



# Ceylon Government Gazette

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PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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

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### UNOFFICIAL ANNOUNCEMENTS.

#### MEMORANDUM OF ASSOCIATION OF THE CEYLON COCONUT OIL AND DESICCATING COMPANY, LIMITED.

1. The name of the Company is "THE CEYLON COCONUT OIL AND DESICCATING COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase from the proprietors thereof the Hunupitiya Desiccating Mills and land adjoining the mills, situate at Negombo, in the Island of Ceylon.
  - (b) To carry on the business of manufacturers, millers, desiccators, growers, planters, and exporters of desiccated coconuts or of other nuts and of copra, coconut oil, or other vegetable or mineral oils, fibres, paddy, rice, tea, coffee, cacao, or other products of the soil, and artificial and other manures, animal or vegetable, and to obtain, prepare, and manufacture rubber from trees, palms, shrubs, creepers or any other vegetable growth or from any other substance capable of yielding rubber, or to make substitutes for rubber by chemical or other processes, and to dig, mine, or quarry for and deal in ores, metals, minerals, precious and other stones.
  - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any sights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, bridges, or other works or methods of communication.

- (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of any such.
- (e) To acquire by exchange, purchase or otherwise, to sell, transport, and trade in coconuts and any other nuts, copra, oil, latex, rubber (raw or manufactured), paddy, rice, tea, cacao, coffee, and any other produce of the soil whether fruits, roots, or leaf, or in the form of latex, sap or juice, minerals, metals, ores, plumbago, petroleum, cabook, stone or other materials or things of any kind, and raw or manufactured products, and natural and artificial manures, vegetable or mineral.
- (f) To prepare, cure, manufacture, treat, and make marketable and ready for sale, to sell, ship, and dispose of in any manner all such things as are mentioned in paragraphs (b) and (e) *aforewritten*.
- (g) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, with coconuts or any other nut-bearing palms or trees, or any other products, trees, plants or crops that may be approved by the Company, and to plant, grow, and produce coconuts, tea, rubber, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere, and to mine, dig for and win from the soil ore, metals, minerals, petroleum, plumbago, and precious and other stones.
- (h) To build, equip, maintain, improve, alter, and carry on and work factories, mills, machinery, and other buildings, accessories and fittings, roads, railways, tramways, bridges, canals, locks, and any other works of a like or different kind, necessary, useful, or beneficial in carrying on the business of the Company.
- (i) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
- (j) To hire, lease, or purchase land either with any other person or company, or otherwise, and to erect factories and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
- (k) To lease any factory or other buildings from any company or person.
- (l) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (j) or (k), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (m) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of desiccated nuts, copra, oil, fibres, paddy, rice, manures, and other products, or any such business as provided for in paragraph (b) *aforewritten* on behalf of the Company, or as agents for others and on commission or otherwise.
- (n) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (o) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of all articles traded in or dealt with by the Company, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (p) To make, instal, and work dynamo and other machinery for the purpose of generating electricity, and to carry on the business of electricians, and to make and enter into contracts with every person or persons, company or body, for the supply of electricity and electric power.
- To carry on the business of electricians, mechanical engineers and manufactures, workers, and dealers in electricity, motive power and light, and any business in which the application of electricity or any like power, or any power that can be used as a substitute therefor, is or may be useful, convenient, or ornamental, or any other business of a like nature.
- To manufacture and produce and either as principals or agents, trade and deal in any articles belonging to any such business, and all apparatus, appliances, and things used in connection therewith or with any inventions, patents, or privileges, for the time being belonging to the Company.
- To produce and accumulate electricity and electro-motive force or other similar agency, and to supply the same for the production, transmission, or use of any lighting, heating, motive or other power, as may be thought advisable. To light streets, public places, public or private buildings, factories, mines, ships, lighthouses, railways, tramways, and other places or things by means of electricity, or to enable the same so to be lighted.
- To let out on hire all or any of the property of the Company (whether real or personal) including every description of apparatus or appliances of the Company. To carry on the business of suppliers of light, heat, and power, and carriers of passengers and goods. To acquire the right to use or manufacture, and put up telephones, telegraphs, phonographs, dynamos, accumulators, lamps, and all apparatus now known, or that may hereafter be invented, connected with the generation, accumulation, distribution, supply, and employment of electricity or any power that can be used as a substitute therefor, including all cables, wires, or appliances for connecting apparatus at a distance with other apparatus, and including the formation of exchanges or centres.

- (q) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (r) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (s) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (t) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company, or affecting its property or rights or any of the terms thereof, to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (u) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (v) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in, or hereafter to be established, for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for, or otherwise acquire for, the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (w) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (x) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (y) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (z) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (z 1) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z 2) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 3) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 4) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partially paid up for such purpose.
- (z 5) To accept consideration for any lands, and real and personal, immovable and movable estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, and generally to accept any consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or in the mortgages, debentures, or obligations of any company or person, or partly in one of these modes and partly in another, or in any other kind or mode whatsoever.
- (z 6) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 7) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "persons" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

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

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

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
C. M. B. WILKINS, Negombo .. .. .	One
L. M. W. WILKINS, Negombo .. .. .	One
R. H. WILLIAMS, Colombo .. .. .	One
G. B. DODWELL (by his attorney R. H. WILLIAMS), Colombo .. .. .	One
H. CREASY, Colombo .. .. .	One

Witness to these five first signatures at Colombo,  
this 31st day of December, 1909:

V. A. JULIUS,  
Proctor, Supreme Court.

M. LAYTON, Colombo .. .. .	One
H. C. PLOWMAN, Colombo .. .. .	One

Witness to the signatures of M. LAYTON and H. C.  
PLOWMAN. this 31st December, 1909:

A. R. NELSON,  
Colpetty, Colombo.

## ARTICLES OF ASSOCIATION OF THE CEYLON COCONUT OIL AND DESICCATING COMPANY, LIMITED.

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

*Power to alter articles.*—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 or comprised in these Articles or not.

### INTERPRETATION CLAUSE.

1. *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 :—

The word “Company” means “The Ceylon Coconut Oil and Desiccating Company, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

“Shareholder” means every person who has accepted any share or who has accepted part of a share jointly with another or others whose name is entered on the register of Shareholders as owner or joint-owner of such share.

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

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

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

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

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

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

“Month” means a calendar month.

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

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

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

“Holder” means a Shareholder.

### BUSINESS.

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

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

### CAPITAL.

4. *Capital and shares.*—The original capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand shares of One hundred Rupees (Rs. 100) each.

5. *Power to increase capital.*—The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share, and in the aggregate and with such special, preferential, deferred, qualified or other rights, privileges, or conditions attached thereto as such resolution shall direct; and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

6. *Increased capital to rank 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 same provisions in all respects with reference to the payments of allotment money, calls and instalments, transfer, transmission, forfeiture, lien, surrender, and otherwise, as if it had formed part of the original capital.

7. *Power to reduce capital and divide shares.*—The Directors may in like manner, and with like sanction, reduce the capital or subdivide or consolidate the shares of the Company.

### SHARES.

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

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

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

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

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

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

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

14. *Shares to more than one person.*—Shares may be registered in the name of two or more persons not in partnership.

15. *Receipts of joint holders. Voting by same.*—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.

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

17. *Trust not recognized.*—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.

18. *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.

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

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

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

#### CALLS.

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

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

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

25. *Extension of time for payment of calls.*—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.

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

#### TRANSFER OF SHARES.

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

28. *Transfer to infants and insane persons.*—No transfer of shares shall be made to an infant or person of unsound mind.

29. *Register of shares.*—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.

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

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

32. *Meetings of Directors not required to register.*—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.

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

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

#### TRANSMISSION OF SHARES.

35. *Transmission on death.*—The executors or administrators or the heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to the shares of such Shareholder.

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

38. *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.

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

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

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

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

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

*Annulment of forfeiture.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 41 hereof, shall be redeemable after sale or disposal.

44. *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 which the Directors shall have resolved to make, although the times appointed for the payment thereof shall not have arrived; and where any share is held by more persons than one, the Company shall be entitled to the said charge or lien in respect of any money due to the Company from any of such persons. And the Directors may decline to register any transfer of shares subject to such charge or lien.

45. *Lien how enforced.*—Such charge or lien may be enforced 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 sale of forfeited shares.*—The nett proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

47. *Certificate of forfeiture.*—A certificate in writing under the hands of one of the Directors and of the Secretary 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 of shares sold.*—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 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. *Consent of Shareholders to issue of preference 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. *Meetings of Shareholders to give consent.*—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.



## BORROWING POWERS.

52. *Borrowing powers of Directors.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Twenty thousand Rupees (Rs. 20,000).

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

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

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

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

## GENERAL MEETINGS.

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

58. *Subsequent 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 so prescribed, then at such place and at such time as soon after the first day in each year as may be determined by the Directors.

59. *Ordinary and Extraordinary 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.

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

61. *How to be called.*—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.

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

63. *How given.*—Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

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

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

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

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

68. *Procedure where no quorum present.*—If at the expiration of half an hour from the time appointed for the meeting the required number of Shareholders shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present, those Shareholders who are present shall be a quorum, and may transact the business for which the meeting was called.

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

70. *No business to be transacted in absence of Chairman.*—No business shall be discussed at any General Meeting, except the election of a Chairman whilst the Chair is vacant.

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

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

#### VOTING AT MEETINGS.

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

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

75. *Effect of demanding a poll.*—The demand of a poll shall not prevent the continuance of a meeting for the transaction of business other than the question on which a poll has been demanded.

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

77. *Method of voting at meetings and by poll.*—On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him.

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

79. *Votes by proxy.*—Votes may be given either personally or by proxy or by attorney.

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

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

82. *Proxy when to be Shareholder.*—No person shall be entitled to hold a proxy who is not a Shareholder in or the Liquidator of the Company, but this rule does not apply to an attorney.

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

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

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

(The Ceylon Coconut Oil and Desiccating Company, Limited.)

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

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

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

86. *Personal interest of voter no bar.*—No Shareholder shall be prevented from voting by reason of being personally interested in the result of the voting.

## DIRECTORS.

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

*Qualification of.*—The qualification of a Director shall be his holding in his own right at least ten fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

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

88. *First Directors.*—The first Directors shall be Charles Moorsom Burnyatt Wilkins, Lewis Morris Wallace Wilkins, and Richard Hartley Williams—or the Manager for the time being of the firm of Dodwell and Company in Colombo, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all, except the said Charles Moorsom Burnyatt Wilkins, retire, but shall be eligible for re-election.

*C. M. B. Wilkins, Permanent Director.*—And the said Charles Moorsom Burnyatt Wilkins shall be Managing Director of the Company, and shall so continue as long as he holds not less than 750 shares in the Company, and shall be paid a sum of Rs. 400 per month while he is such Managing Director, in addition to any fees he may be entitled to as a Director of the Company.

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

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

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

## ROTATION OF DIRECTORS.

90. *Rotation of Directors.*—At the first Ordinary General Meeting of the Company all the Directors, with the exception of Charles Moorsam Burnyatt Wilkins, shall retire from office, and at the first Ordinary General Meeting in every subsequent year one of the Directors, other than the said Charles Moorsom Burnyatt Wilkins, for the time being, shall retire from office as provided in clause 91.

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

92. *How question of retirement to be settled.*—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.

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

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

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

96. *Powers of General Meeting as to.*—A General Meeting may from time to time at any time increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

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

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

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

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

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

#### DISQUALIFICATION OF DIRECTORS.

102. *Office of Director when vacated.*—The office of the Director shall be vacated—

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

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

#### POWERS OF DIRECTORS.

103. *Powers of Directors.*—The Directors shall have power to carry into effect the acquisition of the Hunupitiya Desiccating Mills and adjoining land, and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

104. *Business of Company how to be carried on. Dodwell and Company Secretaries for ten years.*—The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine; provided however that the firm of Dodwell and Company shall be the Agents and Secretaries of the Company for a period of ten years from the incorporation of the Company if they continue to carry on business in Ceylon for that period, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

105. *Powers of Directors as to management. L. M. W. Wilkins, Manager at Mills, for five years.*—The Directors shall have power to make such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, artizans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing. Provided, however, that Lewis Morris Wallace Wilkins shall be and continue Superintendent or manager of the Hunupitiya Mills for five years from the date of the incorporation of the Company, and thereafter until the expiry of six months' written notice [cancelling such appointment, and during the time he is such Superintendent or Manager shall be paid Rs. 400 per month in addition to any fees he may receive as a Director of the Company.

