



Ceylon Government Gazette

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE ULLSWATER RUBBER COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "THE ULLSWATER RUBBER COMPANY OF CEYLON, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase from the Proprietors thereof Ullswater Estate, situate in the Kelani Valley containing in extent 838 acres or thereabouts.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.

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

- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the 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 "persons" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Three hundred thousand Rupees, divided into Thirty thousand shares of Ten 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.
W. K. G. SAUNDERS, Maturata	One
L. R. H. P. MARSHALL (by his Attorney W. K. G. SAUNDERS), Scotland	One
Witness to the above signatures at Colombo, this 27th day of June, 1907:	
V. A. JULIUS, Proctor, Supreme Court.	
A. P. WALDOCK, Colombo	One
J. A. SPENCE (by his Attorney A. P. WALDOCK), London	One
Witness to the above signatures at Colombo, this 28th day of June, 1907:	
V. A. JULIUS, Proctor, Supreme Court.	
GEO. A. RUTTER, Yatiyantota	One
Witness to the above signature at Ullswater, this 1st day of July, 1907:	
A. W. G. FREUD	
JOHN ROBSON, Gonapitiya, Kandapola	One
Witness to the above signature at Gonapitiya, this 16th day of July, 1907:	
I. K. ANTHONYSZ.	
A. S. BERWICK	One
Witness to the above signature at Colombo, this 17th day of September, 1907:	
D. DE SILVA.	
H. S. ROCH (by his Attorney W. K. G. SAUNDERS), Ireland	One
Witness to the above signature at Colombo, this 5th day of August, 1907:	
V. A. JULIUS, Proctor, Supreme Court.	

**ARTICLES OF ASSOCIATION OF THE ULLSWATER RUBBER COMPANY
OF 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 Ullswater Rubber Company of 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 Thirty thousand shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares shall first be offered by the Directors

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

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

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

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

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

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

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

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

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

18. 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 declination shall be absolute.

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

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

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

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

TRANSMISSION OF SHARES.

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

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

36. If any person who shall become entitled to be registered in respect of any share under clause 34 shall not, from any cause whatever, within 12 calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share; or if in the case of the death of any Shareholder no person shall, within 12 calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

42. A certificate in writing under the hands of one of the Directors and of the Secretary that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture, and such certificate and the receipt of the Company for the price of such share

shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company, and thereupon such purchaser shall be deemed the holder of such share, discharged from all calls due prior to such purchase; and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be effected by any irregularity in the proceedings in reference to such forfeiture or sale.

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

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

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

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

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

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

BORROWING POWERS.

48. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed 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 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 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 Ullswater Rubber Company of 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 vote shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

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

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

84. The first Directors shall be John Robson, Walter Kenneth George Saunders, Arthur Plyer Waldock, and George Arthur Rutter, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

98. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

99. The Directors shall have power to carry into effect the acquisition of the Ullswater 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, artizans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

119. The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations the accounts and books of the Company or of any of them shall be open to the inspection of the Shareholders, and no 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 up to the end of the same period.

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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 27th day of June, 1907.

W. K. G. SAUNDERS.

L. R. H. P. MARSHALL (by his Attorney W. K. G. SAUNDERS).

Witness to the above signatures :

V. A. JULIUS,

Proctor, Supreme Court.

A. P. WALDOCK

J. A. SPENCE (by his Attorney A. P. WALDOCK).

Witness to the above signatures :

V. A. JULIUS,

Proctor, Supreme Court.

GEO. A. RUTTER.

Witness to the above signature :

A. W. G. FREUD.

JOHN ROBSON.

Witness to the above signature :

I. K. ANTHONEYSZ.

A. S. BERWICK.

Witness to the above signature :

D. DE SILVA.

H. S. ROCH (by his Attorney W. K. G. SAUNDERS).

Witness to the above signature :

V. A. JULIUS,

Proctor, Supreme Court.

**MEMORANDUM OF ASSOCIATION OF THE NAGOLLE CEYLON
RUBBER COMPANY, LIMITED.**

1. The name of the Company is "THE NAGOLLE CEYLON RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (1) To purchase from Douglas Grame Brebner of Kew estate, Norwood, and Stephen Edgar James of Erroll estate, Dikoya, the para estate situated in Kegalla District, Province of Sabaragamuwa, containing in extent six hundred acres more or less, at or for the price or sum of Rupees Ninety-eight Thousand Two hundred and Fifty-six and cents eighty-one. The said consideration to be payable in shares of the Company. Such shares to be fully paid up or partly paid up, and to be issued to the vendors and (or) their nominees or nominee.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any other estate or estates, land or lands in the Island of Ceylon or the Federated Malay States or elsewhere, and any right of way, water right, and other rights, privileges, and easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable estates, or property and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce rubber, tea, coffee, coconuts, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products or produce of any kind in the Island of Ceylon or the Federated Malay States or elsewhere.
 - (5) To treat, care, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the said Island of Ceylon or the Federated Malay States or elsewhere all or any of the following businesses, that is to say: planters of rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, traders, engineers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug-owners and wharfingers; and any other business which can or may conveniently be carried on in connection with the above or any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; and to apply for purchase, or otherwise acquire, any patents, brevets d'invention, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase rubber, tea leaf, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones or deposits or products, and generally to carry on the business of mining in all branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; and to purchase, take in exchange, hire or otherwise acquire and hold vans, omnibuses, carriages, and carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug-owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.

- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, and elsewhere, and generally to undertake the business of estate agents in the said Island, the Federated Malay States, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, undertaking, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants, and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person or persons, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money or the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable or irredeemable or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular, shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, under lease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.

- (27) To pay for any lands and real or personal, immovable or movable estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares (whether fully paid up or partly paid up) or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another or otherwise howsoever, with power to issue any shares either as fully paid or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate or property or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any Company, or the debentures or debenture stock or obligations of any company or persons or persons or partly one and partly any other.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them. It being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Members is limited.

5. The nominal capital of the Company is Three million Rupees (Rs. 3,000,000), divided into Sixty thousand (60,000) shares of Fifty Rupees (Rs. 50) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
D. G. BREBNER, Kew estate, Norwood One
J. W. BAILLIE, Bogawana One
S. E. JAMES, Errol, Hatton (by his Attorney D. G. BREBNER) One
W. SHAKSPEARE (by his Attorney HERBERT C. BIBBY), Colombo One
E. R. WALDOCK, Colombo One
HERBERT C. BIBBY, Colombo One
R. F. DE SARAM, Colombo One

Witnesses to the signatures of the above-named D. G. Brebner, J. W. Baillie, and S. E. James at Kew estate, Norwood, this Ninth day of September, 1907:

G. SAM. GURUPATHEM,

W. ROLLO CASSIE.

Witness to the signatures of the above-named W. Shakspeare, E. R. Waldock, Herbert Carless Bibby, and R. F. de Saram at Colombo, this Thirteenth day of September, 1907:

DOUGLAS L. DE SARAM,

Proctor, District Court, Colombo.

ARTICLES OF ASSOCIATION OF THE NAGOLLE CEYLON RUBBER COMPANY, LIMITED.

It is agreed as follows :—

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

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

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

INTERPRETATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Month.—“Month” means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Three million Rupees (Rs. 3,000,000), divided into Sixty thousand (60,000) shares of Fifty Rupees (Rs. 50) each.

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

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

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

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

12. *How carried into effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

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

SHARES.

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

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

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

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

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

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

20. *Survivor of joint-holder, other than a firm only recognized.*—In case of the death of any one or more of the joint-holders of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

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

22. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 38.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

33. *Not bound to state 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 declinature shall be absolute.

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

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

40. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share; or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SHARES (SURRENDER AND FORFEITURE).

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

If call or instalment be not paid, notice to be given to Shareholder.—If any Shareholder fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators or the trustee or assignee in his bankruptcy requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

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

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

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

Forfeiture may be remitted.—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. on the amount of the sums wherein default in payment had been made, but no share *bonâ fide* sold or re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

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

48. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 43 and 47 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

49. *Certificate of sale.*—A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that the power of sale given by clause 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

50. *Transfer 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.

51. *Preference and deferred shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of payment of capital, or both, or any such other privilege or advantage over any shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared

with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

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

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other person, any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing it respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Twenty-five thousand Rupees (Rs. 25,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any bonds, mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, any may contain any special privileges as to redemption, surrender drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

75. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by 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.

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

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

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

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

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

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

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

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

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

The Nagolle Ceylon Rubber Company, Limited.

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

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

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

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

DIRECTORS.

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

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

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Douglas Grame Brebner of Kew estate, Norwood; Stephen Edgar James of Erroll estate, Dikoya; James Walker Baillie of Bogawana, Bogawantalawa; and Walter Shakspeare of Colombo, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

94. *To retire annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 95.

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

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

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

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

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

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

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

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payments 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 Directors shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors, of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

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

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

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

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

POWERS OF DIRECTORS.

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

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

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

108. The Directors shall have power to open on behalf of the Company any account or accounts with such bank or banks as they may select or appoint and also by such 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.

109. It shall be lawful for the Directors 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.

110. 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.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceeding by and against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company, and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.

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

PROCEEDINGS OF DIRECTORS.

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

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

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

115. *Questions at 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 thereat shall have a casting vote in addition to his vote as a Director.

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

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

118. *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 express terms of the appointment of such committees respectively, or any regulation imposed by the Board.

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

135. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all interest or dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all interest or 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.

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

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

AUDIT.

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

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

140. *Appointment and retirement of Auditors.*—The Director 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.

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

154. *Distribution.*—If the Company shall be wound up, and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first in repaying to the holders of the preference shares (if any) the amount paid up or reckoned as paid up thereon, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up

on such ordinary shares. If there shall remain any surplus assets after payment of the whole of the paid up capital, such surplus assets shall be divided among the members in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up.

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

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

D. G. BREBNER.

J. W. BAILLIE.

S. E. JAMES (by his Attorney D. G. BREBNER).

W. SHAKSPEARE (by his Attorney HERBERT C. BIBBY).

E. R. WALDOCK.

HERBERT C. BIBBY.

R. F. DE SARAM.

Witnesses to the signatures of the above-named D. G. BREBNER, J. W. BAILLIE, and S. E. JAMES at Kew-estate, Norwood, this 9th day of September, 1907 :

G. SAM. GURUPATHEM.

W. ROLLO CASSIE.

Witness to the signatures of the above-named W. SHAKSPEARE, E. R. WALDOCK, HERBERT CARLESS BIBBY, and R. F. DE SARAM at Colombo, this 13th September, 1907 :

DOUGLAS L. DE SARAM,
Proctor, District Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE SAFFRAGAM RUBBER AND TEA COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "THE SAFFRAGAM RUBBER AND TEA COMPANY OF CEYLON, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To purchase or otherwise acquire from the respective proprietors thereof the estates called and known as Rambukkande, Lanark, Carney and Asoka, Kosgalla and Gabella, all situate in the District of Ratnapura.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water right, and other rights, privileges, and easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable estates or property and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce rubber, tea, coffee, coconuts, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the said Island of Ceylon, the Federated Malay States, India, or elsewhere all or any of the following businesses, that is to say: planters of rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug-owners and wharfingers; and any other business which can or may conveniently be carried on in connection with the above or any of them.

- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise which can be conveniently carried on in connection with any of the Company's general business; and to apply for purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase rubber, tea leaf, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, or deposits or products, and generally to carry on the business of mining in all branches.
- (10) To purchase, take in exchange, hire or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages and carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug-owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, or elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person or persons, corporation or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable or irredeemable or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.

- (21) To sell the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or debentures or debenture stock or obligations of the Company or partly in one way and partly in another or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate or property or assets of the Company or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or the debentures or debenture stock or obligations of any company or person or persons or partly one and partly any other
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them. It being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons, and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Members is limited.

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

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
H. G. BOIS, Colombo	One
R. F. S. HARDIE, Colombo	One
HERBERT BOIS, Colombo	One
T. C. HUXLEY, Colombo	One
STANLEY BOIS, Colombo	One
PERCY BOIS (by his Attorney STANLEY BOIS), Colombo	One
E. M. SHATTOCK, Colombo	One

Witness to the signatures of the above-named H. G. BOIS, R. F. S. HARDIE, HERBERT BOIS, T. C. HUXLEY, SIR STANLEY BOIS, Kt., PERCY BOIS, and E. M. SHATTOCK at Colombo, this Tenth day of October, 1907:

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

ARTICLES OF ASSOCIATION OF THE SAFFRAGAM RUBBER AND TEA COMPANY OF CEYLON, LIMITED.

It is agreed as follows :—

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

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

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

INTERPRETATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Month.—“Month” means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

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

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

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

10. *Increase or reduction of capital.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate,

and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct, and the Company in General Meeting may by special resolution reduce the capital as such special resolution shall direct, and may by special resolution subdivide or consolidate the shares of the Company or any of them.

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

12. *How carried into effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company, or as remuneration for work done for or services rendered to the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

SHARES.

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

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

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

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

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

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

20. *Survivor or joint-holder, other than a firm, only recognized.*—In case of the death of any one or more of the joint-holders of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

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

22. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 38.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

34. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

37. *Transfer Books when to be closed.*—The Transfer Books shall be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First General Meeting; also, when a dividend is declared, for the three days next ensuing the meeting; also at such other times as the Directors may decide, notwithstanding further thirty days in any one year.

TRANSMISSION OF SHARES.

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

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

40. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39, shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the 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.

SHARES (SURRENDER AND FORFEITURE).

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

42. *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators or the trustee or assignee in his bankruptcy requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

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

Forfeiture may be remitted.—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. on the amount of the sums wherein default in payment had been made, but no share *bonâ fide* sold or re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

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

48. *Proceeds how applied.*—The net proceeds of any such sale as aforesaid under the provisions of Articles 43 and 47 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

49. *Certificate of sale.*—A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that the power of sale given by clause 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

50. *Transfer 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.

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

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

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

57. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Seventy-five thousand Rupees (Rs. 75,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any bonds, mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations, of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage or issue any debentures they shall obtain the sanction thereto of the Company in General Meeting, whether ordinary or extraordinary. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

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

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

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

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

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

67. *Quorum to be present.*—No business shall be transacted at a General Meeting, except the declaration of a dividend recommended by a report of the Directors or the election of a Chairman, unless there shall be present in person at the commencement of the business three or more persons, being either Shareholders entitled to vote, or the duly authorized attorneys of Shareholders or persons holding proxies from Shareholders.

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Saffragam Rubber and Tea Company of 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 _____.

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

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

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than five but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Five hundred Rupees (Rs. 2,500), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees (Rs. 2,000), annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Francis John Poyntz Roberts of Palameotta, Rakwana; George Mortimer Crabbe of Mahawale, Ratnapura; George Wilson Greenshields of Hatherliegh, Rakwana; Robert Farquhar Spottiswood Hardie of Colombo; and Harry Gordon Bois of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

94. *To retire annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 95.

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

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

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

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

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

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

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

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

Exceptions.—But the above rule shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

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

103. *Indemnity to Directors and others for their own acts and for the acts of others.*—Every Director or officer, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him respectively in or about the discharge of his respective duties, except such as happen from his respective wilful acts or defaults; and no Director or officer, nor the heirs, executors, or administrators of any Director or officer, shall be liable for any other Director or officer or for joining in any receipt or other acts of conformity, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or 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 otherwise happen through his own wilful act or default.

