



Ceylon Government Gazette

Published by Authority.

No. 6,224 — FRIDAY, JANUARY 10, 1908.

PART I.—General: Minutes, Proclamations, Appointments, and General Government Notifications.

PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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

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

Part V.—Mercantile, Marine, Municipal, Local, and Miscellaneous.

	PAGE		PAGE
Proceedings of Municipal Councils, &c. . . . .	.. —	Trade Marks Notifications —
Board of Trade Notices .. .. .	.. —	Local Board Notices .. .. .	.. 62
Notices to Mariners .. .. .	.. 59	Road Committee Notices .. .. .	.. 62
Notifications of Quarantine .. .. .	.. —	Notices affecting Small Towns —
Returns of Imports and Exports .. .. .	.. 61	Notices affecting Village Communities (Gansabhawa) —
Railway Traffic Returns .. .. .	.. —	Unofficial Announcements .. .. .	.. 43
Patents Notifications —		

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF G. A. MARINITSCH & COMPANY, LIMITED.

1. The name of the Company is "G. A. MARINITSCH & 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 and take over as a going concern as from the 1st day of January, 1908, the business of general merchants and commission agents now carried on by Gustave Marinitsch at Colombo and elsewhere in the Island of Ceylon under the style and firm of "G. A. Marinitsch & Co.," with the goodwill thereof, and the leasehold premises, stores and other buildings, fixtures, furniture, tools, implements, stock in trade and effects belonging thereto.
 - (2) To carry on as a Joint Stock Company, Limited, the above-mentioned business as the same has heretofore been carried on by the said Gustave Marinitsch, and to develop and extend the same, and to carry on such other businesses and processes in connection with the above-mentioned business as are usually or customarily carried on in connection therewith or are incident thereto.
 - (3) To acquire or establish and carry on, either in connection with the business aforesaid or as distinct and separate businesses, the business or businesses of general merchants, commission and estate agents, forwarding agents, traders, exporters, importers and manufacturers, and wholesale and retail dealers of and in manufactured goods, materials, provisions, produce, live and dead stock and merchandise of all kinds, storekeepers, planters of rubber, tea, coffee, and other products, millers, engineers, manufacturers of chemicals and manures, chemists, coal merchants, colliery proprietors, coke manufacturers, miners, smelters, distillers, dye makers,

- metallurgists, ice merchants, refrigerating storekeepers, carriers of passengers and goods by land and by water, ship agents, agents for insurance companies, banks and other firms, corporations or individuals, underwriters and insurers of ships, goods, and other property, proprietors of docks, wharves, jetties, piers, warehouses, and boats, shipowners, barge owners, tugowners, wharfingers, warehousemen; and to carry on all or any such businesses in all their branches and to apply for, purchase, or otherwise acquire any patents *brevets d'invention* concessions, and the like 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.
- (4) 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 its branches.
 - (5) To buy, sell, manufacture, refine, manipulate, import and export, and deal in all substances, apparatus and things capable of being used in any such business as aforesaid or required by any customers of or persons having dealings with the Company, either wholesale or retail, and generally to carry on directly or indirectly any other business or businesses, trade or employment, manufacturing, importing, exporting, planting, or otherwise, which may seem to the Company capable of being conveniently carried on, either in connection with or in addition to any business hereby authorized or otherwise calculated directly or indirectly to enhance or render profitable any of the Company's property, rights, or business for the time being.
 - (6) 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.
 - (7) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the said Island, the Federated Malay States, India, 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.
 - (8) 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.
 - (9) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
 - (10) To 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 give to any person or persons, corporation or company special rights and privileges in connection with or control over the company, and to lend money to, guarantee the contracts of, or otherwise assist any such person or 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.
 - (11) 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.
 - (12) 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.
 - (13) 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.
 - (14) 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.

