



Ceylon Government Gazette

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PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

PART V.—Mercantile, Marine, Municipal, Local, &c.

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE RUBBER GROWERS COMPANY, LIMITED.

1. The name of the Company is "THE RUBBER GROWERS 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, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands in the Island of Ceylon or the Federated Malay States or elsewhere, and any right of way, water right, and other rights, privileges, and easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (2) 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.
 - (3) To plant, grow, and produce rubber, tea, coffee, cocoanuts, cinchona, cacao, caramoms, rhea, ramie plants, trees, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, or elsewhere.

- (4) To treat, cure, prepare, manipulate, submit to any process or manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
- (6) To carry on in the said Island of Ceylon or the Federated Malay States or elsewhere all or any of the following businesses, that is to say: planters of rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug owners and wharfingers; and any other business which can or may conveniently be carried on in connection with the above or any of them.
- (6) 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.
- (7) To purchase rubber, tea leaf, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (8) 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.
- (9) 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.
- (10) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, cocoanut 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.
- (11) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, Federated Malay States, and elsewhere, and generally to undertake the business of estate agents in the said Island, the Federated Malay States, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (12) 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.
- (13) 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.
- (14) 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.
- (15) 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.
- (16) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (17) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money or the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable or irredeemable or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (18) 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.

- (19) 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 reborrow the moneys secured thereby or any part or parts thereof.
- (20) 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.
- (21) 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.
- (22) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (23) 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.
- (24) 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.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) 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.
- (29) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them. It being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the members is limited.

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

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

Names and Addresses of Sub-cribers	Number of Shares taken by each Subscriber.
G. H. ALSTON, Colombo ... ..	... One
W. E. MITCHELL, Colombo ... ..	... One
JAMES F. HEADRICK, Colombo ... ..	... One
EDWARD C. SKRINE, Colombo ... ..	... One
H. GOODWYN, Colombo ... ..	... One
F. J. DE SARAM, Colombo ... ..	... One
JAMES FORBES, by his attorney R. W. FORBES ... ..	... One

Witness to the above signatures at Colombo, this Third day of April, 1906:

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

ARTICLES OF ASSOCIATION OF THE RUBBER GROWERS 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 Rubber Growers 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, 1361, 1868, and 1893," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

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

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

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

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

Shareholder.—"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

Month.—"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand (5,000) shares of One hundred Rupees (Rs. 100) 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 without first offering such shares to the registered Shareholders for the time being of the Company.

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

SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SHARES (SURRENDER AND FORFEITURE).

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

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

Terms of notice.—The notice shall name a day (not being less than one month from the date of the notice) on and 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 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 reserved.

45. *Certificate of surrender or forfeiture.*—A certificate in writing under the hands of two of the Directors and 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 any claim to the share but for such surrender or forfeiture, and such certificate and the receipt of the Company for the purchase money shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to the purchaser of the same from the Company, and thereupon such purchaser shall be deemed the holder of the share, and shall be 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 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 Shareholder of the time and place appointed for payment of each call.

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

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred thousand Rupees (Rs. 100,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of

securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any bonds, mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

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

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

64. *Seven days' notice of meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette* or by notices 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 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.

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 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.

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

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

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

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

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

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

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

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

The Rubber Growers 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 three nor more than five.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding in his own right shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Five hundred Rupees (Rs. 2,500), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding One thousand Five hundred Rupees (Rs. 1,500) annually, to be divided between them in such manner as they may determine, but the

Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Robert Shawe Templer of Colombo, George Hay Alston of Colombo, and William Edward Mitchell 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 Director appointed to vacancy.*—Any casual vacancy occurring in the number of Directors subsequent to the First Ordinary General Meeting may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

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

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second and Third Ordinary General 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 Directors is not filled up, the retiring Director may continue in office until the First Ordinary Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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

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

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

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

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

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

104. *No contribution to be required from Directors beyond amount, if any, unpaid on their shares.*—No contribution shall be required from any present or past Director or Manager exceeding the amount, if any, unpaid on the shares 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 any 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, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other Company or Companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any Company or Companies, person or persons, upon such terms and in such manner as the Directors shall think fit; and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

135. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all interest or dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all interest or 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 Directors shall appoint the first Auditors of the Company and fix their remuneration; and all future Auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointments or until otherwise ordered by a General Meeting.

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo on the day and date hereinafter written.

G. H. ALSTON.
W. E. MITCHELL.
JAMES F. HEADRICK.
EDWARD C. SKRINE.
H. GOODWYN.
F. J. DE SARAM.
JAMES FORBES, by his attorney R. W.
FORBES.

Witness to the above signatures at Colombo, this Third day of April, 1906 :

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

MEMORANDUM OF ASSOCIATION OF THE BEVERLAC (SELANGOR) RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE BEVERLAC (SELANGOR) 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 the vendor, George Barclay Leechman, of Colombo, (a) the Beverlac Estate situate in the Mukim of Bukit Raja, District of Klang, Selangor, Federated Malay States, containing in extent 233½ acres more or less; (b) the Kapar Estate, situate in the Mukim of Kapar, District of Klang aforesaid, containing in extent 332½ acres more or less, at or for the price or sum of Twenty-nine thousand Pounds Sterling (£29,000). The said consideration to be payable in cash or in shares of the Company, or partly in cash and partly in shares of the Company. Such shares to be fully paid up or partly paid up and to be issued to the vendor and (or) his nominee or nominees.

- (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, cocoanuts, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products or produce of any kind in the Island of Ceylon or the Federated Malay States or elsewhere.
- (5) To treat, cure, prepare, manipulate, submit to any process or manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
- (6) To carry on in the said Island of Ceylon or the Federated Malay States or elsewhere all or any of the following businesses, that is to say: planters of rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug owners and wharfingers; and any other business which can or may conveniently be carried on in connection with the above or any of them.
- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; and to apply for purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase rubber, tea leaf, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones or deposits or products, and generally to carry on the business of mining in all branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages and carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; or of proprietors of docks, wharves, jetties, piers, warehouses; or 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, Federated Malay States, and elsewhere, and generally to undertake the business of estate agents in the said Island, the Federated Malay States, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person or persons, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such Company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.

- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money or the performance 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 reborrow 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 Ten thousand (10,000) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
R. F. S. HARDIE, Colombo ... ..	... One
G. H. ALSTON, Colombo ... ..	... One
GEO. B. LEECHMAN, by his attorney R. F. S. HARDIE, Colombo...	... One
H. G. BOIS, Colombo ... ..	... One
JAMES FORBES, by his attorney R. W. FORBES, Colombo ... ..	... One
F. J. DE SARAM, Colombo ... ..	... One
W. H. FIGG, by his attorney G. H. ALSTON, Colombo ... ..	... One

Witness to the above signatures at Colombo, this Fifth day of April, 1906 :

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

ARTICLES OF ASSOCIATION OF THE BEVERLAC (SELANGOR) 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 Beverlac (Selangor) 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 One million Rupees (Rs. 1,000,000), divided into Ten thousand (10,000) shares of One hundred Rupees (Rs. 100) 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 without first offering such shares to the registered Shareholders for the time being of the Company.

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

SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SHARES (SURRENDER AND FORFEITURE).

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

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

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

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

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred thousand Rupees (Rs. 100,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of

securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any bonds, mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

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

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

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

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

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

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

68. *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.

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 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.

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

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

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

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

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

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

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

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

The Beverlac (Selangor) 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 three nor more than five.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding in his own right shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Five hundred Rupees (Rs. 2,500), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding One thousand Five hundred Rupees (Rs. 1,500) annually, to be divided between them in such manner as they may determine, but the

Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be George Hay Alston of Colombo, Robert Farquhar Spottiswood Hardie of Colombo, Henry Gordon Bois of Colombo, and George Barclay Leechman 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 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, 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 Directors is not filled up, the retiring Director may continue in office until the First Ordinary Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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

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

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

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

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

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

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

POWERS OF DIRECTORS.

105. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company, to be appointed by the Directors for such period and on such terms as they shall determine, and the Directors may pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, lease, or acquisition of the said Beverlac and Kapar Estates, 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, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other Company or Companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any Company or Companies, person or persons, upon such terms and in such manner as the Directors shall think fit; and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

135. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all interest or dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all interest or 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 Directors shall appoint the first Auditors of the Company and fix their remuneration; and all future Auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointments or until otherwise ordered by a General Meeting.