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

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

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

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

109. *Seal how to be affixed.*—The seal of the Company shall not be affixed to any instrument (save as hereinafter provided) except in the presence of two or more Directors who shall attest the sealing thereof; Provided however that the seal of the Company may be affixed to the following instruments in the presence of one Director and the Secretary or Secretaries of the Company who shall attest the sealing thereof. Such attestation on the part of Secretaries (in the event of a firm becoming Secretaries) being signified by a Partner or the Manager of the firm signing for and on behalf of said firm as such Secretaries.

#### Instruments above referred to.

Annual list of Shareholders.

Share Certificates issued in lieu of Certificates surrendered.

Proxy to vote for the Company for any purposes.

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

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

- (a) *To take actions.*—To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) *To refer to arbitration.*—To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the award.
- (c) *To give receipts.*—To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) *To prove claims in bankruptcy.*—To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) *To invest money.*—To invest any of the moneys of the Company, which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (f) *To delegate powers.*—To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions, as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.
- (g) *To make a reserve fund.*—Before recommending any dividend, to set aside out of the profits of the Company, such sums as they think proper as a reserve fund to meet contingencies or for special dividends or for equalizing dividends or for repairing, improving, and maintaining any of the property of the Company and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the Company and that without being bound to keep the same separate from their other assets.

#### PROCEEDINGS OF DIRECTORS.

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

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

114. *Chairman how elected.*—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.

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

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

117. *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 are not superseded by the express terms of the appointment of such committee respectively, or any regulation imposed by the Board.

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

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

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

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

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

#### ACCOUNTS.

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

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

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

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

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

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

128. *Notice of balance sheet.*—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.

129. *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.

#### AUDIT.

130. *Who may be 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.

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

132. *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.

133. *Auditors may be re-elected.*—Retiring Auditors shall be eligible for re-election.

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

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

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

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

141. *Interest on unpaid dividend or bonus.*—No unpaid dividend or bonus shall ever bear interest against the Company.

142. *Debtors to Company not entitled to dividend or bonus.*—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.

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

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

145. *How paid to firms.*—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.

146. *To joint-holders.*—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.

147. *Power of General Meetings as to payment of.*—Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company or of any other company or in any one or more of such ways, and the Directors shall give effect to such direction; and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors. Where requisite a proper contract shall be filed, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

#### NOTICES.

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

149. *Shareholder's 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.

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

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

152. *How served.*—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.

153. *On Foreign Shareholders.*—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.

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

#### ARBITRATION.

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

#### EVIDENCE.

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

#### PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this 31st day of December, 1909:—

C. M. B. WILKINS.

L. M. W. WILKINS.

R. H. WILLIAMS.

G. B. DODWELL (by his Attorney R. H. WILLIAMS).

H. CREASY.

Witness to the above signatures:

V. A. JULIUS, Proctor, Supreme Court.

M. LAYTON.

H. C. PLOWMAN.

Witness to the above signatures:

A. R. NELSON, Colpetty, Colombo.

#### MEMORANDUM OF ASSOCIATION OF VON POSSNER, LIMITED.

1. The name of the Company is "VON POSSNER, LIMITED."
2. The registered office of the Company is to be established at Colombo.
3. The objects for which the Company is established are—
  - (a) To purchase and acquire the business now carried on by Mrs. Magdalene Von Possner at Colombo under the name, style, and firm of the Colombo Aerated and Mineral Water Manufactory, together with the goodwill of such business and the whole or any part of the real and personal, movable and immovable, property and rights held and enjoyed in connection with the said Colombo Aerated and Mineral Water Manufactory, and also all leases, agreements, and engagements held by or for the said Magdalene Von Possner in connection with the said business, and all debts due to her in connection therewith, and to undertake all or any of the burdens and obligations of the said business.
  - (b) To carry on in the Island of Ceylon or elsewhere the business carried on by the said Magdalene Von Possner as the Colombo Aerated and Mineral Water Manufactory.
  - (c) To carry on in the Island of Ceylon or elsewhere the business of ice and mineral and aerated water manufacturers and dealers, merchants, dealers in frozen meat and fish, butter, vegetables, or other provisions of goods, provision dealers, storekeepers, and wine and spirit merchants; and also to import, buy, sell, retail, store, manufacture, and deal in meat, fish, provisions, oilmanstores, general goods, wines, spirits, and any other goods and articles which the Company may consider desirable to import or deal in, and to enlarge and extend the business of the Company when and as the Directors of the Company may see fit, and to add to it any other departments which the Directors may consider desirable.
  - (d) To purchase, acquire, enlarge, extend, and carry on any other business or concern, manufacturing, shipping or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above; or calculated directly or indirectly to enhance the value or render profitable any of the property or rights of the Company.



- (e) To purchase, take on lease or in exchange, hire, or otherwise acquire, any real or personal property and any rights or privileges which the Company may think necessary or convenient 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, and in particular any lands, buildings, easements, concessions, patents, patent rights, or rights of an analogous character, whether British or foreign licenses, secret processes, trade marks, copyrights, engines, machinery, tramways, railways, docks, ships, boats, barges, refrigerators, refrigerating depots, rolling stock, plant, implements, tools, and stock in trade.
- (f) To amalgamate, unite, or co-operate, either generally or to or for any limited extent or period, determinable, contiguous, or otherwise with any corporation, company, person, or persons, already or hereafter to be established for or engaged in objects which are or shall be within the scope of or connected with any of the objects of this Company, and to purchase or acquire the business or any interest in the business or in any branch of the business carried on by any such corporation, company, person, or persons, and for any such purpose to make and enter into any contracts, agreements, or arrangements, and to undertake any liabilities.
- (g) To procure the company to be registered, domiciled, or recognized in any foreign country, colony, or place, and to establish in Ceylon or elsewhere branch establishments and (or) agencies for carrying on or developing the business or the Company or any part thereof.
- (h) To take or otherwise acquire and hold or sell and dispose of stocks, shares, or debentures in any other company having objects within the scope of or similar or analogous to any objects of this Company.
- (i) To alter, adopt, and improve as their business may seem to the Company to require any buildings leased, rented, or acquired by them.
- (j) To acquire, purchase, or take on lease any lands or buildings or both in the Island of Ceylon or elsewhere, and to erect and construct on such lands such buildings as the Company may think fit.
- (k) To sell or lease any lands, buildings, hereditaments, property, or rights belonging to the Company, or to mortgage the same, and to sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company either formed to acquire the same or having objects altogether or in part similar to those of this Company.
- (l) To raise money for all or any of the purposes of the Company in such manner as the Company may think fit, and in particular upon mortgage of any property of the Company or by the issue of debentures, or debenture stock, charging all or any of the Company's property, both present and future, including uncalled capital, or upon the bonds, bills, notes, or other security of the Company.
- (m) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (n) To sell, exchange, improve, manage, develop, lease, underlease, mortgage, dispose of, or otherwise deal with all or any of the property of the Company.
- (o) To pay for any property or business or services rendered to the Company in shares (to be treated as either wholly or partly paid up) or debentures or debenture stock of the Company or in money or partly in shares or debentures or debenture stock and partly in money.
- (p) To promote any other company for the purpose of acquiring all or any of the property, rights, or liabilities of the Company or advancing, directly or indirectly, the objects or interests thereof, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such companies.
- (q) To invest, lend, or otherwise deal with the moneys of the Company not immediately required upon such security, and in such manner as may from time to time be determined.
- (r) To do any of the foregoing things in Ceylon or elsewhere, and generally to carry on any business or effectuate any object of the Company.
- (s) To do all such other things as are incidental, or conducive, to the attainment of the above objects or any of them, or which may be conveniently carried on or done in connection therewith or which may be calculated, directly or indirectly, to enhance the value of or render profitable any business or property of the Company.

4. The liability of the shareholders is limited.

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

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
R. GORDON, "Rowallan," Colombo .. .. .	One
JOHN HAGENBECK, Colpetty, Colombo .. .. .	One
H. WAGNER, Colpetty, Colombo .. .. .	One
O. T. MACDERMOTT, De Saram place, Colombo .. .. .	One
E. MAESSEN, Braybrooke place, Colombo .. .. .	One
ARTHUR ALVIS, Newlands, Colombo .. .. .	One
J. C. BARTON, "Renmure," Alfred place, Colombo .. .. .	One

Witness to the above signatures, this 18th day of January, 1910:

PERCIVAL LA'BROOY,  
Proctor, Supreme Court.

## ARTICLES OF ASSOCIATION OF VON POSSNER, LIMITED.

It is agreed as follows :—

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

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

## INTERPRETATION.

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

*Company*.—The word "Company" means "Von Possner, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

*These presents*.—"These presents" means and includes the Memorandum of Association 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.

*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*.

## PRELIMINARY.

*Preliminary*.—The Company shall forthwith purchase and acquire from Mrs. Magdalene Von Possner, carrying on business under the name and style of "The Colombo Aerated and Mineral Water Manufactory," all the machinery, plant, and business of the said Colombo Aerated and Mineral Water Manufactory and the goodwill thereof, and an assignment of the lease of the premises in which her place of business stands created by Indenture of Lease No. 3,001 dated the 17th day of July, 1902, and attested by Arthur William Alvis of Colombo, Notary Public, for the residue of the unexpired period thereof, and of the buildings erected on the said land—and all carts, bullocks, office furniture for Rs. 105,000, the stock in trade at the cost price thereof, and the book debts at the value or amounts appearing in her books on 31st December, 1909, and the total amount to be so paid shall be paid partly in cash and the balance by the issue of fully paid up shares in the Company to the vendor or her nominees.

## BUSINESS.

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

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

## CAPITAL.

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

7. *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.

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

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

10. *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.

11. *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.

12. *Reduction of capital.*—The Company may from time to time, in General Meeting, reduce its Capital, and may consolidate or subdivide any of its shares which have not been taken or agreed to be taken by any person. Paid up capital may be returned upon the footing that the amount may be called up again or otherwise.

#### SHARES.

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

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

15. *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.

16. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 32.*—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, excepting 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 32 to become a Shareholder in respect of any share.

17. *Certificates.*—The certificates of shares shall be issued under the seal of the Company, and signed by two Directors and the Secretary, or in such other manner as the Directors shall prescribe.

18. *How issued.*—Every Shareholder shall be entitled to one certificate for all the shares or to several certificates, each for a part of such shares. Every certificate shall specify the number of the shares in respect of which it is issued, the class, and the amount paid up thereon or credited thereto.

19. *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 fresh 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.

20. *Fee for same.*—Such sum (if any) not exceeding fifty cents, as the Directors may determine, shall be paid to the Company for every certificate so issued in place of a certificate lost or destroyed.

21. *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.

22. *Transfer of shares.*—Subject to the restrictions of these Articles, any shareholder may transfer all or any of his shares. The instrument of transfer of any share shall be in writing signed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect thereof.

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

24. *Form of transfer.*—Shares when transferable may be transferred by any usual common form of instrument of transfer.

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

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

27. *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.

28. *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 or his right to transfer his shares, and a fee of Rupees Two and cents Fifty (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 26 and 27 and 29, shall register the transferee as a Shareholder, and retain the instrument of transfer.

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

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

31. *When transfer books may be closed.*—The transfer books may 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 next days ensuing the meeting.

#### TRANSMISSION OF SHARES.

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

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

34. *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 33 shall not, from any cause whatever, within twelve calendar months after the event of the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the net proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

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

#### SHARES (SURRENDER AND FORFEITURE).

36. *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.

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

38. *Terms of notice.*—The notice shall name a day (not being less than one month from the date of the notice), 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.

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

40. *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 nine 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, 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.

44. *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 or all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than nine per cent. on the amount of the sum 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.

45. *Lien of 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 or such persons, and such lien shall extend to all dividends declared on such shares. And the Directors may decline to register any transfer of shares subject to such charge or lien.

