 ⁿ	695	45	394	55
25	Concreting drain, south side market	907	0	—	—	9	75 ^o	9	75	897	25
26	Ventilating shaft	132	67	49	17	15	50 ^p	64	67	68	0
A	Sanitation account	600	0	31	50	31	71 ^q	500	86	99	14
B	Clearing side drain	500	0	37	62	38	18 ^r	372	65	127	35
C	Opening pits	2,880	0	248	48	238	56 ^s	2,135	11	744	89
D	Gonawatta approach	277	0	—	—	—	—	140	65	136	35
E	Repairing boats	578	60	2	46	2	50 ^t	433	27	145	33
F	Renewed Gonawatta boats	1,414	0	802	72	138	18 ^v	1,283	36	130	64
	House of shelter	250	0	12	0	12	40 ^w	127	17	122	83

(a) 15 lineal feet of pavement repaired in Trincomalee street, Rs. 6; 40 lineal yards of barrel drain cleared of silt in town streets, Rs. 3.75; 14 lineal feet of pavement repaired, Rs. 7.30; 26 lineal feet barrel drain rebuilt in Cross street, Rs. 63.38; levelling up pavements, Brownrigg street, Rs. 14.16.

(b) 25 cubes metal transported, Rs. 41.39; 25 cubes of metal spread and consolidated, Rs. 68.10; 24 cubes of gravel transported, Rs. 36.39; 3 miles side drain cleared, sides reduced, Rs. 78; 2½ miles jungle cut back, Rs. 15.88; repairs to bridge, Gregory road, Rs. 20.92; landslips, Rs. 8.88; repairs to privy, Rs. 32.12; superintendence, Rs. 2.

(c) Landslips, Rs. 38.58; building culvert, Rs. 5.96; repairs to road, Rs. 28.71; superintendence, Rs. 6; cutting back jungle, Rs. 28.71.

(d) 58.80 cubes metal getting, Rs. 309.17; 38 cubes of metal transported, Rs. 162.54; superintendence, Rs. 4.

(e) New frame and door for record room, Rs. 32.50; 18 squares whitewashing cattle exposing shed and slaughter-house, Rs. 5.58; 29 squares whitewashing public latrines, Rs. 8.86; superintendence, Rs. 2.

(f) 32 squares whitewashing main building privy, Rs. 9.46; 30 squares whitewashing stalls, Rs. 8.28; sweeping grounds, weeding, &c., Rs. 11.47; fixing new planks to stalls, Rs. 11.82; superintendence, Rs. 4.

(g) Hire of drivers and bullocks for machines, Rs. 55.12; superintendence, Rs. 6.

(h) Repairs to wooden railing, Rs. 2.20; clearing side drains in Ardanamaluwa road, Rs. 3.61; painting tree guards, Rs. 19.33.

(j) Sweeping grounds and paths, weeding, Rs. 26.46; superintendence, Rs. 4.

(k) Wages of guards and extra diets, Rs. 118.41; cost of materials, Rs. 10.84.

(l) Mining and blasting, Rs. 33.78; removing bricks and chunam, Rs. 16.03; building culvert, Rs. 30.09; 577 cubes of earth cutting and filling, Rs. 460.91; transport of stones for building bridge culvert, Rs. 16.20; collecting sand, Rs. 30; building bridge culvert, Rs. 9.90; pointing masonry of bridge culvert, Rs. 31.98; transport of iron work of bridges, Rs. 7.82; concreting invert of culvert, Rs. 8.70; transport of cement, Rs. 15; building 1 cube No. 3 bridge culvert, Rs. 33; superintendence, Rs. 12.

(m) Repairs to seat, Re. 1.33.

(n) 5 cubes of metal transported, Rs. 11.98; 21 cubes of earth cutting, Rs. 21.39; wages of watcher, Rs. 11.47; transport of stone for filling up drain, Rs. 40.55; building 5 approaches over side drain, Rs. 24.49; 150 lineal feet of cement concrete, 18-inch drain, Rs. 50.42; filling in drain with stone, Rs. 2.80; superintendence, Rs. 10.

(o) Transport of sand, Rs. 5.33; 4 cubes earth cutting, Rs. 4.42.

(p) Building ventilating shaft main sewer, Rs. 15.50.

(q) Clearing drains and removing rubbish, Rs. 29.71; superintendence, Rs. 2.

(r) Clearing silt from side drains, town streets, Rs. 36.18; superintendence, Rs. 2.