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

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

R. F. S. HARDIE.

G. H. ALSTON.

GEO. B. LEECHMAN, by his attorney R. F. S. HARDIE.

H. G. BOIS.

JAMES FORBES, by his attorney R. W. FORBES.

F. J. DE SARAM.

W. H. FIGG, by his attorney G. H. ALSTON.

Witness to the above signatures :

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

The Seremban Estate Rubber Company, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of this Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Tuesday, the 24th day of April, 1906, at 3.30 P.M.

Business.

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

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

The Transfer Books of the Company will be closed from 17th April to 24th April, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Agents and Secretaries.

Colombo, April 4, 1906.

The Rani Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Company will be held at the office of the Colombo Commercial Company, Limited, Slave Island, at 11 o'clock forenoon on Saturday, the 21st day of April, 1906, at which it will be proposed that the following resolution passed at an Extraordinary General Meeting held on 31st March, 1906, be confirmed as a special resolution:—

"That the nominal capital of the Company be increased to Five hundred Thousand Rupees (Rs. 500,000), divided into five thousand shares of One hundred Rupees each."

By order of the Directors,

COLOMBO COMMERCIAL CO., LIMITED,
(JOHN G. WARDROP, Manager),
Agents and Secretaries.

Colombo, April 4, 1906.

In the District Court of Colombo.

(1) Vana Pana Lana Sawana Ramen Chetty and (2) Vana Pana Lana Sawana Annamalay Chetty, both of Sea street, Colombo Plaintiffs.
No. 22,645C. Vs.

(1) Samsie Lebbe Mohamado Alli and by his guardian *ad litem* Samsie Lebbe Mohamadu Lebbe, (2) Samsie Lebbe Mohamado Lebbe, both of Walgama in the Adicari pattu of Siyane korale, presently of Poogoda Defendants.

UNDER and by virtue of a decree entered against the above-named defendants in the above action, I am authorized by this court to sell by public auction on Thursday, the 26th day of April, 1906, commencing at 11 A.M., at the spot, the following properties, to wit:—

1. An undivided $\frac{1}{2}$ part or share from and out of all that land called Welleboddewatte *alias* Nugagahawatte, with the houses standing thereon, situated in the village Kospitiyana in Gangaboda pattu, Siyane korale, in extent 3 roods and 24 perches.

2. An undivided $\frac{1}{2}$ part or share from and out of all that portion of land called Ekkowelleboddewatte and of the buildings standing thereon, situated at Poogoda in Gangaboda pattu, Siyane korale, in extent two bushels of paddy sowing.

3. An undivided $\frac{1}{2}$ part or share from and out of all that allotment of land called Nugagahawatta and of the buildings standing thereon, situated at Poogoda aforesaid, in extent 2 acres 1 rood and 10 perches.

4. An undivided $\frac{1}{2}$ of $\frac{1}{4}$ of all that field called Mulwakkoddekumbure, situated at Poogoda aforesaid, in extent $1\frac{1}{2}$ bushel of paddy sowing.

5. An undivided $\frac{1}{2}$ of $\frac{1}{4}$ of all that field called Gallebodddekumkure, situated at Poogoda aforesaid, in extent $1\frac{1}{2}$ bushel of paddy sowing.

6. An undivided $\frac{6}{20}$ parts of all that land called Kahatagahawatte, situated at Kospitiyana aforesaid, in extent about 4 bushels of paddy sowing.

7. An undivided $\frac{3}{20}$ parts of land called Kongahawatte *alias* Kahatagahawatte and the house standing thereon, situated at Kospitiyana aforesaid, in extent 3 bushels of paddy sowing.

8. An undivided $\frac{1}{4}$ part of land called Kajugahalande, situated at Urapola in Udugaha pattu, Siyane korale, in extent 9 acres 1 rood and 20 perches.

9. An undivided $\frac{1}{4}$ part of land called Kajugahalande, situated at Urapola aforesaid, in extent 2 acres 2 roods and 22 perches.

10. An undivided $\frac{1}{4}$ part of Kajugahalande, situated at Urapola aforesaid, in extent 1 acre and 28 perches.

11. An undivided $\frac{1}{4}$ part of Kajugahalande, situated at Urapola aforesaid, in extent 9 acres 1 rood and 20 perches.

12. An undivided $\frac{1}{4}$ part of Kajugahalande, situated at Urapola aforesaid, in extent 2 acres 3 roods and 22 perches.

13. An undivided $\frac{1}{4}$ part of Kajugahalande, situated at Urapola aforesaid, in extent 1 acre and 38 perches.

14. An undivided $\frac{17}{100}$ part of land called Kahatagahawatte *alias* Kongahawatte and tiled boutique standing thereon, situated at Kospitiyana aforesaid, in extent about 4 bushels of paddy sowing.

15. An undivided $\frac{1}{2}$ part of land called Kahatagahawatte, situated at Weka *alias* Udugama in Gangaboda pattu, Siyane korale, in extent 6 acres 1 rood and 2/4 perches.

16. An undivided $\frac{1}{2}$ part of field called Udumullekumbure, situated at Udugama aforesaid, in extent 4 acres 2 roods and 3/48 perches.

17. An undivided $\frac{1}{2}$ part of land called Migahawatte, situated at Udugama aforesaid, in extent 1 acre 1 rood and 13/90 perches.

18. An undivided $\frac{1}{2}$ part of Millagahalande, situated at Udugama aforesaid, in extent 13 acres 2 roods and 16/36 perches.

19. All that land called Werellehena, situated at Kandana in Gangaboda pattu, Siyane korale, in extent 10 acres 3 roods and 6 perches.

20. An undivided $\frac{1}{2}$ part of land called Tullhriyalagewatte and of the tiled boutique standing thereon, situated at Udugama or Weka aforesaid, in extent $1\frac{1}{2}$ acre.

21. An undivided $\frac{1}{28}$ part from and out of a strip of land called Hadduwewatte, situated at Eswatte in Udugaha pattu, Hewagam korale, in extent 13 acres 1 rood and 19 perches.

22. An undivided $\frac{3}{28}$ parts from and out of a strip of land called Hadduwewatte, situated at Eswatte aforesaid, in extent 13 acres 1 rood and 19 perches.

23. An undivided $\frac{1}{2}$ part from and out of a strip of land called Hadduwewatte, situated at Eswatte aforesaid, in extent 13 acres 1 rood and 19 perches.

24. An undivided $\frac{1}{28}$ part from and out of a strip of land called Hadduwewatte, situated at Eswatte aforesaid, in extent 13 acres 1 rood and 19 perches.

25. An undivided $\frac{1}{28}$ part from and out of a strip of land called Hadduwewatte, situated at Eswatte aforesaid, in extent 13 acres 1 rood and 19 perches.

26. All that land called Aluwankatukela, situated at Dangalla in Gangaboda pattu, Siyane korale, in extent 12 acres 0 roods and 2/28 perches.

27. All that land called Horagahadeniyalande, situated at Dangalla aforesaid, in extent 7 acres 2 roods and 27 perches.

28. All that land called Horagahalande *alias* Warakanatte, situated at Dangalla aforesaid, in extent 2 acres 3 roods and 29 perches.

29. All that allotment of land called Bulugahalanda *alias* Pumalanda and Horagahadeniya, situated at Pattiagama in Gangaboda pattu, Siyane korale, in extent 9 acres 3 roods and 25 perches.

30. An undivided $\frac{1}{2}$ part from and out of all that land called Kahatagahalande, situated at Milata in Gangaboda pattu, Siyane korale, in extent 1 acre 2 roods and 2 perches.

31. All that allotment of land called Aluwankele, situated at Dangalla aforesaid, in extent 20 acres 1 rood and 38 perches.

32. All that allotment of land called Bulugahadeniya, situated in the village Pattiagama in Gangaboda pattu, Siyane korale, in extent 3 roods and 36 perches.

33. All that allotment of land called Puwakahalande, situated at Poogoda aforesaid, in extent (exclusive of the footpath passing through the land) 37 acres.

34. An allotment of land called Kabulkosgahakelle, situated at Poogoda aforesaid, in extent 1 acre 1 rood and 32 perches.