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

POWERS OF DIRECTORS.

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

106. The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price, without investigation or requiring the production of the vendors', assignors', or lessors' title, and notwithstanding any real or apparent defect in the same, and generally to waive any defect in any title to estate or estates, land or lands, property, rights, or privileges, and to accept such title as in their opinion may be, or may be deemed to be, reasonably sufficient, and to acquire through or cause any such estate or estates, land or lands, property, rights, or privileges to be held by any individual or company as Trustee or Agent for the Company, and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may

appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such reasons as they may think proper and advisable, and without assigning any cause.

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

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

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

110. The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinance and of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no 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.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investment.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board, or any managers, or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company, and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any Agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

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

H. G. BOIS.

R. F. S. HARDIE.

HERBERT BOIS.

T. C. HUXLEY.

STANLEY BOIS.

PERCY BOIS (by his Attorney STANLEY BOIS).

E. M. SHATTOOK.

Witness to the above signatures :

LESLIE W. F. DE SARAM,

Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE CEYLON MANUFACTURERS' COMPANY, LIMITED.

1. The name of the Company is "THE CEYLON MANUFACTURERS' COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (1) To carry on the trade of general household furnishing.
 - (2) To develop the industry of carpentry in the Island by the introduction of economic appliances and by the adoption of scientific and most modern methods of manufacturing.
 - (3) To make art furniture taking ancient, Oriental, and other designs as models.
 - (4) To carry on an export and import trade of furniture and household requisites.
 - (5) To develop the indigenous industries of Ceylon, *e.g.*, button-making, lacquer work, brass work, silver and gold art work, mat-making, lace-making, Ceylon painted wood work, carving, sculpture, toy-making, and all other kindred industries.
 - (6) To purchase and acquire concerns which trade in, or manufacture any of the things above enumerated.
 - (7) To acquire or establish and carry on any other business, manufacturing, exporting, importing, or otherwise which can be conveniently carried on in connection with the Company's general business, and to apply for, purchase or otherwise acquire, any patent or other kindred rights, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to, any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly to benefit this Company, and to use, exercise, develop, and grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
 - (8) To import hardware, &c.
 - (9) To locally manufacture all kinds of building requisites and to export or import them.
 - (10) To introduce new industries calculated to benefit this Company.
 - (11) To establish factories in different centres in the Island for the promotion of the objects of the Company.
 - (12) To import such products from foreign countries as shall have a ready and extensive market in the Island whose importation will directly benefit this Company.
 - (13) To do the business of general commission agents.
 - (14) To establish branches of the Company's business in approved centres.
 - (15) 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, comply with such arrangements, rights, privileges, and concessions.
 - (16) To enter into partnership or into any arrangement for sharing profits, union of interests, 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 person or persons, corporation or company, and to sell, hold, reissue with or without guarantee, or otherwise deal with such share or securities; and to form, constitute, or promote any other Company or Companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
 - (17) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, or otherwise, alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
 - (18) To sell, let, lease, under-lease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys or securities for money, shares, debentures or securities in any other Company or for any other consideration.

- (19) 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.
- (20) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon or return of capital, but so that no distribution amounting to a deduction of capital be made, except with the sanction for the time being required by law.
- (21) To do all such other things as may be necessary, incidental, conducive or convenient to the attainment of the above objects or any of them.

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

4. The liability of the members is limited.

5. The nominal capital of the Company is Two hundred thousand Rupees (Rs. 200,000) divided into 10,000 shares of Rupees Twenty (Rs. 20) each, with power to increase or reduce the capital. The shares forming the capital (original, increased or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
L. W. A. DE SOYSA, Colombo	One
W. DIAS, Colombo	One
B. FERNANDO, Colombo	One
A. S. FERNANDO, Colombo	One
A. H. FERNANDO, Colombo	One

Witness to the above signatures at Colombo, this Fourth day of October, 1907:

JNO. N. KEITH,
Proctor, Supreme Court.

D. B. JAYATILAKA, Colombo	One hundred
THOS. PERERA, Veyangoda	One hundred

Signed in my presence this Fourth day of October, 1907, at Colombo:

W. A. DE MEL,
Proctor, District Court, Colombo.

ARTICLES OF ASSOCIATION OF THE CEYLON MANUFACTURERS' COMPANY, LIMITED.

It is agreed as follows:—

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

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

INTERPRETATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Month.—“Month” means a calendar month.

Writing.—“Writing” means any matter expressed or described upon any substance by means of letters, figures, or marks, or by more than one of these means, it being immaterial by what means or upon what substance the letters, figures, or marks are formed, and includes any matter printed, lithographed, photographed, inscribed, or type-written.

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

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

BUSINESS.

4. *Commencement of business.*—The Company shall purchase and acquire “The Anglo-Oriental Furnishing Company,” Colombo, of which Messrs. Lee, Hedges & Company, Colombo, are the proprietors, if it will appear to the Board of Directors after negotiations with Messrs. Lee, Hedges & Company and after investigating into the affairs of the said Anglo-Oriental Furnishing Company, that its acquisition will be of benefit to the Company; and the Company shall generally proceed to carry out the objects for which it is established and employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit.

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

CAPITAL.

6. *The Capital.*—The nominal capital of the Company is Two hundred thousand Rupees (Rs. 200,000) divided into 10,000 shares of Rs. 20 each share.

INCREASE AND REDUCTION OF CAPITAL.

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

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

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

ALTERATION OF CAPITAL.

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

DIFFERENT CLASSES OF SHARES.

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

PREMIUM ON SHARES.

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

CALLS AND INSTALMENTS.

12. *Differences as regards calls.*—The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

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

SHARES.

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

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

NEW SHARES.

16. *New shares.*—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.

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

18. *Mode of disposing new shares.*—Subject to any direction to the contrary that may be given by the Company in General Meeting, or any provision to the contrary contained in these Articles, all shares being issued shall be offered by the Directors to the registered Shareholders for the time being of the Company, as nearly as possible in proportion to the shares at the time held by them; and such offer shall be made by notice to each such registered Shareholder, specifying the number of shares to which he is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined. Such shares as shall be declined by the Shareholder, to whom the same shall have been offered, or as shall not be accepted by him within the

time specified in that behalf by the Directors, shall after the expiration of such time be disposed of by the Directors in such manner as they think most beneficial to the Company. Provided that the Directors may at their discretion (subject as aforesaid) allot any shares so being issued, or any portion of them, in payment for any estates or lands or other property being purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

SPECIAL PROVISIONS AS TO SHARES.

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

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

GENERAL PROVISIONS AS TO SHARES.

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

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

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

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

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

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

27. *Survivor of joint-holder, other than a firm, only recognized.*—In case of the death of any one or more of the joint-holders of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

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

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

40. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 38, 39, and 41, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

48. *If call or instalment be not paid, notice to be given to Shareholders.*—If any Shareholder fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such shareholder, or his executors or administrators, or his trustees or assignee in insolvency, requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

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

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

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

52. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeitures together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 49 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

62. *Power to borrow.*—The Directors shall have power from time to time as they may find necessary or expedient in the usual course of business at their discretion to borrow or raise from the Directors or other persons, any sum or sums of money for the purpose of furthering the Company on interest at not exceeding ten per cent. per annum, 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).

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

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

64. *Declaration as to borrowing powers.*—A declaration under the Company's seal contained in, or endorsed upon, any of the documents and 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Ceylon Manufacturers' Company, Limited.

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

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

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

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

DIRECTORS.

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

95. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Rupees (Rs. 2,000) and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services the Directors (who are not the Managing Directors) shall be entitled to a fee of Ten Rupees (Rs. 10) for each meeting they attend, to be appropriated out of the funds of the Company, but the Company in General Meeting may at any time alter the amount of such remuneration as they may determine, but such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to. The Managing Directors shall be appointed and remunerated in the manner hereinafter provided.

96. *Appointment of first Directors and duration of their office.*—The first Directors shall be L. W. A. de Soysa, W. Dias, A. S. F. Jayasekera Mudaliyar, H. Bastian Fernando, Thomas Perera Wijeratna Jayawardene Muhandiram, Don Baron Jayatilaka, B.A., and A. H. Fernando, with power to increase their number up to the maximum at their discretion, and such first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but all shall be eligible for re-election.

97. *Managing Directors and their remuneration.*—Not less than two and not more than three of the Directors shall be appointed Managing Directors, and one of the Managing Directors shall be appointed Secretary. The Managing Directors shall be appointed by the Directors, and their appointment will be for such time as the Directors may determine or fix by agreement with the person or persons appointed to the office. The Directors shall have the power to revoke such appointments or any of them and appoint others to fill up the vacancy or vacancies caused by such revocation, and the Directors may impose and confer in writing on the 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. The Managing Directors shall each be paid a travelling allowance of Twenty-five Rupees (Rs. 25) per mensem out of the funds of the Company, and shall not be entitled to any further remuneration out of the capital of the Company. The services of the Managing Directors will, however, be remunerated by giving them for appropriation among themselves in such proportion as they determine fifteen per cent. of the nett profits of the Company, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and may allow them such extra bonus out of the profits as they may determine.

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

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

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

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

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

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

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

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

POWERS OF DIRECTORS.

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

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

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

- (a) If he accepts or holds any office or place of profit (other than Managing Director 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, compounds with his creditors, or is absent from the Island for more than three months.
- (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.

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

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

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

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

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

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

115. The Directors shall have power to open on behalf of the Company an 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.

116. 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 and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, person or persons, upon such terms and in such manner as the Directors shall think fit; and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or a special resolution of the Company is not by law necessary for such purposes; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

118. 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 it is say:—

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company, and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investment.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board, or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company, for the time being, or any other person or Company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or Company, and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

124. *Acts of Board or committee valid, notwithstanding informal appointment.*—The acts of the Board or of any 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.

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

136. *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.

137. *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.

138. *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.

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

140. *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.

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

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

143. *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.

144. *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.

145. *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.

146. *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.

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

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

149. *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.

150. *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.

151. *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.

152. *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.

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

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

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

155. *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.

156. *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.

157. *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* and two of the English Newspapers.

ARBITRATION.

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

EVIDENCE.

159. *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 in the Register of Shareholders of the Company as a holder of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company; and it shall not be necessary to prove the registration of the Company, nor the appointment of the Directors who made any call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

PROVISION RELATING TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

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

L. W. A. DE SOYSA.

W. DIAS.

B. FERNANDO.

A. S. FERNANDO.

A. H. FERNANDO.

Witness to the above signatures at Colombo, this 4th day of October, 1907:

JNO. N. KEITH,
Proctor, Supreme Court.

D. B. JAYATILAKA.

THOS. PERERA.

Signed in my presence at Colombo, on this 4th day of October, 1907:

W. A. DE MEL,
Proctor, District Court, Colombo.

The Uva Rubber Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at Ambewatte House, Slave Island, Colombo, on Monday, October 28, 1907, at 12 noon.

Business.

To confirm the resolution unanimously passed at the Extraordinary General Meeting of the Shareholders held at the Company's Office on October 7, viz. :—

“That Messrs. Harrisons and Crosfield's proposal to take over the Company in terms of Messrs. Crosfield, Lampard, & Co.'s letter of September 10, 1907, addressed to the Agents and Secretaries be accepted.”

Also notice is hereby given that an Extraordinary General Meeting of the Shareholders of the same Company will be held at the Company's office on the same date at 12.15 P.M.

Business.

To pass a Special resolution that the Company be voluntarily wound up.

By order of the Directors,
CUMBERBATCH & Co.,
Agents and Secretaries.

Colombo, October 18, 1907.

The Elpitiya Rubber Company of Ceylon, Limited.

NOTICE is hereby given that the First Ordinary General Meeting of the Shareholders of the Company will be held at noon on Friday, November 1, 1907, 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 August 31, 1907.

To elect three Directors, appoint an Auditor, and transact any other business that may be brought before the meeting.

By order of the Directors,
GEORGE STEUART & Co.,
Agents and Secretaries.

The Ratnapura Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Company will be held at the registered office of the Company, No. 1, Baillie street, Fort, Colombo, on Saturday, October 26, 1907 at 12 noon.

Business.

To confirm the special resolution passed at the Extraordinary General Meeting held on October 5, 1907, viz. :—

“That the Company be wound up voluntarily.”

By order of the Directors,
LEE, HEDGES & Co.,
Agents and Secretaries.

Colombo, October 16, 1907.

The Fernlands 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 Friday, November 1, 1907, 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.

By order of the Directors,
WHITFALL & Co.,
Agents and Secretaries.

Colombo, October 17, 1907.

I, LIYANAGE MARTHELIS FERNANDO of Seeduwa in Dasiya pattu of Alutkuru korale, now at Walahapitiya in Yatakalan pattu of Pitigal korale, do hereby give notice, in terms of the Ordinance No. 1 of 1907, of my intention, three months hence, to apply to the Registrar-General to be admitted and enrolled a Notary Public for the District of Kalutara to practise in the Sinhalese language.

L. M. FERNANDO.

Walahapitiya, October 7, 1907.

I, COLOMBEGE PEDRO DE SILVA of Seedua in the Dasiya pattu of Alutkuru korale, do hereby give notice in terms of the rule 2 of the Schedule 1 B to the Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General to be admitted and enrolled a Notary Public to practise in Sinhalese in the District of Negombo.

C. P. DE SILVA.

Seedua, October 1, 1907.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

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

R. R. DUNUWILLE,
Secretary, Municipal Council.

The Municipal Office,
Colombo, October 15, 1907.

SCHEDULE.