- (15) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and reborrow the moneys secured thereby or any part or parts thereof.
- (16) 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.
- (17) 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.
- (18) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (19) 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.
- (20) 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.
- (21) 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.
- (22) 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.
- (23) 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.
- (24) 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 hundred and Fifty thousand Rupees (Rs. 150,000), divided into Fifteen hundred (1,500) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or be divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
G. MARINITSCH, Colombo	One
F. HUNTE, Dresden	One
M. HUNTE, Dresden	One
FRANZ DEGEN (by his Attorney F. HUNTE), Paris	One
MARY ISABELLA DEGEN (by her Attorney F. HUNTE), Paris	One
C. O. PÖHN, Colombo	One
F. J. DE SARAM, Colombo	One

Witness to the signatures of the above-mentioned G. MARINITSCH, F. HUNTE, M. HUNTE, FRANZ DEGEN, MARY ISABELLA DEGEN, C. O. PÖHN, and F. J. DE SARAM at Colombo, this Fourth day of January, 1908.

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

ARTICLES OF ASSOCIATION OF G. A. MARINITSCH & 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 “G. A. Marinitsch & 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 shall purchase and acquire as a going concern from January 1, 1908, from Gustave Marinitsch of Vienna, Austria, and Colombo, Ceylon, the business of merchant and commission agent, now carried on by him at Colombo aforesaid under the name and style of G. A. Marinitsch & Company, at or for the price or sum of One hundred and Fifty thousand Rupees (Rs. 150,000). The said purchase consideration to be paid and satisfied as to Seventy-five thousand Rupees (Rs. 75,000) in cash and as to Seventy-five thousand Rupees (Rs. 75,000) by the allotment and issue to the said Gustave Marinitsch of Seven hundred and fifty (750) shares of One hundred Rupees (Rs. 100) each fully paid up in the capital of the Company, and 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.

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.*—(a) The original capital of the Company is One hundred and Fifty thousand Rupees (Rs. 150,000), divided into One thousand five hundred (1,500) shares of One hundred Rupees (Rs. 100) each. The said One thousand five hundred shares forming the said original capital of the Company shall be held by the original holders thereof until the 31st day of December, 1912, and shall not be sold, transferred, or disposed of by them except as herein specially provided in that behalf.

(b) No holder of a share or shares forming part of the said One thousand five hundred (1,500) shares forming part of the said original capital of Rupees one hundred and Fifty thousand (Rs. 150,000) shall sell, transfer, or dispose of his share or shares before the 31st day of December, 1912, except by sale or transfer, or to the other holders of the said original shares, if they are willing to purchase the same, in which case they shall divide the shares so sold or transferréd equally among them, or except with the previous consent of all the other holders of original shares; and any person acquiring any of the said original shares by such sale or transfer shall be bound by the restriction in third clause contained as though he were one of the said original holders. Provided that this restriction shall in no way be taken to prejudice or affect the right of any person who shall become entitled to be registered in respect of any shares under Articles 36 and 37 hereof.

(c) As from the 1st day of January, 1913, the restrictions imposed by paragraph (b) of this present Article with regard to the said original One thousand five hundred (1,500) shares shall *ipso facto* cease to be in force, and shall be of no effect.

8. *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.

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

10. *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.

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

12. *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.

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

14. *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.

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

16. *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.

17. *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.

18. *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.

19. *Joint and several liability of joint-holders.*—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.

20. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 36.*—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 36 to become a Shareholder in respect of any share.

21. *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.

22. *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.

23. *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.

24. *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.

25. *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.

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

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

28. *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.

29. *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.

30. *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.

31. *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.

32. *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 30, 31, and 33, shall register the transferee as a Shareholder, and retain the instrument of transfer.

33. *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.

34. *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.

35. *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.

36. *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 holder.

37. *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.

38. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the

Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SHARES (SURRENDER AND FORFEITURE).

39. *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.

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

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

In default of payment shares to be forfeited.—If the requisition of such notice as aforesaid be not complied with, every or any share or shares in respect of which such notice has been given may at any time thereafter, before payment of calls or instalment, interests, 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.

41. *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.

42. *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.

43. *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 41 hereof, shall be redeemable after sale or disposal.

44. *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.

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

46. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 41 and 45 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.

47. *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 45 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

48. *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.

49. *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.

50. *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.

51. *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.

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

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

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

53. *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.

54. *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.

55. *Power to borrow.*—The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company. The Directors may, for the purpose of securing the repayment of any such sum or sums of moneys so borrowed or raised, create and issue any bonds, mortgages, debentures, mortgage debentures, debenture stocks, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage or issue any debentures they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged, as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declarations 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.