35. All that undivided $\frac{1}{2}$ part from and out of all that land called Kududiyakada, Kahatagahalande, situated at Dedigomuwa in Palle pattu of Hewagam korale, in extent 8 acres and 28 perches.

J. W. H. EBERT,

Colombo, March 12, 1906.

Auctioneer.

MUNICIPAL COUNCIL NOTICES.

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 in the order stated, under authority of section 21 of the Municipal Councils' Amendment Ordinance, No. 1 of 1896.

Lists K and L, properties in Arupola, on Tuesday, May 8, 1906, commencing at 8 o'clock A.M.

Lists M and N, properties in Watapulua, on Wednesday, May 9, 1906, commencing at 8 o'clock A.M.

Lists O and P, properties in Watapulua, on Thursday, May 10, 1906, commencing at 8 o'clock A.M.

List Q, properties on road between Peradeniya and Primrose, Pitakanda, and Huduhumpola, on Friday, May 11, 1906, commencing at 8 o'clock A.M.

List R, properties in Bahirowakanda, Wattarantenna, and Leyula, on Saturday, May 12, 1906, commencing at 8 o'clock A.M.

List S, properties in Dodanwela, on Monday, May 14, 1906, commencing 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.

The Municipal Office,
Kandy, April 3, 1906.

By order,
H. BYRDE,
Secretary.

LIST K/2.

Aruppola.

No.	Description of Property.	Reputed Owner.
2	Field	John Perera
4	Do.	Pinghamy Arachchi
11	Do.	Dingirala
18	Do.	D. C. de Silva
19	Do.	Pinghamy Arachchi
20	Do.	Kiri Bandu and others
21	Do.	Punchirala
23	Do.	Manickrala
24	Do.	Dingirihamy
25	Do.	Sinnetamby
26	Do.	Ilukgasgoda Punchirala
27	Do.	Kirihamy Gamahay
28	Do.	Panickea
29	Garden	Punchirala and others
30	Do.	Kirihamy Gamahay
31	Do.	Manickrala and others
34	Field	Devalaya Pina
35	Do.	Undia
36	Do.	Manika
37	Do.	Mohamado Lebbe
39	Do.	Pitiyegedara Yakdessa
40	Do.	Muleyakdessalayagedara Kira
42	Do.	Punchirala
42a	Do.	Ranghamy Karia Korala

LIST L/2.

43	Garden	Devalaya Pina
44	Do.	Undia
46	Do.	Pitiyegedara Yakdessa
51	Do.	Ranghamy Karia Korala
52	House and garden	Sodina
53	Do.	Pitiyegedara Panickeya
55	Do.	Kirihamy Gammahay
56	Do.	Kiria
57	Do.	Tikira
58	Hena	Appoo Gamahay
59	House and garden	Ranmenika
60	Do.	Tikiri Menika
62	Do.	Siyatu
64	Do.	Punchirala
65	Do.	Tikiri Menika
66	Do.	Kiri Ukkua and others
67	Do.	Tikiri Menika

No.	Description of Property.	Reputed Owner.
68	House and garden	Kiri Bandu
69	Do.	Dingiri Menika
70	Do.	Dewalaya Bindu
71	Do.	Kirihamy Gamahay

List M/2.

Watapuluwa.

2, 34, and 35	Land	M. L. Abdul Majid
4	House and garden	Madapuligedara Siyatu and others
6	Do.	W. M. Banda
7	Do.	do.
8	Field	Galkaduagedara Ukkurala
9	Do.	Madapulagedara Appuhamy
11	Do.	Dorasamy
13	Do.	W. M. Banda
19	Garden	Dorasamy
21	Do.	Amunugamegedara Mudianse
22	Do.	Dorasamy
23	Do.	do.
25	Do.	do.
26	Do.	do.
29	Do.	Hunkirigedara Punchirala
33	Do.	Bibilegedara Ranmenika
37	House and ground	Govagoda Nayake Unnanse
38	Garden	do.
39	Field	Ukku Menika
41	Do.	Amunugamegedara Ukku Banda
42	Do.	Ukku Amma
46	Do.	Nittawela Vihare

List N/2.

48	Field	Nittawela Vihare
49	Do.	Ukku Banda
50	Do.	Mohamado Lebbe
51	Do.	Suramba Panickiya and others
52	Do.	Amunugamegedara Kalu Menika
57	Do.	Packir Tamby and others
58	Do.	Sinne Lebbe Arachchi
61	Do.	M. L. Abdul Majid
65	House and land	K. Ukku Banda
69	Do.	Sinnetamby Muhandiram
73	Do.	Baba Appu
78	Do.	Satchianandan Pulle
82	Do.	T. P. Perera
86	Do.	Ukku Menika
88	Do.	Nittawela Vihare
90	Do.	Baron Pieris
91	Do.	Siridira and others
92	Do.	C. Bala Appuhamy
97	Field	Sedera and others
98	Do.	Suramba and others

List O/2.

101	Garden	Mudalihamy and others
107	Field	Ossen Saibo
109	Do.	Casile Marikar
110	Do.	M. Punchi Menika
111	Do.	Mudianse
113	Do.	Appuhamy
117	Do.	Wadugodapitiya's estate
118	Do.	Lansua Heneya
124	Garden	Sedera Panickiya and others
126	Do.	Ukku Menika
129	Do.	Appuhamy
133	Do.	do.
134	Do.	Amunugamegedara Ukku Banda
135	House and land	Ukku Banda and others
137	Do.	Appuhamy
138	Do.	Ukku Banda and others
139	Do.	M. L. Abdul Majid
141	Do.	Mudalihamy
142	Do.	Kaluhamy
143	Do.	Menickrala and others

Lot.	Description of Property.	Reputed Owner.
LIST P/2.		
144	House and land	Punchi Banda
148	Do.	Menickrala
149	Do.	Kiri Mutu
154	Do.	Punchi Menika
157	Do.	Appuhamy
160	Field	Packir Tamby
162	Do.	Punchirala
163	Do.	Ukku Banda and others
164	Do.	Ukku Banda
165	Do.	Ukku Menika
167	Do.	Bopegedara Kiri Banda
168	Do.	Manikrala and others
169	Do.	Mudianse
171	Garden	do.
172	Hena	Keerala Arachchi
176	Do.	Punchirala
177	Garden	Amunugamegedara Ukku Banda

LIST Q/2.*Road between Peradeniya and Primrose Hill.*

5	Garden	Deen Hannan
8	Do.	S. Cader Saibo
9, 19, and 23	Garden and field	D. M. Nonno Hamy
11	House and garden	Koralegedara Poddie
12 and 14	Garden	S. Cader Saibo
16	Do.	Konne Appuhamy
24	Field	D. M. Ran Menika
25	Do.	D. M. Nonno Hamy
26	Do.	D. M. Ran Menika
27	Garden	R. M. Appuhamy and others
29	Do.	S. Cader Saibo

Pitakanda.

1, 2, and 13	House and garden	Ponnasamy Arachchi
6	Field	Henagama Tikiri Dureya
8	Do.	C. W. de Motte
11	Do.	J. B. Blaze

Huduhumpola.

1	Field	Wadugodapitiye Dingiri Amma
3	Do.	do.
5 and 16	Do.	Ramasamy
6	Do.	(Kiri Byah) Nata Dewale
7	Do.	R. M. Mudalihamy
8, 12, and 22	Do.	(Poola) Nata Dewale
10 and 25	Field and garden	G. Punchirala
13 and 18	Do.	Kiri Byah
19	House and garden	Babanis, Native Doctor
21	Garden	Moses Naden
23	House and garden	Suppramanian
24	Garden	Poola
29	House and garden	Rev. Gnanamuttu

LIST R/2.*Bahirowakanda.*

11	House and garden	Simon de Alwis
12, 13, 16 to 20	Do.	C. Samsar Ali
21	Garden and house	Girihagama Kumarihamy
22	Do.	Suwaris Appu
23	Do.	Thomas Perera

Wattarantenna.

3 and 6	Field and garden	Gangaragama (Kiri Saduwa)
7	Field	Silva

Leula.