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale: Monday, November 11, 1907.		
Layard's Broadway.		
21 ..	1st and 2nd quarters, 1907 ..	7 A.M.
21A ..	Do.	.. 7. 5 "
23 ..	Do.	.. 7.10 "
24 ..	Do.	.. 7.15 "
27 ..	Do.	.. 7.20 "
28 ..	Do.	.. 7.25 "
33 ..	Do.	.. 7.30 "
34-35 ..	Do.	.. 7.35 "
36 ..	Do.	.. 7.40 "
38 ..	Do.	.. 7.45 "
39 ..	Do.	.. 7.50 "
40-41 ..	Do.	.. 7.55 "
47 ..	Do.	.. 8 "
48 ..	Do.	.. 8. 5 "
50A ..	Do.	.. 8.10 "
59 ..	Do.	.. 8.15 "
59A ..	Do.	.. 8.20 "
60-61 ..	Do.	.. 8.25 "
64 ..	Do.	.. 8.30 "
65 ..	Do.	.. 8.35 "
69 ..	Do.	.. 8.40 "
69A ..	Do.	.. 8.45 "
78 ..	Do.	.. 8.50 "
79 ..	Do.	.. 8.55 "
80 ..	Do.	.. 9 "

Premises No.	Quarter and Year.	Time of Sale.
83 ..	1st and 2nd quarters, 1907 ..	9. 5 A.M.
84 ..	Do.	.. 9.10 "
88-89 ..	Do.	.. 9.15 "
90-91 ..	Do.	.. 9.20 "
92 ..	Do.	.. 9.25 "
96 ..	Do.	.. 9.30 "
97 ..	Do.	.. 9.35 "
98-99 ..	Do.	.. 9.40 "
100 ..	Do.	.. 9.45 "
104 ..	Do.	.. 9.50 "
Nagalagam street.		
8-13 ..	1st and 2nd quarters, 1907 ..	9.55 A.M.
18 ..	Do.	.. 10 "
Date of Sale: Tuesday, November 12, 1907.		
Nagalagam street.		
24-25 ..	1st and 2nd quarters, 1907 ..	7 A.M.
33 ..	Do.	.. 7. 5 "
34 ..	Do.	.. 7.10 "
35 ..	Do.	.. 7.15 "
51-52 ..	Do.	.. 7.20 "
53 ..	Do.	.. 7.25 "
63-67 ..	Do.	.. 7.30 "
175-176 ..	Do.	.. 7.35 "
180 ..	Do.	.. 7.40 "
181 ..	Do.	.. 7.45 "
182-184 ..	Do.	.. 7.50 "
197 ..	Do.	.. 7.55 "
205A ..	Do.	.. 8 "
206 ..	Do.	.. 8. 5 "
207 ..	Do.	.. 8.10 "
212 ..	Do.	.. 8.15 "
213 ..	Do.	.. 8.20 "
221 ..	Do.	.. 8.25 "
222 ..	Do.	.. 8.30 "
227 ..	Do.	.. 8.35 "
231 ..	Do.	.. 8.40 "
232 ..	Do.	.. 8.45 "
232A ..	Do.	.. 8.50 "
233 ..	Do.	.. 8.55 "
234 ..	Do.	.. 9 "
236 ..	Do.	.. 9. 5 "
237 ..	Do.	.. 9.10 "
238 ..	Do.	.. 9.15 "
239-242 ..	Do.	.. 9.20 "
249 ..	Do.	.. 9.25 "
Galkapanawatta.		
1 ..	1st and 2nd quarters, 1907 ..	9.30 A.M.
5 ..	Do.	.. 9.35 "
8 ..	Do.	.. 9.40 "

Premises No.	Quarter and Year.	Time of Sale.
15	1st and 2nd quarters, 1907	9.45 A.M.
16	Do.	9.50 "
17	Do.	9.55 "
18A	Do.	10 "

Date of Sale: Wednesday, November 13, 1907.

Galkapanawatta.

19	1st and 2nd quarters, 1907	7 A.M.
21	Do.	7.5 "
22	Do.	7.10 "
23A	Do.	7.15 "
25	Do.	7.20 "
27	Do.	7.25 "
28	Do.	7.30 "
29	Do.	7.35 "
29A	Do.	7.40 "
29B	Do.	7.45 "
31	Do.	7.50 "
32	Do.	7.55 "
33	Do.	8 "
34-35	Do.	8.5 "
36	Do.	8.10 "
37	Do.	8.15 "
38	Do.	8.20 "
44B	Do.	8.25 "
45	Do.	8.30 "
48	Do.	8.35 "
49	Do.	8.40 "

Urugodawatta.

5B	1st and 2nd quarters, 1907	8.45 A.M.
6-7	Do.	8.50 "
7A	Do.	8.55 "
13	Do.	9 "

Madampitiya.

7A	1st and 2nd quarters, 1907	9.5 A.M.
9	Do.	9.10 "
15	Do.	9.15 "
16	Do.	9.20 "
16A	Do.	9.25 "
24	3rd and 4th quarters, 1906. to 1st and 2nd quarters, 1907	9.30 "
26	1st and 2nd quarters, 1907	9.35 "
27	Do.	9.40 "
34	Do.	9.45 "
39	Do.	9.50 "
46	Do.	9.55 "
46A	Do.	10 "

Date of Sale: Thursday, November 14, 1907.

Madampitiya.

47	1st and 2nd quarters, 1907	7 A.M.
48	Do.	7.5 "
50	Do.	7.10 "
53	Do.	7.15 "
55	Do.	7.20 "
56	Do.	7.25 "
57	Do.	7.30 "
59	Do.	7.35 "
60	Do.	7.40 "
60A	Do.	7.45 "
61	Do.	7.50 "
61A	Do.	7.55 "
62	Do.	8 "
62A	Do.	8.5 "
70	Do.	8.10 "
71	Do.	8.15 "
72	Do.	8.20 "
73	Do.	8.25 "
73A	Do.	8.30 "

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale: Monday, November 11, 1907.		
Keyzer street.		
32	1st and 2nd quarters, 1907	2 P.M.
33	Do.	2.5 "
33A	Do.	2.10 "
40	Do.	2.15 "
42	Do.	2.20 "
44	Do.	2.25 "
45	Do.	2.30 "
50	Do.	2.35 "
53	Do.	2.40 "
59	2nd quarter, 1907	2.45 "
60	1st and 2nd quarters, 1907	2.50 "
62	Do.	2.55 "
64	Do.	3 "
65	Do.	3.5 "

Prince street.

1	1st and 2nd quarters, 1907	3.10 P.M.
1A	Do.	3.15 "
2	Do.	3.20 "
4	Do.	3.25 "
6	Do.	3.30 "
9	2nd quarter, 1907	3.35 "
10	1st and 2nd quarters, 1907	3.40 "
11	Do.	3.45 "
12	Do.	3.50 "
21	2nd quarter, 1907	3.55 "
28	1st and 2nd quarters, 1907	4 "
29	Do.	4.5 "
30	Do.	4.10 "
33	Do.	4.15 "
36	Do.	4.20 "
37	Do.	4.25 "
38	Do.	4.30 "
46	Do.	4.35 "
50	Do.	4.40 "
58	Do.	4.45 "
59	Do.	4.50 "
60	Do.	4.55 "
61	2nd quarter, 1907	5 "

Date of Sale: Tuesday, November 12, 1907.

62	1st and 2nd quarters, 1907	2 P.M.
63	Do.	2.5 "
65	Do.	2.10 "
66	Do.	2.15 "
67-68	Do.	2.20 "

Maliban street.

3	1st and 2nd quarters, 1907	2.25 P.M.
9	Do.	2.30 "
10	2nd quarter, 1907	2.35 "
19	1st and 2nd quarters, 1907	2.40 "
24	Do.	2.45 "
25	Do.	2.50 "
26	Do.	2.55 "
28	Do.	3 "
30	Do.	3.5 "
31	2nd quarter, 1907	3.10 "
32	1st and 2nd quarters, 1907	3.15 "
33	Do.	3.20 "
42	Do.	3.25 "
45	Do.	3.30 "
50	Do.	3.35 "
63	Do.	3.40 "
64	Do.	3.45 "
65	Do.	3.50 "
66	Do.	3.55 "
77	Do.	4.5 "
80	Do.	4.10 "
85	Do.	4.15 "
86	Do.	4.20 "
92	Do.	4.25 "
93	Do.	4.30 "
96	Do.	4.35 "

Premises No.	Quarter and Year.	Time of Sale.
Norris road.		
3 ..	1st and 2nd quarters, 1907 ..	4.40 P.M.
6 ..	Do.	.. 4.45 ..
10 ..	Do.	.. 4.50 ..
12 ..	Do.	.. 4.55 ..
15 ..	Do.	.. 5 ..

Date of Sale : Wednesday, November 13, 1907.

Norris road.		
16 ..	1st and 2nd quarters, 1907 ..	2 P.M.
19 ..	Do.	.. 2.5 ..
21 ..	Do.	.. 2.10 ..
26A ..	Do.	.. 2.15 ..
27 ..	Do.	.. 2.20 ..
32 ..	Do.	.. 2.25 ..
First lane.		
1 ..	1st and 2nd quarters, 1907 ..	2.30 P.M.
2 ..	Do.	.. 2.35 ..
3 ..	Do.	.. 2.40 ..
6 ..	Do.	.. 2.45 ..
7-8 ..	Do.	.. 2.50 ..
9 ..	Do.	.. 2.55 ..
13 ..	Do.	.. 3 ..

Second lane.		
2 ..	1st and 2nd quarters, 1907 ..	3.5 P.M.
3 ..	Do.	.. 3.10 ..
4 ..	Do.	.. 3.15 ..
5 ..	2nd quarter, 1907	.. 3.20 ..
6 ..	Do.	.. 3.25 ..
9 ..	1st and 2nd quarters, 1907 ..	3.30 ..
10 ..	Do.	.. 3.35 ..
11 ..	Do.	.. 3.40 ..
12 ..	Do.	.. 3.45 ..
13 ..	Do.	.. 3.50 ..
14 ..	Do.	.. 3.55 ..
16 ..	Do.	.. 4 ..
17 ..	2nd quarter, 1907	.. 4.5 ..
18 ..	1st and 2nd quarters, 1907 ..	4.10 ..
19 ..	Do.	.. 4.15 ..
20 ..	2nd quarter, 1907	.. 4.20 ..
22 ..	1st and 2nd quarters, 1907 ..	4.25 ..
23 ..	Do.	.. 4.30 ..
26 ..	Do.	.. 4.35 ..

Mitcho's lane.		
1 ..	1st and 2nd quarters, 1907 ..	4.40 P.M.
3 ..	Do.	.. 4.45 ..
4 ..	Do.	.. 4.50 ..
5 ..	Do.	.. 4.55 ..
6 ..	Do.	.. 5 ..

Date of Sale : Thursday, November 14, 1907.

Mitcho's lane.		
7 ..	1st and 2nd quarters, 1907 ..	2 P.M.
9 ..	Do.	.. 2.5 ..
9A ..	Do.	.. 2.10 ..
10 ..	Do.	.. 2.15 ..
11 ..	Do.	.. 2.20 ..
12 ..	Do.	.. 2.25 ..
13 ..	Do.	.. 2.30 ..
14 ..	Do.	.. 2.35 ..
15 ..	2nd quarter, 1907	.. 2.40 ..
18 ..	1st and 2nd quarters, 1907 ..	2.45 ..
19 ..	Do.	.. 2.50 ..
21 ..	Do.	.. 2.55 ..
22 ..	2nd quarter, 1907	.. 3 ..
23 ..	Do.	.. 3.5 ..
Caffer lane.		
1 ..	2nd quarter, 1907	.. 3.10 P.M.
2 ..	1st and 2nd quarters, 1907 ..	3.15 ..
2A ..	Do.	.. 3.20 ..
12 ..	Do.	.. 3.25 ..

Premises No.	Quarter and Year.	Time of Sale.
Front street.		
2 ..	1st and 2nd quarters, 1907 ..	3.30 P.M.
4-8 ..	2nd quarter, 1907	.. 3.35 ..
9 ..	1st and 2nd quarters, 1907 ..	3.40 ..
10 ..	Do.	.. 3.45 ..
11 ..	Do.	.. 3.50 ..
13 ..	Do.	.. 3.55 ..
15 ..	Do.	.. 4 ..
17 ..	Do.	.. 4.5 ..
18 ..	Do.	.. 4.10 ..
19 ..	Do.	.. 4.15 ..
20 ..	Do.	.. 4.20 ..
21 ..	Do.	.. 4.25 ..
22-23 ..	Do.	.. 4.30 ..

1st Cross street.		
5 ..	1st and 2nd quarters, 1907 ..	4.35 P.M.
6 ..	Do.	.. 4.40 ..
7 ..	Do.	.. 4.45 ..
8 ..	Do.	.. 4.50 ..
15 ..	2nd quarter, 1907	.. 4.55 ..
16 ..	Do.	.. 4.50 ..

Front street.		
3 ..	1st and 2nd quarters, 1907 ..	4.55 P.M.

MUNICIPALITY OF COLOMBO.

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

R. R. DUNUWILLE,
Secretary.

The Municipal Office,
Colombo, October 15, 1907.

LIST.		
Premises.	No.	Date postponed to
Original Date of Sale : October 7, 1907.		
Maligawatta ..	2 ..	October 23, 1907
Do. ..	5 ..	do.
Do. ..	6 ..	do.
Do. ..	7a ..	do.
Do. ..	11 ..	do.
Do. ..	12 ..	do.
Do. ..	14 ..	do.
Do. ..	15 ..	do.
Do. ..	18 ..	do.
Do. ..	20 ..	do.
Do. ..	25 ..	do.
Do. ..	25a ..	do.
Do. ..	25b ..	do.
Do. ..	28 ..	do.
Do. ..	30 ..	do.
Do. ..	31 ..	do.
Original Date of Sale : October 8, 1907.		
Maligawatta ..	38 ..	October 24, 1907
Do. ..	39 ..	do.
Do. ..	39b ..	do.
Do. ..	43 ..	do.
Do. ..	46 ..	do.
Do. ..	48 ..	do.
Do. ..	55a ..	do.
Do. ..	58 ..	do.
Do. ..	60 ..	do.
Do. ..	64 ..	do.
Do. ..	64a ..	do.
Do. ..	65 ..	do.

Premises.	No.	Date postponed to	No.	No.	Date postponed to
Maligawatta	67	October 24, 1907	Maligawatta	75a	October 25, 1907
Do.	68	do.	Do.	76	do.
Do.	70	do.	Do.	77	do.
Do.	71	do.	Do.	78	do.
			Do.	79	do.
			Do.	80	do.
			Do.	81	do.
			Do.	83b	do.
			Do.	84a	do.
			Do.	100	do.
			Do.	101	do.

Original Date of Sale : October 9, 1907.

MUNICIPALITY OF KANDY.

EACH of the properties, of which particulars are given in the under-mentioned lists, seized in virtue of warrants issued by the Chairman, will be sold on the spot in the order stated, under authority of section 21 of the Municipal Councils' Amendment Ordinance, No. 1 of 1896 :

List R, on Thursday, November 14, 1907, commencing at the first-named premises at 8 o'clock A.M.

List S, on Friday, November 15, 1907, commencing at the first-named premises at 8 o'clock A.M.,

unless in the meantime the amount of rates and taxes and of costs due on each property respectively be paid. The order and course prescribed by Ordinance No. 6 of 1873 will be followed.

By order,

JAS. JAYETILEKE,
Secretary.

The Municipal Office,
Kandy, October 14, 1907.

LIST R.

