

Ceylon Government Gazette

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

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

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE PARAWATTE RUBBER COMPANY, LIMITED.

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

- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any part of the Company's general business and to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive, or non-exclusive, or limited right to use, or any information as to, any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase rubber, tea leaf, coffee, and (or) other raw products, or produce, for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones or deposits or products, and generally to carry on the business of mining in all branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, and carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, 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.
- (12) To cultivate, manage, and superintend estates and properties in Ceylon and elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain; and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To procure the Company to be registered or established in the Island of Ceylon; and, if and when necessary or thought advisable, elsewhere.
- (16) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (17) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money, or the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, or irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital, or the unpaid calls of the Company.
- (18) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit. Also to pay off the moneys secured thereby or any part or parts thereof, and to re-borrow.
- (19) To invest, and deal with, the moneys of the Company not immediately required, upon such securities, and in such manner, as may from time to time be determined.
- (20) To make, accept, endorse, execute, and issue promissory notes, bills of exchange, and other negotiable or transferable instruments.
- (21) To remunerate any parties for services rendered, or to be rendered, in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (22) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (23) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the undertaking, property, and rights of the Company for such consideration as the Company think fit, and in particular in consideration of rents, moneys, or securities for money, shares, debentures, or securities of any other Company or companies having objects altogether or in part similar to those of the Company.

- 24) To acquire by purchase for money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or persons, company or companies, carrying on any business in Ceylon or elsewhere, which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (25) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind, acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares (whether fully paid up, or partly paid up) or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up, or partly paid up, for such purpose.
- (26) To enter into partnership, or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person or persons, corporation, or company carrying on, or about to carry on, or engage in, any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in, or securities of, and to subsidize or otherwise assist, any such Company; and to sell, hold, reissue with or without guarantee, or otherwise deal with, such shares or securities.
- (27) To form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (28) To accept as consideration for the sale or disposal of the whole or any part of the undertaking, lands, real or personal, immovable or movable, estate or property or assets of this Company, or in discharge of any other consideration to be received by this Company, money, or shares (whether fully paid up or partly paid up) of any other company or companies, or the debentures or debenture stock or obligations of any company or companies, or person, or partly one and partly any other or others.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as shall or may be deemed by the Company necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

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

4. The liability of the Shareholders is limited

5. The nominal capital of the Company is Two hundred and Fifty thousand Rupees (Rs. 250,000), divided into Two thousand Five hundred (2,500) shares of One hundred Rupees (Rs. 100) each.

The capital of the Company may be increased or reduced in manner specified in the Articles of Association, or provided by law. And 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.
LIONEL CHARLES MAUDSLAY, Berragalla, Haputale ..	.. One
Witness to the above signature: F. LIESCHING, Proctor, Supreme Court.	
THOMAS HAROLD CREED WEBSTER, Glentilt, Maskeliya ..	.. One
Witness to the signature of Thomas Harold Creed Webster: CHARLES CREASY HOOD, Planter, Gangawatte, Maskeliya.	
WILLIAM FRANCIS ROBERTSON REID, Wootton estate, Kotagala ..	.. One
Witness to the signature of William Francis Robertson Reid: C. AMY ROBERTSON REID, Wootton, Kotagala.	
CHARLES HENRY HOOD, Gangawatta, Maskeliya ..	.. One
Witness to the signature of Charles Henry Hood: WILLIAM SEFTON RIDDELSDELL, Clerk in Holy Orders, The Vicarage, Norwood.	
THOMAS MARSHALL, Nayabedde, Bandarawela ..	.. One
Witness to the signature of Thomas Marshall: HERBERT S. HAWKES, Nayabedde, Bandarawela, Planter.	
DUDLEY EDWARD WARREN, Batgodde, Haldummulla ..	.. One
Witness to the signature of Dudley Edward Warren: CHARLES EDWARD CLARK, Pallawella, Ratnapura, Planter.	
NONA HOOD ..	.. One
to the signature of Nona Hood: WILLIAM SEFTON RIDDELSDELL, Clerk in Holy Orders, The Vicarage, Norwood.	

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

It is agreed as follows :—

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

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

INTERPRETATION.

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

Company.—The word “Company” means “The Parawatte (Ceylon) Rubber Company, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.
The Ordinance.—“The Ordinance” means and includes “The Joint Stock Companies’ Ordinances, 1861, 1888, and 1893,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

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

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

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

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

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

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

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

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

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

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

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

Month.—“Month” means a calendar month.

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

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

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

BUSINESS.

4. *Commencement of business.*—The Company shall purchase and acquire certain allotments of land situate at Dunumawa in the North-Western Province of Ceylon; and generally 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.

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

CAPITAL.

6. *The capital.*—The nominal capital of the Company is Two hundred and Fifty thousand Rupees (Rs. 250,000), divided into Two thousand Five hundred (2,500) shares of One hundred Rupees (Rs. 100) each,

INCREASE OF CAPITAL.

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

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

REDUCTION OF CAPITAL.

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

ALTERATION OF CAPITAL.

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

DIFFERENT CLASSES OF SHARES.

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

PREMIUM ON SHARES.

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

CALLS AND INSTALMENTS.

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

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

ORIGINAL SHARES.

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

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

NEW SHARES.

16. *Terms and conditions.*—New shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct, and if no direction shall be given, as the Directors shall determine.

ARRANGEMENTS ON ISSUE OF SHARES.

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

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

GENERAL PROVISIONS AS TO SHARES.

19. *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.

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

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

22. *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.

23. *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.

24. *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.

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

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

26. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 42.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 42 to become a Shareholder in respect of any share.

27. *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.

28. *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.

29. *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.

30. *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.

31. *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.

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

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

34. *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.

35. *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.

36. *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.

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

38. *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 36, 37, and 39, shall register the transferee as a Shareholder and retain the instrument of transfer.

39. *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.

40. *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.

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

TRANSMISSION OF SHARES.

42. *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.

43. *Registration of persons entitled to shares otherwise than by transfer.*—Any guardian of any infant Shareholder, or any Committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, insolvency or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause or of his title, as the Company

think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2-50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

44. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 43 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).

45. *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.

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

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

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

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

47. *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.

48. *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.

49. *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.

50. *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 holder of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 47 hereof, shall be redeemable after sale or disposal.

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

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

53. *Proceeds how applied.*—The nett proceeds of any sale that takes place under the provisions of Articles 47 and 52 hereof shall be applied in or towards satisfaction of the debt, liability, or engagement that gave rise to the lien, and the residue (if any) paid to such Shareholder or his representatives.

54. *Certificate of sale.*—A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that the power of sale given by Article 52 has arisen and is exercisable by the Company under these presents shall be conclusive evidence of the facts therein stated.

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

CALLS.

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

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

57. *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.

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

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

BORROWING POWERS.

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

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

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

62. *Declaration as to borrowing powers.*—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.

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

64. *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.

65. *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.

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

67. *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.

68. *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.

69. *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.

70. *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.

71. *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.

72. *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.

73. *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.

74. *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.

75. *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.

76. *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.

77. *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.

78. *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.

79. *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.

80. *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.

81. *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.

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

83. *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.

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

85. *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.

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

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

88. *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.

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

The Parawatte (Ceylon) Rubber Company, Limited.

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

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

90. *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.

91. *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.

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

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

94. *Appointment of first Directors and duration of their office.*—The first Directors shall be Thomas Harold Creed Webster of Glentilt, Maskeliya, Lionel Charles Maudslay of Berragalla, Haputale, and Thomas Marshall of Nayabedde, Bandarawela, all in Ceylon, who shall hold office till the First Ordinary General Meeting, when they shall all retire, but shall be eligible for re-election.

95. *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 the Directors may from time to time revoke such appointment, and appoint another or others 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.

96. *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.

97. *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.

98. *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.

99. *To retire annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in Article 100.

100. *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.

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

102. *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.

103. *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.

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

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

106. *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.

107. *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.

108. *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.

109. *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.

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

111. *Working arrangements.*—The Directors shall have power to make, and may make, such rules or regulations for the management of the business of the Company in such manner as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, visiting agents, superintendents, inspectors, assistants, clerks, artisans, labourers, and other servants, for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions, as they may consider advisable, and enter into agreements in connection therewith, and from time to time determine the duties of all persons so appointed; and may pay the expenses occasioned thereby out of the funds of the Company, and may from

time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, officers, visiting agents, superintendents, inspectors, assistants, clerks, artisans, labourers, or servants of the Company, for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

117. *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.

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

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

120. *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.

121. *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.

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

123. *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.

124. *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.

125. *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.

126. *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 a 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.

127. *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.

128. *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.

129. *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.

130. *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.

131. *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.

132. *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.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

136. *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.

137. *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.

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

139. *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.

140. *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.

141. *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.

142. *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.

143. *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.

144. *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.

145. *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.

146. *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.

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

148. *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.

149. *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.

150. *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.

151. *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.

152. *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.

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

154. *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.

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

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

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

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

ARBITRATION.

158. *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.

159. *Evidence in action by Company against Shareholders.*—On the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is, or was when the claim arose, 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.

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, at the places and on the dates hereafter signified.

LIONEL CHARLES MAUDSLAY.

Signed by Lionel Charles Maudslay at Hatton, this 3rd day of August, 1906, in the presence of—

F. LIESCHING,
Proctor, Supreme Court.

THOMAS HAROLD CREED WEBSTER.

Signed by Thomas Harold Creed Webster at Glentilt, this 17th day of August, 1906, in the presence of—

CHARLES CREASY HOOD,
Planter, Gangawatta, Maskeliya.

CHARLES HENRY HOOD.

Signed by Charles Henry Hood at Gangawatta, this 17th day of August, 1906, in the presence of me—

WILLIAM SEFTON RIDDELSDELL,
Clerk in Holy Orders, The Vicarage, Norwood.

WILLIAM FRANCIS ROBERTSON REID.

Signed by William Francis Robertson Reid at Wootton, this 4th day of September, 1906, in the presence of—

C. AMY ROBERTSON REID,
Wootton, Kotagala.

THOMAS MARSHALL.

Signed by Thomas Marshall at Nayabedde, this 29th day of August, 1906, in the presence of—

HERBERT S. HAWKES.

DUDLEY E. WARREN.

Signed by Dudley Edward Warren at Batgodde, this 31st day of August, 1906, in the presence of—

J. C. NAGALINGAM,
Teamaker, Batgodde.

NONA HOOD.

Signed by Nona Hood at Gangawatte, this 17th day of August, 1906, in the presence of me—

WILLIAM SEFTON RIDDELSDELL,
Clerk in Holy Orders, The Vicarage, Norwood.

**MEMORANDUM OF ASSOCIATION OF THE LANGAT RIVER (SELANGOR)
RUBBER COMPANY, LIMITED.**

1. The name of the Company is "THE LANGAT RIVER (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 or otherwise acquire from the proprietors thereof, Messrs. R. W. Harrison of Klang, Robert Davidson of Colombo, H. M. Darby and John Gibson of the Federated Malay States, a block of land in extent Three thousand (3,000) acres more or less situated at *Tanjong Duablas* in the District of *Kuala Langat*, State of *Selangor*, Federated Malay States, at or for the price or sum of One hundred and Eighty thousand Rupees (Rs. 180,000). 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 vendors and (or) their 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 of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the said Island of Ceylon or the Federated Malay States or elsewhere all or any of the following businesses, that is to say: planters of rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug owners and wharfingers; and any other business which can or may conveniently be carried on in connection with the above or any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; and to apply for purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase rubber, tea leaf, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones or deposits or products, and generally to carry on the business of mining in all branches.
 - (10) To purchase, take in exchange, hire or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages and carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.

- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, 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.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, and elsewhere, and generally to undertake the business of estate agents in the said Island, the Federated Malay States, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person or persons, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such Company, and to sell, hold, reissue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable or irredeemable or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and 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 Twenty thousand (20,000) shares of Fifty Rupees (Rs. 50) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
ROBERT DAVIDSON, Colombo, by his attorney, DAVID SCOTT	.. One
A. THOMSON, Forres, Scotland, by his attorney, W. HENRY FIGG	.. One
W. SHAKSPEARE, Colombo .. .. .	.. One
W. SAUNDERS, Colombo .. .. .	.. One
SEYMOUR P. JEFFERY, Colombo .. .. .	.. One
F. J. DE SARAM, Colombo .. .. .	.. One
W. MOIR, Colombo .. .. .	.. One

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

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

ARTICLES OF ASSOCIATION OF THE LANGAT RIVER (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 Langat River (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 Twenty thousand (20,000) shares of Fifty Rupees (Rs. 50) each.

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

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

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

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

12. *How carried into effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company 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 declinature shall be absolute.

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SHARES (SURRENDER AND FORFEITURE).

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

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

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

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

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

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

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

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

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

46. *Company's lien on shares.*—The Company shall have a first charge or paramount lien upon all the shares of any holder or joint-holders for all moneys for the time being due to the Company by such holder, or by all or any of such joint-holders respectively, either in respect of such shares or of other shares held by such holder or joint-holders or otherwise, and whether due from any such holder individually or jointly with others, including all calls and 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 else where abroad, sixty days' notice shall be allowed him.