56. *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.

57. *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.

58. *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.

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

60. *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.

61. *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.

62. *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.

63. *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.

64. *Notice of other business to be given.*—With the exceptions mentioned in the forgoing 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.

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

66. *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.

67. *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.

68. *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.

69. *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.

70. *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.

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

72. *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.

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

74. *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.

75. *Number of votes to which Shareholder entitled.*—Every Shareholder present in person or by proxy or attorney shall have one vote for every share held by him.

76. *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.

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

78. *Non-Shareholder not to be appointed proxy.*—No person shall be appointed a proxy or attorney who is not a Shareholder of the Company.

79. *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.

80. *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.

81. *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.

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

G. A. Marinitsch and 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 _____.

83. *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.

84. *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.

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

86. *Their qualification.*—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 hundred Rupees (Rs. 100) 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.

87. *Appointment of first Directors and duration of their office.*—The first Directors shall be Gustave Marinitsch of Vienna, Ernst Carl Johann Friedrich Hunte of Dresden, Clemens Otto Pöhn, Edwin Degen, and Nicodæmus Frisch, all 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.

88. *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, Manager, Departmental Manager, Managing Director or Managing Directors, or General Representative or Agent in Europe or elsewhere abroad 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, Manager, Departmental Manager, Managing Director or Managing Directors, or General Representative or Agent in Europe or elsewhere abroad, 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.

89. *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.

90. *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.

91. *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.

92. *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 93.

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

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

95. *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.

96. *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.

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

98. *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.

99. *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, Manager, Departmental Manager, Secretary, or General Representative or Agent in Europe or elsewhere abroad.
- (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.

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

101. *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 expense 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.

102. *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.

103. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or manager, 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 and about the valuation, purchase, or acquisition of the said business of G. A. Marinitsch & Co., or any other business or businesses or property, and the development thereof, and otherwise in or about the working and business of the Company.

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

105. 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.

106. 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.

107. 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.

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

109. 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.

110. *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.

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

112. *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.

113. *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.

114. *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.

115. *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.

116. *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.

117. *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.

118. *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.

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

120. *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.

121. *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.

122. *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.

123. *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.

124. *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.

125. *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.

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

127. *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.

128. *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.

129. *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.

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

131. *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.

132. *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.

133. *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.

134. *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.

135. *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.

136. *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.

137. *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.

138. *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.

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

140. *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.

141. *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.

142. *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.

143. *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.

144. *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.

145. *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.

146. *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.

147. *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.

148. *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.

149. *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.

150. *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.

151. *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.

152. *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.

153. *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 trust 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 Fourth day of January, 1908.

G. MARINITSCH.

F. HUNTE.

M. HUNTE.

FRANZ DEGEN (by his Attorney F. HUNTE).

MARY ISABELLA DEGEN (by her Attorney F. HUNTE).

C. O. PÖHN.

F. J. DE SARAM.

Witness to the signatures of the above-mentioned G. MARINITSCH, F. HUNTE, M. HUNTE, FRANZ DEGEN, MARY ISABELLA DEGEN, C. O. PÖHN, and F. J. DE SARAM:

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

The "Kongsi" Rubber Company, Limited.

NOTICE is hereby given that the Second Ordinary General Meeting of the Shareholders of the above Company will be held at the Hill Club, Nuwara Eliya, on Saturday, January 18, 1908; at 1.30 P.M. for the following purposes:—

1. To receive the report of the Directors and accounts to October 31, 1907.
2. To elect a Director in the place of Mr. N. W. Davies, who retires from office but is eligible for re-election.
3. To appoint an Auditor.
4. To transact any other business which may be duly brought before the meeting.

N. W. DAVIES,
Secretary.

Kandapola, January 4, 1908.

The Ratwatta Cocoa Company, Ltd.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, No. 14, Queen street, Colombo, on Friday January 24, 1908, at noon.

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

That the following words be added to the Articles of Association of the Company, namely—

"The Company in General Meeting may by special resolution subdivide or consolidate its shares or any of them."

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

The Wanarajah Tea Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of this Company will be held at its registered office, No. 22, Baillie street, Fort, Colombo, on Wednesday, January 29, 1908, at 3 P.M.