No.	Description of Property.	Reputed Owner.
<i>Trincomalee street.</i>		
B	House and land	A. Uduma Lebbe Marikar
58A	Do.	E. R. Girihagama
98	Do.	O. S. Mohamado
99 and 100	Houses and lands	M. Ameer's estate
101	House and land	A. R. Cassi Lebbe
134 and 295	Houses and lands	Abdul Rahiman
192	House and land	Saripah Umma
188	Do.	W. J. Perera
172	Do.	J. Wijesinghe
144	Do.	Assayi Natchie
146	Do.	Sinne Lebbe Marikar
151	Do.	C. L. M. E. Abudeen
161 to 164	Houses and lands	S. L. Mohamado Allie
174	House and land	Miskin
181 to 184	Houses and lands	S. Madar Saibo
230	House and land	M. P. C. L. Marikar
284 and 285	Houses and land	Ahamado Meera Natchy
342 and 343	Do.	Don Cornelis Appuhamy
351 and 353A	Do.	S. B. Marikar
336	House and land	James Perera
<i>Colombo street.</i>		
1A	House and lands	A. Cader Saibo
179	Do.	Bibile Bandara Manika
<i>Castle Hill street.</i>		
85A to C	Houses and lands	O. L. M. Mohamado
104	House and land	Casim Ismail
118A to E	Houses and land	Kataragama Dewala
<i>Brownrigg Street.</i>		
62	House and land	Cader Umena
<i>Kirk street.</i>		
2 and 3	Houses and land	I. K. M. Ahamado Lebbe
<i>Cross street.</i>		
24 to 27	Houses and lands	A. Cader Saibo
<i>Hill street.</i>		
18A and 19	Houses and land	Mrs. Brodie
23	House and land	Slaymat Lebbe
38	Do.	S. Mohamado

No.	Description of Property.	Reputed Owners.
	<i>King street.</i>	
16 and 17 ..	Houses and land ..	A. Cader Saibo
37 ..	House and land ..	do.
	<i>Temple street.</i>	
A & B ..	Houses and land ..	S. A. L. Marikar
	<i>Victoria Drive.</i>	
7 ..	House and lands ..	Mrs. E. Skeen
LIST S.		
	<i>Cemetery road.</i>	
16A to B ..	Houses and land ..	Caduruvail, Lessee
25 ..	House and land ..	H. A. Charles Perera
	<i>Katugastota road.</i>	
4 ..	Land ..	Casi Lebbe
24 ..	House and land ..	I. L. M. Ahamado Lebbe
30 ..	Do. ..	Isa Umma
39 ..	Do. ..	Pakir Mohamado Tamby
89 and 91 ..	Houses and land ..	H. M. Jayetileke Monarasinghe
152 and 153 ..	Do. ..	Mudalihamy Vedarala
160 ..	House and land ..	W. M. Tikirimanika
243 to 245 ..	Lands ..	S. Isbu Saibo
	<i>Lady Torrington's road.</i>	
1, 1A & B ..	Houses and lands ..	Padris Appu
6, 7, and 8 ..	Do. ..	W. E. Weerasinghe
	<i>Udamadapota.</i>	
8 ..	House and land ..	Ibrahim Lebbe

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a Meeting of the Municipal Council of Galle held in the Municipal Office on September 14, 1907, at 1.45 p.m.

Present :—C. M. Lushington, Esq., Chairman; D. G. Goonawardena, Esq.; Dr. E. Ludovici; F. E. Abeysondera, Esq.; C. P. Hayley, Esq.; M. Macan Markar, Esq.; L. M. Acland, Esq.; and Dr. J. H. Ebell.

1. Before proceeding with the business aid down in the Agenda the Chairman, with the leave of Council, stated that it was very likely that His Excellency the Governor would be paying this town a visit at an early date, and suggested that some arrangements be made to accord him a suitable welcome.

Dr. E. Ludovici moved—That Messrs. D. G. Goonawardena, C. P. Hayley, and F. J. de Vos be appointed a Special Committee to make the necessary arrangements, and that a sum of Rs. 300 be voted for the purpose

Mr. Macan Markar seconded.—Carried.

2. Read and confirmed Minutes of Meeting held on August 10, 1907.

3. Submitted memorandum No. 014,694 of August 26, 1907; from the Hon. the Colonial Secretary, forwarding letter No. 1,040 of August 21, 1907, from the Acting Director of Public Works *re* Galle Water Supply Scheme.—Read.

4. Submitted papers *re* Segregation Camp for Infectious Diseases.—Deferred for next Meeting.

5. Submitted papers *re* Complaints by Night Soil Contractor.—Deferred for next Meeting.

6. Submitted remarks of Audit for June-July, 1907.

No. 1. Resolved—That the charge be passed without production of the taxed bill, the Council's lawyer having certified that the amount was actually due.

No. 2. Resolved—That the charge be passed, and that the Auditor be informed that it is a matter of legal etiquette that an Advocate should not give receipts to clients.

No. 4. Resolved—That the Auditor be requested to withdraw his further remarks "as being offensive."

7. Submitted papers *re* excess of leave granted to W. Coopman, Market Master, Kaluwella, from August 24 to September 24, 1907.

Resolved—That the leave granted by the Chairman be confirmed.

8. The following documents were laid on the table :—

(1) Accounts to end of August, 1907.

(2) Progress Report of Works to end of August, 1907.

(3) Sanitary Officer's Report for August, 1907.

(4) Reports of Inspector of Vehicles and Animals on Carriages plying for hire during August, 1907.

(5) Diary of Sanitary Officer.

(6) Diary of Manager, Health Department.

Confirmed :

C. M. LUSHINGTON,
Chairman, Municipal Council.

The Municipal Office,
Galle, October 12, 1907.

Progress Report of Works done brought up to September 30, 1907.

	Amount of		Expenditure		Expenditure up to		Balance.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Upkeep of roads	12,000	0	761	4	9,455	78a	2,544	22
Upkeep of bridges	600	0	—	—	429	19b	170	81
Upkeep of Municipal buildings	600	0	36	92	508	90c	91	10
Clearing canals	2,000	0	83	12	822	28	1,177	72
Improving drainage, Fort	500	0	—	—	1	12d	498	88
Improving drainage, suburbs	1,400	0	165	92	945	19e	454	81
Minor works	500	0	508	49	687	85f	—	—
Rebuilding wall, Keppu-ela	2,000	0	131	61	1,105	15g	894	85
Waterworks, electric light of Town Hall	11,000	0	—	—	13,000	0h	—	—
Conservancy of Victoria Park	1,100	0	72	42	673	19	426	81
Acquisition of land	1,000	0	—	—	19	20i	980	80
Building goat pound, Kaluwella	250	0	—	—	249	47j	0	53
Repairs and upkeep of carts	300	0	12	25	260	1k	39	99
Building new iron hand-carts	240	0	—	—	240	0l	—	—
Building new latrine carts	300	0	—	—	300	0m	—	—
Building new scavenging carts	200	0	—	—	200	0n	—	—
Upkeep of cemetery	60	0	—	—	8	92o	51	8

(a) Metalled 142 lines, patched with metal 294 squares, used 734 cubes of metal, gravelled 57½ lines, used gravel 181 cubes, trimmed and lowered sides 1,993 lines, cleared side drains 999 lines, patched with gravel 38 squares, and stacked metal outside jail wall.

(b) Repair of bridges and purchased 65 bridge planks.

(c) Repair of latrines, repair of fruit market stalls, repair of meat market, repair of cooly line, repair of Dewatta market, and repair of Municipal Office.

(d) Repair of side drain, Middle street.

(e) Repair of side drain, Kumbalwella road, and built cross drain, Havelock road.

(f) Repair of approach road to drinking wells, Talbot Town; repair of dog pan, repair of storeroom, making notice board, cost of tennis net, cost of six bells, and purchased teak for Pavilion railing.

(g) Building retaining wall, Keppu-ela.

(h) Cost of preparing detailed plan and estimate for Galle water supply, and including amount placed in fixed deposit.

(i) Cost of survey for making alley.

(j) Building goat pound at Kaluwella slaughter-house.

(k) Repaired 3 wheel-barrow, 7 scavenging carts, 6 latrine carts, and altering 2 latrine carts into bucket carts and tarring and numbering carts.

(l) Built 3 new iron hand-carts.

(m) Built 2 new latrine carts.

(n) Built 2 new scavenging carts.

(o) Repaired Dadalla cemetery gate and cost of padlock.

D. M. MOREIRA,
Secretary.

Health Officer's Report for the Month of September, 1907.

Scavenging was more satisfactorily attended to.

Drainage.—Flushing of built drains was not properly attended to.

Water supply.—Drinking water from Labudowa was good.

Alleys were kept clean.

Dairies were well kept.

Bakeries were kept in good order

Markets were well kept.

Cattle 221 and goats 209 were passed during the month.

Night soil depôt was well kept.

Latrines were well kept.

General Health.—Few cases of dysentery were reported.

CHARLES E. DE SILVA, M.B., M.R.C.S., &c.,
Health Officer.

MUNICIPALITY OF GALLE.

IN terms of section 8 of Ordinance No. 5 of 1899, I hereby give notice that the licenses for the sale of opium by retail within the limits of the Municipality of Galle for the year commencing January 1, 1908, will be four in number. The said licenses will be offered for sale by tender.

2. Sealed tenders addressed to the Chairman, Municipal Council, Galle, will be received at the Galle Kacheheri up to 1 P.M., November 5, 1907, for the purchase of all or any of the following licenses for the sale of opium by retail within the Galle Municipality, viz., at (1) High street bazaar, (2) Pettigalawatta, (3) China garden, (4) Kaluwella, for the year 1908, on the conditions hereinafter mentioned, and subject to the provisions of the Opium Ordinances of 1899, 1903, 1904, and 1905.

3. No tender will be considered unless the tenderer is present in person, or by his agent duly authorized in writing, at the Galle Kacheheri at 1 P.M., November 5, 1907, and is prepared to deposit forthwith one-third of the amount of his tender.

4. In the event of two or more tenders being for an equal amount or not being satisfactory the Chairman will forthwith put up the rents for sale by public auction or otherwise dispose of the license in accordance with the provisions of the Opium Ordinances, Nos. 5 of 1899 and 14 of 1903.

5. Every tender must contain the full name and address of the person tendering.

6. The Chairman does not bind himself to accept the highest or any tender.

7. The person whose tender or bid is accepted, will become the purchaser of the license, and shall forthwith make payment of one-third of the amount of his tender or bid and comply with the conditions.

8. Copies of conditions may be obtained on application at this office.

9. The sale of opium by retail means that the quantity to be sold at any one time to any individual, except to a licensed retail vendor, shall not exceed 180 grains.

The Municipal Office,
Galle, October 10, 1907.

By order,

D. M. MOREIRA,
Secretary.

Conditions subject to which Retail Licenses are issued.

1. The purchaser of a license to sell opium by retail shall, immediately on his being declared by the proper authority to be the purchaser, pay in cash one-third of his bid, which sum shall be held by the proper authority as security, but cannot be used for payment of any of the instalments of the amount of the bid except those for the last four months. He shall pay the amount of the bid in twelve equal monthly instalments on the last day of every month during the currency of his rent, the first instalment to be paid on January 31, and shall pay interest at 9 per cent. per annum for every day for which an instalment is in arrear. The security money may be at the request of the purchaser placed in fixed deposit at any bank to be selected by him, and shall be at the risk of the purchaser. Should any instalment not be paid on the due date the proper authority may resell the license, or so much of the term thereof as may be unexpired, at the risk of the purchaser.

2. The store or premises hereby licensed must be fully described in the body of this license, which shall apply to the premises so described and nothing more.

3. The premises hereby licensed shall not have internal communication with any other buildings or premises.

4. The premises hereby licensed shall be kept clean and in good sanitary condition.

5. It shall be the duty of the person in charge of the premises hereby licensed to open them for inspection on the demand of any person appointed an Inspector by the proper authority in writing, or of any police officer not below the rank of Inspector. The person in charge shall also be bound to produce all books, documents, or accounts with reference to the receipt or disposal of opium which he has in his possession, and to weigh, if specially called on to do so, in the presence of the Inspector or police officer, all opium in stock or on the premises at the time of the inspection; he shall also explain to the best of his ability any discrepancy that may be found to exist between the quantity of opium in stock and the quantity which according to the books ought to be in stock at the time of inspection.

6. No opium shall be consumed on the premises hereby licensed.

7. No opium kept on the premises hereby licensed shall be adulterated or deteriorated in any way.

8. No disorderly conduct shall be permitted on the premises hereby licensed.

9. No opium shall be delivered on the premises hereby licensed to any person who is under the influence of liquor or opium, or who is apparently under the age of fifteen years.

10. No opium shall be delivered on, or from, or received into, the premises hereby licensed between the hours of eight at night and six in the morning.

11. There shall be kept on the premises hereby licensed a bound Stock Book with numbered pages. A copy of such book for the premises hereby licensed will be delivered free by the proper authority to the licensee when he takes out his license. If a new book is required, it must be purchased by the licensee from the proper authority, to whom the previous book must be delivered.

12. It shall be the duty of the licensee to see that all receipts and disposals of opium are regularly entered in the Stock Book immediately the transaction takes place, all the columns in the book being correctly filled in and the quantity in stock at the beginning and end of the day being clearly shown.

13. It shall also be the duty of the licensee to see that on or before the second or each month there is transmitted to the Inspector-General of Police a correct copy of the Stock Book.

14. It shall be the duty of the Inspector-General of Police to issue to the licensee a receipt for such correct copy when it has been received. In the event of the licensee not receiving such receipt within a week of his posting the correct copy, it shall be his duty to communicate with the Inspector-General of Police and ascertain whether such correct copy has been received, and if it has miscarried to supply a duplicate.

15. It shall be the duty of the licensee before he receives his license to submit to the proper authority a list giving the names of the persons whom he proposes to employ on the premises hereby licensed. Such statement shall contain the full name and description of each employé, and specify the nature of the work which he is to perform. All such persons must be over the age of twenty-one years, and the proper authority

must be satisfied that they are of good character. No person whose name has not been endorsed on this license by the proper authority shall be employed by the licensee to take charge of, receive, or sell opium on his account, and the licensee shall not permit any one whose name is not so endorsed to perform any of the above duties.

16. The licensee may from time to time apply to the proper authority to make such alterations as seem desirable in the list of persons employed; such alterations shall be endorsed on this license, and the licensee on receiving a notice from the proper authority to remove any person employed on the premises hereby licensed shall within one week of his receiving such notice produce this license to the proper authority so that the name of such employé may be erased from this license. Such person shall then be disqualified for employment in the premises hereby licensed.

17. It shall be the duty of the licensee to see that a board having the number of this license, the name of the licensee, and the words "Licensed to Sell Opium by Retail," legibly painted upon it is kept affixed to some conspicuous part of the premises hereby licensed.

18. No business or occupation except the sale of opium or cigars shall be carried on in the premises hereby licensed.

19. No opium shall be sold except for cash paid on the spot.

20. It shall be the duty of the licensee to make an entry in the column "Remarks" in the Stock Book, giving the full name and address of the purchaser and giving the quantity sold whenever opium exceeding 4 drams in weight is sold.

21. The licensee shall keep on the premises hereby licensed and have available for use at all times a true set of scales and the following standard weights:—

Avoirdupois : $\frac{1}{4}$ oz., $\frac{1}{2}$ oz., 2 oz., 4 oz., 8 oz., 1 lb., 2 lb., 4 lb., 7 lb.

22. The licensee shall observe the rules hereinafter mentioned for keeping his books.

Specimen Page of Stock Book for Retail Dealers in Opium.

Date.		lb. oz. dr.	From whom received.	Remarks.
June 1.—	Balance of opium in hand ..	17 8 4		
	Received ..	10 8 2	Juwan Pulle, whole-sale dealer, No 1	
	Total ..	28 0 6		
	Issued ..	1 7 9		
	Balance on closing ..	26 8 13		
June 2.—	Received ..	Nil		
	Total ..	26 8 13		
	Issued ..	0 15 5		
	Balance on closing ..	25 9 8		
June 3.—	Received ..	Nil		
	Total ..	25 9 8		
	Issued ..	2 7 1		8 oz. issued to John Fernando, Chemist, No. 27, Main street.

Rules for keeping the Stock Book.

NOTE.—Two copies of these rules in English and both native languages must be fastened securely inside each cover of the Stock Book.

This book must be kept in avoirdupois measure.

Avoirdupois Weight.

16 drachms	= 1 oz.
16 oz.	= 1 lb.
28 lb.	= 1 quarter.
4 qrs.	= 1 cwt.
20 cwt.	= 1 ton.