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

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

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

PREFERENCE SHARES.

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

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

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

CALLS.

54. *Directors may make calls.*—The Directors may from time to time make such calls as they think fit upon the registered holders of shares, in respect of moneys unpaid thereon, and not by the conditions of allotment made payable at fixed times; and each Shareholder shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors, provided that two months' notice at least shall be given to the 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 of the number of shareholders holding not less than one-seventh of the issued capital and entitled to vote.

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Langkat River (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 two nor more than five.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding in his own right shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Five hundred Rupees (Rs. 2,500), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Two thousand Five hundred Rupees (Rs. 2,500) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration 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, Esq., of Colombo; Henry Oswald Hoseason, Esq., of Demodara; William Stephen Tudor Saunders, Esq., of Colombo aforesaid; and Robert Davidson, Esq., of Colombo aforesaid, 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 Meeting shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

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

99. *If election not made, retiring Directors to continue until next meeting.*—If at any meeting at which an election of a Director ought to take place the place of the retiring 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 block of land situated at Tangong Duablas aforesaid, 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 signatures as they may appoint to draw, accept, make, endorse, sign, and execute cheques, bills of exchange, and promissory notes, bills of lading, receipts, contracts, and agreements, bonds, mortgages, proxies to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

109. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other Company or Companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any Company or Companies, person or persons, upon such terms and in such manner as the Directors shall think fit; and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or 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 to appoint any persons to be members of such local board, or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or Company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company, and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any Agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

117. *Acts of Board or committee valid notwithstanding informal 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 minutes 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 net 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 Auditor or Auditors of the Company and fix his or their remuneration; and all future Auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointments or until otherwise ordered by a General Meeting.

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

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

ROBERT DAVIDSON, by his attorney, DAVID SCOTT.

A. THOMSON, by his attorney, W. HENRY FIGG.

W. SHAKSPEARE.

W. SAUNDERS.

SEYMOUR P. JEFFERY.

F. J. DE SARAM.

W. MOIR.

Witness to the above signatures at Colombo, this fifth day of September, 1906:

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

The Vogan Tea Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders will be held at the registered office of the Company, No. 1, Baillie street, Fort, Colombo, at 12 noon on Saturday, October 6, 1906, to authorize the Directors to accept a conveyance in favour of the Company from Messrs. A. J. & R. J. Farquharson of an allotment of land in extent 63 acres 2 roods and a sum of Rs. 1,430, and in exchange therefor to convey to Messrs. A. J. & R. J. Farquharson an undivided half share of an allotment of land in extent 179 acres.

By order of the Directors.

LEE. HEDGES & Co.,
Agents and Secretaries.

Colombo, September 18, 1906.

Brown & Davidson, Limited.

NOTICE is hereby given that the First Ordinary General Meeting of the Shareholders of this Company will be held at Talawakele on Saturday, the 29th September, 1906, at 12.30 P.M.

Business.

1. To elect an Auditor.
2. To elect Directors.
3. Any other business that may be brought before the Meeting.

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

By order of the Directors,

ROBERT MARTIN,
Secretary.

Talawakele, September 14, 1906.

IN terms of section 8 of the Ordinance No. 2 of 1877, I, Arumugam Ponnampalam of Tellippalai West, Jaffna, do hereby give notice that it is my intention, three months hence, to apply to His Excellency the Governor to be admitted and enrolled a Notary Public to practise in the Tamil language in the District of Batticaloa.

A. PONNAMPALAM.

Jaffna, August 30, 1906.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on Saturday, June 16, 1906, at 8.30 o'clock a.m., in accordance with notice dated June 12, 1906.

Present: Hon. Mr. J. P. Lewis, Chairman; E. Beven, Esq.; P. T. Habeeboo Lebbe, Esq.; Dr. G. P. Schokman, H. F. Tomalin, Esq.; Geo. F. Soysa, Esq.; C. A. Hamy, Esq.; E. L. Wijegoonewardene, Esq.

1. The Minutes of Proceedings of the Meeting held on May 19 were read, confirmed, and signed by the Chairman.

2. The following documents were submitted:—Statement of Receipts and Expenditure from close of 1905 to May 31, 1906, on account of the Municipal Fund, comprising the (No. 1) General Revenue, (No. 2) Consolidated Rate (Police and Lighting), and (No. 3) Water-rate Accounts; Health Officer's Report for, and Statement of Cases instituted by the several Inspectors and of work done by the Municipal Magistrate during, the month of May.

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

3. The following papers were laid on the table:—Reports by the several Inspectors on laundries inspected during May, 1906.

Resolved,—That the reports be circulated.

4. The Secretary made a statement about the water supply:—On June 1 the level of water in the reservoir stood at 15 feet 11 inches. It continued to fall at the rate of 3 feet per diem, and then stood at 13 feet 3 inches. On June 12 it was at 13 feet 1½ inch, and continued at that level till the 15th instant, due to several showers of rain. On the morning of 16th instant there was a fall of level of 3 inches, leaving available this day a depth of 10 inches of water in the reservoir.

The Secretary was authorized to turn on water to the Western or Lower part of the Town from the lake between the hours mentioned in the notice dated June 7, 1906, and that notice be given to residents of that portion of the town that lake water is being issued to them owing to the insufficiency of water in the reservoir.

5. In accordance with notice Mr. Beven moved, and Mr. Habeeboo Lebbe seconded, "That this Council desires to place on record its appreciation of the eminent services rendered by its late Chairman, the Hon. Mr. H. Wace, to the Municipality of Kandy, and its deep sense of the loss sustained by his death. The Members beg respectfully to convey to Mrs. Wace and the family their deep sympathy and condolence."

The Chairman, in putting the motion to the Meeting, made a few remarks endorsing those made by the proposer. The motion was carried unanimously.

6. The following correspondence was submitted:—

(a) Read letter No. 13, dated May 18, 1906, from the Colonial Secretary, forwarding draft of an Ordinance to amend "The Municipal Councils' Ordinance, 1887."

It was resolved that it be recommended to Government that under section 7 the following clause be added:—"The framing of regulations for the fixing of water meters and for the proper management, regulation, preservation, and control of the supply of water," so as to give the Municipal Council necessary authority in this behalf.

(b) Read letter No. 14, dated May 25, 1906, from the Colonial Secretary, respecting the compulsory Vernacular Education Ordinance and asking what steps the Council propose taking to give effect to same.

Mr. Beven made a statement that it was the opinion of the late Chairman that there were a sufficient number of schools in Kandy, and that arrangements might possibly be made with one or more of them for the education of poor children, the Municipal Council paying the necessary fees.

On proposal of the Chairman, it was resolved that the letter be referred to the Standing Committee on "Law and General Subjects." This was agreed to.

(c) Read letter No. 15, dated June 5, 1906, from the Colonial Secretary, and connected correspondence, respecting the loan of rails for use at the Recreation Ground, and payment for same.

After consideration of the correspondence, it was resolved that the cost of the rails, viz., Rs. 505, be paid, and the amount be included in the Supplemental Budget.

(d) Read letter No. 16 of June 8, 1906, and No. 17 of June 9, 1906, calling attention to letters Nos. 13 and 14.

(e) Read letter No. 18 dated June 30, 1906, from the Colonial Secretary in reply to the Chairman's letter No. 36 dated June 5, 1906, respecting the recommendations of the Indian Government on the subject of measures for the prevention of plague, and asking what assistance the Council may expect in carrying out the suggestions, especially the improvement of alleys.

The Colonial Secretary suggests that the Municipal Council should draw up a scheme with estimate of cost for the improvement of the alleys in Kandy, and then make the request to Government for assistance.

Resolved,—That the matter be referred to the Standing Committee on "Sanitation," for consideration and report.

(f) Read letter dated June 10, 1906, from the Honorary Secretary, Kandy District Planters' Association, forwarding copy of a resolution adopted at a recent Meeting as follows:—That the Association entirely concurs with the resolution passed by the Kandy Municipal Council on 17th February last on the management of Railway, insufficiency of trains, and inadequacy of platforms and carriages at the Kandy Station, considering the yearly increasing traffic to Kandy.

Read also letter dated June 6, 1906, from Mr. F. Liesching, forwarding copy of a memorial from the Ambagamuwa Planters' Association to the General Manager, Ceylon Government Railway, urging the desirability of running the 2.10 P.M. train from Colombo, and the 6 P.M. train from Kandy, which connects with it, on to Talawakele, instead of stopping at Nawalapitiya as at present.

7. Read memorial from residents along Peradeniya road asking for—

- (1) An extension of the electric lighting along the road ;
- (2) Daily scavenging of the road ;
- (3) Extension of water service.

Proposed by Mr. Wijegoonewardene and seconded by Mr. Habeeboo Lebbe, "That the memorial be referred to the Standing Committee on "Municipal Works."

8. The Chairman submitted Supplemental Budget No. 1 (Appendix B), which had been approved of by the Standing Committee, and been printed and circulated among the Members.

Proposed by the Chairman and seconded by Mr. Tomalin, "That the Budget be adopted with the addition of Rs. 505, being cost of rails obtained from Government for the use at the Recreation Ground Works." Agreed to *nem. con.*

9. Read report by Inspector of District that water laid on to premises No. 404, Trincomalee street, a native boarding-house, is used by outsiders other than by occupants, and recommending that a meter be fixed.

Proposed by Mr. Beven and seconded by Mr. Tomalin, "That a meter be fixed on the house service pipe of premises No. 404, Trincomalee street.—Carried.

10. Read the following recommendations by Standing Committees :—

(A) *On Law and General Subjects.*

(a) That Mr. C. Vanderwall, Proctor, who acted previously in the same capacity, be appointed the Council's Proctor.

Proposed by Mr. Beven and seconded by Mr. Wijegoonewardene. "That the recommendation be adopted.—Carried.

(b) That the old and useless documents as per supplementary list furnished from January 1, 1897, to December 31, 1900, be destroyed. (Appendix A).

Proposed by the Chairman, seconded by Mr. Habeeboo Lebbe, "That the recommendation be adopted." Agreed to.

(B) *On Market and Sanitation.*

(c) That a plan be obtained of the district to south of Peradeniya road showing the stream flowing down from Mount Pleasant, Augusta, and New Peradeniya estate, and that a preliminary examination be made of the stream, and the quantity of water available for supply to residents at Getambe.

The Secretary stated that he had written on May 26, 1906, to the Surveyor-General for the necessary plan.

Resolved to await receipt of plan.

Proposed by Mr. Tomalin and seconded by the Chairman, "That the Surveyor-General be asked to furnish copy of field sheets showing thereon the stream crossing the Deltota road, a little beyond Peradeniya, with levels and contour.—Agreed to.

(C) *On "Finance and Assessment."*

(d) That the resignation of Mr. Misk'n Abdin, Head Municipal Overseer, be accepted, and that he be granted a pension in accordance with the rules.

Resolved.—That the resignation be accepted as from August 1, 1906, and that the matter be referred back to the Standing Committee to fix the pension and to recommend the appointment of a successor.

2. The Secretary laid the following on the table, with a *precis* in each case :—Thirty-seven applications for the post of Secretary of the Municipal Council, and twenty-five for the post of Superintendent of Works.

Proposed by Mr. Beven and seconded by Mr. Soysa, "That the applications be circulated and brought up for consideration at an adjourned Meeting of the Council "

This was agreed to.

It was resolved and agreed to that the Meeting be adjourned to Saturday, June 30, 1906, at 8 o'clock A.M., at the Town Hall, Kandy.

Confirmed this 28th day of July, 1906 :

EDWIN BEVEN,
for Chairman.

APPENDIX A.

29. Bank pass books to the end of 1900.
30. Cash balance books up to 1873.
31. Peons' letter delivery books to 1900.
32. Post books to 1900.
33. Commutation counterfoils of receipts to 1900.
34. Dog schedules to 1900.
35. Dog registration counterfoils to 1900.
36. Registers of cattle slaughtered to 1900.
37. Returns of Laundries to 1900.
38. Returns of Dairies to 1900.
39. Check rolls of labour to 1896.
40. Distribution rolls of labour to 1890.
41. Petty cash vouchers to 1896.
42. Cash vouchers (by cheques) to 1896.
43. Overseers' Orders on Storekeeper to 1896.
44. Municipal Inspectors' daily reports to 1896.
45. Municipal Inspectors' charge sheets to 1896.
46. Sanitary notice counterfoils to 1896.

E. BEVEN,
for Chairman.

APPENDIX B.

(Supplemental Budget No. 1 of 1906 (as approved of by the Standing Committee).

No. 1 ACCOUNT.