1 to 4 and 9	Garden	Dodanwala Ratemahatmaya
18	Do.	Ratanajoti Unnanse
20	Do.	Delangahapitiya Kira
21	Do.	Karalina Hamy
27	Do.	Pallege Menika
32	Field	Ukkuwa Dureya
42	Garden	P. Menika
45	Do.	Y. Ukkua

Lot.	Description of Property.	Reputed Owner.
47	Chena	Hawadia Dureya
48	Garden	Karlina Hamy
50	Do.	A. Mudalihamy
71	Do.	E. Bodia
List S/2.		
<i>Dodanwala.</i>		
7	Garden	Edwin Goonawardena
8	Chena	K. D. F. Perera
9	Garden	Girihagama Kumarihamy
10	Do.	Marambe Kumarihamy
11	Do.	Wadugodapitiya's estate
12	Field	Marambe Kumarihamy
13 and 14	Field and garden	K. D. F. Perera
15	Field	Atulgama Seyatu
17	Do.	Rewatha Unnanse
19	Do.	H. M. Punchi Banda
20	Do.	E. M. Punchi Banda
21	Do.	Punchi Banda
22	Do.	Hettigedara Punchirala
24	Do.	Punchirala
26	Do.	G. W. Dodanwala
28	Do.	P. B. Elekewela
31	Do.	Laurence Silva
32	Do.	Mudiyanse Arachchi
34	Do.	P. B. Elekewela
36	Chena	A. Perera
39	Garden	Ratanajoti Unnanse
43a	Do.	Wadugodapitiya's estate
46	Garden	E. M. Punchi Banda
47	Do.	Hettigedara Punchirala
50	Do.	D. M. Ukku Menika
52	House and garden	P. B. Elekewela
54	Do.	Hettigedara Punchirala
55	Do.	Ana Sara Amma
58	Field	P. B. Elekewela and others
60	Do.	G. W. Dodanwala
61	Do.	Punchi Banda and Punchirala
65	Garden	A. L. Tapanis Perera
67	Do.	G. W. Dodanwala
69	Do.	E. M. Punchi Banda
70	Garden and house	E. M. Bandara Menika
71	Field and garden	G. W. Dodanwala
72	Field	E. M. Punchi Banda
73	House and garden	P. B. Dodanwala
74	Garden	G. W. Dodanwala
75	Do.	E. M. Punchi Banda
76 to 79, 82 and 83	Do.	P. B. Dodanwala
80	Field	G. W. Dodanwala

MUNICIPALITY OF COLOMBO.

LIST of persons licensed during February and March, 1906, under Ordinance No. 15 of 1883, to practise as Auctioneers and Brokers.

License Auctioneers.
No.

29	Mr. Gabriel Perera
30	„ Arthur E. Ephraimes
31	„ Walter Edward Keell
32	„ Ernest Masters
33	„ William Selappa Pillai Niles
34	„ Harris O. Beven
35	„ Thelge Mathes Pieris
36	„ Don Baron Gooneratne
37	„ Eugene Elders
38	„ Muthanthrige Abraham Fernando
39	„ Gerard Robert Bacot
40	„ Martin Alex. Rode.

Brokers.

39	Mr. Alexander Mendis Jayewardene, Muhandiram
----	--

40	„ Hormasjee Dinshaw
41	„ Arthur E. Ephraimes
42	„ Walter Edward Keell
43	„ Harold Meredith Waldoock
44	„ Fredrich William Waldoock
45	„ Thomas Paul
46	„ Severis Sooriya Aratchege Ameresaker
47	„ Tantrimudelige Don David
48	„ William Sellappa Pillai Niles
49	„ Harris O. Beven
50	„ Gunsekera Aratchege Paulus Perera
51	„ Thelge Mathes Pieris
52	„ Francis Stolmond de Silva
53	„ Andrew Daniel Perera
54	„ Eugene Elders
55	„ Allanson Richard Thomas Jochim
56	„ John Louis Bertram Crozier
57	„ Muthanthrige Abraham Fernando
58	„ Benjamin Silva Jayasinghe
59	„ Ardichir Cowasjie

The Municipal Office,
Colombo April 4, 1906.

R. R. DENNWILLE,
Secretary, Municipa
Council, Colombo

MUNICIPALITY OF COLOMBO.

Progress Report.

Statement showing Expenditure and Balance on February 28, 1906.

Est. No.	Date of Commencement.	Date of Completion.	Vote.	Expenditure this Month.			Total Expenditure to Date.	Balance to Date.	Excess
				Through Advance Account.		Direct to Estimate.			
				Labour.	Stores.				
			Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	
ASSISTANT ENGINEER, ROADS.									
<i>Cemeteries.</i>									
72	Dec. 1905	—	172 0	11 89	—	—	40 28	131 72	—
<i>Public Health Department.</i>									
150	Dec. 1905	—	3,900 0	46 7	332 0	—	486 0	3,414 0	—
154	Feb. 1906	—	2,800 0	14 39	—	—	14 39	2,785 61	—
<i>Roads, Bridges, and Culverts.</i>									
158	Dec. 1905	—	11,297 0	668 46	—	349 99	2,650 80	8,646 20	—
159	do.	—	17,100 0	457 20	234 23	—	2,101 49	14,998 51	—
194	do.	—	19,636 35	120 8	2,061 96	18 20	3,957 26	15,679 9	—
195	do.	—	10,137 0	88 22	7 3	—	373 84	9,763 16	—
196	do.	—	7,848 0	6 90	3 16	54 7	2,425 1	5,422 99	—
197	do.	—	5,248 35	1 60	3 16	—	266 87	4,981 48	—
198	Jan. 1906	—	7,848 0	—	233 46	—	235 86	7,612 14	—
199	Dec. 1905	—	7,521 0	1 60	3 24	2 18	2,273 4	5,247 96	—
200	do.	—	16,300 95	203 65	876 71	—	1,388 65	14,912 30	—
201	do.	—	9,499 35	—	—	—	—	9,499 35	—
202	do.	—	18,688 5	456 35	2,153 79	13 73	2,633 37	16,054 68	—
203	Feb. 1906	—	8,681 85	1 60	—	—	1 60	8,680 25	—
204	Jan. 1906	—	17,658 0	395 4	30 41	2 94	1,234 46	16,423 54	—
205	Dec. 1905	—	22,383 15	421 82	4,203 29	—	5,398 33	16,984 82	—
206	Jan. 1906	—	3,730 86	53 89	330 76	—	930 47	2,800 39	—
207	Dec. 1905	—	3,374 52	136 56	546 88	7 25	825 99	2,548 53	—
208	Jan. 1906	—	2,452 20	68 35	908 28	—	1,226 30	1,225 90	—
209	—	—	559 20	—	—	7 3	7 3	552 17	—
210	Feb. 1905	—	3,168 80	78 5	4 74	—	82 79	3,086 1	—
211	—	—	1,062 48	—	—	—	—	1,062 48	—
212	Dec. 1905	—	3,103 12	81 89	100 50	—	565 42	2,537 70	—
213	do.	—	3,004 92	119 29	977 85	—	1,148 53	1,856 39	—
214	do.	—	8,450 58	79 69	507 72	—	878 79	7,571 79	—
215	do.	—	9,155 65	183 60	1,322 49	—	1,975 68	7,179 97	—
216	Jan. 1906	—	932 90	2 94	—	—	6 10	926 80	—
217	Feb. 1906	—	5,147 10	—	2 7	—	2 7	5,145 3	—
162	Dec. 1905	—	2,900 0	95 46	149 55	—	614 33	2,285 67	—
165	do.	—	10,000 0	515 42	603 54	—	3,176 3	6,823 97	—
166	do.	—	17,000 0	844 89	70 33	503 68	3,263 15	13,716 85	—
167	—	—	221 0	—	—	—	—	221 0	—
168	—	—	515 0	—	—	—	—	515 0	—
<i>Scavenging.</i>									
169	Dec. 1905	—	120,238 0	8,364 80	672 22	113 33	26,949 65	93,288 35	—
<i>Drains.</i>									
170	Dec. 1905	—	5,000 0	199 81	4 74	—	842 82	4,157 18	—
221	—	—	307 50	—	—	—	—	307 50	—
<i>Lake and Canals.</i>									
171	Dec. 1905	—	4,500 0	177 53	—	—	606 37	3,893 63	—
173	do.	—	1,000 0	—	—	—	0 82	999 18	—
175	do.	—	4,500 0	145 13	—	—	274 99	4,225 1	—
<i>Parks.</i>									
176	Dec. 1905	—	6,788 0	317 61	—	93 33	1,310 64	5,477 36	—
177	do.	—	1,479 0	61 64	2 33	—	199 22	1,279 78	—
179	do.	—	1,315 0	64 40	2 33	—	195 49	1,119 51	—
180	do.	—	560 0	12 88	—	—	65 20	494 80	—
181	do.	—	2,196 0	169 49	359 85	—	758 56	1,437 44	—
182	do.	—	741 0	40 22	12 54	—	151 21	589 79	—
183	do.	—	1,693 0	100 37	—	—	320 9	1,372 91	—
184	—	—	643 0	—	—	—	—	643 0	—