Business.

To confirm the following special resolutions passed at an Extraordinary General Meeting of Shareholders held on January 3, 1908, viz.:—

- (a) The nominal capital of the Company having been increased to Rs. 378,000, divided into 756 shares of Rs. 500 each, it is resolved that the existing shares of the Company be subdivided into 18,900 shares of Rs. 20 each, and that the conditions contained in section 5 of the Memorandum of Association of the Company be modified, and shall be as follows:—"The nominal capital of the Company is Rs. 378,000, divided into 18,900 shares of Rs. 20 each. In case the Company shall increase its capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association for the time being of the Company."
- (b) That in lieu of Article 50 of the Company's Articles of Association, the following Article be substituted:—

"That 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 Rs. 5,000, 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 present Directors as to all future Directors."

By order of the Board,
LEWIS BROWN & Co.,
Agents and Secretaries.

Colombo, January 9, 1908.

I CHARLES HENRY GOMES, of "Holmfirth," Kotahena, Colombo, do hereby give notice, that six weeks hence, I shall apply to the Hon. the Chief Justice and other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the District Court of Colombo.

CHAS. H. GOMES.

"Holmfirth,"
Kotahena, January 3, 1908.

UPON order of the District Court of Kalutara in Testamentary case No. 484, dated December 18, 1907, notice is hereby given that at 1 P.M. on January 17, 1908, the under-mentioned lands and premises will be sold by public auction by Mr. L. de Fonseka, at the residence of the administratrix at Walana, together with the lands and premises belonging to the executrix in Testamentary case No. 485, District Court, Kalutara.

Any further information with respect to the said lands and premises could be obtained on application to Mr. B. O. Dias (junior), Proctor, Panadure, or Mr. L. de Fonseka:—

1. The soil with the plantations and tiled house thereon standing, of the extent of about one acre of Delgahawatta, situated at Wekada in Panadure.
2. The boutique room standing on Dombagahawatta at Pattiya and the land belonging thereto.
3. Another $\frac{3}{4}$ share of Dombagahawatta and the plantations and the boutique room.
4. The southern portion of Dombagahawatta with the plantations and buildings thereon standing.
5. The soil with the buildings thereon standing, 15 yards in length and 11 yards in extent, of Mawatawatta, situated in the same village.
6. Two boutique rooms standing on Maelabode-watta and the land belonging thereto.

7. Half of $\frac{6}{40}$ of Kahatagahawatta *alias* Ketalagahawatta at Walana and $\frac{1}{2}$ of the thatched house.

8. Seven-twelfth share of the soil and of the plantations of Badullagahawatta, situated at the same village.

9. Half share of the soil and of the plantations thereon standing and the buildings, excluding the planter's share of the first plantation of contiguous portions of Kahatagahawatta *alias* Gedabugahawatta, at the same village.

L. D. FONSEKA,
Auctioneer.

Panadure, January 8, 1908.

IN terms of section 8 of Ordinance No. 1 of 1907, I, Vairavanathar Sabaratnam of Polikandy, Valvettiturai, Jaffna, do hereby give notice that it is my intention to apply three months hence to the Registrar-General for admission as Notary Public to practise in the District of Jaffna in the Tamil language.

V. SABARATNAM,

Polikandy, Valvettiturai, Jaffna,
December 20, 1907.

IN terms of section 8 of Ordinance No. 1 of 1907, I, Philip Kaitampillai Pedrupillai of Thumpalai, Point Pedro, Jaffna, do hereby give notice that it is my intention to apply three months hence to the Registrar-General for admission as Notary Public to practise in the District of Jaffna in the Tamil language.

P. K. PEDRUPILLAI.

Thumpalai, Point Pedro,
December 20, 1907.

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,

HUGH CLIFFORD,
Colonial Secretary.

Colonial Secretary's Office,
Colombo, December 31, 1907.

BENGAL.—No. 547.

India, West—Bombay (Goa) coast. *Aguada light—*
Illuminating apparatus substituted.