<i>Revenue.</i>		Rs.	c.	Rs.	c.
Estimated revenue, 1906	..	108,417	0	—	—
Estimated disbursements, 1906	..	107,816	0	—	—
Probable balance	..			601	0
Balance from December 31, 1905	..	—	—	2,690	6
Stamp duty on arrack tavern licenses, 1905	..	—	—	3,439	0
Public market daily rents sold for	..	7,000	0		
Estimated in budget	..	5,400	0		
				1,600	0
Katugastota tolls sold for	..	11,408	0		
Estimated in budget	..	11,000	0		
				408	0
Balance Police Court fines, 1905	..	—	—	736	25
				Available—Rs.	9,474 31

<i>Expenditure.</i>		Rs.	c.	Rs.	c.
1. Cost of decorations on visit of H. R. H. Prince Arthur of Connaught	..	278	24		
2. New Time Gun	..	37	50		
Rammer and cartridges	..	192	92		
				230	42
3. Gonawatta boat repairs :					
Original estimate	..	1,400	0		
Voted in budget	..	1,000	0	400	0
4. Removing and reconstructing sheep slaughter-house.	..	438	0		
5. Constructing shed for housing sheep and goats	..	607	0		
6. Rebuilding drain under Hantane road	..	297	0		
7. Concreting a portion of the pavement in Colombo street	..	605	0		
8. Ventilating shaft	..	300	0		
9. Katugastota well, balance for construction and approach steps and path	..	343	0		
10. Drain, market premises	..	511	50		
11. Contribution towards cost of concreting pavement in front of Messrs. Miller & Co.'s premises	..	190	0		
12. Clearing quarry, Castle Hill	..	200	0		
13. Maps of the Kandy Municipality; 16 chains	..	207	0		
14. Gratuities to :					
(a) Widow Mrs. T. Leighton	..	127	65		
(b) Widow Mrs. P. J. Lamb & 3 children	..	255	30		
(c) Elizabeth Hamy, widow of late Saalman Appu peon	..	37	50		
				5,027	61
Balance	..	—	—	4,446	70
				Total—Rs.	9,474 31

Kandy, May 19, 1906

J. P. Lewis, Chairman,
Municipal Council.

Progress Report of Works done brought up to May 31, 1906.

Est. No.	Heads of Expenditure.	Amount Voted. for the Year.		Expenditure up to April 30, 1906.		Expenditure in May, 1906.		Total Expenditure.	Balance.
		Rs.	c.	Rs.	c.	Rs.	c.	Rs. c.	Rs. c.
1	Upkeep of pavement ..	2,500	0	1,346	7	297	46 <i>x</i>	1,643 53	856 47
2	Town streets ..	7,000	0	1,964	76	766	44 <i>b</i>	2,731 20	4,268 80
3	Alutgantota and Lady Anderson's road.	966	0	800	23	34	61 <i>c</i>	834 84	136 16
4	Uduwattekele roads ..	2,200	0	452	16	204	48 <i>d</i>	656 64	1,543 36
5	Halolluwa roads ..	1,900	0	326	4	57	22 <i>e</i>	383 26	1,516 74
6	Municipal buildings ..	2,420	0	642	30	429	93 <i>f</i>	1,073 23	1,347 77
7	Watering streets ..	600	0	268	84	2	50 <i>g</i>	271 34	328 66
8	Market buildings ..	1,833	0	1,065	89	38	51 <i>h</i>	1,104 40	728 60
9	Ornamental plants ..	200	0	77	25	21	24 <i>j</i>	98 49	101 51
10	Tools ..	500	0	170	94	17	25	188 19	311 81
11	Maintenance, bathing tank ..	200	0	23	58	10	50 <i>k</i>	34 8	165 92
12	Recreation ground ..	1,000	0	316	2	59	51 <i>l</i>	375 53	624 47
13	Sundry minor works ..	400	0	47	84	31	24 <i>m</i>	79 8	320 92
14	Repairing cemetery-keeper's house ..	70	0	6	0	—	—	6 0	64 0
15	Castle Hill park ..	556	0	118	84	31	14 <i>n</i>	149 98	406 2
16	Recreation ground improvement ..	2,930	0	711	52	217	74 <i>o</i>	928 26	2,000 74
17	Carriage stand ..	220	0	—	—	—	—	—	220 0
18	Barrel drain, Cross street ..	2,000	0	1,712	7	71	25 <i>p</i>	1,783 32	216 68
19	Lewella to Alutgantota road ..	3,000	0	1,785	37	475	67 <i>q</i>	2,259 4	740 96
20	Public seats, maintenance ..	150	0	6	24	26	32 <i>r</i>	32 56	117 44
21	Purcha of six seatsse ..	300	0	285	28	—	—	285 28	14 72
22	Clearing silt from Meda-ela ..	500	0	—	—	—	—	—	500 0
23	New carriage stand ..	500	0	—	—	—	—	—	500 0
24	Retaining wall, Halolluwa ..	183	0	—	—	—	—	—	183 0
25	Drain, slaughter-house ..	1,050	0	978	38	34	48 <i>s</i>	1,012 86	37 14
26	Vellata road and bridges ..	400	0	—	—	—	—	—	400 0
27	Colombo street, paving ..	{ 895 45 .. } { 605 0 .. }		870	89	292	23 <i>t</i>	1,163 12	—
28	Verandah, Miller & Co. ..	—	—	333	55	4	0 <i>v</i>	337 55	—
29	New sheep slaughter-house and exposing shed ..	1,045	0	103	22	173	33 <i>w</i>	276 55	—
30	Clearing stone quarry, Castle Hill ..	200	0	—	—	21	97 <i>x</i>	21 97	178 3
31	Barrel drain, Hantane road ..	297	0	—	—	6	45 <i>y</i>	6 45	—
32	Drains, market premises ..	511	50	—	—	—	—	—	—
A	Sanitation ..	600	0	129	17	32	70 <i>z</i>	161 87	438 13
B	Clearing side drains ..	500	0	177	69	48	58 <i>a1</i>	226 27	273 73
C	Opening pits ..	2,880	0	949	50	250	53 <i>b1</i>	1,200 3	1,679 97
D	Gonawatta approach ..	220	0	—	—	—	—	—	220 0
E	Repairing boats ..	565	0	120	82	26	65 <i>c1</i>	248 46	316 54
F	Renewed boats ..	{ 1,000 0 .. } { 400 0 .. }		572	94	222	87 <i>d1</i>	795 81	204 19
	House of shelter ..	250	0	48	0	12	40 <i>e1</i>	60 40	189 60

(a) 227 lineal yards barrel drain cleared of silt in Trincomalee street, Rs. 45.32; clearing gratings, Rs. 3.75; seven manhole covers renewed and repaired, Rs. 15.50; fixing gratings, Trincomalee street, Rs. 35; eight manhole covers renewed and repaired in town streets, Rs. 16.25; clearing gratings, Rs. 3; fixing gratings, Rs. 24.36; 28 lineal feet of barrel drain rebuilt, Rs. 46.28; 500 lineal yards of barrel drain cleared of silt in town, Rs. 100; superintendence, Rs. 8.

(b) 38.80 cubes of metal getting, Rs. 215.98; 44 cubes of metal transported, Rs. 44.22; 133 cubes of metal spread and consolidated, Rs. 128.24; 50 cubes of gravel transported, Rs. 74.75; 41 cubes of gravel spread, Rs. 12.20; 5 miles of side drain cleared, sides reduced, and jungles cut back, Rs. 156.71; landslip, Rs. 35.50; repairs to lines, Rs. 43.92; transport of stone for foundation, Rs. 41.28; laying foundation stones, Rs. 10.64; superintendence, Rs. 3.

(c) Building culvert, Rs. 18.4; building side wall at end of pipe drains, Rs. 16.37.

(d) Clearing side drains, reducing sides, cutting back jungle, Rs. 106.06; landslips, Rs. 53.85; paid Forest Department, Rs. 34.50; superintendence, Rs. 10.

(e) Clearing silt from grating back of Railway premises, Rs. 10.41; store and line watcher, Rs. 46.81.

(f) 28 squares whitewashing slaughter-house and cattle exposing shed and privy, Rs. 8.6; repairs to iron latrines, Rs. 169.32; shifting tiles, Town Hall, Rs. 60.23; repairs to slaughter-house, Rs. 18.44; repair to cattle exposing shed, Rs. 18; proportion of cost of repairing tools, Rs. 50.22; 5 lineal feet cutting earth for drain at Town Hall, Rs. 5.50; 5 cubes metal transported, Rs. 5; 28 squares of colour-washing, Rs. 17.55; shifting tiles, Town Hall, Rs. 13.92; 35 lineal feet of cement concrete drain at Town Hall, Rs. 58.69; superintendence, Rs. 5.

(g) Repairs to water carts, Rs. 2.50.

(h) 32 squares of whitewashing main building and privy, Rs. 9; 35 squares whitewashing stalls, Rs. 8.83; sweeping grounds and weeding, Rs. 11.47; repairs to building, Rs. 10.50.

(j) Weeding round plants, cutting branches, Rs. 21.24.

(k) Repairs to masonry, Rs. 10.50.

(l) Hire of carters and bullocks for machines, Rs. 56.51; superintendence, Rs. 5.

(m) Repairing spill of lake, Rs. 13.93; repairs of cooly lines, Rs. 17.32.

(n) Weeding grounds, clearing drains, sweeping, Rs. 28.44; superintendence, Rs. 3.

(o) Wages of guards and extra diets, Rs. 128.31; materials, Rs. 72.23; blasting materials, Rs. 17.20.

(p) Value of cement, Rs. 71.25.

- (g) Mining and blasting, Rs. 22.15 ; collecting sand, Rs. 10 ; building culvert, Rs. 60.47 ; building retaining wall, Rs. 51.56 ; 525 cubes earth cutting, Rs. 322.49 ; superintendence, Rs. 9.
- (r) Repairs to seats, Rs. 26.32.
- (s) Value of cement, Rs. 34.48.
- (t) Six cubes metal transported, Rs. 7.50 ; 26 squares of concrete pavement laid, Rs. 241.34 ; 21 cubes earth cutting and transporting, Rs. 31.39 ; superintendence, Rs. 12.
- (v) Galvanized iron pipes, Rs. 4.
- (w) Twelve cubes earth cutting, levelling site, Rs. 12 ; collecting sand, Rs. 10 ; building pillars, Rs. 6.03 ; transport and piling metal, 5 cubes, Rs. 8.49 ; removing and fixing iron works, Rs. 25.30 ; watcher, Rs. 10 ; 5.72 cement concrete floor, Rs. 76.3 ; superintendence, Rs. 5.
- (x) Cutting earth and removing surface stone, Rs. 21.97.
- (y) Eight cubes earth cutting, Rs. 6.45.
- (z) Clearing jungle and removing rubbish from streams, Rs. 30.70 ; superintendence, Rs. 2.
- (a1) Clearing silt from side drains, Rs. 46.58 ; superintendence, Rs. 2.
- (b1) 148 cubes earth excavated for pits, Rs. 117.79 ; covering in pits, Rs. 122.74 ; superintendence, Rs. 10.
- (c1) Repairing canoe at Halolluwa, Rs. 26.65.
- (d1) Materials for repairs of boats, Rs. 108.87 ; advance to contractor, Rs. 100 ; watcher, Rs. 15.
- (e1) Wages of watcher, Rs. 12.40.

Health Officer's Report for May, 1906.

Scavenging.—The scavenging of the town was fairly satisfactorily carried out during this month. The scavenger should be told to pay more attention to the gratings in the side drains, which I have frequently found blocked with rubbish from the boutiques.

Drainage.—The town drains have been kept in as sanitary a state as possible.

Water supply.—Good. I made a special inspection of the reservoir and surroundings on May 18, and found it very well kept. It does great credit to the overseer and the small labour force he has under him.

Alleys.—Kept in as sanitary state as possible.

Laundries.—Generally well kept.

Dairies.—All fairly well kept.

Bakeries.—Well kept.

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

Cattle passed this month.—Cattle 484 ; buffaloes 104 ; sheep 98 ; goats 166.

Slaughter-house and exposing shed.—Well kept.

Cooly lines.—All fairly well kept.

Boutiques.—Generally well kept.

Night soil depot.—Well kept.

Latrines.—Generally well kept. The new latrine at the back of the Police Court is still not supplied with buckets, and so useless.

General health.—Good. No infectious diseases were prevalent during the month.

Kandy, June 10, 1906.

ANDERSON SMITH,
Health Officer.

Minutes of Proceedings of an adjourned Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on Saturday, June 30, 1906, at 8 o'clock a.m., in accordance with the Notice dated June 23, 1906. Meeting adjourned from June 6, 1906.

Present :—Hon. Mr. J. P. Lewis, Chairman ; E. Beven, Esq. ; W. D. Gibbon, Esq. ; P. T. Habeeboo Lebbe, Esq. ; Dr. G. P. Schokman ; H. F. Tomalin, Esq. ; Geo. F. Soysa, Esq. ; C. A. Hamy, Esq. ; E. L. Wijegoonewardene, Esq.

