

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 HONITON RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE HONITON 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 Honiton Estate, situate in the Kelani Valley District, containing in extent 275 acres 3 roods and 33 12/100 perches or thereabouts.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.

- (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to, or subsidize such.
- (f) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
- (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
- (h) To lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat; and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, 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, India, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere, which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (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.
- (2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.

- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "persons" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into Thirty thousand (30,000) shares of Ten Rupees (Rs. 10) 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.
HARRY CREASY, Colombo, May 13, 1910	One
W. HENRY FIGG, Colombo, May 13, 1910	One
G. LIONEL COX, Colombo, May 13, 1910	One
W. SHAKESPEARE, by his Attorney HERBERT BIBBY, Colombo, May 13, 1910	One
N. MURRAY, Colombo, May 13, 1910	One
E. R. WALDOCK, Colombo, May 13, 1910	One
HERBERT BIBBY, Colombo, May 13, 1910	One

Witness to the above signatures this 13th day of May, 1910:

L. DES CLAYES.

ARTICLES OF ASSOCIATION OF THE HONITON RUBBER COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The word "Company" means "The Honiton 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 a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

4. The original capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into Thirty thousand shares of Ten Rupees (Rs. 10) each.
5. The Directors may, with the sanction of a special resolution 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 of the Company.

SHARES.

8. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.
9. If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by instalments; every such instalment shall, when due, be paid to the Company by the holder of the shares.
10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.
11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of assets of the Company, and with a special or without any right of voting.
Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.
12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company may from time to time direct.
13. Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies.
14. Shares may be registered in the name of two or more persons not in partnership.
15. Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but the Shareholder whose name stands first on the register, and no other, shall be entitled to the right of voting and of giving proxies and all other advantages conferred on a sole Shareholder.
16. In case of the death of any one or more of the joint-holders of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.
17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 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 moneys unpaid on their shares, and not by the conditions of allotment made payable at fixed times, provided that 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 as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which some advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, six per centum per annum.

TRANSFER OF SHARES.

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 and fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer, upon payment whereof the Directors, subject to the powers vested in them by Article 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, 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. 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 resolution 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 Fifty Thousand Rupees.

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 money 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.

30. 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 account, 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 attention 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 two 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 shares held by him up to ten, and an additional vote for every ten shares beyond the first ten.

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.

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 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 Honiton 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 one hundred and fifty shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Two thousand Five hundred 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 William Henry Figg, George Lionel Cox, and James Patrick Anderson, 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, 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. 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. The Directors, subject to the approval of a General Meeting, may from time to time at any time subsequent to the second Ordinary General Meeting increase or reduce the number of Directors, and may also, subject to the like approval, determine in what rotation such increased or reduced number is to go out of office.

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

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

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 except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof, such attestation on the part of the Secretaries, in the event of a firm being the Secretaries, being signified by a partner of the said firm signing for and on behalf of the said firm as such Secretaries, or any person authorized to sign for the said firm by a power of attorney.

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, provided three-fourths of Shareholders agree, 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. 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 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 thereof 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 Shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorized by the Directors or by a resolution of the Company in General Meeting.

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 extension of the property or plant of the Company or any part thereof, or for any other purpose 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 effect or any part thereof shall be made by the Directors under the powers hereby 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 13th day of May, 1910.

HARRY CREASY, Colombo, May 13, 1910.

W. HENRY FIGG, Colombo.

G. LIONEL COX, Colombo.

W. SHAKESPEARE, by his Attorney HERBERT BIBBY, Colombo

N. MURRAY, Colombo.

E. R. WALDOCK, Colombo.

HERBERT BIBBY, Colombo.

Witnesses to the above signatures :

L. DES CLAYES.

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF THE CEYLON ESTATE PURCHASE AND DEVELOPMENT COMPANY, LIMITED.