(s) 148 cubes of earth cutting, excavating pits, Rs. 115.05; covering in pits, Rs. 113.51; superintendence, Rs. 10.

(t) Contractor, labour for removing timber, Rs. 100; materials, Rs. 38.18.

(v) 87 cubes silt removed by dredge and disposed of Rs. 132.85; repairs to dredger, Rs. 4.32; clearing rubbish from lake, Rs. 29.76; opening channels through silt trap No. 1, Rs. 11.78; superintendence, Rs. 7.

(w) Wages of caretaker, Rs. 7

H. BYRDE,
Superintendent of Works.

Health Officer's Report for October, 1905.

Scavenging.—The scavenging of the town was satisfactorily carried out during the month.

Drains.—Drains clean and well flushed, with the exception of the side drain in slaughter-house road, which is still in a filthy condition and will be until it is properly cemented.

Water supply.—Good. *Vide* attached analysis. The water was taken from a standpipe in Ward street

Alleys.—Generally well kept.

Laundries.—Well kept.

Dairies.—All fairly well kept.

Bakeries.—Well kept.

Market.—Generally well kept. All food stuffs exposed for sale were found good.

Cattle passed this month.—Cattle, 474; buffaloes, 101; sheep, 131; goats, 224.

Slaughter-house and exposing shed.—Well kept.

Cooly lines.—Generally well kept.

Boutiques.—All fairly well kept.

Night soil depot.—Well kept.

Latrines.—Generally well kept. Nothing has been done as yet to increase the accommodation of the latrines at the back of the Police Court.

General health.—The health of the town has been on the whole satisfactory.

Kandy, November 11, 1905.

ANDERSON SMITH,
Health Officer.

Examination of a Sample of Drinking Water from Kandy.

Source and possibility of contamination: standpipe in ward street. No possibility of contamination.

Chemical and Physical Examination.

1. Colour in 6 in. column: clear and bright.
- Turbidity: none.
2. Odour: none.
3. Residue left on evaporation: very slight, while residue did not char when heated.
4. Free ammonia: none.
5. Chlorine: under 2 grains per gallon.
- Equivalent of common salt: about 3 grains per gallon.
6. Nitrites: none.
7. Nitrates: none.
8. Hardness: under four degrees.
9. Lead: none.
10. Zinc, iron, and copper: none.
11. Oxygen absorbed in 15 min. at 212° F.: under .05 grains per gallon.

From the examination of the source of the water herein referred to, and the results obtained by analysis, I am of opinion that it is a pure water and well adapted for all domestic purposes.

Kandy, November 12, 1905.

ANDERSON SMITH,
Health Officer.

ROAD COMMITTEE NOTICES.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance during 1905 of the under-mentioned road, 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 in the said road, as follows:—

NUGATENNA-DEANSTONE ROAD.

(Estimate No. 25 of 1906.)

Government moiety .. Rs. 1,060
Private contribution .. ,, 1,060

1st to 5th section, 2½ miles.

Total acreage, 3,972½—Moiety of cost, Rs. 371 15—
Sectional rate, .0935c.—Total rate, .0935c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
R. Burke	.. Nugagalla	.. 222	.. 20	76

1st to 8th section, 3½ miles.

Total acreage, 3,750½—Moiety of cost, Rs. 185 58—
Sectional rate, .0494c.—Total rate, .1429c.

P. B. Barlow	.. Nowanagalla	295	.. 42	16
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1st to 10th section, 4.77 miles.

Total acreage, 3,455½—Moiety of cost, Rs. 151 39—
Sectional rate, .0438c.—Total rate, .1867c.

Whittall & Co. (R. Cassie)	.. Meemunugala.	535	.. 99	89
Do.	.. Deanstone	.. 576	.. 107	54
R. Burke	.. Hare Park	.. 454	.. 84	77

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Whittall & Co. (C. B. Clay)	.. Kobonella	.. 715	.. 133	50
Kana Luna Meeya Fincham's Pulle	.. Land No. 1..	96	.. 17	93
Puncha Vidane Duraya Fincham's Land No. 2..		31½	.. 5	89
Whittall & Co. (C. B. Clay)	.. Ensawatta	.. 264	.. 49	29
R. Burke	.. Dahigolla	.. 475	.. 88	69
R. Burke (G. Johnstone)	.. Loolowatta	.. 309	.. 57	70
				708 12

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before February 7, 1906.

N.B.—Private contributions	.. Rs.	1,060	0
Unexpended balance, 1904	..	351	88
Amount to be recovered in 1905	.. Rs.	708	12

H. WACE,
Chairman.

Provincial Road Committee's Office,
Kandy, January 17, 1905.