N.B.—180 grains is equal to 6.582 drams avoirdupois, i.e., is less than 7 drams.

MUNICIPALITY OF GALLE.

NOTICE is hereby given that on Friday, October 25, 1907, at 2 P.M., will be put up for re-sale at the Galle Kachcheri, at the risk of the original purchaser, for the period mentioned below, the under-mentioned toll rent, the original purchaser of which may have failed to pay on or before that date the instalment for the month of September, 1907, or any part thereof that may be due and owing on that date.

The purchaser at the re-sale should deposit one-sixth of the purchase amount on the day of sale.

If the rent is not disposed of at the re-sale, action will be taken against defaulters in terms of the provisions of the Ordinance No. 21 of 1905.

From November 1 to December 31, 1907.

Toll at Gintota on the south side of the Gintota bridge.

The Municipal Office,
Galle, October 10, 1907.

D. M. MOREIRA,
Secretary, M.C.
for C. M. LUSHINGTON,
Chairman, M. C.

LOCAL BOARD NOTICES.

NOTICE is hereby given that a Meeting will be held at 1 P.M., on Monday, December 2, 1907, at the Kurunegala Kachcheri, to elect three Unofficial Members of the Local Board of Health and Improvement of the town of Kurunegala for the years 1908 and 1909, under the provisions of the 8th clause of the Local Boards' Ordinance.

E. T. MILLINGTON,
Local Board Office, for Chairman.
Kurunegala, October 14, 1907.

RESOLVED—That a tax be and the same is hereby imposed for the year 1908 upon every male residing within the limits of the town of Kurunegala who would have been liable, under the provisions of the Ordinance No. 10 of 1861, for the performance of labour for the maintenance of the roads or other public means of communication if the Ordinance No. 31 of 1884 had not been passed, such tax to be payable in six days' labour, or by a money payment of Rs. 2 on or before March 31, 1908, in commutation of such labour.

G. S. SAXTON,
Chairman, Local Board.
Office of the Local Board,
Kurunegala, October 16, 1907.

NOTICE is hereby given to persons residing within the limits of the Local Board of Kurunegala, that the Board, acting under the provisions of chapter IX., section 56, of the Ordinance No. 2 of 1901, has resolved that an annual tax be imposed for the year 1908 on all carriages, carts, hackeries, horses, ponies, mules, and asses, kept or used within the limits of the Local Board, Kurunegala, at the rate specified in the schedule hereunto annexed:—

	Rs. c.
For every carriage ..	2 50
For every double bullock cart ..	1 50
For every hackery or single bullock cart ..	1 0
For every jinricksha ..	0 50
For every horse, pony, or mule ..	1 0
For every ass ..	0 50

G. S. SAXTON,
Chairman, Local Board.

Office of the Local Board,
Kurunegala, October 16, 1907.

ROAD COMMITTEE NOTICES.

Darawella-Annfield Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1907, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday October 26, 1907, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

DARAWELLA-ANNFIELD ROAD.

Government moiety ..	Rs. 747.00
Private contributions ..	Rs. 750.75

1st section, 32.85 lines.		
Proprietors or Agents.	Estates.	Acreage.
Hon. Mr. J. N. Campbell ..	Darawella ..	615
1st to 2nd section, 1 mile 17.65 lines.		
Carson & Co. ..	Hadley ..	228
1st to 3rd section, 1 mile 32.56 lines.		
D. Kerr ..	Invery ..	513
R. H. S. Scott ..	Ottery (excluding Stamford Hill) ..	243
1st to 4th section, 2 miles, 19.07 lines.		
R. H. S. Scott ..	Ottery (Stamford Hill division) ..	138
1st to 5th section, 2 miles, 31.84 lines.		
A. Craib ..	St. Leys ..	130

Proprietors or Agents.	Estate.	Acreage.
1st to 6th section, 3.50 miles.		
Cumberbatch & Co. ..	Annfield ..	289
Do. ..	Rahanwatta ..	308

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

J. P. LEWIS,
Chairman.

Provincial Road Committee's Office,
Kandy, October 3, 1907.

Rangalla-Nitre Cave Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1907, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, October 26, 1907, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the contributions:—

RANGALLA-NITRE CAVE ROAD.

	Rs. c.
Government moiety ..	612.0
Private contributions ..	615.8

Proprietors or Agents.	Estates.	Acreage.
1st and 2nd sections, 1½ mile.		
The Rangalla Tea Co., Ltd. (Wm. Sinclair); Agents, Whittall & Co.	.. Rangalla	.. 130
1st to 3rd section, 2¼ miles.		
The Rangalla Tea Co., Ltd. (Wm. Sinclair); Agents, Whittall & Co.	.. Poodelgodde	.. 331
1st to 4th section, 3 miles.		
The Rangalla Tea Co., Ltd. (Wm. Sinclair); Agents, Whittall & Co.	.. Madultenne	.. 202
1st to 5th section, 3¾ miles.		
The Rangalla Tea Co., Ltd. (Wm. Sinclair); Agents, Whittall & Co.	.. Kaladuriya	.. 216
A. H. Kerr & Beilby	.. Ferndale	.. 310
R. Ellis, Lessee	.. Leangapella	.. 321
C. J. Pattenson	.. Peru	.. 138
P. G. Wood	.. Esperanza	.. 523
Do.	.. Mount Mar and Winchfield Park	.. 500
R. H. Ellis	.. St. Martins	.. 594
Burnside Tea Co. (C. E. Miller)	Wattegalla	.. 250

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

J. P. LEWIS,
Chairman.

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

Dikoya Branch Roads.

NOTICE is hereby given that in terms of "The Branch Roads Ordinance, No. 14 of 1896," a general meeting of the proprietors or resident managers of the estates interested in the Dikoya Branch Roads, viz., Norwood-Campion, Wanarajah, and Bathford Valley, will be held at Norwood on Thursday, October 24, 1907, at 3.30 P.M.

Business.

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

for an assessment on the private contributions on the maintenance estimates for 1907, viz.:

	Rs.	c.
Norwood-Campion road	3,778	89
Wanarajah road	950	75
Bathford Valley road	1,401	0

and to transact such other business as may come before it.

J. P. LEWIS,
Chairman.

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

Gleniyon Preston Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a general meeting of the proprietors or resident managers of the estates interested in the Gleniyon-Preston road will be held at Gleniyon Factory on Thursday, October 24, 1907, at 3.30 P.M., for the purpose of electing a Local Committee to perform the duties imposed by the said Ordinance for a term of two years.

N.B.—The meeting must consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage, and the Local Committee must consist of not less than three nor more than five members.

J. P. LEWIS,
Chairman.

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

Dolosbage Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1907, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, October 26, 1907, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

DOLOSbage ROAD (second section to Barnagala Gap).	
Government moiety	.. Rs. 1,824-00
Private contributions	.. Rs. 1,833-17

1st section, 1 mile.		
Proprietors or Agents.	Estates.	Acreage.
Craighead Tea Company	Cholankandie	.. 294
1st to 3rd section, 3 miles.		
J. Aymer and heirs of J. Allan	.. Monte Christo	.. 260
1st to 4th section, 4 miles.		
Craighead Tea Company	Craighead	.. 712
1st to 5th section, 5 miles.		
G. Steuart & Co.	.. Hillside	.. 351
Do.	.. Paragalla	.. 418
C. Mackwood & Co.	.. Raxawa	.. 316
1st to 6th section, 6 miles.		
C. Laing	.. Mossville	.. 436
Do.	.. Malgolla and Mabulhena	.. 460
Tea Corporation, Limited (Mr. Forsyth, Agent)	Pen-y-lan	.. 920
Kellie Tea Plantation Company	.. Kellie Group	.. 1,000
W. B. Swan	.. Tamaravelly	.. 1,351
1st to 7th section, 6¼ miles.		
Mackwood & Co.	.. Barnagala and Allagalla	.. 846
M. Elton Lane	.. St. Catherine	.. 433
Ederapola Tea Company	St. Helen	.. 303
Boustead Brothers	.. Gallemudana and Grame	.. 1,292
Do.	.. Kintore	.. 200
Do.	.. Meanagala	.. 375
Do.	.. Windsor Forest	.. 1,109
Do.	.. St. Rumbolds	.. 170
The Galaha Ceylon Tea Estate and Agency Co., Ltd.	.. Kelvin	.. 944

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

J. P. LEWIS,
Chairman.

Provincial Road Committee's Office,
Kandy, October 9, 1907.

Tientsin Bridge and Approach Road.

NOTICE is hereby given that in terms of section 18 of the Branch Roads Ordinance, No. 14 of 1896, a general meeting of the proprietors or resident managers of the estates interested in the Tientsin bridge and its approach road, for the construction of which a vote of Rs. 2,885 has been passed by the Legislative Council, will be held at Norwood on Thursday, October 24, 1907, at 3.30 P.M., for the purpose of electing a Local Committee to perform the duties imposed by the Ordinance for two years. Notice is also given that the Local Committee will, as soon as elected, after receiving objections, if any, and taking evidence, if necessary, proceed to determine—

- (1) The estates which, in their opinion, are interested in and will use the bridge and the approach road;
- (2) The acreage or reputed acreage of the land belonging to each estate;
- (3) The names of the proprietors, resident managers, or superintendents, and of the agents—

to make report to the Provincial Committee for an assessment on the private contribution of Rs. 3,021.

N.B.—The general meeting for the election of the Local Committee must consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage, and the Local Committee must consist of not less than three nor more than five members.

J. P. LEWIS,
Chairman.

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

Dotale Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1907, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, October 26, 1907, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

DOTALE ROAD (between Wattegama near Railway bridge and Elkaduwa).

Government moiety .. Rs. 1,195
Private contributions .. Rs. 1,201

Proprietors or Agents.	Estates.	Acreage
1st to 3rd section, 2.53 miles.		
Mackwood & Co.	Inchstelly	110
H. A. Beachcroft	Muttotte	40

1st to 7th section, 6.53 miles.

E. G. Simpson	Simpson's Land	150
Colombo Commercial Company, Limited. (J. G. Wardrop)	Hunasgiriya	1,250

Proprietor or Agents. Estates. Acreage.
1st to 8th section, 7.53 miles.

S. Velepillai & Sons	Tanahena	52
G. A. Mackenzie	Talingamadde	75

1st to 9th Section, 8.18 miles.

Bosanquet & Co.	Algooltenna, Hap- puwidde, Kitul- galla, Dotalla, El- kaduwa	1,774
F. J. Hadden	Halgalla & Hunu- galla	724
E. G. Beilby	Weygalla	344
H. L. Anley	Mahatenna	331
Geo. Steuart & Co.	Galgawatta	247

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

J. P. LEWIS,
Chairman.

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

Duckwari-Cottaganga Road.

NOTICE is hereby given in terms of section 6 of the Branch Roads Ordinance, No. 14 of 1896, that a proposal having been made to include New Tunisgala and Girindiella estates, containing together in extent 734 acres among the estates liable for assessment for the Duckwari-Cottaganga road, the Provincial Road Committee will on Saturday, October 26, 1907, at 1.30 P.M., at their office in Kandy, proceed to redefine the limits of the district of Uda Dumbara to include New Tunisgala and Girindiella estates in the 1-4 sections of the said road.

Notice is also given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant Rs. 423 for the maintenance of the road for 1907, the Provincial Road Committee, acting under the provisions of section 19 of the aforesaid Ordinance, will at the same time and place, after hearing objections, proceed to assess the under-mentioned estates to make up the private contributions of Rs. 425.13.

1st section, $\frac{1}{2}$ mile.

Proprietors or Agents.	Estate.	Acreage.
Rangala Tea Co. (W. Sinclair)	Ranwella	200

1st to 4th section, 1 $\frac{1}{2}$ mile.

Galaha C. T. E. & A. Co. (H. G. Eccles)	Cottaganga	590
M. L. Wilkins	Gonawela	560
C. J. Pattenson	New Tunisgala and Girindiella	734

J. P. LEWIS,
Chairman.

Provincial Road Committee's Office,
Kandy, October 9, 1907.

Kelle-Pen-y-lan Road.

NOTICE is hereby given that in terms of section 11 of the Estate Roads Ordinance, No. 12 of 1902, a General Meeting of the proprietors or resident managers of the estates interested in the above road will be held at the Pen-y-lan Pavilion on Saturday, November 2, 1907, at 9 A.M., for the purpose of electing a Local Committee to perform the duties imposed upon the said Committee by the Ordinance.

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

J. P. LEWIS,
Chairman.

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

Ulapane-Riverside Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a general meeting of the proprietors or resident managers of the estates interested in the Ulapane-Riverside road will be held at the Mahavilla factory on Friday, November 8, 1907, at 2.30 P.M. :—

Business.

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

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

for an assessment on the private contribution of Rs. 1,187·94 on the maintenance estimate for 1907, and transact such other business as may come before it.

J. P. LEWIS,
Chairman.

Provincial Road Committee's Office,
Kandy, October 15, 1907.

Glenlyon-Preston Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1907, 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 repair of the said road, as follows :—

GLENLYON-PRESTON ROAD.
(Estimate No. 272 of 1907.)

Government moiety .. Rs. 597
Private contributions .. Rs. 600

1st to 4th section, 88·70 lines.

Total acreage, 2,491—Moiety of cost, Rs. 394·84—
Sectional rate, ·1585c.—Total rate, ·1585c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
Ceylon Tea Plantations Co., Ltd. (G. D. Jamieson)	Glenlyon	636	100	81	
G. T. and Mrs. R. S. Peris (A. Alger)	Agra Elbedde	276	43	75	
1st to 5th section, 115·10 lines.					
Total acreage, 1,579—Moiety of cost, Rs. 117·52— Sectional rate, ·0744c.—Total rate, ·2329c.					
Colonel Gwatkin (D. G. Norman)	Helbeck	109	25	39	
Heirs of Mrs. M. A. Stevenson (J. D. Stevenson)	Mossend	125	29	12	
Colonel and Mrs. Gwatkin (D. G. Norman)	Torrington	283	65	92	
1st to 6th section, 134·60 lines.					
Total acreage, 1,062—Moiety of cost, Rs. 86·82— Sectional rate, ·0817c.—Total rate, ·3146c.					

A. Rossi Ashton (A. Alger)	Iona	112	35	24	
Ceylon Tea Plantations Co., Ltd. (G. D. Jamieson)	Polmont	48	15	12	
P. B. Seton (A. Hamilton-Harding)	New Preston	167	52	55	
A. G. & C. A. Seton (A. Hamilton-Harding)	Preston	250	78	67	
Heirs of J. M. Smith (N. C. Bonaparte Wyse)	Albion	289	90	93	
A. G. & C. A. Seton (A. Hamilton-Harding)	St. Margaret's	196	61	68	
					Rs. 599 18

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before November 5, 1907.

	Rs.	c.
N.B.—Private contributions	600	0
Unexpended balance, 1906	0	82

Amount to be recovered in 1907 .. Rs. 599 18

J. P. LEWIS,
Chairman.

Provincial Road Committee's Office,
Kandy, October 15, 1907.

Lindula-Agra Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1907, 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 :—

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

(Estimate No. 269 of 1907.)

Government moiety .. Rs. 9,950
Private contributions .. Rs. 10,000

1st section, 1 mile.