1. The name of the Company is "THE CEYLON ESTATE PURCHASE AND DEVELOPMENT COMPANY, LIMITED."
2. The registered office of the Company is to be established at Hatton House, Hatton, Ceylon.
3. The objects for which the Company is established are :—
 - (1) To purchase and acquire the property known as Deniston, situated in the Pasdun korale of the Kalutara District, Ceylon; and the property known as Dicklande, situated in the same korale.
 - (2) To purchase, take on lease, or in exchange, hire, or otherwise acquire any estate or estates, land or lands in Ceylon or elsewhere, and any rights of way, water rights, and other rights, privileges, and easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable of any kind, or any share or shares thereof, or interest therein.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable estate, or property and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce rubber, tea, coffee, coconuts, cinchona, cacao, cardamoms, rhea, ramie, plants, trees, and other natural products or produce of any kind in Ceylon or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; and to buy, sell, export, import, trade, and deal in rubber, tea, coffee, and other products, wares, merchandize, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.

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

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

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

4. The liabilities of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees divided into Forty thousand shares of Twenty-five Rupees each.

The capital of the Company may be increased or reduced in manner specified in the Articles of Association, and provided by law. And the shares forming the capital (original, increased, or reduced) of the Company may be sub-divided, or consolidated, or divided into such classes, with any preferential, deferred, qualified, special or other rights, privileges, or conditions attached thereto, and be held upon such terms, as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectfully 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.
WALTER BEATY PATERSON, Hatton	One
PERCY EDGAR D'ESTERRE, Agrapatana	One
SIDNEY HERBERT HAYES, Lethenty, Hatton	One

Witness to the above signatures at Hatton, this 9th day of May, 1910:

F. LIESCHING,
Proctor, Supreme Court, Hatton.

ALEXANDER CRAIB, Invery, Dikoya	One
SAMUEL PERCY BLACKMORE, Watawala	One

Witness to the signature of S. P. BLACKMORE, at Hatton, this 11th day of May, 1910:

F. LIESCHING,
Proctor, Supreme Court, Hatton.

LEONARD CROSS BUCHANAN, Lindoola Estate, Talawakele	One
ROBERT WATT KERR, Glasgow Estate, Agrapatana	One

Witness to the signatures of A. CRAIB, L. CROSS BUCHANAN, and R. WATT KERR, at Hatton, this 16th day of May, 1910:

F. LIESCHING,
Proctor, Supreme Court, Hatton.

ARTICLES OF ASSOCIATION OF THE CEYLON ESTATE PURCHASE AND DEVELOPMENT COMPANY, LIMITED.

It is agreed as follows:—

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

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

INTERPRETATION.

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

Company.—The word "Company" means "The Ceylon Estate Purchase and Development Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

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

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

Month.—“Month” means a calendar month.

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

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

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

BUSINESS.

4. *Commencement of business.*—The Company shall purchase and acquire the estates known as Deniston and Dicklande, respectively, situate in the Kalutara District of Ceylon; and generally proceed to carry out the objects for which it is established, and employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit.

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

CAPITAL.

6. *The Capital.*—The nominal capital of the Company in One million Rupees divided into Forty thousand shares of Twenty-five Rupees each.

INCREASE OF CAPITAL.

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

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

REDUCTION OF CAPITAL.

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

ALTERATION OF CAPITAL.

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

DIFFERENT CLASSES OF SHARES.

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

PREMIUM ON SHARES.

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

CALLS AND INSTALMENTS.

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

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

ORIGINAL SHARES.

14. *Original issue.*—Of the original issue of sixteen thousand shares, a portion shall be issued to the vendor of the said estates known as Deniston and Dicklande, in part payment of the purchase price payable to him. The remainder shall be issued at the discretion of the Directors, and either at one time, or from time to time, as they think advisable. And the Directors may make arrangements on the issue of such shares, or thereafter, 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; and may make calls on all the part paid shares of any such issue, or on such proportion of them as they think proper.

15. *Further issues.*—The Company may from time to time, and until the whole of the Capital of the Company is called up, authorize a fresh issue of shares, on such terms and conditions as the General Meeting authorizing such issue, or any other General Meeting of the Company, shall direct, and if no such direction shall be given, as the Directors shall determine. Provided that any further shares issued during 1910 and not allotted in payment or part payment of the purchase consideration for any estate or estates, shall be offered in the first instance to the original Shareholders of the Company, whether they are still registered as Shareholders or not, and no premium shall be added to the shares so offered. Such shares shall be offered to such original Shareholders as nearly as possible in proportion to the shares originally allotted

to them; and such offer shall be made by notice in writing to each such original Shareholder, specifying the number of shares of the fresh issue to which he is entitled, and limiting the time within which the offer will have to be accepted, and after the expiry of such time the Directors shall be at liberty to deal with any shares, the offer of which has not been accepted within the time limited, in accordance with the provisions of Articles 17 and 18.