46. *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.

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

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

49. *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.

#### CALLS.

50. *Directors may make calls.*—The Directors may from time to time make such calls as they think fit upon the holders of registered shares in respect of all 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 place 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. If any Shareholder fail to pay any call due from him on the day appointed for payment thereof, he shall be liable to pay interest for the same at the rate of nine per cent. per annum from the day appointed for the payment thereof to the time of actual payment. Any such call may be made payable either in one sum or two or more instalments.

51. *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.

52. *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 calls 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. *Liabilities of joint-holders.*—Joint-holders of a share should be severally as well as jointly liable for all instalments and calls in respect thereof.

54. *Payments in anticipation of calls.*—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; and upon the moneys so paid in advance, or upon so much thereof from time to time and at any time thereafter as exceeds the amount of the calls then made upon, and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest at such rate as the Shareholder and the Directors may agree upon, not exceeding however six per cent. per annum.

#### BORROWING POWERS.

55. *Power to borrow.*—The Directors may from time to time, at their discretion, borrow or raise from Directors or other persons any sum or sums of money for the purposes of the Company, provided that the moneys so borrowed, or raised, and owing at any one time, shall not without the sanction of a General Meeting exceed Rupees Ten thousand (Rs. 10,000); only with the sanction of a General Meeting the Board shall be entitled to borrow such further sum or sums and at such rate of interest as such meeting shall determine. A certificate under the hands of one Director and the Secretary or two Directors to the effect that in taking any loan the Directors are not exceeding their borrowing powers shall be sufficient and binding on the Company and all concerned.

56. *Security of repayment.*—For the purposes of securing the repayment of any such moneys so borrowed or raised or for any other purpose, the Directors may create and issue any mortgages, debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights of the Company, both present and future, including uncalled capital or unpaid calls or by giving, accepting, or endorsing on behalf of the Company all promissory notes or bills of exchange. Any such securities may be issued either at par or at a premium or discount, and may from time to time be varied or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise.

57. *Assignment of security.*—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 Company and the person to whom the same may have been issued.

#### GENERAL MEETINGS.

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

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

60. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in clauses 58 and 59 shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

61. *Extraordinary General Meeting.*—The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and shall do so upon a requisition being made in writing by one or more Shareholders holding in the aggregate not less than one-fourth of the issued capital.

62. *Requisition to state object of Meeting; if Director fail to call meeting 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, shall be signed by the Shareholders making the same, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition the requisitionists may themselves convene an Extraordinary General Meeting to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

63. *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, day, hour of meeting, and save as hereinafter provided the objects and business of the meeting, shall be given to the share-holders entitled to be present at such meeting in manner hereinafter mentioned; but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

#### PROCEEDINGS AT GENERAL MEETINGS.

64. *Business 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.

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

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

67. *If quorum not present.*—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.

68. *Chairman of General Meeting.*—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 the fifteen minutes after the time appointed for holding such meeting, or if he shall refuse to take the chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be a Chairman.

69. *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.

70. *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.

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

#### VOTING AT MEETINGS.

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

73. *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.

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

75. *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.

76. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder shall have one vote only. In case of a poll every Shareholder shall have one vote for every share up to ten, and an additional vote for every five shares beyond the first ten up to one hundred, and an additional vote for every ten shares beyond the first hundred up to four hundred, beyond which shares will not carry votes.

77. *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.

78. *Voting in person or by proxy.*—Votes may be given either personally or by proxy. The instrument appointing a proxy shall be in print, typed, or in writing, and shall be under the hand of the appointor, or if such appointor is a corporation under its common seal. Except that a corporation being a Shareholder may appoint as proxy a member or officer of its own, no person shall be appointed a proxy who is not a member of the Company and qualified to vote. Any Shareholder residing in foreign parts may deposit in the office of the Company an instrument of proxy (properly stamped for this purpose) valid for all meetings whatever during such absence and until revocation.

79. *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 for holding the meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, except that it may be used on the adjournment of the meeting for which it was originally intended to be given and except that any member absent abroad may deposit an instrument of proxy in the office as provided by clause 77.

80. *Validity of vote in event of death of principal.*—A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the appointment unless notice in writing of the death or revocation shall have been received at the office of the Company twenty-four hours at least before the meeting.

81. *Member in arrear not to vote.*—No Shareholder shall be entitled to be present or vote at any question, either personally or by proxy, or as proxy for another Shareholder, except only as a proxy for a corporation of which he is a member or officer, at any General Meeting, or upon a poll, or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any shares of such Shareholder.

82. *Form of proxy.*—Any instrument appointing a proxy shall be as nearly as circumstances will admit in the following form:—

*Von Possner, 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 \_\_\_\_\_.  
Signed in the presence of \_\_\_\_\_,

83. *Objection to validity of vote.*—No objection shall be made to the validity of any vote, whether given personally or by proxy, except at the meeting or poll at which such vote shall be tendered, and every vote (whether given personally or by proxy) 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.

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

PREFERENCE SHARES AND MEETINGS OF CLASSES OF SHAREHOLDERS.

86. *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 guarantee or any such right of preference, whether in respect of dividend or of repayment of capital, or both, or any such other privilege or advantage over any shares previously issued, or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared with any shares previously issued, or then about to be issued, or subject to any such conditions or provisions, and with any such right of voting, and generally on such terms as the Company may from time to time determine in General Meeting.

87. *Resolutions affecting a particular class of shares.*—If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes, then the holders of any class of shares may, by an extraordinary resolution passed at a meeting of such holders, consent, on behalf of all the holders of shares of that class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time, or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting 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 resolution could have been effected without it.

88. *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 five Members personally present and entitled to vote at the meeting.

## DIRECTORS.

89. *Number of Directors.*—Unless otherwise determined by a General Meeting, the number of Directors shall never be less than four nor more than eight.

90. *Their qualification and remuneration.*—The qualification of a Director shall be his holding in his own right at least fifteen shares. A first Director may act before acquiring his qualification, but shall in any case acquire the same within one month from his appointment. As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Rupees Two Thousand (Rs. 2,000) annually to be divided between them in such manner as they determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Director of the Company.

91. *Appointment of first Directors and duration of their office.*—The first Directors shall be Hermann Wagner, Eugen Maessen, O. T. MacDermott, and Magdalene Von Possner, all of Colombo, who shall hold office till the first Ordinary Meeting, when they shall all retire but shall be eligible for re-election.

92. *Managing Director and remuneration.*—Mrs. Magdalene Von Possner shall be Managing Director of the Company for such time and on such terms as may be fixed by agreement with her, and the Directors may devolve on her all or any duties and powers as might be devolved on any Manager of the Company. In the event of her death or resignation during the period so fixed the Directors may appoint another or other Managing Director or Managing Directors, and the Directors may devolve on the Managing Director or Managing Directors all or any duties and powers that might be devolved 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.

93. *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.

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

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

96. *Two to retire annually.*—At the second Ordinary General Meeting, and at the Ordinary General Meeting, every subsequent year two of the Directors for the time being shall retire from office as provided in clause 97.

97. *Retiring Directors how determined.*—The Directors to retire from office at the second and third Ordinary General Meeting shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office, but a Managing Director shall not, while he holds such office, be subject to retire by rotation.

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

99. *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.

100. *Number of Directors how increased or reduced.*—The Company in General Meeting may from time to time increase or reduce the number of Directors and alter their qualification may also determine to what rotation such increased or reduced number is to go out of office.

101. *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.

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

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

- (a) If he accepts or holds any office or place of profit (other than Managing Director or Secretary) under the Company.
- (b) If he becomes bankrupt or insolvent; or suspends payment, or files a petition for the liquidation of his affairs, 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 by notice in writing to the Company he resigns his office.

104. *Director interested in a contract.*—No Director shall be disqualified by his office from contracting with the Company, either as vendor, purchaser, or otherwise; nor shall any such contract or arrangement entered into, by, or on behalf of the Company with any Company or partnership of or in which any Director shall be a member or otherwise interested be avoided; nor shall any Director so contracting or being such a member or so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established; but no Director shall vote in respect of any such contract or arrangement; and the nature of his interest where it does not appear on the face of the contract shall be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest.

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



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

107. *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.

108. *Powers of Directors.*—The business of the Company shall be managed by the Directors either by themselves or through the Managing Director, or by an agent or agents, secretary or secretaries of the Company in such manner as the Directors shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses as well preliminary as otherwise paid or incurred in and about the formation and registration of the Company and in connection with the placing of the shares of the Company.

109. 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, and appoint all agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans and workers, and generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting subject nevertheless to the provisions of any such Ordinance, and of these presents, and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting, but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

The generality or 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.

110. The Directors shall have power to make, and may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, officers, clerks, and 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, clerks, or servants, for such reasons as they may think proper and advisable and without assigning any cause.

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

112. The Directors shall also have power to appoint an agent or secretary; or agents or secretaries, and to enter into agreements in connection therewith, also to appoint a proctor or proctors, attorney or attorneys, and whatever other officers they may consider necessary to assist in carrying on the business of the Company, and from time to time to revoke such appointments. They shall from time to time determine as they shall see fit the duties of the agent or secretary, or agents or secretaries, and of the Managing Director and other officers, and may delegate to him or them all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained, and they shall have power to fix the remuneration of such agent or secretary, or agents or secretaries, and Managing Directors or other officers. 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 the conditions under which they may be so used, and such limitations and conditions shall be an essential part of the powers so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers. The Directors shall also have the power to bring or defend any action, suit, prosecution, or other legal proceedings in the name of the Company.

113. 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 individual, or individuals, or for the sale or disposal of the business, estates, and effects of the Company or any part thereof, respectively, to any company or person, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary 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 thereupon be dissolved.

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

#### PROCEEDING OF DIRECTORS.

115. *Meetings 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.

116. *A Director may summon meetings of Directors.*—A Director may, and the Secretary at the request of any Director shall, at any time summon a meeting of Directors.

117. *Who is to preside at meetings of Board.*—The Board may elect a Chairman and Deputy Chairman of their meetings, and determine the period for which they are to hold office, and all meetings of the Directors shall be presided over by the Chairman, if one has been elected and is present, or in his absence by the Deputy Chairman, but if the offices of Chairman and Deputy Chairman be vacant, or if at any meeting of Directors the Chairman and Deputy 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.

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

119. *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 may 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.

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

121. *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 regulations imposed by the Board.

122. *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.

123. *Minutes.*—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 proceedings of all General Meetings.
- (d) Of the proceedings of all meetings of the Directors and of the committees appointed by the Board.

124. *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 the Chairman of any such 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 of occurrences of the proceedings and other matters purporting to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman.

125. *When the business of the Company shall commence.*—The Directors shall be at liberty to carry on the business of the Company as soon as they shall think fit, notwithstanding the whole capital may not have been subscribed for or taken.

#### COMMON SEAL.

126. *Common Seal.*—The Directors shall provide a common seal of the Company, and shall provide for the safe custody thereof, and it shall never be used except by the authority of the Directors previously given and in the presence of two Directors at the least, who shall sign every instrument, to which the seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Directors.

#### ACCOUNTS.

127. *Accounts.*—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 engagement, 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 shall think fit.

128. *Inspection of accounts.*—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 opened 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 statutes, or authorized by the Directors, or by a resolution of the Company in General Meeting.

129. *Balance sheet.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure, and a balance sheet containing a summary of the property and liabilities of the Company, made up to the end of the previous year.

130. *Report to accompanying statement.*—Every such statement shall be accompanied by a report of the Directors 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.

131. *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.

132. *Declaration of dividend.*—The Company may in General Meeting from time to time declare a dividend to be paid to the Shareholders in proportion to their shares, but no dividend shall be payable except out of the nett profits. No larger dividend shall be declared than is recommended by the Directors. The Company in General Meeting may, however, declare a smaller dividend.

133. *Interim dividend.*—The Directors may, if they think fit, determine on and declare an interim dividend to be paid to the Shareholders on account and in anticipation of the dividend on the then current year.

134. *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 may think proper as 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.

135. *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.