Statement of Receipts and Expenditure on account of Market Funds in the District of Mullaittivu for the Half-year ended December 31, 1905.

Date of Receipts. 1905.		PARTICULARS.	Amount. Rs. c.	Total. Rs. c.
		Balance on June 30, 1905	—	1,162 57
July	1 ..	Mullaittivu market rent for June, 1905	13 0	
Do.	10 ..	Tanniyuthu market rent for May, 1905	10 0	
Do.	12 ..	Tanniyuthu market rent for June, 1905	10 0	
August	7 ..	Tanniyuthu market rent for July, 1905	8 0	
Do.	16 ..	Mullaittivu market rent for July, 1905	10 0	
September	15 ..	Tanniyuthu market rent for August, 1905	8 0	
October	14 ..	Tanniyuthu market rent for September, 1905	8 0	
November	20 ..	Tanniyuthu market rent for October, 1905	8 0	
December	18 ..	Tanniyuthu market rent for November, 1905	7 0	
Do.	23 ..	Mullaittivu market rent for August, 1905	10 0	
				92 0
			Rs.	1,254 57
Date of Payments. 1905.		PARTICULARS.	Amount. Rs. c.	Total. Rs. c.
July	11 —	Paid V. Sinniah on account of sanitary rate for Mullaittivu market for 1st quarter, 1905	1 50	
November	21 —	Paid M. Chellaiah on account of sanitary rate for Mullaittivu market for 2nd and 3rd quarters, 1905	3 0	
				4 50
Balance on December 31, 1905			—	1,250 7
			Rs.	1,254 57

District Road Committee,
Mullaittivu, January 16, 1906.

R. A. G. FESTING,
Chairman.

TRADE MARKS NOTIFICATIONS.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 and 1890," and the Regulations made on March 28, 1889, notice is hereby given that Messrs. R. F. de Saram & Alvis of Colombo have applied on behalf of the Societe Anonyme de la Distillerie de la Liqueur Benedictine de l'Abbaye de Fecamp à Fecamp, France, who claim to be the proprietors thereof for the registration of the following Trade Mark in Class 43 in the Classification of Goods in the above-named Regulations:—



A.—The distinctive marks of the said Trade Mark are:—

1. The word "Benedictine" independently of all characteristic shape.
2. The word "Munk-Likör" independently of all characteristic shape.
3. The letters "D. O. M." independently of all characteristic shape.
4. The signature "Alegrand aine" or abbreviated "A. L." with original paraph.
5. The general characteristic aspect of the various labels and seals affixed on the bottles containing the liquor, such as they are shown jointly or separately on the above label.

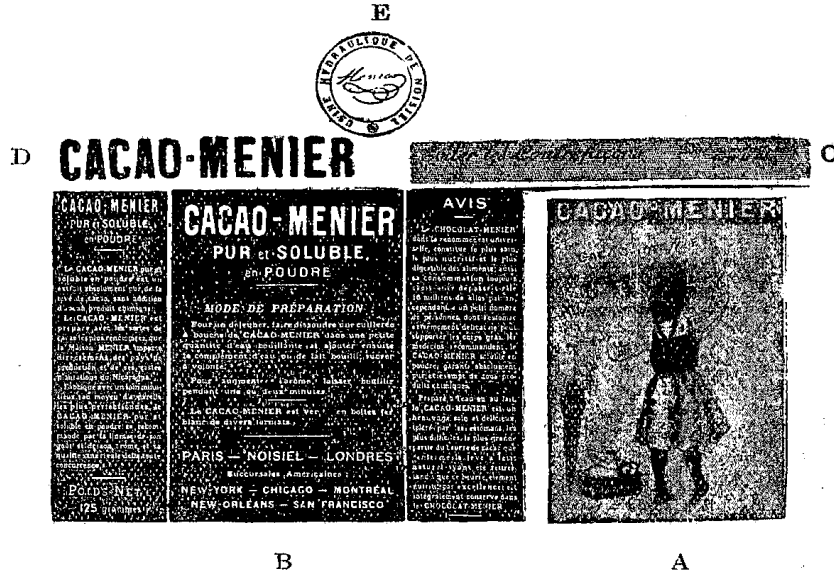
B.—The applicants claim to use the words and letters aforesaid in all shapes, colours, and sizes.

C.—All the various marks aforesaid, taken jointly or separately, constitute the Trade Mark of the applicants.