Total acreage, 23,110—Moiety of cost, Rs. 708·96—
Sectional rate, ·0306c.—Total rate, ·0306c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
Dimbula Valley Co.	Belgravia	305	9	52	

Proprietors or Agents.	Estates.	Amount. Rs. c.	Proprietors or Agents.	Estates.	Amount. Rs. c.
1st to 3rd section, 2 miles.			The Dimbula Valley		
Total acreage, 22,805—Moiety of cost, Rs. 708·98— Sectional rate, '0310c.—Total rate, '0616c.			Tea Co., Ltd. .. Elgin .. 291 .. 46 17		
A. V. & J. H. Ren- ton .. Tallankanda .. 268 .. 16 69			Do. .. Kellyhill .. 158 .. 25 16		
E. Temple .. Deyanella .. 267 .. 16 63			The Vellekellie Tea Co. .. Ouvahkellie .. 593 .. 93 89		
Alfred J. & A. H. Bell (T. Maclachlan, Agent) .. Fairfield .. 319 .. 19 85			1st to 9th section, 5 miles.		
The Ceylon Tea Plan- tation Co., Ltd. .. Wallaha .. 290 .. 18 6			Total acreage, 13,791—Moiety of cost, Rs. 354·49— Sectional rate, '0257c.—Total rate, '1837c.		
The Dimbula Valley Tea Co., Ltd. .. Mousaela .. 550 .. 34 8			Heirs of John M. Smith (Graham W. Smith) .. Caledonia .. 255 .. 47 4		
Heirs of H. R. Farqu- harson & R. J. Far- quharson .. Eildon Hall .. 413 .. 25 64			1st to 10th section, 5½ miles.		
The Bambarakellie, Estates Tea Co., Ltd. .. Bambarakelle. 497 .. 30 81			Total acreage, 13,536—Moiety of cost, Rs. 354·49— Sectional rate, '0261c.—Total rate, '2098c.		
Do. .. Lot 110,686, Dell .. 100 .. 6 36			H. F. W. and R. J. Farquharson .. Agra .. 276 .. 58 10		
T. Fairhurst & W. C. Oswald .. Oddington .. 100 .. 6 36			Mooloya Estates, Ltd. (Colombo Com- mercial Company, Ltd.) .. Braemore .. 265 .. 55 79		
Mrs. Wiggin & Sons.. Melton .. 207 .. 12 95			1st to 12th section, 6½ miles.		
T. Fairhurst (W. C. Oswald) .. Ferham .. 273 .. 17 1			Total acreage, 12,995—Moiety of cost, Rs. 708·96— Sectional rate, '0545c.—Total rate, '2643c.		
Scottish Trust & Loan Co., Ltd. .. Rahanwatta.. 308 .. 19 17			C. R. Paterson .. Cranley .. 455 .. 120 45		
H. R. Wiggin .. Queenwood .. 228 .. 14 24			R. C. Paterson .. Cranley Upper 357 .. 94 55		
1st to 4th section, 2½ miles.			N. & L. Bonaparte Wyse .. Holbrook/ .. 188 .. 49 88		
Total acreage, 18,985—Moiety of cost, Rs. 354·49— Sectional rate, '0186c.—Total rate, '0802c.			1st to 14th section, 7½ miles.		
The Dimbula Valley Co., Ltd. .. Tillicoultry .. 401 .. 32 36			Total acreage, 11,995—Moiety of cost, Rs. 708·96— Sectional rate, '0591c.—Total rate, '3234c.		
1st to 6th section, 3½ miles.			Balmoral Ceylon Estates Co., Ltd. .. Galatea .. 189 .. 61 32		
Total acreage, 18,584—Moiety of cost, Rs. 708·98— Sectional rate, '0381c.—Total rate, '1183c.			1st to 16th section, 8½ miles.		
J. A. and N. G. Camp- bell .. Waltrim .. 370 .. 43 97			Total acreage, 11,806—Moiety of cost, Rs. 708·96— Sectional rate, '0600c.—Total rate, '3834c.		
Lord Chelmsford (C. M. Buckworth, Agent) .. Agarakanda . 288 .. 34 27			The Agra Tea Co. of Ceylon, Limited .. Ardlaw .. 209 .. 80 33		
1st to 7th section, 4 miles.			Heirs of J. M. Smith (Graham W. Smith) Albion .. 275 .. 105 63		
Total acreage, 17,926—Moiety of cost, Rs. 354·49— Sectional rate, '0197c.—Total rate, '1380c.			A. G. Seton and C. A. Seton (A. Hamilton Harding, Agent and Resident Manager) St. Margaret's. 197 .. 75 72		
C. R. S. Carew (W. C. Oswald) .. Fassifern West 138 .. 19 24			Balmoral Ceylon Estates Co., Ltd. .. Balmoral .. 199 .. 76 49		
W. H. Sealey (A. J. Farquharson) .. Fassifern East 138 .. 19 24			Do. .. Clydesdale .. 227 .. 87 23		
1st to 8th section, 4½ miles.			Alliance Tea Co., Ltd. (Whittall & Co.) .. Thornfield .. 290½ .. 111 57		
Total acreage, 17,650—Moiety of cost, Rs. 354·49— Sectional rate, '0200c.—Total rate, '1580c.			The Agra Tea Co. of Ceylon, Ltd. .. Wishford .. 158 .. 60 77		
F. A. & W. N. Fairlie Khowlahena.. 391 .. 61 97			R. S. & G. J. Pieris.. Agra Elbedde 276 .. 106 1		
Geo. Beck .. Henfold and St. Regulas.. 570 .. 90 26			A. R. Ashton .. Iona .. 112 .. 43 14		
The Alliance Tea Co. of Ceylon, Ltd. (Whittall & Co.).. Gleneagles .. 222 .. 35 27			G. L. Gwatkin .. Torrington .. 283 .. 108 70		
The Dimbula Valley Tea Co., Ltd. .. Lippakelle .. 206 .. 32 74			Do. .. Helbeck .. 109 .. 41 99		
The Ceylon Estates Investment Asso- ciation, Ltd. .. Macduff .. 221 .. 35 11			Alex. Stevenson .. Lot 110,382 Mossend .. 125 .. 48 12		
The Ceylon Tea plan- tation Company, Ltd. .. Begally, Cym- ru, and Tan- gakelle .. 910 .. 143 98			P. B. Seton (A. Hamilton Harding Agent and Resident, Manager) .. New Preston.. 167½ .. 64 41		
Sumtravale Estates Co., Ltd. .. Maria .. 297 .. 47 12			A. G. and C. A. Seton (A. Hamilton Hard- ing, Agent and Resi- dent Manager) .. Lot 110,383 Preston No. 2 250 .. 96 5		
			1st to 17th section, 9 miles.		
			Total acreage, 8,928—Moiety of cost, Rs. 354·48— Sectional rate, '0397c.—Total rate, '4231c.		
			Ceylon Tea Planta- tion Co., Ltd. .. Glenlyon, Stair, & Polmont .. 683 .. 289 17		

Proprietors or Agents.	Estates.	Amount. Rs. c.
1st to 18th section, 10 miles.		
Total acreage, 8,245—Moiety of cost, Rs. 708·96—		
Sectional rate, '0859c.—Total rate, '5090c.		
Portmore Tea Estates		
Company, Ltd.	.. Aldourie ..	269 .. 137 12
1st to 19th section, 10½ miles.		
Total acreage, 7,976—Moiety of cost, Rs. 354·48—		
Sectional rate, '0444c.—Total rate, '5534c.		
Agra Ouvah Estates		
Co.	.. Agra Ouvah ..	331 .. 183 37
Do.	.. Fankarton ..	193 .. 107 0
1st to 21st section, 11½ miles.		
Total acreage, 7,452—Moiety of cost, Rs. 708·96—		
Sectional rate, '0951c.—Total rate, '6485c.		
Charles Strachan & Co.		
..	Hauteville ..	320 .. 207 72
Do.	.. St. George ..	263 .. 170 75
John Stewart (F. C. Smith)		
..	Sutton ..	277 .. 179 83
Charles Strachan & Co.		
..	Woodlake ..	163 .. 105 90
R. W. Wickham		
..	Holmwood ..	391 .. 253 76
Charles Strachan & Co.		
..	Freshwater ..	251 .. 162 97
1st to 22nd section, 12 miles.		
Total acreage, 5,787—Moiety of cost, Rs. 354·48—		
Sectional rate, '0612c.—Total rate, '7097c.		
Glasgow Estate Co., Ltd. (Whittall & Co.)		
..	Glasgow ..	472 .. 335 17
Ceylon Tea Plantation Co., Ltd.		
..	Waverley ..	157 .. 111 62
1st to 23rd section, 12½ miles.		
Total acreage, 5,158—Moiety of cost, Rs. 354·48—		
Sectional rate, '0687c.—Total rate, '7784c.		
Glasgow Estate Co., Ltd. (Whittall & Co.)		
..	Nithsdale ..	242 .. 188 57
Portmore Tea Estate Co., Ltd.		
..	Portmore ..	306 .. 238 39
1st to 24th section, 13 miles.		
Total acreage, 4,610—Moiety of cost, Rs. 354·48—		
Sectional rate, '0768c.—Total rate, '8552c.		
C. B. Lutyens & G. H. D. Elphinstone		
..	Mornington ..	404 .. 345 70
Ceylon Tea Plantations Co., Ltd.		
..	Ardalie ..	209 .. 178 93
Heirs of T. Mackie and of P. Moir (W. B. Bartlet, Agent)		
..	Lot No. 112,364 Powysland ..	165 .. 141 30

Proprietors or Agents.	Estates.	Amount. Rs. c.
1st to 25th section, 14 miles.		
Total acreage, 3,832—Moiety of cost, Rs. 708·95—		
Sectional rate, '1850c.—Total rate, Re. 1·0402c.		
New Dimbula Co., Ltd.		
..	Diyagama ..	3,125 .. 3,250 82
Heirs of J. M. Sayres.		
..	Nutbourne ..	165 .. 171 83
Balmoral Estates Co., Ltd.		
..	Lot. 112,363 Sandringham ..	302 .. 314 34
Do.	.. Lot 112,365, Yaravale ..	240 .. 249 84
9,925 51		

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before November 6, 1907.

N.B.—Private contributions	.. Rs.	10,000·00
Unexpended balance	74·49

Amount to be recovered in 1907 .. Rs. 9,925·51

J. P. LEWIS,
Chairman.

Provincial Road Committee's Office,
Kandy, October 16, 1907.

Maiwala Ferry-Wewelwatta Factory Estates Road,

REFERRING to the notice dated August 28, 1907, published in the *Government Gazette* Nos. 6,204 and 6,205 of August 30 and September 6, 1907, respectively, notice is hereby given that under the provisions of section 14 of Ordinance No. 12 of 1902 the Local Committee in respect of the above road for the term of two years ending July 21, 1907, to July, 1909, will consist of the following members, viz.:— Messrs. F. Lecky-Watson (Chairman), J. Sheridan Patterson, D. Robertson, S. L. Robertson, and James de Silva Illesinghe.

The notice dated September 17, 1907, published in the *Government Gazette* Nos. 6,207 and 6,208 of September 20 and 27, 1907, respectively, is hereby cancelled.

W. A. WEERAKOON,
for Chairman.

Provincial Road Committee's Office,
Ratnapura, October 15, 1907.

THE under-mentioned goods having been left in Kochchikadde Warehouse beyond the time allowed by law, notice is hereby given that unless the same be cleared they will be sold by public auction on Monday, November 4, 1907, at 12 noon:—

Date.	Vessel.	Whence.	Marks and Numbers.	Number and Description of Packages.
1907.				
March 23	.. ss. Nizam ..	Calcutta ..	AL	1 bag grain
Do.	.. do. ..	do. ..	MH	1 bag grain
May 10	.. ss. Muttra ..	Bombay ..	SOR	1 bag rice
July 4	.. ss. Nairung ..	do. ..	P	1 bag bran
July 10	.. ss. Nurani ..	do. ..	AL	1 bag grain
Do.	.. do. ..	do. ..	SM	1 bag rice
Do.	.. do. ..	do. ..	Nil	1 bag grain
July 17	.. ss. Landaura ..	do. ..	DS in a diamond	1 bag rice

H. M. Customs,
Colombo October 16, 1907.

B. CONSTANTINE,
for Principal Collector.

NOTICES TO MARINERS.

CEYLON.

Particulars of Clock Tower Light, Colombo.

Name of Light.	Place.	Latitude.	Longitude.	Number of Lights and Relative Positions.	Colour of Light.	Fixed, flashing, intermittent, alternating, revolving.	Interval of revolution of flash.	Miles seen in clear weather from a Ship's deck.	Time Light is shown.	Colour or any peculiarity of Lighthouse.	Height in feet of centre of Lantern above high water.	Height in feet of Building from base to vane.	When lighted (also date of alteration where necessary.)	Character and order of Illuminating Apparatus.
Clock Tower	Colombo	N. 6° 56'	E. 79° 51'	One	White	Group flashing	Ten seconds	18 to 20 miles	Sunset to sunrise	Square white tower	135'	112'	1867 1885 1907	Dist order, three hundred thousand candle power. Shows 3 flashes in quick succession every 10 seconds as follows:— Flash .. 26 seconds Eclipse .. 1.40 " Flash .. 26 " Eclipse .. 1.40 " Flash .. 26 " Eclipse .. 6.42 " Total period .. 10.00 seconds This light only shows 2 flashes from a bearing of from approximately North to N N W and N N E to N E, and is obscured over the harbour between North to N N E.

Master Attendant's Office,
Colombo, October 16, 1907.

JOHN A. LEGGE,
Master Attendant.

Ceylon Government Railway. — Comparative Statement of Traffic for the Month ended August 31, 1907.