The following were laid on the table after circulation among the members, in accordance with the resolution of the Meeting held on the 16th instant :—

- (1) Thirty-seven applications for the post of Secretary, Municipal Council. Application from Mr. T. R. Sumanasekera received on June 22, 1906, was also submitted.
- (2) Twenty-five applications for the post of Superintendent of Works ; also a further application received on June 22, 1906.
- (3) Copy of Tables of Exchange prepared by Mr. E. G. Koch, one of the applicants.
- (4) Diploma in favour of Mr. J. F. Walker, M.S.A., by the Society of Architects.

It was proposed by the Chairman, seconded by Mr. Wijegoonewardene, that the Council do go into Committee.

This was agreed to.

Council in Committee.

The Chairman stated he had read all the applications, and proposed for consideration the following names of applicants as being most eligible in his opinion :—

- (1) W. B. de Saram, Esq., of Colombo Municipal Council.
- (2) James Jayatilleke, Esq., of St. Thomas's College.
- (3) E. H. Vanderwall, Esq., of the Royal College.

Remarks were made by Messrs. Gibbon, Beven, and Wijegoonewardene regarding the qualifications of the several candidates.

Mr. Soysa suggested—That the name of Mr. C. O. Siebel should be added to list of the selected ones.

Remarks were also made by Mr. Tomalin. He suggested that the names of the selected candidates be balloted for.

Proposed by Dr. Schokman, seconded by Mr. Beven,—That Mr. E. H. Vanderwall be appointed on a probation of six months. But if he refuses to accept the appointment, as it has been mentioned that he is an applicant for another post, Mr. Jayatilleke be offered the appointment on the same terms.

Amendment proposed by Mr. Soysa, seconded by Mr. Hamy—That Mr. C. O. Siebel be appointed. The Chairman put the amendment and called for a show of hands. There were two in favour and seven against.

The Chairman declared the amendment lost, and put the original motion, and on calling for a show of hands there were seven in favour and two against.

The Chairman declared the original motion carried.

2. Applications for the post of Superintendent of Works were considered.

Proposed by Mr. Gibbon and seconded by Mr. Soysa—That Mr. H. A. Speldewinde be appointed Superintendent of Works.

Mr. Tomalin proposed—That a selection be made from one of the following, whose several qualifications as to their eligibility for the post he remarked upon :—

Mr. J. F. Buultjens, District Engineer, Public Works Department.

Mr. H. V. Walbeoff, Inspector, Public Works Department.

Mr. G. E. Loos, Inspector, Public Works Department, and he also mentioned the name of Mr. Speldewinde as qualified.

It was proposed by Mr. Beven, seconded by Mr. Wijegoonewardene—That Mr. Buultjens be appointed on probation for six months.

Amendment proposed by Mr. Tomalin, seconded by Mr. Habeeboo Lebbe,—That Mr. Loos be appointed Superintendent of Works.

The Chairman put the amendment to the vote and called for a show of hands. There were three in favour and six against. The Chairman declared the amendment lost.

He then put the original motion, and on calling for a show of hands there were five in favour and four against.

The Chairman declared Mr. Buultjens to be elected.

3. The Council then resumed. Proposed by the Chairman, seconded by Mr. Wijegoonewardene—That Mr. E. H. Vanderwall be appointed on probation for six months. If he declines that, Mr. James Jayatilleke be appointed.

On calling for a show of hands, there were seven in favour and two against.

The Chairman declared the motion carried.

4. Proposed by Mr. Beven and seconded by Mr. Wijegoonewardene,—That Mr. Buultjens be appointed on probation for six months.

Question was raised by Mr. Soysa as to whether he was eligible, in failure of his not having sent a medical certificate.

The Chairman on calling for a show of hands there were five in favour and four against. The Chairman declare the motion carried.

It was understood that the medical certificate should be produced. Mr. Soysa desired to record his protest in view of the absence of a medical certificate.

5. Proposed by Mr. Tomalin, seconded by Mr. Beven,—That Government be asked to second the two officers, namely :—Mr. E. H. Vanderwall and Mr. J. F. Buultjens.

This was agreed to.

6. Resolved—That the appointments be made from August 1, 1906, and that the Heads of the Departments be informed of the selections made.

7. With reference to the intimation given in Mr. L. Vanderstraaten's letter of May 30, 1906, to the effect that " if the Council is unwilling to give him the appointment of Secretary he must ask to be relieved of his work as Accountant from August 1, in view of what Dr. Hay says. "

Resolved—That the matter be referred to the Standing Committee on " Finance and Assessment. "

Confirmed this 28th day of July, 1906 :

EDWIN BEVEN,
for Chairman

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy on Saturday, July 28, 1906, at 8.30 o'clock a.m., in accordance with Notice dated the 24th day of July, 1906.

Present :—E. Beven, Esq.; W. D. Gibbon, Esq.; Dr. G. P. Schokman; Geo. F. Soysa, Esq.; C. A. Hamy, Esq.; E. L. Wijegoonewardene, Esq.;

Resolved, on the motion of Mr. Gibbon—That in absence of the Chairman, Mr. Beven do take the chair.

1. The Minutes of Proceedings of the regular Meetings held on June 16, 1906, and of an adjourned meeting held on June 30, 1906, were read, confirmed, and signed by the Chairman.

2. The following documents were submitted :—

Statements of Receipts and Expenditure from close of 1905 to June 30, 1906, on account of the Municipal Fund, comprising the (No. 1) General Revenue, (No. 2) Consolidated Rate (Police and Lighting), and (No. 3) Water-rate Accounts; Progress Report of Works done brought up to the same date; Health Officer's Report for, and statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during, the month of June, 1906.

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

3. The following papers were laid on the table:—

Reports by the several Inspectors on laundries inspected during June, 1906.

4. Return of burials in the General Cemetery, Mahaiyawa, during the half-year ended June 30, 1906.

5. Read letter dated July 25, 1906, from Mr. H. F. Tomalin, stating his inability to attend the Meeting to-day owing to other engagements.

6. The following correspondence was submitted:—

(a) Endorsement No. 4 of June 6, 1906, from the Colonial Secretary, respecting pension rules. Letter No. 21 of 19th July, from the Colonial Secretary, intimating the approval of pension rules by His Excellency the Governor and Executive Council.

The Secretary stated that these rules had been notified in the *Government Gazette* of July 21, 1906.

(b) Letter No. 20 of June 21, 1906, from the Colonial Secretary, acknowledging receipt of Chairman's letter No. 25 of 10th May, 1906, *re* Railway Station improvements.

(c) Circular No. 94, dated June 26, 1906, from the Colonial Secretary, calling for reports in respect of inspection of weights and measures.

The Secretary read the report sent.

(d) Letter No. 20, dated July 10, 1906, from the Colonial Secretary, *re* conservancy of the lake, authorizing the Hon. the Treasurer to make payment of Rs. 3,000 for 1906; and requesting the Chairman to refund the unexpended balance of 1905 (Rs. 37.50).

The Secretary stated that the sum of Rs. 37.50 had been refunded.

Resolved—That soundings of the lake be taken.

(e) Endorsement of July 9, 1906, from the Colonial Secretary, forwarding a letter from Mr. O. Secker, respecting maintenance of a portion of the Hantane road, with reply.

The reply sent was read.

7. Read letter No. 47, dated July 10, 1906, to the Hon. the Colonial Secretary, notifying the vacancy that had occurred in the Membership of Ward No. 4, by the death of the late Mr. Habeeboo Lebbe, and that steps will be taken for the election of a successor.

8. Correspondence with Messrs. E. H. Vanderwall and F. Buultjens accepting posts of Secretary and Superintendent of Works, respectively, and dates of taking up appointments were submitted.

The offers had been accepted and the Chairman had fixed August 16, 1906, as the date for taking up the duties.

9. Memorial from residents at Getambe praying that the Police Guard Room at Peradeniya be removed back to some point between the 69th and 70th mileposts on Peradeniya road, was read.

Resolved—That the further consideration of the matter be postponed to the next Meeting.

10. The Chairman's Administration Report for 1905 was laid on the table, of which copies had been circulated to the Members.

Proposed by the Chairman and seconded by Mr. W. D. Gibbon, that the report be referred as usual for any remarks to a Special Committee consisting of Messrs. Gibbon, Wijegoonewardene, and Dr. Schokman.

The motion was carried *nem. con.*

Resolved—That the report be transmitted to the Hon. the Colonial Secretary for purpose of being printed, and that he be informed that any resolution passed thereon by the Council will be submitted later on.

11. Notice of motion by Chairman—That the ornamental ground on Castle Hill be in future designated "The Wace Park" in memory of the late Chairman.

Owing to the Chairman's unavoidable absence, the motion of which he gave notice was held for the next Meeting.

12. Read the following recommendations by Standing Committees:—

C—"Finance and Assessment."

(a) That W. D. Charles, peon, be allowed an increase of Re. 1 per mensem.

Proposed by Mr. Wijegoonewardene, seconded by Mr. Gibbon—That the recommendation be approved, and the increase be allowed from July 1, 1906.

Agreed to.

(b) That A. Bakim, pipe layer, and Maricar Pulle, mason, each of whom have been in the service of the Council for thirty-three years, be allowed a pension or gratuity in accordance with the rules.

Resolved—That the matter be referred back to the Standing Committee to fix the amount of gratuity.

D—"Municipal Works."

(c) That the machinery, &c., on Roseneath estate be advertised for sale and offers invited. Application to be made to Mr. Grrdon Pyper, who will furnish all necessary information.

Resolved—That the recommendation be adopted, and that offers be invited in local papers.

13. Read recommendation by Standing Committee on "Finance and Assessment" that Mr. L. Vanderstraten's resignation as Accountant, dated June 30, 1906, be accepted, and that his pension be fixed at Rs. 750 per annum.

Proposed by Mr. Wijegoonewardene, seconded by Mr. Soysa, that the recommendation be adopted. This was carried.

14. Read recommendation by Standing Committee on "Finance and Assessment" to whom the question was referred that the pension payable to Mr. Miskin Abdin after forty years' continuous service be fixed at Rs. 792 per annum.

Proposed by Mr. Gibbon and seconded by Mr. Soysa, that the recommendation be adopted.

On the Chairman calling for a show of hands, there were four in favour of the motion and two against. The Chairman declared the motion carried.

Confirmed this 18th day of August, 1906:

J. P. LEWIS,
Chairman, Municipal Council, Kandy.

Progress Report of Works done brought up to June 30, 1906.

Est. No.	Heads of Expenditure.	Amount voted for the Year.		Expenditure up to May 31,		Expenditure for June,		Total Expenditure.		Balance.	
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1	Upkeep of pavements ..	2,500	0	1,643	53	115	21 ^a	1,758	74	741	36
2	Town streets ..	7,000	0	2,731	20	565	93 ^b	3,297	13	3,202	87
3	Alutgantota and Lady Anderson's roads.	966	0	832	84	—	—	834	84	131	16
4	Uduwattekele roads ..	2,200	0	656	64	306	76 ^c	963	40	1,236	60
5	Haloluwa road ..	1,900	0	383	26	84	86 ^d	468	12	1,431	88
6	Municipal buildings ..	2,420	0	1,072	23	423	90 ^e	1,496	13	923	87
7	Watering streets ..	600	0	271	34	—	—	271	34	328	66
8	Market buildings ..	1,833	0	1,104	40	30	99 ^f	1,135	39	697	61
9	Ornamental plants ..	200	0	98	49	19	50 ^g	117	99	82	1
10	Tools ..	500	0	188	19	8	90	196	48	303	52
11	Maintenance, bathing tank ..	200	0	34	8	—	—	34	8	165	92
12	Recreation ground ..	1,000	0	375	53	89	51 ^h	465	4	534	96
13	Sundry minor works ..	400	0	79	8	73	91 ^j	152	99	247	1
14	Repairing cemetery-keeper's house ..	70	0	6	0	—	—	6	0	64	0
15	Castle Hill park ..	556	0	149	98	28	16 ^k	178	14	377	86
16	Recreation ground improvement ..	2,930	0	926	26	118	98 ^l	1,048	24	1,881	76
17	Carriage stand ..	220	0	—	—	30	55 ^m	30	55	189	45
18	Barrel drain, Cross street ..	2,000	0	1,783	32	—	—	1,783	32	216	68
19	Lewella to Alutgantota road ..	3,000	0	2,259	4	253	18 ⁿ	2,512	22	487	78
20	Public seats, maintenance ..	150	0	32	56	0	91 ^o	33	47	116	53
21	Purchase of six seats ..	300	0	285	28	—	—	285	28	14	72
22	Clearing silt from Meda-ela ..	500	0	—	—	—	—	—	—	500	0
23	New carriage stand ..	500	0	—	—	267	22 ^p	267	22	232	78
24	Retaining wall, Haloluwa ..	133	0	—	—	—	—	—	—	133	0
25	Drain, slaughter-house ..	1,050	0	1,012	86	—	—	1,012	86	37	14
26	Vellata road and bridges ..	400	0	—	—	—	—	—	—	400	0
27	Colombo street, paving ..	1,500	45	1,163	12	—	—	1,163	12	336	88
28	Verandah, Miller & Co. ..	—	—	337	55	—	—	337	55	—	—
29	New sheep slaughter-house ..	1,045	0	276	55	143	71 ^q	420	26	624	74
30	Clearing stone quarry, Castle Hill ..	200	0	21	97	—	—	21	97	178	3
31	Barrel drain, Mosque road ..	297	0	6	45	173	28 ^r	179	73	117	27
32	Drain, market premises ..	511	50	—	—	156	12 ^s	156	12	354	88
33	Ventilating shaft ..	300	0	—	—	—	—	—	—	300	0
A	Sanitation ..	600	0	161	87	32	9 ^t	193	96	406	4
B	Clearing side drains ..	500	0	226	27	46	26 ^v	272	53	227	47
C	Opening pits ..	2,880	0	1,200	3	209	46 ^w	1,409	49	1,470	51
D	Gonawatta approach ..	220	0	—	—	—	—	—	—	220	0
E	Repairing boats ..	565	0	248	46	145	73 ^x	394	19	170	81
F	Renewed boats ..	1,400	0	795	81	295	2 ^y	1,090	83	309	17
	House of shelter ..	250	0	60	40	32	16 ^z	92	56	157	44

(a) 42 lineal yards of barrel drain cleared of silt in Trincomalee street, Rs. 8.50; cleaning gratings, Trincomalee street, Rs. 4.95; repairing six manhole covers, Rs. 11.90; fixing gratings, Trincomalee street, Rs. 9.80; 9 lineal feet of barrel drain repaired in town, Rs. 16.27; repairs to cooly lines, Rs. 35; new flushing hose, Rs. 9.04; fixing gratings, Town streets, Rs. 9.35.