Colonial Secretary's Office,
Colombo, January 24, 1906.

A. M. ASHMORE,
Colonial Secretary.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 and 1890," and the Regulations made on March 28, 1889, notice is hereby given that Messrs. R. F. de Saram & Alvis of Colombo have applied on behalf of the Societe Menier-Cacao, Merchants, 56, Rue de Chateaudun, Paris, France, who claim to be the proprietors thereof, for the registration of the following Trade Mark for Substances used as Food or as Ingredients in Food in Class 42 in the Classification of Goods in the above-named Regulations:—



- The said Trade Mark is composed of the following distinctive marks, that is to say:—
1. The words "Cacao-Menier" independently of all characteristic shape.
 2. A label (A) of a rectangular form with multi-coloured printings at the top of which the words "Cacao-Menier" are printed in white capital letters, black shadowed on blue ground. This label represents a young girl writing on a wall the words "Cacao-Menier." A red umbrella and a small provision basket are lying near to her. This label may be made of different sizes.
 3. A label (B) of a rectangular form printed white on blue ground, divided in three parts, on which are printed indications as regards manufacturing, quality, &c., of the cacao and directions for its preparation for use.
 4. A yellow paper band (C) printed black, upon which the following words are printed: "Eviter les Contrefaçons" and "Pour ouvrir cette boîte, tirer le fil." This band is placed as a seal round the cover of the boxes. The applicant disclaims all right to the exclusive use of the words "Eviter les Contrefaçons" and "Pour ouvrir cette boîte, tirer le fil."
 5. A sheet (D) of white thin and transparent packing paper upon which the words "Cacao-Menier" are printed in red capital letters. This paper is used for packing the cacao boxes, and the printing of these two words is made in such a way as to allow them to appear on two of the principal sides of the said boxes.
 6. A round guarantee stamp (E), printed black on white ground, on which the following words are printed circularly: "Usine Hydraulique de Noisiel" with in the centre the facsimile of the signature "Menier" with original paraph. The applicant disclaims any right to the exclusive use of the words "Usine Hydraulique de Noisiel."

All these various marks, taken jointly or separately, constitute the above Trade Mark.

Colonial Secretary's Office,
Colombo, January 24, 1906.

A. M. ASHMORE,
Colonial Secretary.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 and 1890," and the Regulations made on March 28, 1889, notice is hereby given that Messrs. Noordeen Hajiar Abdul Hamud and Noordeen Hajiar Abdul Careem, proprietors of the Egyptian Cigarettes & Turkish Tobacco Company at No. 4, Victoria Arcade, Colombo, who claim to be the proprietors of the mark, have applied on behalf of themselves for the registration of the following Trade Mark for Tobacco, whether manufactured or unmanufactured, in Class 45 in the Classification of Goods in the above-named Regulations:—



Colonial Secretary's Office,
Colombo, January 26, 1906.

A. M. ASHMORE,
Colonial Secretary.

THE under-mentioned goods having been left in the King's Cask Warehouse beyond the time allowed by law, notice is hereby given that unless the same be cleared or bonded they will be sold by public auction on Friday, February 2, 1906, at 12 noon:—

Report No.	Date.	Vessel.	Whence.	Marks.	Quantity and Description of Goods.
	1905.				
27	August 29	ss. Nairung	Bombay	Nil	1 bag grain
427	August 28	ss. Acelia	..	K O in a diamond	1 bundle tea shooks
442	August 30	ss. Silosia	Trieste	S. Kasiah Pillay	1 case coffee
392	August 23	ss. Loodiana	Rangoon	C M in a diamond	1 bag rice
392	Do.	do.	do.	C in a diamond	1 bag peas
	September 18	ss. Lawada	do.	Various	5 bags rice
				K P L S	1 bag rice
				K R M	2 bags rice
532	September 14	ss. Satara	Singapore	Darley, Butler & Co.	6 parcels sugar
508	September 9	ss. Drachenfels	do.	H C	1 package merchandise
	September 17	ss. Malacca	Singapore	280 in a diamond, 77	1 case merchandise
	September 19	ss. Warwickshire	do.	Y E M	1 bundle tea shooks
				Nil	3 bags rice
				D S in a diamond	3 bags rice
315	August 14	ss. Wongafels	Calcutta	Nil	3 bags rice
62	October 12	ss. Scandia	China	D B C	1 bundle sample
593	September 22	ss. Trifels	Calcutta	Nil	11 bags grain
	September 15	ss. Oruba	do.	H & Co.	1 case
100	October 16	ss. C. de N. Orolans	do.	S E S	1 barrel wine
634	September 28	ss. Schazfels	do.	E H H within a cross in a diamond	1 case merchandise
87	October 16	ss. Hoenfels	do.	S B	1 case sample
115	October 19	ss. Gissela	do.	Nil	6 bags grain
	September 2	ss. Nawab	—	H T A	1 bag rice
536	September 14	ss. Loodiana	—	Walker, Sons & Co.	1 bag coke
5	October 2	ss. Staffordshire	—	Nil	1 bag rice
	Unknown	Unknown	—	Unknown	Lot old hoop iron
	Do.	do.	—	do.	Lot galvanized piping
	Do.	do.	—	do.	3 barrels cement sweepings
	Do.	do.	—	do.	Lot old iron
	October 18	ss. Tienstin	—	≡ in a diamond or various	2 bundles tea shooks