Est. No.	Date of Commencement.	Date of Completion.	Vote.	Expenditure this Month.				Total Expenditure to Date.	Balance to Date.	Excess		
				Through Advance Account.		Direct to Estimate.	Rs. c.				Rs. c.	Rs. c.
				Labour.	Stores.							
222			Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.		
50/02	Oct. 1903		3,584 61	—	—	—	—	3,584 61	—	—		
51/02	Sept. 1903		431 64	—	—	—	—	431 64	—	—		
53/02	Aug. 1903		400 52	—	—	—	—	400 52	—	—		
54/02	Nov. 1903		328 25	—	—	—	—	328 25	—	—		
337/03	July, 1905	Dec. 1905	2,538 28	—	—	—	1,210 43	1,327 85	—	—		
273/04	Nov. 1904		46 24	—	—	—	—	46 24	—	—		
303/04	June, 1905		69 73	—	—	—	1 75	67 98	—	—		
204/05	May, 1905		948 1	11 60	—	—	181 7	766 94	—	—		
212/05	do.	Dec. 1905	394 90	—	—	—	—	394 90	—	—		
213/05	do.		107 65	22 31	7 30	—	30 86	76 79	—	—		
239/05	Dec. 1905		187 22	—	—	—	130 88	56 34	—	—		
263/05	Nov. 1905		150 62	—	20 65	—	118 32	32 30	—	—		
280/04	Oct. 1904		417 24	—	—	—	19 71	397 53	—	—		
264/05	Dec. 1905	Dec. 1905	51 27	—	—	—	38 33	12 94	—	—		
243/05	Aug. 1905	do.	15 6	—	—	—	3 0	12 6	—	—		
266/05	Dec. 1905	do.	173 42	—	—	—	40 22	133 20	—	—		
238/05	Aug. 1905	do.	38 37	—	—	—	24 78	13 59	—	—		
260/05	Oct. 1905	do.	214 46	—	—	—	53 2	161 44	—	—		
236/05	Aug. 1905	do.	95 63	—	—	—	8 72	86 91	—	—		
251/05	Oct. 1905	do.	63 14	—	—	—	3 58	59 56	—	—		
261/05	Nov. 1905	do.	86 16	—	—	—	61 1	25 15	—	—		
233/05	Aug. 1905	do.	36 27	—	—	—	9 52	26 75	—	—		
268/05	Dec. 1905	do.	90 49	—	—	—	66 77	23 72	—	—		
217/05	June, 1905	do.	48 29	—	—	—	12 28	36 1	—	—		
267/05	Dec. 1905	do.	37 27	—	1 7	—	23 12	14 15	—	—		
218/05	July, 1905	do.	102 49	—	—	—	47 57	54 92	—	—		
271/05	Dec. 1905	do.	74 90	—	—	—	24 81	50 9	—	—		
262/05	Dec. 1905	do.	151 66	—	—	—	131 2	20 64	—	—		
252/05	Ang. 1905	do.	237 38	—	—	—	0 48	236 90	—	—		
41/05	May, 1905	do.	33 70	—	—	—	0 82	32 88	—	—		
218/04	July, 1905	do.	26 13	—	—	—	4 89	21 24	—	—		
281/05			74 50	—	—	—	—	74 50	—	—		
279/05			78 0	—	—	—	—	78 0	—	—		
272/05	Dec. 1905		225 50	—	—	—	146 9	79 41	—	—		
			—	99 49	—	—	99 49	—	—	—		
Total			29,587 0	153 75	40 12	6 81	2,936 23	26,750 26	—	—		

Est. No.	Date of Commencement.	Date of Completion.	Vote.	Expenditure this Month.			Total Expenditure to Date.	Balance to Date.	Excess.
				Through Advance Account.		Direct to Estimate.			
				Labour.	Stores.				
			Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	
8 Stationery ...	—	—	—	—	11 53	—	—	—	—
14 Capture of dogs ...	—	—	—	—	12 0	—	—	—	—
48 Tools and equipments ...	—	—	—	—	41 23	—	—	—	—
56 Dematagoda oil, carbolic acid, &c. ...	—	—	—	—	28 95	—	—	—	—
58 Madampitiya oil, carbolic acid, &c. ...	—	—	—	—	—	—	—	—	—
61 Tools, &c., slaughter-houses ...	—	—	—	7 44	6 75	—	—	—	—
70 Contingencies (cemeteries) ...	—	—	—	—	1 74	—	—	—	—
118 Stores, Fire Brigade ...	—	—	—	8 27	47 13	—	—	—	—
125 Prevention of infectious diseases ...	—	—	—	—	—	—	—	—	—
126 Cost of disinfectants ...	—	—	—	—	43 28	—	—	—	—
145 Miscellaneous, Health Department ...	—	—	—	—	3 84	—	—	—	—
113 Miscellaneous ...	—	—	—	—	6 34	—	—	—	—
148 Cost of disinfectants ...	—	—	—	—	53 66	—	—	—	—
76 General upkeep, Printing Department ...	—	—	—	—	12 53	—	—	—	—
121 Working expenses and lights ...	—	—	—	8 87	48 84	—	—	—	—
Total ...	—	—	7,717 80	200 65	320 69	33 40	757 17	6,960 63	—
SUMMARY.									
Assistant Engineer, Roads ...	—	—	508,401 35	17,606 2	22,453 68	1,177 82	87,423 48	420,977 87	—
Assistant Engineer, Works ...	—	—	29,587 0	153 75	40 12	6 81	2,936 23	26,750 26	—
Assistant Engineer, Mechanical ...	—	—	174,704 31	2,763 38	1,482 60	7 70	11,658 13	163,046 18	—
Gas Inspector ...	—	—	151,517 0	—	—	11,325 39	22,984 29	128,532 71	—
Municipal Engineer ...	—	—	7,717 80	200 65	320 69	33 40	757 17	6,960 63	—
Total ...	—	—	871,927 46	20,723 80	24,297 9	12,551 12	125,759 30	746,267 65	—

Total payments for labour ...	Rs. c.	20,723 80
Amount of cheque No. 197 ...	16,823 17	
Do. " 198 ...	3,900 11	
Amount in cash ...	0 52	
	<u>20,723 80</u>	
Refund ...	Nil	

The Municipal Office,
Colombo, March 9, 1906.

R. SKELTON,
Municipal Engineer.

TRADE MARKS NOTIFICATIONS.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 and 1890," and the Regulations made on March 28, 1889, notice is hereby given that Mr. R. R. Napier of Hatton, Ceylon, has applied on behalf of the Liquozone Company, a corporation duly organized under the laws of the State of Illinois, and having its principal place of business at 458, Wabash Avenue, Chicago, County of Cook, State of Illinois, United States of America, who claim to be the proprietors thereof, for the registration of the following Trade Mark in Class 3 in the Classification of Goods in the above-mentioned Regulations:—

LIQUOZONE

Colonial Secretary's Office,
Colombo, March 29, 1906.

A. M. ASHMORE,
Colonial Secretary.

ROAD COMMITTEE NOTICES.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1906, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, April 21, 1906, at 1.30 o'clock P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

PADIAPELLELLA-ELLAMULLA ROAD.

Government moiety .. Rs. 1,140.40
Private contributions .. Rs. 1,120.00

1st to 4th section, 4 miles.

Proprietors or Agents.	Estates.	Acreage.
H. V. Masfield (R. N. Maclean)	.. Kabaragala	.. 937

1st to 5th section, 4.89 miles.