With reference to Notice to Mariners No. 188, dated May 26, 1906, issued by this office, the Bombay Government has given further notice (No. 129 of 1907) that information, dated October 22, 1907, has been received from the Captain of Ports in Portuguese India that from November 11, 1907, the illuminating apparatus of Aguada Light has been substituted by another of greater power, showing groups of three flashes, thus:

Flash, quarter second; eclipse, one and three-quarter seconds; flash, quarter second; eclipse, one and three-quarter seconds; flash, quarter second; eclipse, one and three-quarter seconds. Between every two groups there is an eclipse of five and three-quarter seconds.

Intensity of each flash is 8,100 candle power (Carcel).

The light is visible in clear weather from a distance of 22 miles.

Approximate position:

Latitude 15° 29' 30" N.
Longitude 73° 46' 0" E.

This notice affects the following Admiralty Charts:—Indian Ocean, No. 748b; Karachi to Vengurla, No. 826; Vengurla to Cape Comorin, No. 827; Vizian-drag to Cochin, No. 2,737; Achra River to Cape Ramas, No. 740; Murmagoa and Goa Roadsteads, No. 492; also List of Lights, part VI., 1907, No. 257, and West Coast of Hindoostan Pilot, 1898, page 164.

ST. L. S. WARDEN, Comdr., R.I.M.,

Port Officer of Calcutta.

Calcutta, December 14, 1907.

BENGAL.—No. 548.

Eastern Archipelago—Celebes, East Coast. *Pagimana*
approach—Reef.

The British Admiralty has given notice (No. 1,610 of 1907) of the existence of a reef of small extent, with a depth of about 5 fathoms over it, in the approach to Pagimana road, in a position from which the flagstaff at Pagimana bears S. 33° W., distant 10 $\frac{1}{2}$ cables.

Approximate position: lat. 0° 46' S., long. 122° 39 $\frac{1}{2}$ ' E.

Variation, 2° easterly in 1907.

This notice affects the following Admiralty Chart:—Pagimana road on sheet No. 2,718; also Eastern Archipelago, part II., 1904, page 375.

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

Calcutta, December 14, 1907.

BENGAL.—No. 549.

*Eastern Archipelago—Borneo. Pulo Laut strait.
Intended light-buoy.*

The British Admiralty has given notice (No. 1,611 of 1907) that it is intended to establish a light-buoy painted black, exhibiting a white occulting light, every twenty seconds, thus:—light, ten seconds; eclipse, ten seconds, at the northern end of Pulo Laut strait, to mark the edge of the bank extending from the north point of Pulo Laut.

Approximate position: lat. $3^{\circ} 12' S.$, long. $116^{\circ} 15\frac{3}{4}' E.$

Further notice will be given.

This notice affects the following Admiralty Charts:—Pulo Laut strait on sheet No. 2,662; Makassar strait, south part, No. 2,637; Eastern Archipelago, No. 941b; also Eastern Archipelago, part II., 1904, page 277.

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

Calcutta, December 14, 1907.

BENGAL.—No. 550.

*Pacific Ocean—Philippine islands—Mindanao, North-east Coast—Guntuan passage.**Rasa—Intended light.*

The British Admiralty has given notice (No. 1,616 of 1907) that it is intended to establish a red fixed lantern light on the reef extended southward from an island named Rasa, Guntuan passage, north-eastern coast of Mindanao.

Approximate position: lat. $9^{\circ} 48' N.$, long. $125^{\circ} 34\frac{1}{2}' E.$

Further notice will be given when this light has been established.

This notice affects the following Admiralty Charts:—Sulu or Mindoro sea, No. 2,578; also List of Lights, part VI., 1907, page 113; and Eastern Archipelago, part I., 1902, pages 305, 307.

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

Calcutta, December 14, 1907.

BENGAL.—No. 551.

Pacific Ocean—Philippine islands—Sebu, north-east coast. Malapascua island—Light intended.

The British Admiralty has given notice (No. 1,617 of 1907) that it is intended about November 1, 1907, to establish a white light occulting every ten seconds, thus:—light, seven seconds; eclipse, three seconds, on the north-western point of Malapascua island.

Approximate position of north-west point: lat. $11^{\circ} 21\frac{1}{2}' N.$, long. $124^{\circ} 6\frac{1}{2}' E.$

Further notice will be given when this light has been established.