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

137. *No Shareholder to receive dividend while debt due to Company.*—No Shareholder shall be entitled to receive payment of any dividend 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.

138. *Directors may deduct debt from the dividends.*—The Directors may deduct from the dividend 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.

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

140. *Loss of dividend warrant.*—The Company shall not be responsible for the loss of any cheque, dividend warrant, or post office order which shall be sent by post in respect of dividends.

141. *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.

142. *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.

143. *Accounts to be audited.*—The accounts of the Company shall once at least in every year be examined, and the correctness of each balance sheet ascertained by one or more Auditor or Auditors.

144. *Auditors.*—The number of Auditors, the person or persons to fill the office of Auditor or Auditors, and the remuneration of the Auditor or Auditors, and his or their term of office, may from time to time be determined and varied by the Company in General Meeting.

145. *Appointment of first Auditors.*—Subject to the last Article the Directors may appoint the first Auditor or Auditors to audit the accounts of the Company until the first Ordinary General Meeting, when he or they shall retire, but shall be eligible for re-election, and the Directors may fix his or their remuneration.

146. *Retirement of Auditors.*—The Auditor or Auditors for the time being shall retire at the first Ordinary General Meeting in every year, but shall be eligible for re-election. If on the retirement of an Auditor as aforesaid no person shall be appointed his successors by the Ordinary General Meeting at which his retirement shall take place, he shall be considered or re-elected for another year, although no resolution to that effect shall be passed or proposed. If any casual vacancy shall occur in the office of Auditor the Directors shall forthwith fill up same.

147. *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 accounts and vouchers relating thereto and to report thereon to the meeting generally or specially as he may think fit.

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

#### NOTICES.

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

150. *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.

151. *Service of notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending through 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.

152. *Notice to joint-holders of shares other than a firm.*—All notices directed to be given to a Shareholder shall, with respect to any share to which persons are jointly entitled other than a firm, be given to whichever of such person is named first in the register of Shareholders, and notice so given shall be sufficient notice to all the holders of such shares.

153. *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.

154. *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.

155. *Period for notices.*—Where a given number of days notice, or a notice extending over any other period, is required to be given, the day of service shall, but the day upon which such notice will expire shall not, be included in such number of days or other period.

#### ARBITRATION.

156. *Directors may refer disputes to arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration in such manner and upon such terms and conditions as they may think fit.

#### EVIDENCE.

157. *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.

#### DISTRIBUTION OF ASSETS ON WINDING UP.

158. *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 shareholders 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.

159. *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.

160. *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 the sanction of the Company in General Meeting, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator with the like sanction shall think fit.

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

R. GORDON, "Rowallan," Colombo.

JOHN HAGENBECK, Colpetty, Colombo.

H. WAGNER, Colpetty, Colombo.

O. T. MACDERMOTT, De Saram place, Colombo.

E. MAESSEN, Braybrooke place, Colombo.

ARTHUR ALVIS, Newlands, Colombo.

J. C. BARTON, "Rennure," Alfred place, Colombo.

Witness to the above signatures on this 18th day of January, 1910:

PERCIVAL LABROOY,  
Proctor, Supreme Court.

**MEMORANDUM OF ASSOCIATION OF THE DIWALA (KEGALLA) RUBBER COMPANY, LIMITED.**

1. The name of the Company is "THE DIWALA (KEGALLA) RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase from the proprietors thereof the Diwala estate, situated in the District of Kegalla, in the Province of Sabaragamuwa in the Island of Ceylon.
  - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
  - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children or any such.
  - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
  - (f) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
  - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
  - (h) To lease any factory or other buildings from any company or person.
  - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
  - (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
  - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
  - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
  - (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.

- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept consideration for any lands and real and personal, immovable and movable estate, property and assets of the Company of any kind sold or otherwise disposed of by the Company and generally to accept any consideration to be received by the Company in money or in shares (whether wholly or partially paid up) of any company, or in the mortgages, debentures, or obligations of any company or person or partly in one of these modes and partly in another or in any other kind or mode whatsoever.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.

(z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "persons" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Two hundred thousand Rupees, divided into Two thousand shares of One hundred Rupees each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with 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 accordance with this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.	
J. SHANNAN STEVENSON, Blairavon, Norwood ..	..	One
DAVID ELKINGTON, Ladbroke, Maskeliya ..	..	One
JAMES ANDERSON, Bandarapola, Matale ..	..	One
C. P. ANDERSON, Muendeniya, Matale ..	..	One
J. A. ANDERSON, Yogama, Dehiowita ..	..	One
H. P. CHURCH, Colombo ..	..	One
P. H. FRASER, Colombo ..	..	One

Witness to the signatures of the above-named HENRY PITMAN CHURCH and PATRICK HAGGART FRASER, at Colombo, this 7th day of December, 1909:

J. A. SHEPHERD,  
Colombo.

Witness to the signatures of the above-named JAMES SHANNAN STEVENSON and DAVID ELKINGTON, at Blairavon, Norwood, this 8th day of December, 1909:

J. BASTIAN,  
Blairavon, Norwood.

Witness to the signature of the above-named JAMES ANDERSON, at Bandarapola, Matale, this 13th day of December, 1909:

G. H. WHITFIELD.

Witness to the signature of the above-named CHARLES PETER ANDERSON, at Muendeniya, Matale, this 13th day of December, 1909:

A. P. CRAIB.

Witness to the signature of the above-named JAMES ALEXANDER ANDERSON, this 18th day of December, 1909, at Yogama estate, Dehiowita:

V. R. BISHAMBO.

**ARTICLES OF ASSOCIATION OF THE DIWALA (KEGALLA) RUBBER COMPANY,  
LIMITED.**

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

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

**INTERPRETATION CLAUSE.**

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

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

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

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

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

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

"Shareholder" means every person who has accepted any share or who has accepted part of a share jointly with another or others whose name is entered on the register of shareholder as owner or joint-owner of such share.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

**BUSINESS.**

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

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

**CAPITAL.**

4. The original capital of the Company is Two hundred thousand Rupees (Rs. 200,000), divided into Two thousand shares of One hundred Rupees (Rs. 100) each.

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

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

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

**SHARES.**

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may



at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for or services rendered to the Company, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

15. Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but 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.

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 36 to become a Shareholder in respect of any share.

18. 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.

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

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

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

#### CALLS.

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

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

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

25. 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.

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

#### TRANSFER OF SHARES.

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

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

29. 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.

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

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

32. 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.

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

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

#### TRANSMISSION OF SHARES.

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

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

37. If any person who shall become entitled to be registered in respect of any share under clause 35 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share; or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser, shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

#### SURRENDER AND FORFEITURE OF SHARES.

38. 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.

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

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

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

40. 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, interests, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at nine per centum per annum, and the Directors may enforce the payment thereof if they think fit.

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

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 41 hereof, shall be redeemable after sale or disposal.

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

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

47. A certificate in writing under the hands of one of the Directors and of the Secretary 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. 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. 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. 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. 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.

#### BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Twenty thousand Rupees (Rs. 20,000).

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

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

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

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

## GENERAL MEETINGS.

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

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

59. 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.

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

61. 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.

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

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

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

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

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

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

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

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

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

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

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

## VOTING AT MEETINGS.

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

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

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

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

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

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

79. Votes may be given either personally or by proxy or by attorney duly authorized.

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

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

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

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

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

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

*The Divala (Kegalla) Rubber Company, Limited.*

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

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

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

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

**DIRECTORS.**

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

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

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

88. The first Directors shall be James Seannan Stevenson, David Elvington, James Anderson, and Henry Pitman Church, 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.

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

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

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

**ROTATION OF DIRECTORS.**

90. At the first Ordinary General Meeting of the Company all the Directors shall retire from office, and at the first Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 91.

91. The Directors to retire from office at the second and third Ordinary General Meeting shall, if 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.
92. 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.
93. Retiring Directors shall be eligible for re-election.
94. The Ordinary General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent Ordinary General Meeting.
95. Any casual vacancy occurring in the number of Directors or provisional Directors arising from death, resignation, or otherwise, may be filled up by the Directors, but any person appointed to fill such vacancy shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.
96. A General Meeting may from time to time at any time increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.
97. If at any meeting at which an election of a Director ought to take place the place of a retiring Director is not filled up, the retiring Director may continue in office until the first Ordinary General Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.
98. A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by leaving the same at the registered office of the Company, or by tendering his written resignation at a meeting of the Directors, and on the acceptance of his resignation by the Directors, but not before, his office shall become vacant.
99. The Company may, by a special resolution, remove any Director before the expiration of his period of office, and may, by an ordinary resolution, appoint another person in his stead. The Director so appointed shall hold office only during such time as the Director in whose place he is appointed would have held the same if he had not been removed.
100. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.
101. No contribution shall be required from any present or past Director or Manager exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

#### DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

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

#### POWERS OF DIRECTORS.

103. The Directors shall have power to carry into effect the acquisition of the Diwala estate and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.
104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, done or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.
105. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, artisans, labourers, and other servants for such period, or periods, and with such remuneration, and at such salaries, and on such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby.

of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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

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

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

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

109. The seal of the Company shall not be affixed to any instrument (save as hereinafter provided), except in the presence of two or more Directors, who shall attest the sealing thereof. Provided however that the seal of the Company may be affixed to the following instruments in the presence of one Director and the Secretary or Secretaries of the Company who shall attest them sealing thereof. Such attestation on the part of the Secretaries, in the event of a firm becoming Secretaries, being signified by a partner or the Manager of the firm signing for and on behalf of the said firm as such Secretaries.

*Instruments above referred to.*

Annual list of Shareholders.

Share Certificates issued in lieu of Certificates surrendered.

Proxy to vote for the Company for any purpose.

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

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

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

## PROCEEDINGS OF DIRECTORS.

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

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

114. 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.

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

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

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

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

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

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

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

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

## ACCOUNTS.

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

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

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

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

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



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

128. 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.

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

#### AUDIT.

130. 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.

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

132. 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.

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

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

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

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

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

142. 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.

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

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

145. 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.

146. 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.

147. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid up shares, debentures, or debenture stock of the Company or of any other company or in any one or more of such ways, and the Directors shall give effect to such direction; and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors; where requisite a proper contract shall be filed, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

## NOTICES.

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

149. 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.

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

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

152. 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.

153. 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.

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

## EVIDENCE.

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

## PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, this 7th day of December, 1909:—

J. SHANNAN STEVENSON, Blairavon, Norwood.

DAVID ELKINGTON, Ladbroke, Maskeliya.

JAMES ANDERSON, Bandarapola, Matale.

C. P. ANDERSON, Muendeniya, Matale.

J. A. ANDERSON, Yogama, Dehiowita.

H. P. CHURCH.

P. H. FRASER.

Witness to the signatures of the above-named HENRY PITMAN CHURCH and PATRICK HAGGART FRASER, at Colombo, this 7th day of December, 1909:

J. A. SHEPHERD, Colombo.

Witness to the signatures of the above-named JAMES SHANNON STEVENSON and DAVID ELKINGTON, at Blairavon, Norwood, this 8th day of December, 1909:

J. BASTIAN,  
B'aravon, Norwood.

Witness to the signature of the above-named JAMES ANDERSON, at Bandarapola, Matale, this 13th day of December, 1909:

G. H. WHITFIELD.

Witness to the signature of the above-named CHARLES PETER ANDERSON, at Muendeniya, Matale, this 13th day of December, 1909:

A. P. CRAIB.

Witness to the signature of the above-named JAMES ALEXANDER ANDERSON, at Yogama estate, Dehiowita, this 18th day of December, 1909:

V. R. BISHARO.

### The Rubber Growers Company, Limited

NOTICE is hereby given that an Extraordinary General Meeting of the Rubber Growers Company, Limited, will be held at the registered office of the Company, Ambewatte House, Slave Island, Colombo, on February 12, 1910, at 11.30 o'clock in the forenoon, for the purpose of considering, and, if thought fit, passing the following resolutions:

1. (a) That each of the existing Rs. 100 shares in the Company's Capital be subdivided into ten shares of Rs. 10 each, and so that, as regards those shares that are not fully paid up, the proportion between the amount (if any) which is paid up and the amount (if any) which is unpaid on each share of reduced amount shall be the same, as it was in the case of the existing Rs. 100 share, from which the share of reduced amount is derived.