George Steuart & Co. (K. J. Thorpe)	.. Galella	.. 632
Finlay, Muir & Co. (F. G. Harvey)	.. Mandaranewera	.. 790
Do.	.. Goodwood	.. 273
Colombo Commercial Co., Ltd. (K. J. Thorpe)	.. Ellamullawellakele	840

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

H. WACE,

Provincial Road Committee's Office, Chairman.
Kandy, March 26, 1906.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1906, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will, on Saturday, May 5, 1906, at 1.30 o'clock P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

BALANGODA-CHETNOLE BRANCH ROAD.

(Estimate No. 185 of January 25, 1906.)

Government Moiety .. Rs. 1,069.20
Private contributions .. Rs. 1,080.00

1st to 4th section.

Proprietors or Agents.	Estates.	Acreage.
H. & N. Worship	.. Morahela	.. 383
E. M. Leaf	.. Walawe	.. 578

1st to 7th section.

Anglo-American Direct Tea Trading Company (Agents, Finlay, Muir & Company)	.. Chetnole	.. 414
Do.	.. Maddekanda	.. 735
Do.	.. Rassagala	.. 1,660
Palavasani Kankani	.. Selvawatta	.. 60

3,830

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

R. B. HELLINGS,

Provincial Road Committee's Office, Chairman.
Ratnapura, March 23, 1906.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1906, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will, on Saturday, May 5, 1906, at 1.30 o'clock P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

DEHIOWITA-ALGODA BRANCH ROAD.

(Estimate No. 195 of January 25, 1906.)

Government moiety .. Rs. 445.50
Private contributions .. Rs. 450.00

Proprietors or Agents. Estates. Acreage.

Lord Chelmsford & G. C. Ingles	.. Densworth	.. 537
The Sunnigama Ceylon Tea Estates Co., Ltd.	.. Pambegama	.. 938
The Panawala Tea Company, Limited	.. Ernani & Glassel	.. 931
The Nahalma Tea Estate Company, Ltd.	.. Nahalma	.. 692
C. Blair & A. M. Blair	.. Wood End & Rangegama	.. 513
H. A. Hayes & J. P. Anderson	.. Maldeniya	.. 354
W. Forsythe & S. L. Harries	.. Yogama	.. 1,186

5,155

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

R. B. HELLINGS,

Provincial Road Committee's Office, Chairman.
Ratnapura, March 23, 1906.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1906, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will, on Saturday, May 5, 1906, at 1.30 o'clock P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

PARAKADUWA-HEMMINGFORD BRANCH ROAD.

(Estimate No. 196 of January 25, 1906.)

Government moiety .. Rs. 420.75
Private contributions .. Rs. 425.00

Proprietors or Agents. Estates. Acreage.

The General Ceylon Tea Estates, Ltd.	.. Hemmingford	.. 424
Do.	.. Alnoor	.. 423
Do.	.. Pathberiya	.. 254
Do.	.. Bovilloe	.. 196

1,297

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

R. B. HELLINGS,

Provincial Road Committee's Office, Chairman.
Ratnapura, March 23, 1906.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1906, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will, on Saturday, May 5, 1906, at 1.30 o'clock P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

RATNAPURA-MALWALE FERRY BRANCH ROAD.

(Estimate No. 184 of January 25, 1906.)

Government moiety .. Rs.1,732.50
Private contributions .. Rs.1,750.00

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
The Mahawala Tea Estates Co, Ltd.	Mahawala	940
1st to 5th section 4½ miles.		
Mrs. Isabella Silva	New Bambarabotuwa	1,017
The Hopewell Tea Co, Limited	Hapugastenne Group	3,732
Do.	Hopewell	633
Do.	Alupolla	444
Do.	Balakotenna	170
Do.	Wewelwatta	171
Do.	Welawalamukalana	763
Messrs. Finlay, Muir & Co (Leasees)	Agar's Land	480
		8,350

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

R. B. HELLINGS,
Chairman.

Provincial Road Committee's Office,
Ratnapura, March 23, 1906.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1906, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will, on Saturday, May 5, 1906, at 1.30 o'clock P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

GEWILPITIYA-HATGAMPOLA BRANCH ROAD.

(Estimate No. 206 of January 25, 1906.)

Government moiety .. Rs. 396.00
Private contributions .. Rs. 400.00

Proprietors or Agents.	Estates.	Acreage.
J. R. Collinson and H. Witham	Yellangowrie	440
W. L. Strachan	Debatgama	437
E. G. Mainsty & W. C. Whitham	Kalugalla	103
		980

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

R. B. HELLINGS,
Chairman,
Provincial Road Committee's Office,
Ratnapura, March 23, 1906

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having granted the under-mentioned sum for

the maintenance of the road from Kegalla-Polgahawela road to Lowlands Estate during 1906, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, April 21, 1906, at 10 A.M., at the Kurunegala Kachcheri, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety .. Rs. 385
Private contributions .. Rs. 385

Proprietors or Agents.	Estates.	Acreage.
Charles Peries	Serapis	60
Lipton, Limited	Cairnhill	132
Do.	Lower Eadella	20
Do.	Lowland	65
Do.	Upper Eadella	438
Do.	Lesmoir	114

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

A. W. SEYMOUR,
Secretary.

Provincial Road Committee,
Kurunegala, March 30, 1906.

Gampola-Dolosbage Road.

NOTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee for the above road will be held at Somerset Factory on Tuesday, May 1, 1906, at 8.30 A.M., 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 or managers of each estate—

for an assessment on the private contribution of Rs. 1,300 on the maintenance estimate for 1906, and to transact such other business as may come before it.

P. J. M. BOX,
Chairman, Local Committee,
Cooroondoowatte Estate,
Gampola, March 30, 1906.

Duckwari Cottaganga Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held at Cottaganga on Friday, April 27, 1906, at 3 P.M., 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 or managers of each estate—

for an assessment on the private contribution of Rs. 425 on the maintenance estimate for 1906, and to transact such other business as may come before it.

H. GLYN ECCLES,
Chairman, Local Committee,
Cottaganga Estate,
Rangala, April 2, 1906.

Kadugannawa Allagalla Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held at Kirimettiya Bungalow on Wednesday, April 11, 1906, at 3 P.M., to consider and report to the Provincial Committee with regard to road assessment for Oolankanda estate.

N. G. GLASGOW,
Chairman, Local Committee,
Kirimettiya estate,
March 26, 1906.

Ceylon Government Railway—Comparative Statement of Traffic for the Quarter ended
December 31, 1905.

Receipts from	Quarter ended December 31, 1904.			Quarter ended December 31, 1905.			Increase— 1905 over 1904.			Decrease— 1905 below 1904.		
	No.	Rs.	c.	No.	Rs.	c.	No.	Rs.	c.	No.	Rs.	c.
Passengers, Ordinary and Special	1,597,565	825,869	29	1,590,228	861,715	96	—	35,846	67	7,337	—	—
Coolies	16,065	19,170	39	20,146	21,569	57	4,081	2,399	18	—	—	—
Season Tickets	9,361	27,395	41	10,232	30,012	95	871	2,617	54	—	—	—
Parcels and Mails	188,990	75,454	49	181,692	80,638	64	—	5,184	15	7,298	—	—
Horses, Carriages, and other Coaching Traffic	6,350	9,251	55	8,584	10,669	72	2,234	1,418	17	—	—	—
Goods (Tons)	145,571	1,385,505	72	145,434	1,474,657	77	—	89,152	5	137	—	—
Live Stock	8,618	4,559	7	8,766	4,355	50	148	—	—	—	203	57
Miscellaneous	—	37,173	95	—	24,598	60	—	—	—	—	12,575	35
Total for the Quarter	—	2,384,379	87	—	2,508,218	71	—	123,838	84	—	—	—
Brought forward from previous return	—	6,507,206	42	—	7,182,484	33	—	675,227	91	—	—	—
Total from Jan. 1 to Dec. 31, 1905	—	8,891,586	29	—	9,690,653	4	—	799,066	75	—	—	—
Corresponding period of previous year	—	—	—	—	8,891,586	29	—	—	—	—	—	—
Increase	—	—	—	—	799,066	75	—	—	—	—	—	—
Decrease	—	—	—	—	—	—	—	—	—	—	—	—
Traffic Train Mileage, January 1 to Dec. 31, 1905	—	—	—	1,737,300	—	—	—	—	—	—	—	—
Corresponding period of previous year	—	—	—	1,563,238	—	—	—	—	—	—	—	—
Increase	—	—	—	174,062	—	—	—	—	—	—	—	—
Decrease	—	—	—	—	—	—	—	—	—	—	—	—