(b) 57.30 cubes of metal getting, Rs. 215.99; 10 cubes of metal transported Rs. 12.90; 3 miles of side drains cleared, reducing sides, cutting back jungle, Rs. 93.27; landslips cleared, Rs. 7.63; transport of foundation stone, Rs. 30.40; laying foundation stone alongside of road, Rs. 6.74; extending cooly lines, Rs. 182; superintendence, Rs. 5.

(c) 7½ miles side drains cleared, reducing sides, Rs. 152.28; cleaning landslips, Rs. 9.48; Forest Department, Rs. 35; extending lines, Rs. 100; superintendence, Rs. 10.

(d) Repairing tools, Rs. 45.36; extending lines, Rs. 39.50.

(e) Repairs to iron work of latrines, Rs. 193.50; shifting tiles, Town Hall, Rs. 11.06; repairs to slaughter-house Rs. 7.80; 4 cubes metal transported Rs. 8.75; 43 squares of colour-washing, Town Hall, Rs. 30.36; 70 lineal feet of cement concrete drains at Town Hall, Rs. 33.90; store and line watcher, Rs. 45.30; 23 squares whitewashing, toll-house, Rs. 6.73; 22 squares whitewashing ambalam, Rs. 6.60; shifting tiles, cattle exposing shed, Rs. 22.50; repairs at Town Hall Rs. 7.99; sodding bank, Town Hall, Rs. 27.74; repairing platform under porch, Rs. 6.65; repairs to spouting, Rs. 10; superintendence, Rs. 5.

(f) 36 squares whitewashing main building and privy, Rs. 9.40; 30 squares whitewashing stalls, Rs. 7.49; sweeping grounds and weeding, Rs. 11.10; superintendence, Rs. 3.

(g) Weeding plants, cutting branches, trimming hedges, Rs. 19.50.

(h) Hire of carts and bullocks for machines, Rs. 54.51; extending cooly lines, Rs. 30; superintendence, Rs. 5.

(j) Building wall along drain ricksha stand, Rs. 31.20; thatching cadjan shed opposite Dharma line, Rs. 4.44; repairs to wire fence, Rs. 30.22.

(k) Weeding grounds, cleaning drains, sweeping grounds, and attending plants, Rs. 26.16; superintendence, Rs. 2.

(l) Wages of guards and extra diets, Rs. 114.98; materials, Rs. 4.

(m) Repairs to concrete platform of carriage stand, Rs. 27.55; superintendence, Rs. 3.

(n) Mining and blasting, Rs. 8.14; building culvert, Rs. 25.19; building retaining wall, Rs. 13.59; 218 cubes of earth cutting and filling, Rs. 152.20; extending cooly lines, Rs. 40; cutting trees, Rs. 14.06.

(o) Repairs to seats, 91 cents.

(p) Transport of foundation stone, Rs. 45·33; transport of metal for concrete, Rs. 18·75; 20 cubes of earth cutting, levelling site, Rs. 20·27; laying foundation, Rs. 9·74; 6 squares of cement concreting, Rs. 167·13; superintendence, Rs. 6.

(q) Cutting earth and sodding bank, Rs. 40·10; building pillars, Rs. 3·66; transport of stone, Rs. 22·40; wages of watcher, Rs. 5·92; fitting and repairing iron work, Rs. 21·25; painting iron work, Rs. 25·59; one cube of retaining wall, Rs. 16·74; constructing cistern, Rs. 4; superintendence, Rs. 4.

(r) 15 cubes of earth cutting, Rs. 15; 11·45 lineal feet of barrel drain rebuilt, Rs. 135·57; watcher Rs. 11·10; transport of stone for foundation of road, Rs. 5·50; superintendence, Rs. 6.

(s) 21 cubes earth excavated, Rs. 20·74; 150 lineal feet of cement concrete drain built, Rs. 116·22; 11 cubes of metal transported, Rs. 13·16; superintendence, Rs. 6.

(t) Clearing drain and removing rubbish, Rs. 30·09; superintendence, Rs. 2.

(v) Clearing silt from side drains, Rs. 44·26; superintendence, Rs. 2.

(w) 112 cubes earth cutting for pits, Rs. 100·51; covering in pits, Rs. 100·95; superintendence, Rs. 8.

(x) Repairs to canoe at Ilukmodara, Rs. 11·13; hauling up boat at Lewella for repairs, Rs. 10·73; materials for repairs of Lewella boat, Rs. 123·85.

(y) Materials for repairs of Gonawatta boat, Rs. 18·40; transport of materials, Rs. 10·66; watcher Rs. 15; railfare on planks, 96 cents; advance to contractor for repairing boat, Rs. 250.

(z) Wages of Caretaker, Rs. 12; shifting tiles, Rs. 15·30; repairs to building, Rs. 4·86.

Health Officer's Report for June, 1906.

Scavenging.—The scavenging of the town was only fairly well carried out during the month. On more than one occasion I reported the filthy condition I found parts of Brownrigg and Castle Hill streets in.

Drainage.—The drains have been kept in as sanitary a state as possible, in spite of the long drought.

Alleys.—The alleys are in the same condition as when last reported upon.

Lavndries.—Generally well kept.

Dairies.—All fairly well kept.

Bakeries.—All well kept.

Market.—Well kept. All food stuffs exposed for sale were examined by me and my Inspectors and found good.

Cattle passed during the month.—Cattle 522; buffaloes 74; sheep 101; goats 156.

Slaughter-House; Exposing shed.—Well kept. I am glad to be able to report that the new exposing shed and slaughter-house for sheep and goats are nearly completed.

Cooly Lines.—All fairly well kept.

Boutiques.—Generally well kept.

Night soil Depot.—Well kept.

Latrines.—Generally well kept. The only trouble is that there is not sufficient dry earth used.

General Health.—Good. With the exception of one case of chickenpox and one of measles, the town has been free of all infectious diseases.

ANDERSON SMITH,
Health Officer.

Kandy, July 17, 1906.

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a Meeting of the Municipal Council of Galle held at the Municipal Office on August 11, 1906, at 1.45 p.m.

Present :—The Chirman; L. M. Acland, Esq., Dr. H. A. Keegel; C. P. Hayley, Esq.; D. G. Goonawardana, Esq.; Dr. E. Ludovici; F. J. de Vos, Esq.; and M. Makan Markar, Esq.

1. Read and confirmed Minutes of Meeting held 21st July, 1906.

2. Pursuant to notice Dr. E. Ludovici moved—That steps be taken to acquire the necessary land to make an alley for the conservancy of the houses on the south side of Pedlar street."

Seconded by Mr. F. J. de Vos.—Carried.

Resolved—That the Chairman be authorized to apply to Government for an acquisition survey of the land required.

3. Dr. H. A. Keegel withdrew the motion notice of which he had given.

4. By leave of Council, Mr. F. J. de Vos moved—That the Superintendent of Works be directed to expend a sum not exceeding Rs. 400 already voted for canals in cutting a channel in accordance with instructions to be received from the Provincial Engineer.

Seconded by Mr. L. M. Acland.—Carried.

5. The assessment of properties within Police limits was brought up for consideration in accordance with a resolution of Council passed in 1905, when it was resolved—That Mr. E. Soerts and Mr. F. VanRooyen be appointed assessors, and that they be paid Rs. 300 as remuneration.

LOAN ACCOUNT.								
RECEIPTS.	Estimated Amount for 1906.		Receipts to August 31, 1906.		DISBURSEMENTS.	Estimated Amount for 1906.		Disbursements to August 31, 1906.
	Rs.	c.	Rs.	c.		Rs.	c.	
Balance on December 31, 1905	712	37	712	37	Gravelling Fort lanes	200	0	—
					Filling up low land near new gate	355	20	177 60
					Balance	—	—	534 77
	Rs.	712 37	Rs.	712 37				Rs. 712 37

DEPOSIT ACCOUNT.					
RECEIPTS.	Receipts to August 31, 1906.		DISBURSEMENTS.	Disbursements to August 31, 1906.	
	Rs.	c.		Rs.	c.
Balance on December 31, 1905, as follows :—			Refund :—		
Informer's share of fines, 1906	694	37	Rent of bathing wells	75	25
Fixed deposit	19,000	0	Rent of fruit market	556	25
Security from opium licenses	6,050	0	Rent of boutiques	87	50
Improving from toll renters, 1906	850	10	Rent of Fort market	93	50
Informer's share of fines, 1905	152	50	Sale of house rubbish	81	0
Fish auction shed, 1/10 of purchase amount	635	0	Rent of fruit trees	40	25
Fruit market licenses in advance for 1906	556	25	Informer's share of fines, 1906	588	62
Rent of wells	75	25	Informer's share of fines, 1905	152	50
Sale of house rubbish	81	0	Fish auction shed 1/10 of purchase amount	635	0
Rent of boutiques	87	50			
Rent of Fort market	93	50	Balance	2,309	87
Rent of fruit trees	40	25			
	Rs.	28,315 72		Rs.	28,315 72

Progress Report of Works done brought up to August 31, 1906.

	Amount of Vote.		Expenditure in August, 1906.		Expenditure up to August 31, 1906.		Balance.
	Rs.	c.	Rs.	c.	Rs.	c.	
Upkeep of roads	12,000	0	327	75	8,382	10a	3,617 90
Upkeep of bridges	600	0	7	17	522	13b	77 87
Upkeep of Municipal buildings	600	0	29	21	211	28c	388 72
Improving drainage and sanitation, Fort	800	0	—	—	138	26d	661 74
Improving drainage and sanitation, suburbs	800	0	2	0	155	32e	644 68
Clearing canals	1,500	0	70	15	538	45	961 55
Minor works	750	0	64	23	370	6f	379 94
Victoria park	996	55	—	—	485	90	510 65
Whitewashing markets	180	0	6	75	83	25	96 75
New carts and repair of old	905	0	110	50	737	66g	167 34
Additional latrines	350	0	—	—	—	—	350 0
Rebuilding retaining wall of Kepu-ela	2,000	0	100	63	1,351	51h	648 49
Set apart for waterworks, &c.	10,000	0	—	—	59	0i	9,941 0
Gravelling alleys, Fort	200	0	—	—	—	—	200 0
Extension of green market	1,500	0	—	—	—	—	1,500 0
Meat market Fort	1,250	0	—	—	—	—	1,250 0
Improvement of roads	650	0	—	—	—	—	650 0
Mortuary	1,050	0	—	—	1,050	0j	—
Filling up land near new gate	355	0	—	—	177	60k	177 60

(a) Metalled 123½ lines, patched with metal 171 squares, used 681 cubes of metal, trimmed and lowered sides 1,809½ lines, cleared side drains 1,001 lines, gravelled and rolled sides 15½ lines, gravel used 150 cubes, cleared jungle 450 lines, metalled wheel racks 3 lines, patched with gravel 94 squares, removed landslips and obstructions in Dickson, Cripps, Hume, and Elliott roads.

(b) Repairs of bridges, cost of coal tar, and purchased bridge planks.

(c) Repairs of boutiques, meat market, repairs of slaughter-house, repair of latrines, repair of betel shed near Police Court, and concreting floor of fruit market stalls.

(d) Repair of side drain, Leyn Baan street.

(e) Repair of Havelock Place cross drain, repair of side drain, Sea street, near fish market; and repair of culvert, Hirimbure road.

(f) Cost of iron chain for hackery stand, filling pit in Crown land, repair of fire engine, and cost of canvas hose.

(g) Built 2 iron hand carts, built 3 scavenging carts, repair of 11 latrine carts, 5 scavenging carts, and 3 iron hand carts.