(b) That the shares resulting from the division of each of the existing Rs. 100 shares be re-numbered, so that the shares representing that now numbered 1 be respectively re-numbered 2,701 to 2,710, and those representing that now numbered 2 be respectively re-numbered 2,711 to 2,720, and so on.

2. That the Articles of Association be altered in manner following:

(a) That in lieu of Article 77, the following article shall be substituted:

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

(b) That the words from the beginning of Article 88 to the words 'future Directors' in line four of the said article be deleted, and the following words substituted in lieu thereof: 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 Two thousand Rupees (Rs. 2,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid and this qualification shall apply as well to the present Directors as to all future Directors.

(c) That in Article 109 the words 'Special Resolution by' be inserted in the first line between the words 'by' and the word 'the.'

Should the above resolutions be passed by the requisite majority, they will be submitted for confirmation as "Special Resolutions" to a subsequent General Meeting which will be convened for the purpose.

By order of the Board,

COMBERBATCH & Co.,  
Agents and Secretaries.

Ambewatte House,  
Colombo, February 3, 1910.

### The Ceylon Planters Rubber Syndicate, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, Ambewatte House, Slave Island,

Colombo, at 12 noon, on Saturday, February 12, 1910, to consider, and, if approved, to pass the following special resolution:—

That the Articles of Association of the Company be amended as follows:—

(1) By inserting after Article 1 the following words: "(a) The Company in General Meeting may by special resolution subdivide or consolidate its shares or any of them.

(2) By inserting at the end of Article 75 the following words: "or by attorney duly authorized."

(3) By inserting at the end of Article 78 the following words: "but this rule does not apply to a power of attorney."

(4) By deleting the second paragraph of Article 88, and inserting in its place the following words: "The qualification of a Director shall be the holding in his own right of shares in the Company of the nominal value of Rs. 500 upon which all calls for the time being have been paid."

(5) By inserting after the words 'a partner of the said firm' in line four of Article 103 the following words: 'or some person holding a power of attorney authorizing him to sign for the said firm.'

(6) By inserting after the word 'by' in line one of Article 109 the following word: 'a special resolution of.'

By order of the Directors,

COMBERBATCH & Co.,  
Agents and Secretaries.

### The Peryar Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Peryar Rubber Company, Limited, will be held at the registered office of the Company, Ambewatte House, Slave Island, Colombo, on February 12, 1910, at 12.30 o'clock in the afternoon, for the purpose of considering, and, if thought fit, passing the following resolutions:—

1. (a) That each of the existing Rs. 100 shares in the Company's Capital be subdivided into ten shares of Rs. 10 each.

(b) That the shares resulting from the division of each of the existing Rs. 100 shares be re-numbered, so that the shares representing that now numbered 1 be respectively re-numbered 4,701 to 4,710, and those representing that now numbered 2 be respectively re-numbered 4,711 to 4,720, and so on.

2. That the Articles of Association be altered in manner following:—

(a) That in lieu of Article 77, the following article shall be substituted:—

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

(b) That the words from the beginning of Article 88 to the words 'future Directors' in line four of the said article be deleted, and the following words substituted in lieu thereof: 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 Two thousand

Rupees (Rs. 2,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as to the present Directors as to all future Directors.

(c) "That in Article 110 the words 'Special Resolution by' be inserted in the first line between the word 'by' and the word 'the'."

Should the above resolutions be passed by the requisite majority, they will be submitted for confirmation as Special Resolutions to a subsequent General Meeting which will be convened for the purpose.

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

Ambewatte House,  
Colombo, February 3, 1910.

**Vincit Tea & Rubber Company, Limited.**

NOTICE is hereby given that the Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Thursday, February 17, 1910, at 12 noon.

*Business.*

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

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

Notice is hereby given that the transfer books of the Company will be closed from February 10 to 17, 1910 (both days inclusive).

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

Colombo, February 3, 1910.

**Pimbura Rubber Company, Limited.**

NOTICE is hereby given that the Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Thursday, February 17, 1910, at 12.30 P.M.

*Business.*

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

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

Notice is hereby given that the transfer books of the Company will be closed from February 10 to 17, 1910 (both days inclusive).

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

Colombo, February 3, 1910.

**The Glasgow Estate Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Tuesday, February 22, 1910, at 11.30 A.M., for the purpose of considering, and, if thought fit, passing the following resolution in connection with the Articles of Association of the Company, that is to say:—

That the under-mentioned Article be inserted to follow Article No. 9, and be numbered Article 9A:—

"The Company, by special resolution in General Meeting, may at any time consolidate or divide the

capital or any part thereof into shares of larger or less amount than the original shares."

NOTE.—The above will, if passed by the requisite majority, be submitted for confirmation as a special resolution to a second Extraordinary General Meeting, which will be subsequently convened.

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

Colombo, February 3, 1910.

**The Agra Ouvah Estates Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Tuesday, February 22, 1910, at 11.45 A.M., for the purpose of considering, and, if thought fit, passing the following resolution in connection with the Articles of Association of the Company, that is to say:—

That the under-mentioned Article be inserted to follow Article No. 9, and be numbered Article 9A:—

"The Company, by special resolution in General Meeting, may at any time consolidate or divide the capital or any part thereof into shares of larger or less amount than the original shares."

NOTE.—The above will, if passed by the requisite majority, be submitted for confirmation as a special resolution to a second Extraordinary General Meeting, which will be subsequently convened.

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

Colombo, February 3, 1910.

**The Maha Uva Estate Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Tuesday, February 22, 1910, at 12 noon, for the purpose of considering, and, if thought fit, passing the following resolution in connection with the Articles of Association of the Company, that is to say:—

That the under-mentioned Article be inserted to follow Article No. 9, and be numbered Article No. 9A:—

"The Company, by special resolution in General Meeting, may at any time consolidate or divide the capital or any part thereof into shares of larger or less amount than the original shares."

NOTE.—The above will, if passed by the requisite majority, be submitted for confirmation as a special resolution to a second Extraordinary General Meeting, which will be subsequently convened.

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

Colombo, February 3, 1910.

**The Udapolla Rubber Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Company will be held at the registered office of the Company, No. 18, Upper Chatham street, Colombo, on Friday, February 18, at 3 P.M.

*Business.*

To confirm the special resolution passed at the Extraordinary General Meeting held on Tuesday, February 1, 1910, viz. :—

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,

GORDON FRAZER & Co.,  
Agents and Secretaries.

Colombo, February 2, 1910.

**The Dickoya Tea Company, Limited.**

NOTICE is hereby given that the Second Ordinary General Meeting of the above Company will be held at the registered office, No. 14, Queen street, Colombo, on Saturday, February 12, 1910, at 11.30 A.M.

*Business.*

- (1) To receive the report of the Directors and statement of accounts for year ended December 31, 1909.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To appoint an Auditor.
- (5) To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,  
Agents and Secretaries.

Colombo, February 3, 1910.

**The Nahavilla Estates Company, Limited.**

NOTICE is hereby given that the Sixteenth Annual General Meeting of the Shareholders of the above Company will be held at the registered office, No. 14, Queen street, Colombo, on Saturday, February 12, 1910, at 12.30 P.M.

*Business.*

- (1) To receive the report of the Directors and statement of accounts for the year ended December 31, 1909.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To appoint an Auditor.
- (5) To transact any other competent business that may be brought before the Meeting.

By order of the Directors,

GEORGE STEUART & Co.,  
Agents and Secretaries.

Colombo, February 3, 1910.

**The Horrekelly Estate Company, Limited.**

NOTICE is hereby given that the Annual Ordinary General Meeting of Shareholders of this Company will be held at the Company's registered office, No. 22, Baillie street, Fort, Colombo, on Monday, February 14, 1910, at 3.30 P.M.

*Business.*

- (1) To receive the report of the Directors and accounts of the Company for 1909.
- (2) To declare a final dividend.
- (3) To elect two Directors.
- (4) To elect an Auditor for 1910.
- (5) To consider such other business as may properly come before the Meeting.

The share transfer books of the Company will be closed from January 31 to February 14, 1910, inclusive.

In the event of a Shareholder being unable to attend this meeting, he should appoint a Shareholder to act as his proxy. A legal form (which must be deposited duly executed at this office before noon on Saturday, 12th instant) may be obtained on application.

By order of the Directors,

LEWIS BROWN & Co.,  
Secretaries.

Colombo, February 2, 1910.

**The Uvakellie Tea Company of Ceylon, Limited.**

NOTICE is hereby given that the Ordinary General Meeting of the Shareholders of this Company will be held at their registered office, No. 6, Prince street, Fort, Colombo, on Wednesday, February 23, 1910, at 12.30 P.M.

*Business.*

- To receive the Directors' report and accounts for season 1909.
- To declare a dividend.
- To elect a Director.
- To appoint an Auditor, and transact any other business that may be duly brought before the Meeting.
- The transfer books of the Company will be closed from February 10 to 23, 1910, both days inclusive.

By order of the Board of Directors,

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

**The Prince's Club Company, Limited.**

NOTICE is hereby given that the Tenth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Racecourse avenue, Colombo, at 6.30 P.M., on Monday, February 14, 1910, to receive the Director's report and accounts for the year ended December 31, 1909, to declare a dividend, and to appoint an Auditor.

The transfer books of the Company will be closed from February 1 to 14, 1910, both days inclusive.

W. E. M. PATERSON,  
Secretary.

Colombo, February 29, 1910.

THE power of attorney granted by me to D. E. Wijeyesekera and D. H. P. Abeyewardene, bearing No. 1,194 dated July 26, 1909, and attested by W. A. S. de Vos, Notary Public, has been revoked.

O. B. WIJESEKERA.

Colombo, January 28, 1910.

I, M. PETER SALGADO WIJESEKERA, GOONERATNE of Nalluruwa, Panadure, do hereby give notice, under section 5 of Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General of the Island of Ceylon to be admitted and enrolled a Notary Public to practise in the Sinhalese language within the District of Matara.

M. P. S. W. GOONERATNE.

Nalluruwa,  
Panadure, January 18, 1910.

**I** HENRY ARNOLD SOERTS, Proctor of the District Court of Galle, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

H. A. SOERTS,  
Proctor, District Court, Galle.

Galle, January 31, 1910.

**I** KODIKARA ARACHCHIGE JUAN PERERA of Tudella, in Ragam pattu of Alutkuru korale, do hereby give notice, in terms of section 8 of Ordinance No. 1 of 1907, of my intention, three months' hence, to apply to the Registrar-General of Colombo to be admitted and enrolled a Notary Public for the District of Matara to practise in the Sinhalese language.

Tudella, K. J. PERERA.  
Ja-ela, February 1, 1910.

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

JOHN DE SILVA,  
Proctor, District Court, Colombo.

Wijaya Mandira, St. Joseph's street,  
Colombo, February 1, 1910.

**S**IX weeks hence I, John William Edward Davy Perera, Proctor of the District Court of Colombo, residing at "Glen Croft," No. 1, Lock-gate, Colombo, shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

J. W. E. D. PERERA.

"Glen Croft," No. 1, Lock-gate,  
Colombo, February 1, 1910.

**S**IX weeks hence I, John Simon Edmund de Livera, Proctor of the District Court of Colombo, residing at No. 1, Hill street, Colombo, shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

J. S. EDMUND DE LIVERA.

No. 1, Hill street,  
Colombo, February 1, 1910.

**Auction Sale of Valuable Property in Colombo, and Lands in the Kalutara and Kurunegala Districts; also Dwelling-houses and Lands at Nuwara Eliya and Bambalapitiya.**

In the District Court of Colombo.

Sir Adamjee Peerbhoy ..... Plaintiff.  
Nos. 28,507 and 29,692.

Carimjee Jafferjee ..... Defendant.