Receipts from	Month ended Aug. 31, 1906.			Month ended Aug. 31, 1907.			Increase 1907 over 1906.			Decrease 1907 below 1906.		
	No.	Rs.	c.	No.	Rs.	c.	No.	Rs.	c.	No.	Rs.	c.
Passengers, Ordinary and Special	558,369	299,905	29	615,319	337,204	91	56,950	37,299	62	—	—	—
Coolies	12,165	12,655	89	7,423	7,545	82	—	—	—	4,742	5,110	7
Season Tickets	3,392	9,843	80	3,699	11,644	71	307	1,800	91	—	—	—
Parcels and Mails	57,451	27,406	59	57,179	25,538	44	—	—	—	272	1,868	15
Horses, Carriages, and other Coaching Traffic	2,270	4,004	63	2,410	3,894	38	140	—	—	—	110	25
Goods (Tons)	51,323	499,366	16	53,734	501,131	52	2,411	1,765	36	—	—	—
Live Stock	2,136	1,433	50	3,164	1,687	50	1,028	254	0	—	—	—
Miscellaneous	—	6,531	27	—	11,812	0	—	5,280	73	—	—	—
Total for the Month	—	861,147	13	—	900,459	28	—	39,312	15	—	—	—
Brought forward from previous return	—	5,931,208	51	—	6,242,912	75	—	311,704	24	—	—	—
Total from Jan. 1 to August 31	—	6,792,355	64	—	7,143,372	3	—	351,016	39	—	—	—
Corresponding period of previous year	—	—	—	—	6,792,355	64	—	—	—	—	—	—
Increase	—	—	—	—	351,016	39	—	—	—	—	—	—
Decrease	—	—	—	—	—	—	—	—	—	—	—	—
Traffic Train Mileage, Jan. 1 to August 31	—	—	—	1,296,357	—	—	—	—	—	—	—	—
Corresponding period of previous year	—	—	—	1,249,353	—	—	—	—	—	—	—	—
Increase	—	—	—	47,004	—	—	—	—	—	—	—	—
Decrease	—	—	—	—	—	—	—	—	—	—	—	—

Particulars of Goods conveyed.	Month ended Aug. 31, 1906.	Month ended Aug. 31, 1907.	Increase in 1907.	Decrease in 1907.	Nett Increase or Decrease from January 1 to August 31, 1907.	
					Increase in 1907.	Decrease in 1907.
	Tons.	Tons.	Tons.	Tons.	Tons.	Tons.
First Class Goods	51	53	2	—	46	—
Kerosine oil, 2nd class	205	201	—	4	228	—
Other, 2nd class	1,016	1,014	—	2	27	—
Rice, 3rd class	12,754	11,406	—	1,348	5,870	—
Arrack, 3rd class	222	374	152	—	304	—
Cacao, 3rd class	31	16	—	15	1,336	—
Salt, 3rd class	492	504	12	—	595	—
Other, 3rd class	5,781	6,487	706	—	5,478	8 a
Rubber	4	11	7	—	45	—
Coffee, 4th class	18	3	—	15	—	88
Coconut produce, 4th class	3,317	3,533	216	—	424	2,911 b
Poonac, 4th class	691	838	147	—	206	—
Tea, 4th class	5,538	6,574	1,036	—	4,877	—
Timber, all classes	592	828	236	—	1,346	577 c
Other, 4th class	2,643	2,576	—	67	371	195 d
Cigars, 4th class	26	32	6	—	78	—
Other, 5th class	1,492	1,576	84	—	1,642	—
Tea packing, 3rd and 6th classes	1,315	1,189	—	126	41	62
Manure, 3rd and 6th classes	4,853	4,874	21	—	2,343	183
Plumbago, 3rd and 6th classes	1,715	1,924	209	—	1,877	31
Other, 6th class	1,553	1,802	249	—	8	2,611
Copra, 6th class	37	165	128	—	676	—
Breakwater material	115	530	415	—	—	15,429
Railway material for Extension	18	—	—	18	—	1,071
Railway material for existing line	6,114	6,413	299	—	—	—
Bulk Petroleum	447	522	75	—	467	—
Liquid fuel	222	236	14	—	694	—
Free Goods	61	53	—	8	—	25
	51,323	53,734	4,014	1,603	29,479	23,191

a Increase in Tea Leaf, Cinnamon, Cardamoms, and Tobacco.
Decrease in Beer.
Increase in Coconut.
Decrease in Coconut Oil and Copra.

c Increase in Timber, 5th and 6th classes.
Decrease in Timber, wrought.
d Increase in Cotton and other 4th class Goods.
Decrease in Staves.

Colombo, October 16, 1907.

T. A. WYLIE,
Acting General Manager.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following instructions are published for general information.

Surveyor-General's Office,
Colombo, September 12, 1907.

P. D. WARREN,
Registrar of Patents.

Instructions to Applicants for Patents.

1. *Who may apply for a Patent in Ceylon.*—Any person, whether a British subject or not, may make an application for a patent, provided that he is the true and first inventor, or applies jointly with the true and first inventor or inventors, or has received the invention from abroad.

Any person who has made a previous application for a patent in the United Kingdom, in any of the Foreign States, or of the British Possessions, with which certain arrangements for mutual protection of inventions (see paragraph 13) have been made, may obtain priority in Ceylon.

Two or more persons may make a joint application for a patent, and a patent may be granted to them jointly. The true and first inventor (or inventors) must be a party (or parties) to the application, except in the case of an invention received from abroad, or of an application under the International or Colonial Arrangements.

A company (body corporate) may apply for a patent as joint applicant with the inventor, but not as sole applicant, unless the application is made in respect of an invention communicated from abroad, or under the International or Colonial Arrangements. The application should be made under the seal of the company.

A firm as such cannot apply for a patent, but a joint application may be made by all the individual members of the firm.

The legal representative of a deceased person may apply for a patent, but the application must be made within six months of the decease of such person.

A minor may apply for a patent.

Application for a patent may be made on behalf of a lunatic by his guardian or committee.

2. *What may be patented.*—Patents are only granted for inventions, the subject of which is "a manner of manufacture" within the meaning of the British Patents Acts. For example, the rights of an author in the production of a book are protected by copyright and not by a patent.

Applications for patents would not be accepted in the following cases:—

- (a) Where no material product of a substantial character is realized or affected by the alleged invention, or where the only material product is a printed sheet, ticket, coupon, or its equivalent for use in carrying out some scheme of business or the like.
- (b) Where it is proposed to use, modify, or imitate natural conditions existing on the earth's surface, there being no invention as to the means or apparatus applied to these purposes.

A patent cannot be granted for an invention the use of which is contrary to law or morality, or which is of an improper nature. For example, a patent would not be granted for a lottery.

An application for a patent must be restricted to one invention. Several distinct matters are not deemed to constitute one invention merely because they are all applicable to or may form parts of an existing machine, apparatus, or process.

3. *Manner of applying for a Patent.*—(i.) All applications and communications must be made in English.

(ii.) Applicants must apply in their real names and not under assumed names.

(iii.) Models may be required to be furnished by the applicant.

(iv.) *Ordinary Application.*—An application for a patent may, in an ordinary case, be made in one of two ways. The applicant may apply in the first instance for provisional protection, and may leave his complete specification at any later period within nine months or with extension of time twelve months (see paragraph 12), or the applicant may leave his complete specification at the time of making his application, in which case a provisional specification is unnecessary.

Provisional protection, which is conferred by the acceptance of an application, entitles an applicant to use and publish his invention without thereby prejudicing his patent rights, but it does not protect him from infringement. The right to sue for infringement does not arise until a patent is sealed, and then only in respect of such infringements as have been committed after the acceptance and publication of the complete specification. The certificate of receipt issued when an application is lodged does not confer provisional protection.

(v.) *Application under the International and Colonial Arrangements (see paragraph 13).*—An application in Ceylon for a patent having priority of date under the International and Colonial Arrangements must be made within twelve months from the date of the first foreign or colonial application, and must be accompanied by a complete specification. The application must be in the name of and signed by the

person or persons by whom the first foreign application was made, and must be accompanied (in addition to the specification) by a copy or copies of the specification and drawings as filed in the Patent Office of the United Kingdom, Foreign State, or British Possession in respect of the first foreign or colonial application duly certified by the official chief of such Patent Office, or otherwise verified to the satisfaction of the Registrar; and if the specification be in a foreign language, by a translation thereof verified by affidavit, statutory declaration, or otherwise to the satisfaction of the registrar.

(vi.) The specifications and all other documents, except drawings (see paragraph 4), must be written or printed in large and legible characters with deep permanent ink, on one side only, of sheets of strong white paper measuring 13 inches by 8 inches, leaving a margin of 2 inches on the left-hand side thereof, and the signatures of the applicants or agents must be written in ink in a large and legible hand, and the several sheets should be fastened together at the top left-hand corner. At the top of the first page of a specification a space of about 2 inches should be left blank.

(vii.) The title of the invention should cover the whole subject-matter, and should not be the name under which the invention is to be sold.

In the title of the invention the following forms are not allowable:—

- (a) Fancy names or titles, e.g., "The Simplex Wheel," "The Hercules Braces."
- (b) The use of the inventor's name or of the word "patent."
- (c) The abbreviation "&c." This should be replaced by words expressing whatever is intended to be covered by the term or by the phrase "and the like."

(viii.) An application can either be made by direct communication with the office or through an agent duly authorized to the satisfaction of the Registrar. The application on Forms A and B must be signed by the applicant or applicants; but most other communications may be made by or through authorized agents.

(ix.) Applications must be left at the Surveyor-General's Office by hand, or sent by post, addressed to the Registrar of Patents, Surveyor-General's Office, Colombo.

4. *Documents, &c., required on application for a Patent.*—(a) *Application Forms.*—Application for a patent must be made on one of three forms (see paragraph 17) stamped as stated:—

- (1) Form A: For ordinary applications, stamps Rs. 75 if accompanied by a provisional specification; stamps Rs 100 if accompanied by a complete specification.
- (2) Form E: For applications for patents for inventions communicated from abroad, stamps Rs. 100.
- (3) Form E: For applications under the International and Colonial Arrangements.

Application forms must be prepared in accordance with the following requirements. They should contain—

- (a) The full name and address of each applicant.
- (b) The calling of each applicant.
- (c) The title of the invention.
- (d) The statement of inventorship and any other information required on the form. See specially the marginal notes.

They should be dated at the end, and signed by each applicant before a Justice of the Peace.

Every application must be accompanied by an address for service to which all communications may be sent.

(b) *Provisional Specification.*—When provisional protection is applied for, the application form must be accompanied by Form B (unstamped) in duplicate. Form B must contain the full name, address, and calling of each applicant, and the title of the invention, all of which must be exactly identical with those given on the application form.

The provisional specification must be in duplicate and begun on Form B, and continued on foolscap paper if necessary. It must fairly describe the nature of the invention, and be accompanied by drawings if required. See (d) of this paragraph. The applicant should in this document give a clear description of the invention, but he need not enter into minute details as to the manner in which the invention is to be carried into effect, and no claims are necessary. The specification must be dated at the end and signed by each applicant or by the authorized agents. The duplicate must be an exact copy, but unstamped.

Unless a complete specification in duplicate, stamped Rs. 100, is left within nine months, or with extension of time twelve months (see paragraph 12), from the date of application, an application for a patent is deemed to be abandoned. The complete specification should be prepared as stated in (c) of this paragraph. It should refer to the number and date of the provisional specification, and should be a full and detailed description of the invention, independent of the description given in the provisional specification.

(c) *Complete Specification.*—When a complete specification is left with the application, the application form must be accompanied by Form C, stamped Rs. 100 (see paragraph 17), together with an unstamped copy.

Form C must contain the full name, address, and calling of each applicant, and the title of the invention, all of which must be exactly identical with those given on the application form, and with those on Form B if a provisional specification has been filed.

The complete specification must be begun upon Form C (bearing a Rs. 100 stamp), and continued, if necessary, on foolscap paper. The duplicate must be an exact copy, but unstamped. The specification should be a full and detailed description of the invention, of such a nature that the invention could be carried into practical effect by a competent workman from the directions of the document alone. The specification must be accompanied by drawings, if required. See (d) of this paragraph.

It is necessary at the end of the complete specification to make a distinct and proper statement of claims, which must be clear and succinct as well as separate and distinct from the body of the specification. The claims should be preceded by the prescribed preamble given on Form C, and should form, in brief, a clear statement of that which constitutes the invention, and inventors should be careful that their claims include neither more nor less than they desire to protect by their patent. Any unnecessary multiplicity of claims or prolixity of language should be avoided.

Claims are not intended to be made for the efficiency or advantages of the invention.

The specification must be dated at the end, and signed by each applicant or by the authorized agents.

Unless the complete specification is accepted within twelve months or with extension of time fifteen months (see paragraph 12) from the date of application, the application becomes void and cannot be further proceeded with.

(d) *Drawings*.—The following requirements should be strictly observed, as non-compliance therewith will be certain to cause delay in the progress of an application for a patent :—

Drawings, when furnished, must be in duplicate, and must accompany the provisional or complete specification to which they refer, except in the case when those left with a provisional are referred to in the complete specification. No drawing or sketch should appear in the specification itself.

Drawings may be made by hand or lithographed, printed, but must not be on photographic paper. They must be made on pure white hot-pressed, rolled, or calendered drawing paper of smooth surface, good quality, and medium thickness, without washes or colours. Mounted drawings must not be used.

Drawings must be on sheets which measure 13 inches from top to bottom and are either 8 inches or 16 inches wide, the narrower sheets being preferable.

If there are more figures than can be shown on one of the smaller sized sheets, two or more of these sheets should be used in preference to employing the larger size. When an exceptionally large drawing is required, it should be continued on subsequent sheets. There is no limit to the number of sheets that may be sent in, but no more sheets should be employed than are necessary, and the figures should be numbered consecutively throughout and without regard to the number of sheets. The figures should not be more numerous than is absolutely necessary. They should be separated by a sufficient space to keep them distinct, and should be placed in an upright position on the sheet.

Drawings must be prepared in accordance with the following requirements :—

- (a) They must be executed with absolutely black ink.
- (b) Each line must be firmly and evenly drawn, sharply defined, and of the same strength throughout.
- (c) Section lines, lines for effect, and shading lines should be as few as possible, and must not be too closely drawn.
- (d) Shade lines must not contrast too much in thickness with the general lines of the drawing.
- (e) Sections and shading should not be represented by solid black or washes.
- (f) They should be on a scale sufficiently large to show the invention clearly, and only so much of the apparatus, machine, &c., should appear as effects this purpose. If the scale is given it should be drawn, and not denoted by words.

Reference letters and figures and index numerals used in conjunction therewith must be bold, distinct, and not less than one-eighth of an inch in height. The same letters should be used in different views of the same parts. Where the reference letters are shown outside the figures, they must be connected with the parts referred to by fine lines.

Drawings must bear the name of the applicant (and in the case of drawings left with a complete specification after a provisional specification the number and date of the application) in the left-hand top corner, the number of sheets of drawings sent and the consecutive number of each sheet in the right-hand top corner, and the signature of the applicant or his agent in the right-hand bottom corner. Neither the title of the invention nor any descriptive matter should appear on the drawings.

A facsimile or "true copy" of the original drawings must be filed at the same time as the original drawings, prepared strictly in accordance with the above rules.

The words "original" or "true copy" must in each case be marked at the right-hand top corner under the numbering of the sheet.

Drawings must be delivered at the Surveyor-General's Office so as to be free from folds, breaks, or creases.

If an applicant desires to adopt the drawings lodged with his provisional specification as the drawings for his complete specification, he should refer to them in the complete specification as those "left with the provisional specification."

Applications and other documents not in accordance with the above will in no case be accepted.

5. *Official Examination.*—On the receipt of an application for a patent, the examiner to whom the application has been referred will report to the Registrar whether the nature of the invention is fairly described; whether the application, specification, and drawings (if any) have been prepared in the prescribed manner; whether the title sufficiently indicates the subject-matter of the invention; and whether the specification comprises one invention only. If this report be adverse, the Registrar may refuse to accept the application, or may require that the application, specification, or drawings be suitably amended before he proceeds with the application, and he may direct that the application shall be postdated.

When a complete specification has been deposited in connection with an application, a search is made to ascertain whether the invention claimed has been wholly or in part claimed or described in any specification (other than a provisional specification not followed by a complete specification) published before the date of the application under examination. If any such complete or partial anticipation be found and the applicant is unable to amend his specification so as to obviate the necessity for a reference to such anticipation, the patent will only be granted after the insertion in the complete specification of a reference to the prior specification by way of notice to the public. The above search is not of course exhaustive, and must not be regarded as being in any way a guarantee of the validity of the patent. See Patent Rules, 1907.

It may be added that no report is made as to the patentability of an alleged invention, unless its use is contrary to law or morality, or unless it is of an improper nature, or does not relate to a manner of manufacture (see paragraph 2).