(h) Building retaining wall, Kepu-ela.

(i) Pay of record-taker, Madola dam.

(j) Contribution for erecting mortuary.

(k) Filling land near new gate.

D. M. MOREIRA,
Secretary, Municipal Council.

Health Officer's Report for the Month of August, 1906.

Scavenging was well attended to.

Drainage.—Drains were kept clean.

Water supply.—Drinking water from Labuduwa was good.

Alleys were kept clean.

Dairies were well kept.

Bakeries were kept in good order.

Markets were well kept.

Cattle 196 and *goats* 183 were slaughtered during the month.

Slaughter-house and cattle shed were well kept.

Night soil depot was well kept.

Latrines were well kept.

General health.—Eight cases of measles and one of chickenpox were reported during the month.

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

MUNICIPALITY OF GALLE.

IN terms of section 8 of Ordinance No. 5 of 1899, I hereby give notice that the licenses for the sale of opium by retail within the limits of the Municipality of Galle for the year commencing January 1, 1907, will be four in number. The said licenses will be offered for sale by tender.

2. Sealed tenders addressed to the Chairman, Municipal Council, Galle, will be received at the Galle Kachcheri up to 1 P.M., October 12, 1906, for the purchase of all or any of the following licenses for the sale of opium by retail within the Galle Municipality, viz., at (1) High Street Bazaar, (2) Pettigalawatta, (3) China Garden, (4) Kaluwella, for the year 1907, on the conditions hereinafter mentioned, and subject to the provisions of the Opium Ordinances of 1899, 1903, 1904, and 1905.

3. No tender will be considered unless the tenderer is present in person, or by his agent duly authorised in writing, at the Galle Kachcheri at 1 P.M. on October 12, 1906, and is prepared to deposit forthwith one-third of the amount of his tender.

4. In the event of two or more tenders being for an equal amount the Chairman shall have the option of forthwith offering the license for sale by public auction—the bidding to be restricted to the tenderers in question—or of calling for fresh tenders, or otherwise disposing of the license in accordance with the provisions of the Opium Ordinances, Nos. 5 of 1899 and 14 of 1903.

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

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

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

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

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

By order,

D. M. MOREIRA,
Secretary.

The Municipal Office,
Galle, September 15, 1906.

Conditions subject to which Retail Licenses are issued.

1. The purchaser of a license to sell opium by retail shall, immediately on his being declared by the proper authority to be the purchaser, pay in cash one-third of his bid or tender, which sum shall be held by the proper authority as security, but cannot be used for payment of any of the instalments of the amount of the bid or tender, except those for the last four months. He shall pay the amount of the bid or tender, in twelve equal monthly instalments on the last day of every month during the currency of his rent, the first instalment to be paid on January 31, 1906, and shall pay interest at 9 per cent. per annum for every day for which an instalment is in arrear. The security money may be at the request of the purchaser, placed in fixed deposit at any bank to be selected by him, and shall be at the risk of the purchaser. Should any instalment not be paid on the due date the proper authority may resell the license, or so much of the term thereof as may be unexpired, at the risk of the purchaser.

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

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

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

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

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

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

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

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

10. No opium shall be delivered on, or from, or received into, the premises hereby licensed between the hours of eight at night and six in the morning.

11. There shall be kept on the premises hereby licensed a bound Stock Book with numbered pages. A copy of such book for the premises hereby licensed will be delivered free by the proper authority to the licensee when he takes out his license. If a new book is required, it must be purchased by the licensee from the proper authority, to whom the previous book must be delivered.

12. It shall be the duty of the licensee to see that all receipts and disposals of opium are regularly entered in the Stock Book immediately the transaction takes place, all the columns in the book being correctly filled in and the quantity in stock at the beginning and end of the day being clearly shown.

13. It shall also be the duty of licensee to see that on or before the second of each month there is transmitted to the Inspector-General of Police a correct copy of the Stock Book and a correct copy of the book required to be kept under condition No. 20.

14. It shall be the duty of the Inspector-General of Police to issue to the licensee a receipt for such correct copies when they have been received. In the event of the licensee not receiving such receipt within a week of his posting the correct copies, it shall be his duty to communicate with the Inspector-General of Police and ascertain whether such correct copies have been received, and if they have miscarried to supply duplicates.

15. It shall be the duty of the licensee, before he receives his license, to submit to the proper authority a list giving the names of the persons whom he proposes to employ on the premises hereby licensed. Such statement shall contain the full name and description of each employe, and specify the nature of the work which he is to perform. All such persons must be over the age of twenty-one years, and the proper authority must be satisfied that they are of good character. No person whose name has not been endorsed on this license by the proper authority shall be employed by the licensee to take charge of, receive, or sell opium on his account, and the licensee shall not permit any one whose name is not so endorsed to perform any of the above duties.

16. The licensee may from time to time apply to the proper authority to make such alterations as seem desirable in the list of persons employed; such alterations shall be endorsed on this license, and the licensee on receiving a notice from the proper authority to remove any person employed on the premises hereby licensed shall within one week of his receiving such notice produce this license to the proper authority so that the name of such employe may be erased from this license. Such person shall then be disqualified for employment in the premises hereby licensed.

17. It shall be the duty of the licensee to see that a board having the number of this license, the name of the licensee, and the words "Licensed to Sell Opium by Retail." legibly painted upon it, is kept affixed to some conspicuous part of the premises hereby licensed.

18. No business or occupation except the sale of opium or cigars shall be carried on in the premises hereby licensed.

19. No opium shall be sold except for cash paid on the spot.

20. It shall be the duty of the licensee to make an entry in a book to be kept for that purpose, giving the full name and address of the purchaser and giving the quantity sold to him, and the date of sale, whenever opium exceeding 4 drams in weight is sold at any one time.

21. The licensee shall keep on the premises hereby licensed and have available for use at all times a true set of scales and the following standard weights:—

Avoirdupois : $\frac{1}{4}$ oz., $\frac{1}{2}$ oz., 1 oz., 2 oz., 4 oz., 8 oz., 1 lb., 2 lb., 4 lb., 7 lb.

22. The licensee shall observe the rules hereinafter mentioned for keeping his books.

Specimen page of Stock Book for Retail Dealers in Opium.

Date		lb.	oz.	dr.	From whom received.	Remarks
June 1.—	Balance of opium in hand	17	8	4		
	Received	...	10	8 2	Juanpulle, wholesale dealer No. 1	
	Total	..	28	0 6		
	Issued	..	1	7 9		
	Balance on closing	...	26	8 13		
June 2.—	Received	...		Nil		
	Total	...	26	8 13		
	Issued	..	0	15 5		
	Balance on closing	...	25	0 8		
June 3.—	Received	...		Nil		
	Total	...	25	9 8		
	Issued	..	2	7 1		

Rules for keeping the Stock Book.

NOTE.—Two copies of these rules in English and both native languages must be fastened securely inside each cover of the Stock Book

This book must be kept in avoirdupois measure.

Avoirdupois Weight.

16 drachms	=	1 oz.
16 oz.	=	1 lb.
28 lb.	=	1 quarter.
4 qrs.	=	1 cwt.
20 cwt.	=	1 ton.

N.B.—180 grains is equal to 6.582 drams avoirdupois, i.e., is less than 7 drams.

COLOMBO MUNICIPALITY.

IN terms of section 8 of Ordinance No. 5 of 1899, I hereby give notice that the licenses for the sale of opium by retail within the limits of the Municipality of Colombo for the year commencing the 1st day of January, 1907, will be four in number. The said licenses will be offered for sale by tender.

2. Sealed tenders addressed to the Chairman, Municipal Council, Colombo, will be received at the Colombo Kachcheri up to 12 noon on September 27, 1906, for the purchase of all or any of the following licenses for the sale of opium by retail within the Colombo Municipality, viz.:—at (1) Sea street, (2) Grandpass, (3) Maradana 2nd Division, (4) Malay street, for the year 1907, on the conditions hereinafter mentioned, and subject to the provisions of the Opium Ordinances of 1899, 1903, 1904, and 1905.

3. Forms of tender may be obtained at the Municipal Office, Colombo.
4. No tender will be considered unless the tenderer is present in person, or by his agent duly authorized in writing, at the Colombo Kachcheri at 12 noon on September 27, 1906, and is prepared to deposit forthwith one-third of the amount of his tender.
5. In the event of two or more tenders being for an equal amount the Chairman shall have the option of forthwith offering the license for sale by public auction—the bidding to be restricted to the tenderers in question—or of calling for fresh tenders, or otherwise disposing of the license in accordance with the provisions of the Opium Ordinances Nos. 5 of 1899 and 14 of 1903.
6. Every tender must contain the full name and address of the person tendering.
7. The Chairman does not bind himself to accept the highest or any tender.
8. The person whose tender or bid is accepted will become the purchaser of the license, and shall forthwith make payment of one-third of the amount of his tender or bid and comply with the conditions herein-after mentioned.
9. Copies of conditions may be obtained on application at this office.
10. The sale of opium by retail means that the quantity to be sold at any one time to any individual, except to a licensed retail vendor, shall not exceed 180 grains.

By order,

The Municipal Office,
Colombo, September 1, 1906.

R. R. DUNUWILLE,
Secretary.

Conditions subject to which Retail Licenses are issued.

1. The purchaser of a license to sell opium by retail shall, immediately on his being declared by the proper authority to be the purchaser, pay in cash one-third of his bid or tender, which sum shall be held by the proper authority as security, but cannot be used for payment of any of the instalments of the amount of the bid or tender, except those for the last four months. He shall pay the amount of the bid or tender in twelve equal monthly instalments on the last day of every month during the currency of his rent, the first instalment to be paid on January 31, 1907, and shall pay interest at 9 per cent. per annum for every day for which an instalment is in arrear. The security money may be, at the request of the purchaser, placed in fixed deposit at any bank to be selected by him, and shall be at the risk of the purchaser. Should any instalment not be paid on the due date the proper authority may resell the license, or so much of the term thereof as may be unexpired, at the risk of the purchaser.
2. The store or premises hereby licensed must be fully described in the body of this license, which shall apply to the premises so described and nothing more.
3. The premises hereby licensed shall not have internal communication with any other buildings or premises.
4. The premises hereby licensed shall be kept clean and in good sanitary condition.
5. It shall be the duty of the person in charge of the premises hereby licensed to open them for inspection on the demand of any person appointed an Inspector by the proper authority in writing, or of any police officer not below the rank of Inspector. The person in charge shall also be bound to produce all books, documents, or accounts with reference to the receipt or disposal of opium which he has in his possession, and to weigh, if specially called on to do so, in the presence of the Inspector or Police Officer, all opium in stock or on the premises at the time of the inspection: he shall also explain to the best of his ability any discrepancy that may be found to exist between the quantity of opium in stock and the quantity which, according to the books, ought to be in stock at the time of inspection.
6. No opium shall be consumed on the premises hereby licensed.
7. No opium kept on the premises hereby licensed shall be adulterated or deteriorated in any way.
8. No disorderly conduct shall be permitted on the premises hereby licensed.
9. No opium shall be delivered on the premises hereby licensed to any person who is under the influence of liquor or opium, or who is apparently under the age of fifteen years.
10. No opium shall be delivered on, or from, or received into, the premises hereby licensed between the hours of eight at night and six in the morning.
11. There shall be kept on the premises hereby licensed a bound Stock Book with numbered pages. A copy of such book for the premises hereby licensed will be delivered free by the proper authority to the licensee when he takes out his license. If a new book is required, it must be purchased by the licensee from the proper authority, to whom the previous book must be delivered.
12. It shall be the duty of the licensee to see that all receipts and disposal of opium are regularly entered in the Stock Book immediately the transaction takes place, all the columns in the book being correctly filled in and the quantity in stock at the beginning and end of the day being clearly shown.
13. It shall also be the duty of the licensee to see that on or before the second of each month there is transmitted to the Inspector-General of Police a correct copy of the Stock Book and a correct copy of the book required to be kept under Condition No. 20.
14. It shall be the duty of the Inspector-General of Police to issue to the licensee a receipt for such correct copies when they have been received. In the event of the licensee not receiving such receipt within a week of his posting the correct copies, it shall be his duty to communicate with the Inspector-General of Police, and ascertain whether such correct copies have been received, and if they have miscarried, to supply duplicates.
15. It shall be the duty of the licensee, before he receives his license, to submit to the proper authority a list giving the names of the persons whom he proposes to employ on the premises hereby licensed. Such statement shall contain the full name and description of each employé, and specify the nature of the work which he is to perform. All such persons must be over the age of twenty-one years, and the proper authority must be satisfied that they are of good character. No person whose name has not been endorsed on this license by the proper authority shall be employed by the licensee to take charge of, receive, or sell opium on his account, and the licensee shall not permit any one whose name is not so endorsed to perform any of the above duties.
16. The licensee may from time to time apply to the proper authority to make such alterations as seem desirable in the list of persons employed; such alterations shall be endorsed on this license, and the licensee on receiving a notice from the proper authority to remove any person employed on the premises hereby licensed shall within one week of his receiving such notice produce this license to the proper authority so that the name of such employé may be erased from this license. Such person shall then be disqualified for employment in the premises hereby licensed.