**U**NDER and by virtue of a decree entered in the above cases, we are directed by this Court to sell by public auction the following:—

1. On Monday, February 21, 1910, at 4.30 P.M., at the spot, premises bearing assessment Nos. 36 and 37, Gintupitiya street, Colombo.
2. On Tuesday, February 22, 1910, at 4.30 P.M., at the spot, premises bearing assessment No. 24, Drieberg's lane, Colombo.
3. On Wednesday, February 23, 1910, commencing at 2 P.M., at our rooms—

(a) The land called Koraketimukalana, situated in Bulatsinhala village, in the District of Kalutara, Pasdun korale, containing in extent 137 acres and 28 perches.

(b) The land called Katuhenamukalana, situated in Bulatsinhala village, in the District of Kalutara, Pasdun korale, containing in extent 58 acres 1 rood.

(c) Three allotments of land in the Kurunegala District, situated at Kalatuwa Pelessa and about five miles from Wellawa railway station, opposite Mr. Thomas Bandaranaike's property.

4. On Thursday, February 24, 1910, at 4 P.M., at the spot, the land with the dwelling-houses standing thereon bearing assessment Nos. 71-71H, situated at Bambalapitiya, and forming part of the property on which the present police station stands and known as "Essai Villa." No. 71H is at present in the occupation of Dr. Nugera.

5. On Friday, February 25, 1910, at 2 P.M., at our rooms, the land with the dwelling-houses standing thereon, situated at Nuwara Eliya, in extent 5 acres 2 roods 28 perches and known as "Jaffa Villa" or Mr. Carimjee Jafferjee's property.

These may be sold in one or more lots.

For further particulars and conditions of sale apply to Messrs. Julius & Creasy, Proctors and Notaries, Colombo, or to the undersigned.

A. Y. DANIEL & SON,

Auctioneers and Commission Agents.

4, Baillie street, Fort.

**ROAD COMMITTEE NOTICES.**

**Malwala Ferry-Wewelwatta Factory Estate Road.**

**N**OTICE is hereby given that under the provisions of the Estates Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee in respect of the above road will be held at the Hapugastenna Factory, on Thursday, February 10, 1910, at 2 P.M.:—

*Business.*

(1) To assess all estates interested in the upkeep of above road for the year 1910;

(2) To consider the question of asking the Government to take over the road under the Branch Roads Ordinance, No. 14 of 1896, for improvement and upkeep, and forward application to the Government; and

(3) Any other business that may be brought before the Committee.

GEORGE BROWN,  
Chairman, Local Committee.

Hapugastenna, January 24, 1910.

**Lantern Hill-Somerset Estate Cart Road.**

**N**OTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee for the above road will be held at Somerset Factory, on Friday, February 25, 1910, at 9 A.M.

*Business.*

1. To elect two new members in place of Messrs. R. Wilson and F. R. Bisset (resigning) for the period ending February 17, 1911.

2. To consider and report to the Provincial Road 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 or the private contribution on the maintenance estimate for 1910-1911.

ROBT. WILSON,  
Chairman, Local Committee.  
Meddegodde estate,  
Nawalapitiya, February 2, 1910.

#### Glenlyon-Preston Branch Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, the following gentlemen have been elected to form the Local Committee for the above-mentioned road to perform the duties imposed by the said Ordinance for the term ending November 15, 1911:—

Messrs. A. Hamilton Harding (Chairman), A. Rossi Ashton, R. C. Fowler, and G. C. Bliss.

J. P. LEWIS,  
Chairman.

Provincial Road Committee's Office,  
Kandy, January 27, 1910.

#### Road from Koslanda-Poonagala Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1910, the Provincial Road Committee of the Province of Uva, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will on February 12, 1910, at 10 A.M., at their office at Badulla, proceed to assess the under-mentioned estates to make up the private contributions:—

##### KOSLANDA TO POONAGALA FACTORY ROAD.

Government contribution .. Rs. 975·00  
Private contributions .. Rs. 994·50

1st and 2nd sections, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
J. M. Robertson & Co. ..	Arnhall ..	226
Do. ..	Ampitakanda ..	291
G. A. Coombe, Macaldeniya Tea & Rubber Company ..	Macaldeniya ..	703
Poonagala Valley Ceylon Co., Limited, per R. G. Coombe, Manager ..	Poonagala Group ..	1,624
		2,844

3rd and 4th sections, 1 mile.

J. M. Robertson & Co. ..	Arnhall ..	226
Do. ..	Ampitakanda ..	291
G. A. Coombe, Macaldeniya Tea & Rubber Company ..	Macaldeniya ..	703
Poonagala Valley Ceylon Co., Limited, per R. G. Coombe, Manager ..	Poonagala Group ..	1,624
		2,844

Proprietors or Agents.	Estates.	Acreage.
G. A. Coombe, Macaldeniya Tea & Rubber Company ..	Macaldeniya ..	703
Poonagala Valley Ceylon Co., Limited, per R. G. Coombe, Manager ..	Poonagala Group ..	1,624
		2,327

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

D. W. ARNOTT,  
for Chairman.

Provincial Road Committee,  
Badulla, January 29, 1910.

#### Haputala-Dambatenna Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1910, the Provincial Road Committee of the Province of Uva, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will on February 12, 1910, at 10 A.M., at their office at Badulla, proceed to assess the under-mentioned estates to make up the private contributions:—

##### HAPUTALA-DAMBATENNA ROAD.

Government moiety .. Rs. 3,309·00  
Private contributions .. Rs. 3,375·18

1st, 2nd, and 3rd sections, 2·75 miles.

Proprietors or Agents.	Estates.	Acreage.
Lanka Plantations Co., Limited ..	Thotulugala ..	556
Ceylon Tea Plantation Co., Limited ..	Pitaratmalie ..	1,605
Lipton, Limited ..	Dambatenna ..	1,411
		3,572

4th, 5th, and 6th sections, 2·25 miles.

Ceylon Tea Plantation Company, Limited ..	Pitaratmalie ..	1,605
Lipton, Limited ..	Dambatenna ..	1,411
		3,016

7th section, ·75 mile.

Lipton, Limited ..	Dambatenna ..	1,411
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And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

D. W. ARNOTT,  
for Chairman.

Provincial Road Committee,  
Badulla, January 29, 1910.

### MANNAR MARKET FUNDS.

#### Statement of Receipts and Expenditure on Account of the Market Fund in the Mannar District for the Half-Year ended December 31, 1909.

Date of Deposit.	1909.	RECEIPTS.	Amount.	Total.
			Rs. c.	Rs. c.
		Balance on July 1, 1909 ..	—	802 15
July	9	Sixth instalment of fish market rent for 1909 ..	20 83	
„	14	Sixth instalment of gala rent ..	22 8	
„	14	Sixth instalment of meat market rent ..	9 66	
„	18	Sixth instalment of vegetable market rent ..	18 33	

Date of Deposit. 1909.		Amount. Rs. c.	Total. Rs. c.
Sept. 18	.. Seventh instalment of fish market rent ..	20 83	
.. 27	.. Seventh instalment of vegetable market rent ..	18 33	
.. 28	.. Seventh instalment of meat market rent ..	9 66	
.. 28	.. Seventh instalment of gala rent for 1909 ..	22 8	
Oct. 30	.. Eighth instalment of vegetable market rent for 1909 ..	18 33	
Nov. 1	.. Eighth instalment of fish market rent for 1909 ..	20 83	
.. 1	.. Part of ninth instalment of fish market rent for 1909 ..	10 83	
.. 23	.. Balance of ninth instalment of fish market rent for 1909 ..	10 0	
.. 23	.. Part of tenth instalment of fish market rent for 1909 ..	10 83	
.. 25	.. Ninth instalment of vegetable market rent for 1909 ..	18 33	
.. 29	.. Tenth instalment of vegetable market rent for 1909 ..	18 33	
.. 29	.. Eighth instalment of gala rent, 1909 ..	22 8	
.. 29	.. Eighth instalment of meat market rent for 1909 ..	9 66	
.. 30	.. Balance of tenth instalment of fish market rent for 1909 ..	10 0	
.. 30	.. Ninth instalment of gala rent for 1909 ..	22 8	
.. 30	.. Ninth instalment of meat market rent ..	9 66	
Dec. 10	.. Eleventh instalment of vegetable market rent ..	18 33	
.. 14	.. Eleventh instalment of fish market rent ..	20 83	
.. 15	.. Tenth instalment of gala rent for 1909 ..	22 8	
.. 15	.. Tenth instalment of meat market rent for 1909 ..	9 66	
.. 30	.. Eleventh instalment of gala rent for 1909 ..	22 8	
.. 30	.. Eleventh instalment of meat market rent ..	9 66	
.. 31	.. Twelfth instalment of fish market rent ..	20 83	
.. 31	.. One month's security money on account of fish market rent for 1910 ..	20 83	
.. 31	.. Part of first instalment of vegetable market rent for 1910 ..	8 0	
			475 6
			1,277 21

Date of Payment. 1909.	EXPENDITURE.	Amount. Rs. c.	Total. Rs. c.
July 8	.. Pay of madam-keeper for June, 1909 ..	7 50	
.. 8	.. Pay of market-keeper for June, 1909 ..	10 0	
.. 16	.. Repairing the market fences ..	10 35	
Aug. 2	.. Pay of market-keeper for July, 1909 ..	10 0	
.. 16	.. Repairing the gala ..	23 75	
Sept. 3	.. Pay of madam-keeper for July and August, 1909 ..	15 0	
.. 3	.. Pay of market-keeper for August ..	10 0	
Oct. 5	.. Pay of madam-keeper for September ..	7 50	
.. 5	.. Pay of market-keeper for September ..	10 0	
Nov. 3	.. Pay of madam-keeper for October ..	7 50	
.. 3	.. Pay of market-keeper for October ..	10 0	
.. 15	.. Repairs to shed ..	19 96	
Dec. 4	.. Pay of madam-keeper for November, 1909 ..	7 50	
.. 4	.. Pay of market-keeper for November, 1909 ..	10 0	
.. 21	.. Reward for assisting to put out a fire at the gala ..	3 0	
.. 31	.. Pay of madam-keeper for December, 1909 ..	7 50	
.. 31	.. Pay of market-keeper for December, 1909 ..	10 0	
.. 31	.. Refund of security money on account of fish market rent for 1909 ..	20 83	
			200 39
	Balance on December 31, 1909 ..		1,076 82
			1,277 21

District Market Committee,  
Mannar, January 27, 1910.

M. STEVENSON,  
Chairman, District Market Committee.





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.	Coffee.	Tea.	Cacao.	Trunk Ginchona.	Ginchona Chips.	Coconuts.	Copra.	Coconut Oil.	Coconut Pomac.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Ebony.	Plumbago.	Colr Rope.	Colr Yarn.	Colr Fibre.	Orchilla.	Kstru Fibre.	Deer Horns.
	1910.																						
<b>COLOMBO.</b>																							
ss. Isla de Panay	24-1	Barcelona		150	133							44400*							132				
ss. Armand Behic	24-1	Marseilles		45254								6000†	2988		5059		642		100	20			
ss. Cheshire	24-1	London		1096856	1496		199100					30400†			11420								
ss. Stolzenfels	25-1	New York		468509								1000§			105					211			
ss. Hymethus	25-1	Australia		225835	330		10004					2075		28800	1398				230	554			
ss. Worcestershire	25-1	London		749067	18252501		144380		8500	3782	2001	31047¶			5366				230	554			
ss. Silvia	26-1	Hamburg		51000	12846720		2000		8500	802	2001	31047¶			1120				230	554			
ss. Altona	26-1	Hamburg		14533	377		2317		13502	4299	9405	17500**								972			
ss. City of Corinth	26-1	London		533608	1202		13535													78			
ss. Duplex	26-1	Calcutta								101													
ss. Warwickshire	27-1	London		881278	979		7085			4494					2131				224	508			9
ss. Ekaterinoslav	27-1	Odessa		82378					28937														
ss. Nauru	27-1	London		536565			31580				2002	2000††								1108			
ss. Tactician	27-1	London		295308	426		69350													182			
ss. Hirano Maru	28-1	London		128837																532			
ss. Goebn	28-1	Hamburg		10524						430	2941									50			
ss. Sardinia	28-1	London		504693	186																		
ss. Clan Ma nab	29-1	London		289253																			
ss. P. E. Fredrick	29-1	Yokohama		8670																			
ss. Segovia	29-1	China																					
ss. Nyanza	29-1	China																					
ss. Clan Forbes	29-1	London		93968																			
ss. Nera	29-1	China		321137																			
ss. Hita hi Maru	29-1	Japan		99752																			
ss. Varon y	29-1	Vladivostok		72510																			
ss. Nini Novgorod	29-1	Odessa		556759					7077														
ss. Kawi	29-1	Rotterdam		318196																			
ss. City of Ednburg	29-1	London		3560																			
ss. Oriento	29-1	London		398695	577																		
ss. Darffingar	29-1	Australia		491404																			
ss. Yokohama	29-1	Yokohama		124150	50																		
ss. Nairung	29-1	Calcutta		50																			
ss. Bingo Maru	29-1	Bombay		34668			6000																
ss. Herefordshire	29-1	Rangoon		1275																			
<b>GALLE.</b>																							
Nil.																							