NEW SHARES.

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

ARRANGEMENTS ON ISSUE OF SHARES.

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

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

SPECIAL PROVISIONS AS TO SHARES.

19. *Resolutions affecting a particular class of shares.*—If at any time, owing to 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 that class of shares, and such resolution shall be binding upon all the holders of shares of that class, provided that this Article shall not be read as implying the necessity for such consent in any case, in which, but for this Article, the object of the resolution could have been effected without it.

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

GENERAL PROVISIONS AS TO SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF SHARES.

33. *Exercise of rights.*—No person shall exercise any rights of a 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.

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

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

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

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

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

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

40. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 38, 39, and 41, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SHARES (SURRENDER AND FORFEITURE).

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

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

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

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

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

49. *Surrendered or forfeited shares to be property of Company and may be sold, &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.

50. *Effect of surrender or forfeiture.*—The surrender or forfeiture of a share shall involve the extinction of all interest in, and 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 rights (if any) as are expressly saved by these Articles.

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

52. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such 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 49 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

CALLS.

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

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

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

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

61. *Payment in anticipation of calls.*—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 money due upon the shares held by him beyond the sum actually called up.

BORROWING POWERS.

62. *Power to borrow.*—The Directors shall have power to procure at any time, and from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient, for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving or extending buildings, machinery, or plantations, or otherwise.

The Directors shall also have power 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 amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Ten thousand Rupees (Rs. 1,000), except when the Directors require money temporarily for the purchase of an estate or estates which they may think it advisable to acquire for the Company, and in such case they shall be entitled to borrow or raise from time to time a sum or sums not exceeding One hundred thousand Rupees for a period or periods not exceeding three months.

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

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

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

64. *Declaration as to borrowing powers.*—A declaration under the Company's seal contained in, or endorsed upon, any of the documents mentioned in the last Article, and subscribed by two or more of the Directors, or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Ceylon Estate Purchase and Development Company, Limited.

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

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

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

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

DIRECTORS.

94. *Number of Directors.*—The number of Directors shall never be less than three or more than six.

95. *Their qualification and remuneration.*—The qualification of a Director shall be his holding in his own right shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Rupees (Rs. 1,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Five thousand Rupees (Rs. 5,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

96. *Appointment of first Directors and duration of their office.*—The first Directors shall be Robert Holme Sumner; Scott of Ottery estate, Dikoya; Walter Beatty Paterson of Hatton; Alexander Craib of Invery estate, Dikoya; Henry Edgar D'Esterre of Braemore estate, Agrapatnas; and Henry Scoble Nicholson of Rothschild estate, Pussellawa, all in Ceylon, who shall hold office till the First Ordinary General Meeting, when they shall all retire, but shall be eligible for re-election.

97. *Directors may appoint Managing Director or Directors; his or their remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary or Secretaries, Managing Director or Managing Directors, Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time, and on such terms, as the Directors may determine or fix by agreement with the person or persons appointed to the office, and the Directors may from time to time revoke such appointment, and appoint another or others Secretary or Secretaries, Managing Director or Managing Directors, Visiting Agent or Agents, or Superintendent 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.

98. *Appointment of successors to Directors.*—The General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent General Meeting. The General Meeting may also fill up any other vacancies occurring amongst the Directors.

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

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

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

102. *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.

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

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

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

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

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

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

- (a) If he accepts or holds any office or place of profit other than Managing Director, 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.

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

Exceptions.—No Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director; or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors of the Company. Nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

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

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

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

POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

MINUTES.

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

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

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

COMPANY'S SEAL.

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

ACCOUNTS.

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

139. *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.

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

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

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

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

144. *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.

145. *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 or such persons.

AUDIT.

146. *Accounts to be audited.*—The account 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.