17. It shall be the duty of the licensee to see that a board having the number of this license, the name of the licensee, and the words "Licensed to Sell Opium by Retail," legibly painted upon it, is kept affixed to some conspicuous part of the premises hereby licensed.

18. No business or occupation except the sale of opium or cigars shall be carried on in the premises hereby licensed.

19. No opium shall be sold except for cash paid on the spot.

20. It shall be the duty of the licensee to make an entry in a book to be kept for that purpose, giving the full name and address of the purchaser and giving the quantity sold to him, and the date of sale, whenever opium exceeding 4 drams in weight is sold at any one time.

21. The licensee shall keep on the premises hereby licensed and have available for use at all times a true set of scales and the following standard weights:—

Avoirdupois: $\frac{1}{4}$ oz., $\frac{1}{2}$ oz., 1 oz., 2 oz., 4 oz., 8 oz., 1 lb., 2 lb., 4 lb., 7 lb.

22. The licensee shall observe the rules hereinafter mentioned for keeping his books.

Specimen Page of Stock Book for Retail Dealers in Opium.

Date.	lb. oz. dr.	From whom received.	marks.
June.—Balance of opium in hand ..	17 8 4	Juwani Pulle, wholesale dealer, No. 1	
Received ..	10 8 2		
Total ..	28 0 6		
Issued ..	1 7 9		
Balance on closing ..	26 8 13		
June 2.—Received ..	Nil.		
Total ..	26 8 13		
Issued ..	0 15 5		
Balance on closing ..	25 9 8		
June 3.—Received ..	Nil.		
Total ..	25 9 8		
Issued ..	2 7 1		

Rules for keeping the Stock Book.

NOTE.—Two copies of these rules in English and both native languages must be fastened securely inside each cover of the Stock Book.

This book must be kept in avoirdupois measure.

Avoirdupois weight.

16 drachms	= 1 oz.
16 oz.	= 1 lb.
28 lb.	= 1 quarter
4 qrs.	= 1 cwt.
20 cwt.	= 1 ton.

N.B.—180 grains are equal to 6.582 drams avoirdupois, *i.e.*, is less than 7 drams.

23. The quantity to be sold, given, or transferred at any one time to any individual, except to a licensed retail vendor, shall not exceed 180 grains.

MUNICIPALITY OF COLOMBO.

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

The Municipal Office, R. R. DUNUWILLE,
Colombo, September 18, 1906. Secretary.

SCHEDULE.

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale: Monday, October 15, 1906.		
Vuystwycke street.		
39	3rd and 4th quarters, 1905	7 A.M.
106	Do.	7.5 ..
113	Do.	7.10 ..

Premises No.	Quarter and Year.	Time of Sale.
Nagalagam street.		
233	3rd and 4th quarters, 1905	7.15 A.M.
235	Do.	7.20 ..
Madampitiya.		
24	3rd and 4th quarters, 1905	7.25 A.M.
Cemetery street.		
47	3rd and 4th quarters, 1905	7.30 A.M.
78	4th quarter, 1905	7.35 ..
78A-B	Do.	7.40 ..
Totewatta.		
6	4th quarter, 1905	7.45 A.M.
Mattakkuliya.		
42	4th quarter, 1905	7.50 A.M.
Ferguson's road.		
19	3rd and 4th quarters, 1905	7.55 A.M.
Piachaud's lane.		
9B	3rd and 4th quarters, 1905	8.30 A.M.
29	Do.	8.35 ..
59B	Do.	8.40 ..
60A	Do.	8.45 ..
61	Do.	8.50 ..
75	Do.	8.55 ..

Premises No.	Quarter and Year.	Time of Sale.
Symon's road.		
5A ..	4th quarter, 1905	9. 5 A.M.
6 ..	Do.	9.10 ..
Dematagoda.		
32 ..	3rd and 4th quarters, 1905	9.15 A.M.
40 ..	Do.	9.20 ..
83 ..	Do.	9.25 ..
237A ..	Do.	9.30 ..
220 ..	4th quarter, 1905	9.35 ..
220A ..	Do.	9.40 ..
232A ..	Do.	9.45 ..
Temple road.		
24 ..	3rd and 4th quarters, 1905	9.50 A.M.
25 ..	Do.	9.55 ..
25A ..	Do.	10 ..
Date of Sale : Tuesday, October 16, 1906.		
Temple road.		
25B ..	3rd and 4th quarters, 1905	7 A.M.
25C ..	Do.	7. 5 ..
26 ..	Do.	7.10 ..
31 ..	Do.	7.15 ..
31A ..	Do.	7.20 ..
84A ..	Do.	7.25 ..
Jail road.		
15B ..	4th quarter, 1905	7.30 A.M.
13A ..	3rd and 4th quarters, 1905	7.35 ..
18 ..	Do.	7.40 ..
19 ..	Do.	7.45 ..
20 ..	Do.	7.50 ..
23/24 ..	Do.	7.55 ..
Maligakanda.		
1 ..	3rd and 4th quarters, 1905	8. 5 A.M.
5C ..	Do.	8.10 ..
9 ..	Do.	8.15 ..
54 ..	Do.	8.20 ..
54B ..	Do.	8.25 ..
2nd Divisions, Maradana		
116 ..	4th quarter, 1905	8.30 A.M.
116A ..	Do.	8.35 ..
Jail road.		
15K ..	4th quarter, 1905	8.40 A.M.
Dematagoda.		
227 ..	3rd and 4th quarters, 1905	8.50 A.M.

COLOMBO MUNICIPALITY.

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

The Municipal Office, R. R. DUNUWILLE,
Colombo, September 18, 1906. Secretary.

Premises.	No.	Date postponed to.
Original Date of Sale : August 11, 1906.		
Nagalagam street	136-137	Sept. 25, 1906
Original Date of Sale : August 27, 1906.		
Temple road	14	Oct. 1, 1906
Do.	14A	do.
Original Date of Sale : August 28, 1906.		
Piachaud's lane	73	Oct. 1, 1906
Do.	73A	do.
Original Date of Sale : August 31, 1906.		
Skinner's Road South	17	Oct. 1, 1906
Darley road	13	do.
Original Date of Sale : August 3, 1906.		
Dematagoda	26	Oct. 11, 1906
Do.	188	do.
Original Date of Sale : August 3, 1906.		
Maligakanda	21A	Oct. 11, 1906
Original Date of Sale : August 4, 1906.		
Maligakanda	45	Oct. 11, 1906
Kotte road	33	do.
Anstruther street	1A	do.
Original Date of Sale : Sept. 13, 1906.		
Mutwal street	15-13	Oct. 11, 1906
Do.	15A B-14	do.
Do.	15C-15	do.
Original Date of Sale : Sept. 17, 1906.		
Modara street	113-129	Oct. 18, 1906

TRADE MARKS NOTIFICATIONS

IN compliance with the provisions of the "Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo have applied for the registration of the following Trade Mark in the name of Gillette Safety Razor Company at First and Colton streets, Boston, County of Suffolk, State of Massachusetts, United States of America, in respect of cutlery, particularly razors and razor blades in Class 12 in the Classification of Goods in the above-mentioned Regulations :—

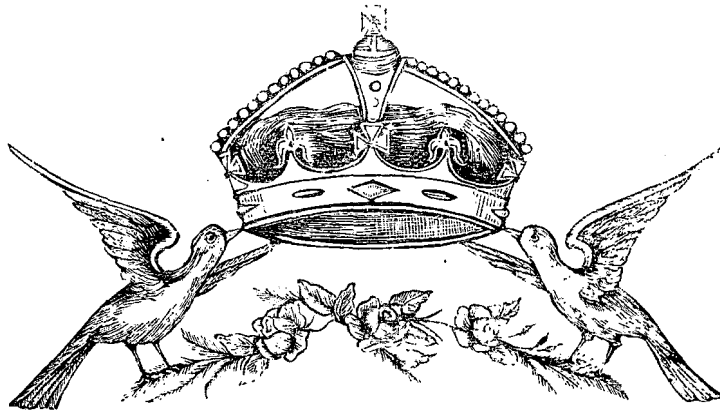


Gillette

Registrar-General's Office,
Colombo, September 19, 1906.

N. W. MORGAPPAH,
for Registrar-General.

IN compliance with the provisions of the "Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinance No. 9 of 1906, and the Regulations made on June 1, 1906, notice is hereby given that J. N. Keith, Esq., of Colombo has applied for the registration of the following Trade Mark in the name of Messrs Varrant & Company of Colombo in respect of Cotton Piece Goods of all kinds and substances used as Food or as ingredients in Food in Classes 24 and 42 respectively in the Classification of Goods in the above-mentioned Regulations:—



Registrar-General's Office,
Colombo. September 19, 1906.

N. W. MORGAPPAH,
for Registrar-General.

NOTICES TO MARINERS.

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

By His Excellency's command.

A. M. ASHMORE,
Colonial Secretary.

Colonial Secretary's Office,
Colombo, September 20, 1906.

BENGAL.—No. 304.

Africa, North-East—Red Sea—Shoal reported.

The Bombay Government has given notice (No. 82 of 1906) that the Master of ss. Africa reported that on 26th July, 1906, the ship was observed in shoal water, and on sounding obtained 2 fathoms on the following bearings:—

N. W. Point Ras Mujamela Island N. $27\frac{1}{4}^{\circ}$ E. (T).
Extreme South Point of above Island S. 78° E. (T).
Soundings obtained from $1\frac{1}{2}$ fathom, gradually increasing to the eastward up to 4 and 5 fathoms.

Approximate position—

Latitude $14^{\circ}33\frac{1}{2}'$ N.
Longitude $42^{\circ}52\frac{1}{4}'$ E.

This notice affects the following Admiralty Charts:—
Red Sea (*General Chart*), No. 2,523; Red Sea, Sheet V., No. 8E; and Jabel Teir to Perim Island, No. 143; also Red Sea and Gulf of Aden Pilot, fifth edition, 1900, page 337.

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

Calcutta, August 28, 1906.

BENGAL.—No. 305.

Africa, North-East—Gulf of Aden—Aden anchorage—Channel buoys.

The Bombay Government has given notice (No. 83 of 1906) that on the 20th August, 1906, the three Port hand Channel buoys in the inner harbour of Aden will be moved and relaid on the following bearings:—

- 1.—Western buoy—from
old position .. S. $55\frac{1}{4}^{\circ}$ E. (T) 25 yards.
Ras Marbut Flagstaff .. S. 40° E. (T).
Residency Flagstaff .. S. $17\frac{3}{4}^{\circ}$ E. (T).
Clock Tower .. S. $78\frac{3}{4}^{\circ}$ E. (T).
Flagstaff Tarshein
Point .. S. 2° E. (T).
Quarantine Island Flag-
staff .. N. $83\frac{1}{2}^{\circ}$ E. (T).
- 2.—Centre buoy—from
old position .. S. $17\frac{1}{2}^{\circ}$ W. 110 yards.
Ras Marbut Flagstaff .. S. $8\frac{1}{2}^{\circ}$ W. (T).
Clock Tower .. S. 64° E. (T).
Signal Station Flag-
staff .. S. $21\frac{3}{4}^{\circ}$ E. (T).
Quarantine Island Flag-
staff .. N. 88° E. (T).
- 3.—Eastern buoy—
from old position .. South (T) 67 yards.
Ras Marbut Flagstaff .. S. $39\frac{1}{4}^{\circ}$ W. (T).
Clock Tower .. S. 27° W. (T).
Signal Station Flag-
staff .. S. 10° W. (T).
Quarantine Island Flag-
staff .. S. $80\frac{1}{4}^{\circ}$ E. (T).

This notice affects the following Admiralty Charts:—
Gulf of Aden Sheet II., Western portion. No. 6C; Aden

and adjacent bays. Aden Anchorage No. 7; Red Sea, Sheet V, No. 8E; and Arabian Sea, No. 1012; and Red Sea and Gulf of Aden Pilot, fifth edition, 1,900, page 350, and Supplement, 1904, relating to Red Sea and Gulf of Aden Pilot, page 39.

ST. L. S. WARDEN, Comdr., R.I.M.,
Port Officer of Calcutta.
Calcutta, August 28, 1906

BENGAL.—No. 306.

New Zealand—North Island, west coast, Kaipara bar—Additional beacon erected.

With reference to Notice to Mariners No. 198, dated 10th June-1905, issued by this office, the British Admiralty has given further notice (No. 790 of 1906) that the front of the two beacons erected on the North Head, Kaipara harbour, being difficult to distinguish, a middle and larger beacon, 42 feet high, has been erected at a distance of $1\frac{2}{10}$ cables N. 52° E., from the front beacon. The height of the beacons are—front beacon 32 feet, middle beacon 44 feet, rear beacon 42 feet. These beacons in line N. 52° E. lead over the bar.

Approximate position, lat. 36° 23' S, long. 174° 8½' E.