\* And Chips 19,883 lb. † And Chips 5. ‡ And Chips 4,704 lb. § And Chips 7,859 lb. ¶ And Chips 2,683 lb. \*\* An.1 Chips 84,000 lb. †† And Chips 5,600 lb. ††† An.1 Chips 3,556 lb. †††† Chips. ††††† Chips.

(Continued over.)



## TRADE MARKS NOTICES.

Application No. 439.

In compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Christian Bohringer and Carl Hahn, carrying on business in Colombo under the name, style, and firm of Ch. & A. Bohringer, who claim to be the proprietors of the following Trade Mark, have applied for the registration of the same in their name in respect of Tea in Class 42 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the representations of two palms, one canoe, and the landscape; and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,  
Colombo, February 3, 1910.

P. ARUNACHALAM,  
Registrar-General.

## LOCAL BOARD NOTICES.

## BOARDS OF HEALTH, CENTRAL PROVINCE.

## Statement of Revenue and Expenditure of the Town of Wattagama, 1909.

REVENUE.	Amount. Rs. c.	EXPENDITURE.	Amount. Rs. c.
Balance on December 31, 1908	2,083 30	Scavenging	816 0
Sanitary rate	387 30	Remuneration to assessors	15 0
Slaughter-house fees	479 25	Commission to collectors	46 84
Liquor licenses	285 0	Pay of clerks	52 69
Cart licenses	286 90	Rent of slaughter-house	91 0
Butcher licenses	19 0	Stationery, stores, &c.	26 50
Gun licenses	1 90	Destroying stray dogs	5 55
Hotel licenses	237 50	Water supply	103 64
Compensation for local rate on Govern- ment buildings	90 10	Latrines (repairs, &c. to)	68 0
Water-rate	390 90	Sinking fund	221 0
Dog tax	4 0	Interest on loans	386 76
Miscellaneous	21 62	Guardian, Waterworks	62 50
		Miscellaneous	3 0
		Loan to Norwood to be repaid	350 0
		Total expenditure	2,248 48
		Balance	2,038 29
Total	4,286 77	Total	4,286 77

G. S. WOODMAN,  
for Chairman.

I certify that I have examined the above statement and compared it with the books and supporting vouchers and that it is correct, and that subject to the remarks in my monthly reports the revenue has been duly collected and the expenditure is in conformity with law and authority.

January 29, 1910.

J. A. HUNTER,  
Auditor.

## Statement of Revenue and Expenditure of the Town of Pussellawa, 1909.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Balance on December 31, 1908	338	30	Scavenging	585	0
Sanitary rate	555	62	Commission to collectors	22	84
Slaughter-house fees	116	50	Pay of clerks	38	70
Liquor licenses	213	75	Stationery, stores, &c.	15	0
Cart licenses	49	40	Latrines (repairs to)	45	85
Butcher licenses	9	50	Repairs to slaughter-house	152	0
Gun licenses	1	90	Miscellaneous	4	0
Compensation for local rate on Govern- ment buildings	74	6	Total expenditure	863	39
Dog tax	3	50	Balance	522	76
Miscellaneous	23	62			
<b>Total</b>	<b>1,386</b>	<b>15</b>	<b>Total</b>	<b>1,386</b>	<b>15</b>

G. S. WOODMAN,  
for Chairman.

I certify that I have examined the above statement and compared it with the books and supporting vouchers and that it is correct, and that subject to the remarks in my monthly reports the revenue due has been duly collected and the expenditure is in conformity with law and authority.

January 29, 1910.

J. A. HUNTER,  
Auditor.

## Statement of Revenue and Expenditure of the Town of Norwood, 1909.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Balance on December 31, 1908	389	68	Scavenging	412	40
Sanitary rate	326	31	Remuneration to assessors	15	0
Liquor licenses	285	0	Commission to collectors	20	0
Cart licenses	133	0	Stationery, stores, &c.	12	96
Butcher licenses	14	25	Destroying stray dogs	31	45
Compensation for local rate on Govern- ment buildings	14	40	Latrines (repairs to)	45	0
Dog tax	1	50	Construction of market	350	0
Miscellaneous	21	62	Sinking fund	20	32
Advance from Wategama to be repaid	350	0	Interest on loans	35	56
			Miscellaneous	1	60
			Total expenditure	944	39
			Balance	591	37
<b>Total</b>	<b>1,535</b>	<b>76</b>	<b>Total</b>	<b>1,535</b>	<b>76</b>

G. S. WOODMAN,  
for Chairman.

I certify that I have examined the above statement and compared it with the books and supporting vouchers and that it is correct, and that subject to the remarks in my monthly reports the revenue due has been duly collected and the expenditure is in conformity with law and authority.

January 29, 1910.

J. A. HUNTER,  
Auditor.

## Statement of Revenue and Expenditure of the Town of Bogawantalawa, 1909.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Balance on December 31, 1908	31	37	Scavenging	648	0
Sanitary rate	389	36	Remuneration to assessors	15	0
Slaughter-house fees	210	0	Commission to collectors	13	57
Liquor licenses	19	0	Rent of slaughter-house	60	0
Cart licenses	1	90	Miscellaneous	100	85
Butcher licenses	23	75			
Compensation for local rate on Govern- ment buildings	26	0	Total expenditure	837	42
Dog tax	3	0	Balance	37	73
Miscellaneous	120	77			
Advance from Deltota to be repaid	50	0			
<b>Total</b>	<b>875</b>	<b>15</b>	<b>Total</b>	<b>875</b>	<b>15</b>

G. S. WOODMAN,  
for Chairman.

I certify that I have examined the above statement and compared it with the books and supporting vouchers and that it is correct, and that subject to the remarks in my monthly reports the revenue due has been duly collected and the expenditure is in conformity with law and authority.

January 29, 1910.

J. A. HUNTER,  
Auditor.

E. S.

## Statement of Revenue and Expenditure of the Town of Maskeliya, 1909.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Balance on December 31, 1908	2,312	82	Scavenging	760	0
Sanitary rate	435	28	Remuneration to assessors	15	0
Slaughter-house fees	206	75	Commission to collectors	38	16
Liquor licenses	303	90	Pay of clerks	49	35
Cart licenses	7	60	Rent of slaughter-house	156	25
Butcher licenses	28	50	Stationery, stores, &c.	19	74
Compensation for local rate on Govern- ment buildings	24	0	Latrines (repairs to)	67	50
Dog tax	1	75	Miscellaneous	1	65
Miscellaneous	19	39	Total expenditure	1,105	65
			Balance	2,234	34
Total	3,339	99	Total	3,339	99

G. S. WOODMAN,  
for Chairman.

I certify that I have examined the above statement and compared it with the books and supporting vouchers and that it is correct, and that subject to the remarks in my monthly reports the revenue due has been duly collected and the expenditure is in conformity with law and authority.

January 29, 1910.

J. A. HUNTER,  
Auditor.

## Statement of Revenue and Expenditure of the Town of Kadugannawa, 1909.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Balance on December 31, 1908	978	66	Scavenging	720	0
Sanitary rate	404	52	Remuneration to assessors	15	0
Slaughter-house fees	228	0	Commission to collectors	20	25
Liquor licenses	263	67	Rent of slaughter-house	32	50
Butcher licenses	4	75	Stationery, stores, &c.	16	4
Gunpowder licenses	1	45	Destroying stray dogs	32	15
Compensation for local rate on Govern- ment buildings	70	88	Latrines (repairs to)	710	0
Petroleum licenses	5	0	Miscellaneous	3	60
Dog tax	4	0	Total expenditure	1,549	54
Miscellaneous	19	62	Balance	431	1
Total	1,980	55	Total	1,980	55

G. S. WOODMAN,  
for Chairman.

I certify that I have examined the above statement and compared it with the books and supporting vouchers and that it is correct, and that subject to the remarks in my monthly reports the revenue due has been duly collected and the expenditure is in conformity with law and authority.

January 29, 1910.

J. A. HUNTER,  
Auditor.

## Statement of Revenue and Expenditure of the Town of Teldeniya, 1909.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Balance on December 31, 1908	511	9	Scavenging	213	0
Sanitary rate	187	98	Remuneration to assessors	15	0
Liquor licenses	213	75	Pay of clerks	25	0
Cart licenses	11	40	Stationery, stores, &c.	20	0
Butcher licenses	9	50	Miscellaneous	6	0
Gun licenses	0	95	Total expenditure	279	0
Gunpowder licenses	1	45	Balance	681	25
Dog tax	3	0	Total	960	25
Miscellaneous	21	13			
Total	960	25			

G. S. WOODMAN,  
for Chairman.

I certify that I have examined the above statement and compared it with the books and supporting vouchers and that it is correct, and that subject to the remarks in my monthly reports the revenue due has been duly collected and the expenditure is in conformity with law and authority.

January 29, 1910.

J. A. HUNTER,  
Auditor.

## Statement of Revenue and Expenditure of the Town of Mailapitiya, 1909.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Balance on December 31, 1908	104	70	Scavenging	140	0
Sanitary rate	252	42	Remuneration to assessors	15	0
Cart licenses	58	90	Commission to collectors	10	58
Miscellaneous	34	99	Miscellaneous	0	70
			Total expenditure	166	28
			Balance	284	73
Total	451	1	Total	451	1

G. S. WOODMAN,  
for Chairman.

I certify that I have examined the above statement and compared it with the books and supporting vouchers and that it is correct, and that subject to the remarks in my monthly reports the revenue due has been duly collected and the expenditure is in conformity with law and authority.

J. A. HUNTER,  
Auditor.

January 29, 1910.

## Arrears of Sanitary Rate on December 31, 1909.

Name of Town.	Amount due for 1909.		Balance at the end of 1909.
	Rs.	c.	
Wattegama—			
Sanitary rate	506	80	126 70
Water rate	570	15	190 5
Pussellawa	521	12	102 15
Norwood	329	84	82 62
Bogawantalawa	397	28	99 32
Maskeliya	582	40	291 20
Kadugannawa	403	92	100 98
Teldeniya	228	64	56 50
Mailapitiya	271	52	66 69

G. S. WOODMAN,  
for Chairman.

## LOCAL BOARD OF MATALE.

## Statement of Revenue and Expenditure for the Year 1909.

## REVENUE.

REVENUE.		REVENUE.	
	Amount.		Amount.
	Rs. c.		Rs. c.
<i>Taxes.</i>		Cemetery	54 50
Property rates	2,401 10	Royalty on sand	42 80
Property rates—arrears, 1908	562 44		
Thoroughfare Ordinance collections	2,481 0	<i>Fines.</i>	
<i>Other.—</i>		Police Magistrate	392 25
Animals and vehicles	502 25	Cattle trespass	96 0
Dogs	108 0	Road tax defaulters	63 0
Government contributions in lieu of local rates	193 76		
<i>Licenses.</i>		<i>Sundries.</i>	
Refund of stamp duty	1,707 63	Sale of dog collars	8 86
Opium	6,735 50	Government contribution to latrine	130 0
Other	78 0	Hire of hearse	36 0
		Miscellaneous	2,409 35
<i>Rents.</i>		Total current revenue, 1909	26,106 44
Market	6,531 75	Balance on December 31, 1908	17,679 96
Lands, gardens	72 0		
Pasture	126 50	Total	43,786 40
Town Hall	224 50		
Cattle pound and slaughter-house fee	1,149 25		

## EXPENDITURE.

	Amount. Rs. c.		Amount. Rs. c.
Interest and Sinking fund on loan ..	717 76	Public works ..	10,273 22
Establishment ..	2,305 0	Miscellaneous ..	3,011 71
Office contingencies ..	149 31		
Cost of audit ..	158 45		21,726 75
Revenue service ..	495 44		
Education ..	50 0	Balance on December 31, 1909 ..	22,059 65
Sanitation ..	3,269 75		
Lighting ..	1,124 80	Total ..	43,786 40
Police charges ..	171 31		

I, F. G. Tyrrell, do hereby swear that the above is a true and correct account of all moneys received and paid during the year 1909 on account of the Local Board of Matale, and that the balance is in the hands of the Assistant Government Agent of Matale.