Particulars of Goods conveyed.	Quarter ended December 31, 1905.	Quarter ended December 31, 1904.	Increase in 1905.	Decrease in 1905.	Nett Increase or Decrease from January 1 to December 31, 1905.	
					Increase in 1905.	Decrease in 1905.
	Tons.	Tons.	Tons.	Tons.	Tons.	Tons.
First class Goods...	150	146	4	—	25	—
Kerosine Oil, 2nd class	474	496	—	22	10	—
Other 2nd class	2,874	2,796	78	—	847	—
Rice, 3rd class	36,821	33,535	3,286	—	8,421	—
Arrack, 3rd class	854	1,075	—	221	—	941
Salt, 3rd class	1,262	1,476	—	214	—	297
Other 3rd class	16,306	16,056	310	—	2,204	—
Sundry other, 3rd class*	—	—	—	—	444	250
Coffee, 4th class	43	69	—	26	—	149
Cacao, 4th class	1,773	778	995	—	1,013	—
Cocoanut produce, 4th class†	7,265	7,845	—	580	1,063	1,842
Poonac, 4th class	1,945	2,234	—	289	—	523
Tea, 4th class	21,513	21,377	—	364	5,440	—
Timber, all classes	1,176	1,449	—	303	—	436
Other 4th class	7,797	7,287	510	—	1,441	—
Sundry, other 4th class‡	—	—	—	—	60	36
Other 5th class	3,862	4,605	—	743	—	951
Tea packing, 3rd and 6th classes...	4,114	3,591	523	—	1,343	27
Manure, 3rd and 6th classes	10,576	9,839	737	—	4,455	—
Plumbago, 3rd and 6th classes	4,905	4,332	573	—	782	167
Other 6th class	4,940	3,943	997	—	5,052	72
Rubber	4	—	4	—	11	—
Breakwater Material	1,697	9,176	—	7,479	—	24,181
Railway Material for extension	116	517	—	401	—	—
Railway Material for existing line	12,875	10,776	2,099	—	5,726	—
Bulk Petroleum	1,273	1,124	149	—	509	—
Liquid Fuel	634	328	306	—	1,466	—
Free Goods	125	191	—	—	—	163
	145,434	145,571	10,571	10,708	40,312	30,035

* Increase in tobacco and beer; decrease in tea leaf, cinnamon, and cardamoms.

† Increase in cocoanuts; decrease in cocoanut oil and copra.

‡ Increase in staves; decrease in cinchona and cotton.

GREENE,
General Manager.
General.

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

Vessels.	Date of Clearing.	For what Port.	Plantation Coffee.	Native Coffee.	Tea.	Cacao.	Bark Cinchona.	Branch Cinchona.	Cinchona Chips.	Cocoanuts.	Copra.	Cocconut Oil.	Cocconut Pounce.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Ebony.	Pumabago.	Coir Rope.	Coir Junk.	Coir Yarn.	Coir Fibre.	Sapan-wood.	Orchilla.	Amul Fibre.	Beer.	
COLOMBO.	1906.																											
ss. Bechuana	26-3	London			304578	252				68500	14562	1478		700*	1000		3360		4067			381034						
ss. Hindoo	26-3	Copenhagen			71906														245							81		
ss. Shropshire	26-3	London	410		863342	894	14065			219595		3219					8337		640									
ss. Nurani	27-3	Bombay			6850														21									
ss. Mooltan	27-3	Australia			296713																							
ss. Britannia	27-3	London			21222																							
ss. P. R. Lintpold	28-3	Yokohama.			30474	39				100																		
ss. Japan	28-3	London			344089																							
ss. Salazie	28-3	Marseilles			4475																							
ss. Simla	28-3	London			139903																	141						
ss. Delhi	28-3	Bombay	8		15645																							
ss. Derbyshire	29-3	London	46		1015286	56				149510				96†														
ss. Armand Béhic	29-3	China			26492																							
ss. Iyo Maru	29-3	London			527331	562				227405				10000														

* And Chips 26,592 lb.

† And Chips 148 lb.

Importation of Rice from India and other Ports during the Week.

TO COLOMBO :-	TO GALLE :-
From Tuticorin	Bags 8,311
Calcutta	68,618
Ammapatam	273
Bombay	50
Colesegrapatam	3
China	13
Total Bags	77,273

NIL.

H. M. Quetoms,
Colombo, April 2, 1906.

W. E. THORPE
for Principal Collector.

UNOFFICIAL ANNOUNCEMENTS.

(Continued from page 578.)

MEMORANDUM OF ASSOCIATION OF THE SINHALESE ARYA SUBODHA NATYA SABHA COMPANY, LIMITED

1. The name of the Company is "THE SINHALESE ARYA SUBODHA NATYA SABHA COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (a) To give dramatic performances in the Sinhalese language;
 - (b) To educate the masses in the history of their Island, and to awaken in them a love for their language, literature, and Sanghita, or music;
 - (c) To criticise the vices prevalent among the Sinhalese; and
 - (d) To erect a spacious theatre in Colombo to enable native companies to give dramatic performances.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Ten thousand Rupees (Rs. 10,000), divided into One hundred shares of Rupees hundred (Rs. 100) each, with power to increase the capital to such an amount as may be required from time to time for the business of the Company, and sanctioned by a special resolution of the Shareholders at a General Meeting.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
1. W. TILLAKARATNE, No. 26, Silversmith street, Colombo ..	.. Two
2. A. J. WIJEYESINGHE, No. 221, Madampitiya ..	.. Five
3. WALTER FERNAND, L.M.S., Calcutta, Colombo ..	.. Five
4. R. A. FERNANDO, No. 68, Third Maradana ..	.. Two
5. A. S. FERNANDO JAYASEKERA, Mudaliyar, Colombo ..	.. Two
6. G. H. GUNATILLEKA, Mercantile Bank, Colombo ..	.. Two
7. JOSEPH DE SILVA, No. 39, St. Joseph street, Colombo ..	.. Two
Total shares taken ..	.. Twenty

Witness to the above signatures :

JOHN DE SILVA,
Proctor, District Court, Colombo.

Dated at Colombo, this 15th day of March, 1906.

ARTICLES OF ASSOCIATION OF THE SINHALESE ARYA SUBODHA NATYA SABHA COMPANY LIMITED.

It is agreed as follows:—

With the exceptions of sections Nos. 6, 32, 41, 49, and 50, and except so far as those Regulations are inconsistent with, or modified by these presents, the Regulations in Schedule C of the Ordinance No. 4 of 1861 shall, so far as the same are applicable, form part of the Articles of Association of the Company.

The Directors shall have power to pay and allow out of the funds of the Company all costs, charges, and expenses, preliminary to and absolutely necessary for the establishment of the Company.

The shares may be offered to the public either together, or from time to time, in all limited numbers, and may be allotted and issued upon such terms and conditions as the Company shall from time to time in accordance with these Articles determine.

The transfer of any share or shares made by a Shareholder shall not be registered, if in the interests of the Company the Directors deem it expedient not to do so; but, if the transfer be approved, such approval shall be certified in writing under the hand of the Directors, endorsed on such instrument of transfer, and the Company shall thereupon register the transferee as a Shareholder.

Each share held by a single Shareholder shall entitle him to one vote at all the public meetings of the Company, and no person holding less than two shares shall be eligible to the office of Director.

There shall not be more than seven and less than five Directors, and three shall form a quorum.

The provisional Directors shall be seven of the subscribers for not less than one share each, whose names are attached to the Memorandum of Association, and they shall continue in office, except in case of death, absence from the district, or disqualification, until the first General Meeting of the Company, when they may be re-elected by the meeting, or others appointed in their stead.

The Directors shall appoint a Chairman, who will be entitled to a casting vote in all cases of an equality of votes upon any question under discussion.

The Directors shall have power to do the following things in the name and on behalf of the Company:—

To appoint or remove from time to time actors, actresses, artists, composers, musical directors, stage managers, business managers, secretaries, and other working members, and bankers to the Company as they may deem expedient, and to appoint an attorney or attorneys under seal of the Company to act specially when necessary on behalf of the Company, and to appoint one of their number as Managing Director. Provided, however, the Secretary shall not be eligible to the office of Director.