6. *Acceptance of complete Specification.*—The complete specification must be accepted within twelve months from the date of application, unless extension of time be allowed (see paragraphs 4 and 12).

On the acceptance of a provisional or complete specification the Registrar gives notice thereof to the applicant, and he advertises the acceptance of every complete specification in the *Government Gazette*.

7. *Amendment of Specification.*—Under section 23 of the Ordinance a complete specification may be amended by way of disclaimer, correction, or explanation, but no amendment will be allowed that would make the specification as amended claim an invention substantially larger than or substantially different from the invention claimed by the specification as it stood before amendment. A request for leave to amend must be made on Form H, stamped Rs. 50 (see paragraph 17), and signed by the applicant or the registered proprietor of the patent, and must be accompanied by a certified copy of the specification showing clearly in red ink the proposed amendments.

The fee for certifying the copy is 50 cents per folio. Care should be taken to indicate clearly what part of the description it is proposed to omit and at what point interlineations are to be inserted. Additional matter which cannot be written upon the copy should be written upon a separate sheet and attached to the copy and carefully referenced.

It should be remembered that the proposed amendments, whether allowable or not, are made public and advertised, and that this publication may be a bar to obtaining a valid patent for matter disallowed by way of amendment. No amendment of a provisional specification is allowed under section 23, but clerical errors therein may be corrected. A request to that effect should be made on Form S, stamped Re. 1.

A notice of opposition to the amendment of a specification must be made on Form I (see paragraph 17).

8. *Public Inspection of Documents.*—The provisional specification (if any) and the complete specification are not open to public inspection, for searches or for copying, until after the acceptance of the complete specification, except in the case of an application made under the International or Colonial Arrangements, where the complete specification, if not already accepted, becomes open to public inspection at the end of twelve months from the date of the first foreign application. The specifications of abandoned or void applications (except in the case of void applications under the International or Colonial Arrangements) are not open to inspection.

Upon the acceptance of a complete specification, the application, specification, or specifications with the drawings (if any) may be inspected at the Surveyor-General's Office upon payment of the prescribed fee Rs. 2.

9. *Opposition to the grant of a Patent.*—A patent is granted upon an application which passes the prescribed stages and is unopposed, whether the invention be novel or not. See, however, paragraph 5 as to reference to prior specifications inserted in complete specification by way of notice to the public.

Under section 13 of the Ordinance the grant of a patent may be opposed at any time within three months from the date of the advertisement in the *Government Gazette* of the acceptance of the complete specification on the ground of the applicant having obtained the invention from the opponent, or from a person of whom he is

the legal representative, or on the ground that the invention has been patented in this country on an application of prior date, or on the ground that the complete specification describes or claims an invention other than that described in the provisional specification, and that such other invention forms the subject of an application made by the opponent in the interval between the leaving of the provisional specification and the leaving of the complete specification, but on no other ground.

A notice of opposition to the grant of a patent must be made on Form F (see paragraph 17), and must state the ground or grounds on which the person giving such notice intends to oppose the grant and must be signed by him. Such notice must state his address for service in Ceylon, and be accompanied by an unstamped copy to be transmitted by the Registrar to the applicant.

10. *Sealing of Patent.*—Except in cases of appeal to the Attorney-General of opposition, or of the death of the applicant, or when extension of time has been allowed for leaving or accepting a complete specification, a patent must be sealed within fifteen months from the date of the application for the patent. Unless the sealing fee be paid within the time during which a patent can lawfully be sealed, no patent can be granted on the application. The sealing fee of Re. 1 should be paid by leaving at the Surveyor-General's Office, Form X, stamped Re. 1.

Great care must be taken to ensure that Form X, duly stamped, is left at the office at such a date as to permit of the sealing of the patent within the prescribed time. The applicant for a patent is advised to pay the sealing fee after the date of the acceptance of the complete specification and before the expiration of the period allowed for opposition (see paragraph 9).

11. *Duration of Patent and Payment of Renewal Fees for the continuance of Patent.*—Every patent is granted for the term of fourteen years, from the date of application, subject to the payment, before the expiration of the 4th and each succeeding year during the term of the patent, of the prescribed fee. The patentee may pay all or any of such prescribed annual fees in advance.

Payment must be made by way of Form M, duly stamped, which must be sent to the Surveyor-General's Office for entry of the payment in the register. The production of Letters Patent at the office on payment of these fees is not required.

As the payment of these renewal fees is regulated by the Ordinance (section 22), a fee cannot be received a single day after it is due; but if by accident, mistake, or inadvertence the payment has been omitted, application may be made to the Registrar on Patent Form N, stamped Rs. 100 (see paragraphs 12 and 17), for an enlargement of time to make such payment, but no enlargement can be allowed beyond six months.

12. *Extension of Time for leaving or accepting a complete Specification or for Payment of Renewal Fees.*—An extension of time may be allowed for leaving a complete specification (limited to three months), for accepting a complete specification (limited to three months), and for payment of renewal fees (limited to six months).

Applications for extension of time must be made on Form V. (for leaving the complete specification), on Form W (for accepting the complete specification), on Form N (for the payment of renewal fees), must be duly stamped, and must contain a statement detailing in what circumstances and upon what grounds the extension of time is applied for (see paragraph 17).

13. *International and Colonial Arrangements.*—An International Convention for the protection of industrial property exists between the following States :—

Australia	Greece	Paraguay
Belgium	Guatemala	Roumania
Brazil	Holland	Santo Domingo
Cuba	Italy	Servia
Denmark with the Faroe Islands	Japan	Salvador
Dominican Republic	Mexico	Spain
Ecuador	Netherlands with the Dutch East Indies, Surinam, and Curacoa	Sweden
France with Algeria and Colonies	Norway	Switzerland
Germany	Portugal with the Azores and Madeira	Tunis
Great Britain with New Zealand and Queensland.		United States of America
Ceylon		Uruguay

Copies of the text of the Convention and of the Additional Act modifying the Convention may be purchased for 2*d.* and 1*d.* respectively, from Messrs. Eyre & Spottiswoode, East Harding street, Fleet street, London E.C., and 32, Abingdon street, Westminster, London, S.W., or through any bookseller.

Under this Convention an applicant for a patent in any one of the contracting States may obtain priority in any of the other States.

14. *Exhibition of unpatented Inventions.*—Any person may exhibit an unpatented invention at an exhibition certified by the Registrar as industrial or international, during the period of the holding of the exhibition, without prejudice to his subsequent patent rights, provided (a) that he gives the prescribed notice on Form R, stamped Re. 1 (see paragraph 17), to the Registrar of his intention so to exhibit; and (b) that the application for a patent be made within six months from the date of the opening of the exhibition.

For the purpose of identifying the invention in the event of an application for a patent being subsequently made, the inventor must furnish to the Registrar a brief description of his invention, accompanied, if necessary, by drawings and such other information as the Registrar may require.

15. *Assignments, Licenses, &c.*—Deeds of assignment of patents and other documents affecting the proprietorship of patents, licenses to manufacture or use patented inventions, are required by section 28 of the Ordinance to be entered in the Register of Patents at the Surveyor-General's Office. No document can however, be recorded until the patent affected has been actually sealed. Every document sent for registration must be duly stamped in accordance with the provisions of the Ordinance No. 15 of 1906, and must be accompanied by an attested copy written upon foolscap paper (on one side only) and bearing a Re. 1 stamp, and by Form O or Form P stamped Rs. 20. Names of individual members of firms should be set out on the form.

16. *Miscellaneous Matters relating to Patents and the Patent Office.*—(a) Copies of specifications can be furnished at 25 cents per folio of 72 words, and certified copies at 50 cents per folio. Copies of drawings at rates to be ascertained on application to the Registrar.

(b) *Advice on Patent Matters, &c.*—The Registrar does not undertake to give legal advice or opinions on any subject connected with patent law, which, like other laws, is left to the interpretation of professional men; nor can specifications or other documents be examined before they are filed.

Searches (other than those made in pursuance of the terms of section 11 of the Ordinance) cannot be undertaken by the Registrar, but must be made by the person requiring information or by his agent.

17. *Patent Forms and Fees.*—Blank and stamped forms can be obtained on application to the Registrar, either personally or by letter, accompanied by an *uncrossed* cheque or money order in favour of the Registrar of Patents.

(a) List of forms:—

- A.—Application for Patents.
- B.—Provisional Specification.
- C.—Complete Specification.
- D.—Grant of Patent.
- E¹.—Application for Patents under International and Colonial Arrangements.
- E.—Application for Patents for Inventions communicated from abroad.
- F.—Form of Opposition to Grant of Patent.
- H.—Form of Application for amendment of Specification.
- I.—Form of Opposition to amendment of Specification.
- M.—Application for Certificate of Payment or Renewal.
- M¹.—Certificate of Payment or Renewal.
- N.—Form of Application for Enlargement of Time for payment of Renewal Fee.
- O.—Form of Request to enter Name upon the Register of Patents.
- P.—Form of Request to enter Notification of License or other Documents in the Register of Patents.
- R.—Notice of intended Exhibition of an Unpatented Invention.
- S.—Form of Request for correction of Clerical Error.
- T.—Form of Notice for alteration of an Address in Register.
- V.—Form of Application for Extension of Time for leaving a Complete Specification.
- W.—Form of Application for Extension of Time for acceptance of a Complete Specification.
- X.—Form of Notice of Desire to have Patents sealed.

(b) Fees to be paid—

For every application accompanied by a provisional specification only	Rs. c.
Examiner's fee on reference of application with provisional specification, not exceeding	25 0
For every application for a patent accompanied by a complete specification	50 0
On filing complete specification after provisional specification	50 0
Examiner's fee on reference of complete specification, not exceeding	50 0
On extending the time for leaving complete specification	25 0
On extending the time for acceptance of complete specification	25 0
On every patent—	
(a) Before the expiration of four years from its date	50 0
(b) After the expiration of the fourth year and before the expiration of the fifth year from that date	50 0
(c) After the expiration of the fifth year and before the expiration of the sixth year from that date	50 0
(d) After the expiration of the sixth year and before the expiration of the seventh year from that date	50 0

(e) After the expiration of the seventh year and before the expiration of the eighth year from that date ..	Rs. c.
(f) After the expiration of the eighth year and before the expiration of the ninth year from that date ..	50 0
(g) After the expiration of the ninth year and before the expiration of the tenth year from that date ..	100 0
(h) After the expiration of the tenth year and before the expiration of the eleventh year from that date ..	150 0
(i) After the expiration of the eleventh year and before the expiration of the twelfth year from that date ..	200 0
(j) After the expiration of the twelfth year and before the expiration of the thirteenth year from that date ..	200 0
Provided that the inventor may pay the total sum of the said annual fees or any part thereof short of the sum total at any time before the same falls due.	
On filing every amended or substituted specification ..	25 0
Examiner's fee on reference of amended or substituted specification ..	25 0
On notice of opposition to grant of patent ..	25 0
On every summons to witness ..	1 0
On hearing every opposed application ..	60 0
On extension of patent for each year of extension ..	200 0
On filing every disclaimer on memorandum of alteration ..	20 0
For every office copy (including seal) per folio of 72 words ..	0 25
On filing every certificate voiding a patent ..	1 0
On deposit of every assignment, deed, license, or other document affecting proprietorship of patent ..	20 0
On delivering duplicate patent after loss, &c. ...	30 0
On every search, including inspection ..	2 0
Certified copies or extracts seal at per folio ..	0 50
For every matter or thing not provided for ..	1 0

18. For further information Ordinance No. 15 of 1906 and the rules under that Ordinance should be consulted.

Copies of these documents can be obtained from the Record Office at a cost of 15 cents each.

THE following Specifications under section 12 of Ordinance No. 15 of 1906 have been accepted:—

No. 988 of April 25, 1907.

Samuel Cleland Davidson.—"Improvements in stoves and air heating apparatus."

Abstract.—The back flues of the furnace are made of fixed plates with cast gills and are provided with doors for cleaning. Baffle plates are hung diagonally amongst the horizontal tubes, and a special mode of construction and fitting of the tubes and tube plates is described.

No. 990 of May 7, 1907.

John McDonald.—"Classifying and winnowing out red flat or broken leaf, dust, fluff, or other light matter from tea, or the winnowing of grain or other light product, such as grass seeds, &c."

Abstract.—A reciprocating sieve allows the tea, &c., to fall upon a series of baffle plates, between which it is winnowed by forced draft from a fan.

No. 993 of May 10, 1907.

Harry Creasy.—"Improved process for converting latex into caoutchouc."

Abstract.—The latex is thoroughly impregnated with smoke by being boiled in a closed vessel by a mixture of smoke and steam.

No. 995 of June 7, 1907.

Harry Creasy.—"Improvements in and relating to fuel."

Abstract.—Fuel prepared from bituminous coal by partial destructive distillation.

No. 998 of July 13, 1907.

Harry Creasy.—"Improvements in apparatus for drying tea and other substances."

Abstract.—Improvements in certain working portions of the apparatus described in Patents Nos. 386, 461, and 584.

No. 1,002 of August 20, 1907.

John Henry Jewell.—"A labour-saving apparatus for automatically spreading fermented tea leaf in Paragon, Victoria, and similar tea firing machines."

Abstract.—An oscillating hopper distributes the tea leaves to trays of tea dryers through the medium of an adjustable hinged lip.

No. 1,003 of August 20, 1907.

Earl Wellington Jenks Trevor.—“Improvements in nutshell-breaking and kernel-extracting apparatus.”
Abstract.—The nuts are fed from a hopper on an anvil formed of parallel plates with bevelled sides, through which the blades of a rotary striker forces them after breaking their shells.

No. 1,004 of August 20, 1907.

Sakichi Toyoda.—“Improvements in looms.”
Abstract.—A loom which provides for a vertical disposition of the warp threads and a shuttle which moves circularly by gravity and carries the weft through the sheds which are automatically and successively formed by the mechanism.

P. D. WARREN,
 Registrar of Patents.

TRADE MARKS NOTIFICATIONS.

IN compliance with the provisions of “The Trade Marks Ordinances, 1888 to 1904,” as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Mr. Harry Martin of Colombo has applied for the registration of the following Trade Mark in the name of Messrs. W. C. Harrison & Co. of Adelaide, South Australia, in respect of Substances used as Food or as Ingredients in Food in Class 42 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the device of the Kangaroo and the letter and figure A. I. The applicant disclaims any right to the exclusive use of the words “Best Flour, Adelaide.”

Registrar-General's Office,
 Colombo, October 11, 1907.

P. ARUNACHALAM,
 Registrar-General.

IN compliance with the provisions of “The Trade Marks Ordinances, 1888 to 1904,” as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Prins & Brito of Colombo, Proctors, have applied for the registration of the following Trade Mark in the name of W. Tambipillay & Co., of Nos. 19 and 20, Keyzer street, Pettah, Merchants, and Manufacturers' Representatives, in respect of Cotton Yarn and Thread in Class 23; Cotton Piece Goods of all kinds in Class 24; Paper (except Paper Hangings), Stationery, and Bookbinding in Class 30; Candles, Common Soap, Detergents, Illuminating, Heating or Lubricating Oils, Matches, and Starch, Blue, and other preparations for laundry purposes in Class 47; Perfumery in class 48 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the device as per illustration.

Registrar-General's Office,
 Colombo, October 16, 1907.

P. ARUNACHALAM,
 Registrar-General.