This notice affects the following Admiralty Charts:—St. Bernardino and Mindoro straits, No. 2,577; Molucca passage to Manila, No. 943; also List of Lights, part VI., 1907, page 117; Eastern Archipelago part I., 1902, page 276.

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

Calcutta, December 14, 1907.

BENGAL.—No. 552.

Pacific Ocean—Philippine islands—Luzon, west coast. Hermana Mayor island light—Character altered.

With reference to Notice to Mariners No. 507, dated November 16, 1907, issued by this office, the British Admiralty has given further notice (No. 1,618 of 1907) that the white fixed light established on Hermana Mayor island has been replaced by a white light occulting every ten seconds, thus:—light, seven seconds; eclipse, three seconds, elevated 157 feet above high water, and visible in clear weather from a distance of 15 miles; the light, which is of the 6th order, is shown from a white framework structure, 29 feet high.

Approximate position: lat. $15^{\circ} 47' 25'' N.$, long. $119^{\circ} 47' 10'' E.$

This notice affects the following Admiralty Charts:—Santa Cruz harbour, No. 3,515; Luzon, No. 2,454; China sea, No. 2,661b; also List of Lights, part VI., 1907, No. 678; China Sea Directory, vol. II., 1906, page 336; Eastern Archipelago, part I., 1902, page 53; and Supplement, 1902.

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

Calcutta, December 14, 1907.

BENGAL.—No. 553.

Pacific Ocean—Philippine islands—Samar, west coast. San Juanico strait—Buoy marking shoal reported.

With reference to Notice to Mariners No. 508, dated November 16, 1907, issued by this office, the British Admiralty has given further notice (No. 1,619 of 1907) that the shoal reported by the Master of the ss. Mindoro in San Juanico strait, in a position from which the south of Kabalanan island bears N. $15^{\circ} E.$, distant about $3\frac{1}{2}$ cables, has been marked by a black can buoy, moored on the western side of the shoal in a depth of 29 feet. Vessels must pass to the westward of this buoy.

Approximate position: lat. $11^{\circ} 19' N.$, long. $124^{\circ} 57\frac{1}{2}' E.$

Variation, 1° easterly in 1907.

This notice affects the following Admiralty Chart:—San Pedro bay to Libukan islands, No. 2,987; also Eastern Archipelago, part I., 1902, page 362.

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

Calcutta, December 14, 1907.

BENGAL.—No. 554.

Korea, East coast—Korean Gulf. Cape Boltin—Rock westward of.

The British Admiralty has given notice (No. 1,620 of 1907) of the existence of a detached rock, with a depth of 6 feet over it, about 3 cables off shore, situated in a position from which Cape Boltin bears S. $54^{\circ} E.$, distant about 6 cables. This rock, which is steep-to, is about 10 yards in extent.

Approximate position on chart No. 1,316: lat. $40^{\circ} 50' N.$, long. $129^{\circ} 43\frac{1}{2}' E.$

Variation; 5° westerly in 1907.

This notice affects the following Admiralty Chart:—Cape Duroch to Linden point, No. 1,316; also Sailing Directions for Japan, Korea, &c., 1904, page 149.

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

Calcutta, December 14, 1907.

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

Vessels.	Date of Clearing.	For what Port.	Plantation Coffee.	Native Coffee.	Tea.	Cacao.	Trunk Cinchona.	Branch Cinchona.	Cinchona Chips.	Cocoanuts.	Copra.	Cocoanut Oil.	Cocoanut Pongac.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Gardamons.	Ebony.	Pinnabago.	Coir Rope.	Coir Junk.	Coir Yarn.	Coir Fibre.	Tapan-wood.	Orchilla.	Kintil Fibre.	Deer Horns.			
COLOMBO.																														
	1907.																													
ss. China	30-12	Trieste			13185	51				6030		11926		6200	36416									120						
ss. Clan Macneil	30-12	London			131055									823*									177							
ss. Jason	31-12	London			609508	136				33125		1088		11200†								306	209					59	5	
1908.																														
ss. Prinz Ludwig	2-1	Bremen			4585	100								33600†			181			405	11		300							
ss. Oruba	2-1	Australia			72121																									
ss. Arcadia	2-1	China			12100																									
ss. Denbigshire	3-1	Hamburg									4000			112†																
ss. Patricia	3-1	London			466539	525				24360							1340			502			1352							
ss. Victoria	4-1	Australia			229795	215																	265							
ss. Princess Alice	4-1	Hamburg									2147	1220	3585	12500†									75	200						
ss. Neidenfels	4-1	New York			412882					25045		1520		30000			2800			4358		165								

† And chips 16,800 lb.