H. M. Customs,
Colombo, January 19, 1906.

R. O. DE SARAM,
for Principal Collector.

THE under-mentioned goods having been left in the Koehchikade Warehouses 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 Monday, February 12, 1906, at 12 noon:—

Vessel.	Whence.	Marks.	Description of Goods.
ss. Seminole 24/8	Calcutta	Nil	27 bags grain (unmanifested)
ss. Koranna 16/9	do.	P R M L	3 do. (manifested)
		A R S M	1 do. do.
		A E J	2 do. do.
		K P L	1 do. do.
		S C	1 do. do.
		H J	2 do. do.
ss. Drachenfels 1/11	Calcutta	A J in a diamond	15 do. (unmanifested)
		J H	3 do. do.
		T A J N	3 do. do.
		M N in a diamond	1 do. do.
		P M J	1 do. do.
		V R M A	1 do. do.
		P R M L	1 do. do.
		H P M	1 do. do.
		A M A	1 do. do.
		169 in a diamond	1 do. do.
		C A in a heart	1 do. do.
		S C	1 do. do.
		A E A M	1 do. do.
		E G A	10 do. do.
		do.	1 bag tamarind do.

H. M. Customs,
Colombo, January 20, 1906.

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.	Dark Cinnamon.	Branch Cinnamon.	Chichona Chips.	Cocoanuts.	Copra.	Cocunut Oil.	Cocunut Pounce.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Ebony.	Plumbago.	Cotr Rope.	Cotr Junk.	Cotr Yarn.	Cotr Fibre.	Sapan-wood.	Orobilla.	Knut Fibre.	Beer.	Horns.
COLOMBO.	1906.																											
ss. Bavaria.	11-1	London		545120	156																							
ss. Staffordshire	11-1	London		100																								
ss. Matoppo	11-1	Singapore		90854	168																							
ss. Eidsvold	11-1	Copenhagen		19609																								
ss. Umzindo	11-1	Cape Ports																										
ss. Sachsen	12-1	Bremen		12770																								
ss. Oceana	12-1	China		1980																								
ss. Bengal	13-1	Bombay		51860																								
ss. Buceros	13-1	New York		220144																								
ss. Barbu	15-1	China		105489	1755																							
ss. Konangsi	15-1	China		157196																								
ss. Benalder	15-1	London		341163	465																							
ss. Trieste	15-1	Trieste		6760																								
ss. City of Manchester	15-1	London		388566	182																							
ss. India	16-1	Australia		352544																								
ss. Isla de Panay	16-1	Barcelona		2476	100																							
ss. Alicante	16-1	Manila		1000																								
ss. Nizam	16-1	Bombay		2030																								
ss. Rhenezia	16-1	Kobe		89794																								
ss. Indrade	17-1	Australia		523112	207																							
ss. Clan Macneil	18-1	London		501471	664																							
GALLE.																												
ss. Sirsa	15-1	Calcutta																										
ss. Sani	15-1	Calcutta																										
ss. Sani	17-1	Calcutta																										

* And Chips 12,880 lb. † And Chips 8,600 lb. ‡ And Chips 11,200 lb.
 Importation of Rice from Indian and other Ports during the Week.

TO COLOMBO —

From Adrampatam
 Calcutta
 Tuticorin
 Bombay
 Cochin

... Bags 236
 ... " 72,902
 ... " 1,805
 ... " 28
 ... " 599
 Total Bags 75,570

TO GALLE

From Calcutta
 Southern India

... Bags 18,466
 ... " Nil
 Total Bags 18,466

H. M. Customs,
 Colombo, January 23, 1906.

W. E. THORPE,
 for Principal Collector.