To enter into agreements for and on behalf of the Company with the composers, artists, musical directors, actors, actresses, teachers, stage managers, tailors, and other working members, and to fix salaries or remunerations for such persons.

To purchase or to take on lease any land, or to take on rent any building or premises, or erect any building or buildings that they may think requisite or desirable for the purposes of the Company, and again to re-sell, determine the lease of, or quit such premises.

To execute all deeds, receipts, warrants, and other documents that they may deem necessary, and for that purpose to use, when necessary, the Company's seal.

To refer disputes to arbitration, to compromise any debt or claim due to and from the Company, and to give time to any debtor or debtors for payment of his or their debts.

To draw and sign receipts, make, accept, and endorse any bill of exchange or promissory note that may be considered necessary by a meeting of the Board of Directors for the purposes of the business of the Company.

To borrow on behalf of the Company any sum or sums of money that they may deem expedient, either for the purchase, or for the taking on lease of any land or buildings, or for the purposes of extension of the buildings of the Company, and give as security for the money so borrowed, or any part thereof, mortgages, or other securities, bonds, bills of exchange, promissory notes, or such other securities as they may think fit. Provided that the whole amount of money due in respect of loans at any one time does not exceed half of the nominal capital of the Company, unless by consent of the Company, given at a General Meeting of the Shareholders after due notice of an intended resolution to increase the amount of loans specifying the amount proposed to be borrowed and the amount of existing loans and debts. To bring or defend any action, suit, or other legal proceedings, civil or criminal.

To carry into effect all or any of the objects of the Company as expressed in the Memorandum of Association, and to exercise all or any of the powers hereby reserved for the Company.

To have the performances given in different parts of the Island and in foreign countries, if they deem it expedient so to do.

To 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 Meetings.

Provided, however, that the seal of the Company shall not be affixed to any instrument except in the presence of three or more Directors, who shall attest to the sealing thereof. And provided further that all moneys, except the moneys required for current expenses, and all bills or notes belonging to the Company, shall from time to time be deposited by the Managing Directors with the bankers of the Company to the account of "The Sinhalese Arya Subodha Natya Sabha Company, Limited," and that no moneys or notes so deposited shall be delivered or paid out of such bank, except on the order of at least one Managing Director and the Secretary. Provided further that the Directors shall not have the power to purchase shares of the Company on behalf of the Company with its funds.

The capital of the Company shall not be increased without sanction of the Shareholders given by a special resolution at an Extraordinary General Meeting of the Company held for the purpose, of which notice shall have been previously given.

A declaration in writing under the hand of two of the Directors that the call in respect of a share or shares was made, and due notice thereof was given to the Shareholder, and that default in payment of the call was made, and that forfeiture of the shares was declared by a resolution of Directors to that effect, shall be sufficient evidence of the facts stated as against all the Shareholders in default and all persons claiming title to such forfeited shares. Such declaration and receipt of the Company for the price of such share when sold shall constitute a good title to any subsequent purchaser or purchasers of such shares. A certificate of proprietorship shall thereupon be delivered to the purchaser, and he shall be deemed the holder of such share subject to all the Regulations contained in these presents. Forfeited shares may be redeemed by the party whose shares have been declared forfeited at any time before they are disposed of, on payment of the amount of calls due, interests and all costs incurred, and on payment thereof such shares shall re-vest in the person entitled thereto before the forfeiture.

In case of an absent Shareholder or Shareholders the duly authorized and notified attorney of such Shareholder or Shareholders shall have power to appoint a proxy who is not a Shareholder, and the instrument appointing him shall have been deposited at the registered office of the Company not less than forty-eight hours before the time of holding any meeting at which he proposes to vote.

The office of Director shall be vacated: if he becomes insolvent; if he be concerned or participate in the profits of any contract with the Company; if he participates in the profits of any work done for the Company; if he holds any office in another Company or Society for the promotion of dramatic performances. Provided, however, he may be paid a monthly salary or remuneration for any special services he may render to the Company.

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

That no Director shall vacate his office by reason of his being a Shareholder in any incorporated Company which has entered into contracts with, or done any work for the Company of which he is Director, or by reason of his supplying the Company with any requisites for their business, provided the purchase be approved of by a majority of the other Directors; nevertheless he shall not vote in respect of such work or contract, and if he does so vote, his vote shall not be counted. And it is further provided that the Director of the Company may be a vendor or lessor of land, buildings, and other properties necessary for the carrying on of the business of the Company with the consent only of all the other Directors forming a Board, he himself having no vote in such matter as aforesaid and in which he is interested.

The Directors shall meet once in every month or more frequently if necessary. At the monthly meeting of the Directors it will be imperative that a statement of receipts and expenditure up to that date should be left at the Company's office for the information of the Shareholders. A General Meeting of the Shareholders of the Company shall be held as soon after the 31st day of December in each year as the books of the Company shall have been closed, of which meeting not less than seven days' public notice shall be given.

The Directors shall, seven days prior to these meetings, give or send to, or to the registered address of every resident Shareholder or notified attorney of an absentee Shareholder, and shall also submit to this meeting a correct statement of the affairs of the Company, their earnings and expenses during the past year, their assets and liabilities on the said 31st day of December, and shall also submit for consideration of the meeting any information and suggestions likely to forward the public convenience and the interests of the Company.

Besides the Annual General Meeting to be held as aforesaid, General Meetings shall be held quarterly, of which notice shall be sent to each Shareholder fourteen days prior to the date of the meeting at which a Quarterly Report of the status of the Company shall be read by the Secretary, and Shareholders shall be allowed to make suggestions for the material improvement of the Company. No business shall be transacted at any meeting except a declaration of a dividend, unless ten Shareholders be present, who shall form a quorum at the commencement of such business.

It shall be imperative on every Shareholder resident abroad to have an agent or attorney resident in Ceylon, lawfully authorized and notified to the Company as being authorized to receive on behalf of the said Shareholder all notices which the said Shareholder may be entitled to receive under these Articles or otherwise. And the Company shall not be bound to give notice to any Shareholder resident abroad otherwise than by giving the same to the agent or attorney so authorized and notified.

Any Shareholder who shall not have a resident agent or attorney so authorized and notified shall not be entitled to notice, and may be dealt with as having had notice, and as having agreed to dispense with such notice. Anything herein contained to the contrary notwithstanding.

Every person who by operation of law, by transfer, or other means shall become entitled to any share shall be bound by any and every notice or other document which, previous to his name and address being entered on the register in respect of his share, shall have been given to the person from whom he derives his title.

When any notice or document is delivered or sent in accordance with these presents to the registered place of abode of a Shareholder, then, notwithstanding his then being deceased, and whether or not the Company have notice of his decease, such service of the notice or other document shall, for all purposes of these presents, be deemed service thereof on his heirs, executors, and administrators.

In witness whereof the subscribers of the Memorandum of Association have hereunto set and subscribed their names on this 15th day of March, One thousand Nine hundred and Six.

1. W. TILLAKARATNE.
2. A. J. WIJEYESINGHE.
3. WALTER FERNAND, L.M.S. Calcutta.
4. R. A. FERNANDO.
5. A. S. FERNANDO JAYASEKERA.
6. G. H. GUNATILLEKA.
7. JOSEPH DE SILVA.

Witness to the above signatures :

JOHN DE SILVA,
Proctor of the District Court of Colombo.

The Talgaswela Tea Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at Victoria Arcade, Colombo, on Friday, 27th April, 1906, at 12 o'clock noon, for the purpose of considering and, if thought fit, passing the following resolution.

Should the resolution be passed by the required majority it will be submitted for confirmation as a special resolution to a second Extraordinary Meeting which will be subsequently convened.

That the Articles of Association be altered in manner following.

The following Article shall be substituted for Article 54, viz. :—

54. *Power to borrow.*—The Director 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 Fifty thousand Rupees (Rs. 50,000). 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 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 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.

By order of the Board of Directors,

J. J. VANDERSPAR & Co.,
Agents and Secretaries.

Colombo, March 30, 1906.

The Talgaswela Tea Company of Ceylon, Limited.

WITH reference to the notice appearing in the *Ceylon Government Gazette* of the 30th ultimo of an Extraordinary General Meeting of the above Company to be held at Victoria Arcade, Colombo, on Friday, 20th April, 1906, at 12 o'clock noon, notice is hereby given that the said Meeting has been postponed.