Sworn before me at Matale, this 26th day of January, 1910 :

F. A. PRINS,  
Justice of the Peace.

F. G. TYRRELL,  
Chairman and Treasurer.  
G. M. LOGGIN,  
Member.

## Statements of Assets and Liabilities, 1909.

ASSETS.	Amount. Rs. c.	LIABILITIES.	Amount. Rs. c.
Balance on December 31, 1909 ..	22,059 65	Balance due Government on drainage loan ..	12,503 69
Assessment—arrears, 1909 ..	842 66	Contribution of house-holders to drainage of Trincomalee street compounds ..	303 42
			12,807 11
		Balance, to credit of Board ..	10,095 20
Total ..	22,902 31	Total ..	22,902 31

I, F. G. Tyrrell, do hereby swear that the above is a true and correct account of the assets and liabilities of the Local Board of Matale on December 31, 1909.

Sworn before me at Matale, this 26th day of January 1910 :

F. A. PRINS,  
Justice of the Peace.

F. G. TYRRELL,  
Chairman and Treasurer.  
G. M. LOGGIN,  
Member.

## Statement of Probable Revenue and Expenditure for the Year 1910.

## RECEIPTS.

	Amount. Rs. c.		Amount. Rs. c.
<i>Taxes.</i>		Cattle pound and slaughter house ..	1,200 0
Property rates ..	3,419 40	Cemetery fees ..	50 0
Property rates—arrears ..	842 66	Royalty on sand ..	30 0
Thoroughfare Ordinance collection ..	2,200 0		
<i>Other.—</i>		<i>Fines.</i>	
Animals and vehicles ..	500 0	Police Magistrate ..	200 0
Dogs ..	100 0	Cattle trespass ..	75 0
Government contribution in lieu of local rates ..	193 76	Road tax defaulters ..	30 0
<i>Licenses.</i>			
Opium ..	4,040 0	<i>Miscellaneous.</i>	
Refund of stamp duties ..	3,500 0	Sale of dog collars ..	5 0
Other ..	75 0	Government contribution to upkeep latrines ..	130 0
<i>Rents.</i>		Hire of hearse ..	35 0
Beef market ..	3,060 0	Sundries ..	400 0
Fish market ..	495 0		
Vegetable market ..	690 0	Total ..	21,595 82
Gardens, lands ..	75 0	Balance on December 31, 1909 ..	22,059 65
Pasture ..	100 0		
Town Hall ..	150 0	Total ..	43,655 47





## Statement of Loans of the Board of Improvement, Nuwara Eliya, for the Year 1909.

Year in which the Loan was raised.	Original Amount of the Loan.	Present Amount of Loan.	Rate for Sinking Fund.	Rate for Interest.	Annual Amount payable for Sinking Fund.	Annual Amount payable for Interest.	Date when Loan will be extinguished.
	Rs. c.	Rs. c.			Rs. c.	Rs. c.	
1894 ..	14,000 0	141,958 16	These loans are consolidated, and 4½ per cent. paid on the original amount; 3½ per cent. on Rs. 154,617-54 will be credited to interest, and the remainder invested as sinking fund.		2,280 84	5,411 62	Nov. 30, 1939
1896 ..	6,000 0						
1897 ..	78,061 13						
1898 ..	9,000 0						
1901 ..	10,000 0						
1902 ..	13,882 56						
1904 ..	36,000 0						
1905 ..	4,000 0						
1901 ..	3,000 0	600 0	10 per cent.		300 0	—	May 31, 1911

The whole amount due as interest and sinking fund, as shown above, for 1909, has been duly paid to the Colonial Treasurer.

Board of Improvement Office,  
Nuwara Eliya, January 24, 1910.

R. A. G. FESTING,  
Assistant Government Agent.

## LOCAL BOARD OF NAWALAPITIYA.

## Statement of Probable Revenue and Expenditure for the Year 1910 of the Local Board, Nawalapitiya.

## REVENUE.

	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
Probable balance on December 31, 1909 ..	—	9,358 3	Vegetable market rent ..	110 0	
<i>Taxes.</i>			Town Hall rent ..	—	
Property rates ..	1,000 0		Cattle pound and slaughter-house fees ..	1,153 0	
Property rates—arrears ..	436 58		Cemetery fees ..	50 0	
Thoroughfares Ordinance collections ..	1,873 0		Royalty on sand ..	10 0	2,643 0
Water-rate ..	1,600 0		<i>Fines.</i>		
Water-rate—arrears ..	685 0		Police Magistrate ..	50 0	
Animals and vehicles ..	20 0		Fines on road tax defaulters ..	—	50 0
Dogs ..	40 0		<i>Miscellaneous.</i>		
Government contribution in lieu of local rates ..	1,436 0		Sale of dog collars ..	2 0	
Other ..	—	7,090 58	Contribution for upkeep of private latrines ..	1,776 0	
<i>Licenses.</i>			Railway latrines ..	840 0	
Refund of stamp duties ..	1,480 0		Hire of hearse ..	20 0	
Opium ..	1,416 0	2,896 0	Sundries ..	180 0	
<i>Rents.</i>			Private water service ..	348 0	3,166 0
Meat market rent ..	1,080 0		Total ..	25,203 61	
Fish market rent ..	240 0				

## EXPENDITURE.

	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
Interest and sinking fund on loans ..	—	1,287 0	Cost of audit ..	100 0	
<i>Cost of Administration.</i>			Remuneration to assessors ..	30 0	
Secretary and Inspector ..	900 0		Commission to collectors ..	419 0	
Cattle pound and slaughter-house cooly ..	150 0		Tom-tom beaters ..	10 0	
Peon ..	180 0		Fees for branding carts ..	20 0	
Watcher ..	180 0		Police tax on Local Board property ..	—	
Cemetery-keeper and cooly ..	360 0		Value of tin plates ..	70 0	
Caretaker, Infectious Diseases Hospital ..	63 0		Allowance for writing out assessment notices and receipts ..	48 0	2,836 69
Contribution towards salary of clerk, Local Board, Kachcheri ..	144 0		<i>Sanitation.</i>		
Contribution towards salary of bookbinder, Kachcheri ..	—		Scavenging ..	1,267 50	
Stationery ..	70 50		Latrine conservancy ..	1,195 0	
Printed forms ..	92 19		Private latrine conservancy ..	3,080 0	
			Disinfectants ..	100 0	
			Flushing drains ..	—	
			New latrines ..	—	
			Miscellaneous ..	100 0	5,742 50

	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
<i>Lighting.</i>					
Lamp lighter ..	150 0		Market, upkeep	200 0	
Value of oil, repairs, &c. ..	1,430 0		New buildings, recreation		
Purchase of lamps ..		1,580 0	ground, earth to the swamp	2,500 0	5,090 0
<i>Police.</i>					
Dog collars ..	10 0		<i>Miscellaneous.</i>		
Seizing and destroying stray dogs ..	40 0		Postage ..	40 0	
<i>Public Works.</i>			Advertisements ..	100 0	
Tools and stores ..	100 0	50 0	Unforeseen charges ..	340 0	480 0
Water supply ..	260 0		17,066 19		
Buildings, upkeep of ..	470 0		Probable balance on December 31, 1910 ..		
Roads ..	400 0		8,137 42		
Drains and culverts ..	1,000 0		Total ..		
Upkeep of cemetery ..	160 0		25,203 61		

Local Board Office,  
Nawalapitiya, January 29, 1910.

J. P. LEWIS, Chairman.  
MASS RAHIM, Secretary.  
JOHN AYMER, Member.

### LOCAL BOARD OF GAMPOLA.

#### Statement of Probable Revenue and Expenditure of the Local Board of Gampola for 1910.

REVENUE.					
	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
<i>Heads of Receipts.</i>					
<i>Taxes.</i>					
Property rates ..	3,115 80		Cemetery fees ..	75 0	
Property rates—arrears ..	932 76		Royalty on sand ..	20 0	
Thoroughfares Ordinance collections ..	2,870 0		Rent of road reservation ..	29 0	
Water-rate ..	1,863 56		Private water service ..	60 0	
Water-rate—arrears ..	565 65		Dry earth closet charges ..	200 0	3,539 0
Animals and vehicles ..	200 0		<i>Fines.</i>		
Dogs ..	80 0		Police Magistrate ..	75 0	
Government contribution in lieu of local rates ..	304 0	9,931 77	Cattle trespass ..	25 0	
<i>Licenses.</i>					
Refund of stamp duty ..	1,750 0		Road tax defaulters ..	100 0	200 0
Opium ..	5,392 0		<i>Miscellaneous.</i>		
Other ..	225 0	7,367 0	Sale of dog collars ..	2 50	
<i>Rents.</i>					
Meat market rent ..	1,320 0		Hire of hearse ..	25 0	
Mutton market rent ..	480 0		Sundries ..	50 0	77 50
Fish market rent ..	150 0		21,115 27		
Pasture rent ..	5 0		Balance on December 31, 1909 ..		
Cattle pound and slaughter-house fees ..	1,200 0		8,477 63		
Total .. 29,592 90					
EXPENDITURE.					
	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
<i>Heads of Expenditure.</i>					
Interest and sinking fund on loans ..		1,716 0	Allowance for clerical assistance ..	36 0	
<i>Cost of Administration.</i>					
Secretary and Inspector ..	1,200 0		House numbers ..	30 0	3,321 0
Peon ..	180 0		<i>Sanitation.</i>		
Watcher ..	240 0		Scavenging ..	2,000 0	
Cemetery-keeper ..	300 0		Latrine conservancy ..	650 0	
Contribution towards salary of clerk (Kachcheri) ..	144 0		Disinfectants ..	100 0	
Contribution towards salary of assessment clerk (Kachcheri) ..	60 0		Flushing drains ..	300 0	
Stationery and printed forms ..	250 0		Watering streets ..	200 0	
Cost of audit ..	106 0		Nuisance watcher ..	150 0	3,400 0
Remuneration to assessors ..	30 0		<i>Lighting.</i>		
Commission to collectors ..	600 0		Lamp lighters ..	300 0	
Tom-tom beaters ..	25 0		Value of oil, &c. ..	1,020 0	
Fees for seizing stray cattle ..	20 0		Purchase of street lamps ..	300 0	1,620 0
Value of tin plates ..	100 0				

	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
<i>Police.</i>			Lawature road	2,000 0	
Dog collars ..	2 0		Recreation ground	200 0	7,570 0
Seizing and destroying stray dogs ..	75 0	77 0	<i>Miscellaneous.</i>		
<i>Public Works.</i>			Law expenses	40 0	
Tools and stores ..	500 0		Postage ..	50 0	
Water supply ..	620 0		Advertisements	50 0	
Upkeep of buildings ..	350 0		Ordinances and plans	50 0	
Upkeep of roads ..	1,200 0		Unforeseen charges	50 0	240 0
Drains and culverts ..	1,500 0				17,944 0
Upkeep of cemetery ..	400 0		Probable balance on December 31, 1910		11,648 90
Upkeep of markets ..	150 0				29,592 90
Alterations to vegetable market ..	200 0		Total ..		
Sewage farm ..	300 0				
Purchase of night soil cart ..	150 0				

Local Board Office,  
Gampola, January 29, 1910.

J. P. LEWIS, Chairman.  
ERNEST G. JONKLAAS, Member.