† Chips.

* And chips 462 lb.

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

TO COLOMBO :-

December 29 to 31, 1908.

From	Bags.
Tuticorin	6,063
Cocosada	39,858
Adrampatam	2,997
Total	48,918

January 1 to 4, 1908.

	Bags.
Tuticorin	2,902
Penang	1,500
Kobe	1,200
Singapore	1,100
Total	6,702

TO GALLE :-

	Bags.
From Calcutta	Nil
Southern India	21,479
Total	21,479

H. M. Customs,
Colombo, January 6, 1908.

B. CONSTANTINE,
for Principal Collector.

LOCAL BOARD NOTICES.

NOTICE is hereby given to persons residing within the limits of the Local Board of Jaffna that the Board, acting under the provisions of section 35 of "The Local Boards Ordinances, 1898 and 1901," has resolved that on account of the year 1908 a tax, payable in six days' labour be imposed upon all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water. Such labour may be commuted by a money payment of Re. 1.25 on or before March 31, 1908.

F. H. PRICE,
Chairman.

Local Board Office,
Jaffna, January 6, 1908.

NOTICE is hereby given to persons residing within the limits of the Local Board of Jaffna that the Board, acting under the provisions of section 36

of "The Local Boards Ordinances, 1898 and 1901," has resolved that an annual tax be imposed for the year 1908 on all carriages, jinrickshaws, carts, hackeries, horses, ponies, mules, bullocks, and asses kept or used within the town for which such Board is constituted, and which are not (as respects carts, carriages, and coaches) the carts, carriages other than hackeries, and coaches referred to in section 29 of the Ordinance No. 13 of 1898, at the rates specified in the schedule hereto annexed:—

	Rs. c.
Carriage	2 50
Jinrickshaw .. .	1 50
Cart or hackery ..	1 50
Horse, pony, or mule ..	1 25
Bullock or ass .. .	0 50

F. H. PRICE,
Chairman.

Local Board Office,
Jaffna, January 6, 1908.

ROAD COMMITTEE NOTICES.

Gampola-Dolosbage Road.

NOTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee will be held at Summerset Factory on Saturday, January 25, 1908, at 8 A.M. to consider and report to the Provincial Committee with regard to—

- (1) The acreage of the land belonging to each estate;
- (2) The sections used by each estate;
- (3) The names of the proprietors, resident managers or superintendents, and of the agents of each estate—

for an assessment on the private contribution towards the maintenance of the above road for 1908, and to transact such other business as may come before it.

ROBT. WILSON,
Chairman, Local Committee.

Balangoda-Chetnole Grant-in-aid Road.

WITH reference to the notice dated November 21, 1907, published in the *Government Gazette* Nos. 6,218 and 6,219 of November 29 and December 6, 1907, respectively, notice is hereby given that the

proprietors and managers of the estates interested in the above road having failed to elect a Local Committee in lieu of the one whose term of office expired on April 13, 1907, the Provincial Road Committee have, by resolution dated December 30, 1907, nominated the following gentlemen, under section 17 (1) of the Ordinance No. 14 of 1896, to form the Local Committee to perform the duties imposed upon such Local Committee by the said Ordinance in respect of the said road for the term ending April 13, 1909:—
Messrs. A. M. Maitland, F. W. Bridge, and D. Robertson.

W. A. WEERAKOON,
for Chairman.

Provincial Road Committee's Office,
Ratnapura, January 4, 1908.

NOTICE is hereby given that, under section 35 of Ordinance No. 10 of 1861, an election will be held on Wednesday, January 15, 1908, at 12 noon at the Badulla Kacheheri of a member to represent the Native Community for the District Road Committees of Upper and Lower Uva.

G. F. ROBERTS,
for Chairman, Provincial Road Committee, Uva.

Provincial Road Committee,
Badulla, January 6, 1908