Variation, 13° westerly in 1906.

This notice affects the following Admiralty Chart:—Kaipara harbour, No. 2,614; also New Zealand Pilot, 1901, page 244; and Supplement, 1903, page 24

ST. L. S. WARDEN, Comdr., R. I. M.,
Port Officer of Calcutta.
Calcutta, August 28, 1906.

BENGAL.—No. 307.

India, South—Ceylon, West coast, Colombo harbour—Northern passage open.

The British Admiralty has given Notice (No. 791 of 1906) that the northern entrance between the north-east and north-west breakwaters, Colombo harbour, is open for the passage of vessels.

Further notice will be given when information respecting the lighting of this passage has been received.

Approximate position, lat. 6° 58' N., long. 79° 51' E.

This notice affects the following Admiralty Chart:—Colombo harbour, No. 914; also West Coast of Hindustan Pilot, 1898, page 95; Supplement, 1903, page 5; Bay of Bengal Pilot, 1901, page 73; and Supplement, 1903, page 1.

ST. L. S. WARDEN, Comdr., R.I.M.,
Port Officer of Calcutta.
Calcutta, August 28, 1906.

BENGAL.—No. 308.

Africa, East Coast—Tanga harbour.—Lights established.

The British Admiralty has given notice (No. 798 of 1906) that a green fixed light is exhibited from the flagstaff in front of the Custom House, Tanga.

Approximate position of Custom House on chart No. 663, lat. 5° 4½' S., long. 39° 6½' E.

Also, that two white fixed lights are exhibited from two iron poles situated at each extremity of the iron pier.

This notice affects the following Admiralty Charts:—Mansa and Tanga bays, No. 663; also, List of Lights, part VI., 1906, page 13; and Africa Pilot, part III., 1905, page 456.

ST. L. S. WARDEN, Comdr., R.I.M.,
Port Officer of Calcutta.
Calcutta, August 28, 1906.

BENGAL.—No. 309.

Pacific Ocean, South—New Caledonia—Port. Noumea approach—Beacon disappeared.

The British Admiralty has given notice (No. 805 of 1906) that the iron beacon on the westernmost of the four northern banks, Port Noumea approach, formerly situated about 7½ miles S. 400 E. from Port Noumea flagstaff, has disappeared.

Approximate position of flagstaff, lat. 22° 16½' S., long. 166° 26½' E.

Variation 10° easterly in 1906.

This notice affects the following Admiralty Charts:—Uen island to St. Vincent bay, No. 2,907; approaches to Port Noumea, No. 2,069; also Pacific islands, vol. II., 1900, page 310.

ST. L. S. WARDEN, Comdr., R.I.M.,
Port Office of Calcutta.
Calcutta, August 28, 1906.

BENGAL.—No. 310.

China, East Coast—Fuchau—Min river—Rock reported in approach.

The British Admiralty has given notice (No. 810 of 1906) that a rock, with a depth over it of 1½ fathom at low-water springs, is reported to exist in the approach to the river Min, situated at a distance of 11 cables N. 10° W. from the summit (295 feet) of Chingau island. No bearings are given, the position therefore must be considered approximate.

Approximate position, lat. 26° 15½' N., long. 119° 59½' E.

Variation, 1° westerly in 1906.

This notice affects the following Admiralty Charts:—Oeksen island to Tung yung, No. 1,761; River Min, No. 2,400; also China Sea Directory, vol. III., 1904, page 269.

ST. L. S. WARDEN, Comdr., R.I.M.,
Port Officer of Calcutta.
Calcutta, August 28, 1906.

BENGAL.—No. 311.

Japan—Kiusiu, West Coast—Nagasaki harbour—Shoal in approach—Beacon disestablished—Colour of buoy.

The British Admiralty has given notice (No. 813 of 1906) of the existence of a shoal, with a depth of 5½ fathoms over it, in the southern approach to Nagasaki harbour, situated in a position from which Kajikake beacon bears S. 38° W., distant 1½ cable, and the northern end of Goroye shima S. 76° E.

Approximate position, lat. 32° 41½' N., long. 129° 49½' E.

Also, that the beacon marking Minage zaki, Nagasaki harbour, has been removed.

Note.—On certain copies of Admiralty Chart No. 2,815 the colour of the buoy marking Osone, situated about 6 cables S. 28° E. from Nezumi jima, is shown as red, instead of red and black horizontal bands.

Variation, 4° westerly in 1906.

This notice affects the following Admiralty Charts:—Nagasaki harbour, Nos. 2,415 and 2,815; also Sailing Directions for Japan, &c., 1904, pages 550, 551, 552.

ST. L. S. WARDEN, Comdr., R.I.M.,
Port Officer of Calcutta.
Calcutta, August 28, 1906.

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

Vessels.	Date of Clearing.	For wh. Port.	Plantation (Coffee).	Native (Coffee).	Ten.	Thano.	Trunk (Ginchoon).	Branch (Ginchoon).	Ginchoon Chips.	Cocoanuts.	Copra.	Cocount Oil.	Cocount Pomac.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Camom.	Ebony.	Plumbag.	Coir Rope.	Coir Junk.	Coir Yarn.	Coir R. bre.	Sapam-wood.	Orehilla.	Kiri (Fibre).	Deer Horns.
COLOMBO.																											
ss. Magdeburg	10-9	Hamburg			3010		1711		14240	7751	1892	2209	23800*						3319				884				
ss. Collogon	10-9	London	31		252108				117170										571			582	323				
ss. Bellerophon	10-9	Pacific Ports			12072				20000		1006	2002	6200†						1141			21	71				
ss. Pingsuey	10-9	London			359057	53			49055		1991	1520							281			31	293				
ss. Skrophshire	11-9	London	191		798874							4008	39376						13700				516				
ss. Bechnana	11-9	New York			63676														45								
ss. Nairung Regent	11-9	Bombay			3750																						
ss. Prinz Regent	12-9	Hamburg			7521				10125				7700										47				
ss. Clan Ferguson	12-9	London			28280																						
ss. Orotava	12-9	London			160288				12500																		
ss. Umfril	13-9	Cape Ports			24665																						
ss. Clan Macleod	13-9	Hamburg			8840					2000			1000	14000†													
ss. Awa Maru	13-9	Yokohama			35770	78			2000																		
ss. Armand Behic	13-9	Marsailles			2125																						
ss. Moldavia	14-9	Bombay			33363																						
ss. Matiana	14-9	London			100886																						
ss. Tranenfels	15-9	New York			343296																						
ss. Nicobar	15-9	Vladivostok			388486																						
ss. Clan Urquhart	15-9	Madras			1500																						
GALLE.																											
ss. Lalpoona	8-9	Calcutta																									
ss. Bhundara	12-9	Calcutta																									

* And Chips 80,800 lb.

† And Chips 16,300 lb.

‡ Chips.

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

TO GALLE :-

TO COLOMBO :-

From	Bags	From Calcutta	Bags
Calcutta	84,004	Karachi	4,078
Tuticorin	6,972	Calicut	5,866
Singapore	2,750	Yokohama	200
China	700	Mutapet	2,272
Ammapatan	73	Penang	4,400
Trieste	500		
Cocoonada	31,425		
Bombay	105		
Total	121,334	Total	93,345

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

W. E. Thorpe,
for Principal Collector.

THE under-mentioned goods having been left in the Kochchikade Warehouse beyond the time allowed by law, notice is hereby given that unless the same be cleared or bonded they will be sold by public auction on Saturday, October 6, 1906, at 12 noon :—

Date.	Vessel.	From.	Marks.	Quantity and Description of Goods.
1906.				
May 16 ..	ss. Bancoora ..	Bombay ..	L B	1 iron post
Do. ..	do. ..	do. ..	A M M	1 bag castor poonac
Do. ..	ss. Clan MacLachlan	Calcutta ..	Nil	1 bag rice
Do. ..	do. ..	do. ..	A J in a diamond, J H	1 bag rice
Do. ..	do. ..	do. ..	M H upon D J	2 bags rice
June 14 ..	ss. Itinda ..	Bombay ..	R H Rangoon	1 bag prawns

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

W. E. THORPE,
for Principal Collector.

ROAD COMMITTEE NOTICES.

Glenlyon-Preston 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 Iona bungalow on Monday, September 24, 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, resident managers, or Superintendents and of the Agents of each estate for an assessment on the private contribution of Rs. 600 on the maintenance estimate for 1906 ;

and to transact such other business as may come before it.

A. ROSSI-ASHTON,
Chairman, Local Committee.
Iona estate,
Arapatana, September 8, 1906.

Nugatenna-Deanstone 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 Waitalawa Bungalow on Saturday, October 6, 1906, at 2 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, resident managers, or superintendents, and of the agents of each estate ;

for an assessment on the private contribution of Rs. 1,000 on the maintenance estimate for 1906, and to transact such other business as may come before it

RICHARD BURKE,
Chairman, Local Committee.
Waitalawa Estate,
Urugala, September 12, 1906.

Delosbage road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a general meeting of the proprietors or resident managers of the estates interested in the Delosbage road will be held at Pen-y-lan Pavilion on Saturday, September 29, 1906, at 12 o'clock noon :—

Business.

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

for an assessment on the private contribution of Rs. 1,833 on the maintenance estimate for 1906, and to transact such other business as may come before it.

J. P. LEWIS,
Chairman
Provincial Road Committee's Office,
Kandy, September 19, 1906.

UNOFFICIAL ANNOUNCEMENTS.

(Continued from page 1469).

MEMORANDUM OF ASSOCIATION OF THE RIBU RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE RIBU RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (1) To purchase or otherwise acquire the Ribu Estate, comprising Nine hundred and Fifty-one (951) acres more or less, and situate in Negri Sembilan in the Federated Malay States, and all other the property and business of the Ribu Planting Company, Limited.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any other estate or estates land or lands in the Island of Ceylon or the Federated Malay States or elsewhere, and any right of way, water right, and other rights, privileges, and easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.

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

- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable or irredeemable or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and 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 Forty thousand (40,000) shares of Rupees Twenty-five (Rs. 25) 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.
ROBERT DAVIDSON, Colombo, by his attorney, DAVID SCOTT	... One
W SAUNDERS, Colombo .. ..	... One
W. W. KENNY, Colombo .. ..	... One
E. S. STEDMAN HASLEWOOD, Colombo .. ..	... One
C. E. HASLOP, Colombo .. ..	... One
L. O. LEEFE, Colombo .. ..	... One
GEORGE CROLL, Colombo .. ..	... One

Witness to the above signatures at Colombo, this 20th day of
September, 1906:

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

ARTICLES OF ASSOCIATION OF THE RIBU 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 Ribu 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 Forty thousand (40,000) shares of Twenty-five Rupees (Rs. 25) 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 declinature shall be absolute.

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SHARES (SURRENDER AND FORFEITURE).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

CALLS.

54. *Directors may make calls.*—The Directors may from time to time make such calls as they think fit upon the registered holders of shares, in respect of moneys unpaid thereon, and not by the conditions of allotment made payable at fixed times; and each Shareholder shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors, provided that two months' notice at least shall be given to the 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 of the number of shareholders holding not less than one-seventh of the issued capital and entitled to vote.

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person 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, he committee or other legal guardian of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator of any deceased Shareholder, or any one of such persons as aforesaid, if more than one, shall not be entitled to vote in the place of such infant, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.

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

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

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

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

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

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

The Ribu Rubber Company, Limited.

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

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

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

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

DIRECTORS.

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

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding in his own right shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Five hundred Rupees (Rs. 2,500), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Two thousand Five hundred Rupees (Rs. 2,500) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration 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 William Stephen Tudor Saunders of Colombo, Robert Davidson of Colombo, Seymour Philip Jeffery of Colombo, and George Croll 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 Meeting shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

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

99. *If election not made, retiring Directors to continue until next meeting.*—If at any meeting at which an election of a Director ought to take place the place of the retiring 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 liquidation of the Ribu Planting Company, Limited, aforesaid, and 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 Ribu Estate aforesaid, 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 signatures as they may appoint to draw, accept, make, endorse, sign, and execute cheques, bills of exchange, and promissory notes, bills of lading, receipts, contracts, and agreements, bonds, mortgages, proxies to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

109. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other Company or Companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any Company or Companies, person or persons, upon such terms and in such manner as the Directors shall think fit; and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or 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 to appoint any persons to be members of such local board, or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or Company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company, and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any Agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

117. *Acts of Board or committee valid notwithstanding informal appointment.*—The acts of the Board or of any 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 minutes 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 net 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 Auditor or Auditors of the Company and fix his or their remuneration ; and all future Auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointments or until otherwise ordered by a General Meeting.

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this 20th day of September, 1906.

ROBERT DAVIDSON, by his attorney DAVID SCOTT.

W. SAUNDERS.

W. W. KENNY.

E. S. STEDMAN HASLEWOOD

C. E. HASLOP.

L. O. LEEFE.

GEORGE CROLL.

Witness to the above signatures:

LESLIE W. F. DE SARAM,

Proctor, Supreme Court, Colombo.