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

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

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

150. *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.

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

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

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

NOTICES.

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

155. *Shareholders to register address.*—Every Shareholder resident in Ceylon 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.

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

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

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

158. *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 the 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.

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

ARBITRATION.

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

EVIDENCE.

161. *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 the call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

162. *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 power 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, Walter Beaty Paterson, Henry Edgar D'Esterre, and Sidney Herbert Hayes, at Hatton, this Ninth day of May, 1910; Samuel Percy Blackmore, at Hatton, this Eleventh day of May, 1910; Alexander Craib Leonard Cross Buchanan, and Robert Watt Kerr, at Hatton, this Sixteenth day of May, 1910.

WALTER BEATY PATERSON.

HENRY EDGAR D'ESTERRE.

SIDNEY HERBERT HAYES.

ALEXANDER CRAIB.

SAMUEL PERCY BLACKMORE.

L. CROSS BUCHANAN.

ROBERT WATT KERR.

Witness to each of the above signatures :

F. LIESCHING, Hatton,
Proctor, Supreme Court.

[Second Publication.]

The Clyde Tea Estates Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of the above Company will be held at its registered office, No. 22, Baillie street, Fort, Colombo, on Saturday, June 11, 1910, at noon.

Business.

To confirm the following resolution passed at an Extraordinary General Meeting of Shareholders of the Company, held on May 19, 1910, at noon, as follows:—

(a) "That the capital of the Company be increased from Rs. 330,000 to Rs. 1,000,000 by the creation of 67,000 shares of Rs. 10 each."

(b) That in lieu of Article 114 of the Company's Articles of Association the following Article be substituted:—

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

2. To appoint an additional Director.

Colombo, May 30, 1910.

LEWIS-BROWN & Co.,
Agents and Secretaries.

The Ceylon Ice and Cold Storage Company, 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, No. 22, Baillie street, Fort, Colombo, on Friday, June 24, 1910, at 3.15 P.M.—

(1) For the purpose of passing (if thought fit) a resolution authorizing the Directors of the Company to purchase as a going concern as from July 1, 1910, the business, property, and assets, including goodwill of the Colombo Plate Ice Manufactory for the sum of Rupees One hundred and Twenty-five thousand (Rs. 125,000), payable in fully paid ordinary shares of Rs. 100 each of the Ceylon Ice and Cold Storage Company, Limited, and on such other terms as the Directors may think fit.

(2) To appoint an additional Director.

By order of the Board,

Colombo, May 30, 1910.

LEWIS BROWN & Co.,
Agents and Secretaries.

Rubber Plantation of Kalutara, 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. 11, Queen street, Colombo, on Friday, June 10, 1910, at 11 A.M., for the purpose of reading and, if agreed, confirming the Minutes of the Extraordinary General Meeting held at noon on Friday, May 6, 1910.

Colombo, May 30, 1910.

BOIS BROTHERS & Co.,
Agents and Secretaries.

Brown & Davidson, Limited.

MINUTE under section 12 of Ordinance No. 6 of 1888 showing the capital of the Company as altered by a Special Resolution passed on January 8, 1910, and confirmed on February 8, 1910, and further confirmed by an order of the District Court of Nuwara Eliya, holden at Hatton, dated May 13, 1910:—

The nominal capital of Brown & Davidson, Limited, is from henceforth Rs. 400,000 divided into 5,000 shares of Rs. 80 each, instead of the original capital of Rs. 500,000 divided into 5,000 shares of Rs. 100 each.

At the time of the registration of this Minute 3,000 shares have been issued, and the full sum of Rs. 80 per share has been and is to be deemed to be paid on each of the said 3,000 shares of Rs. 80 each.

Approved:

E. T. MILLINGTON,
District Judge.

Hatton Hotel Syndicate, Limited (in Liquidation).

NOTICE is hereby given that a Meeting of Shareholders of the above Syndicate will be held at 16, Chatham street, Fort, Colombo, on Monday, July 4, 1910, at 1 P.M., to consider, and, if in order, to pass the Liquidator's account.

Colombo, June 2, 1910.

W. G. WISHART,
Liquidator.

Auction Sale of Valuable Property at Union Place.

In the District Court of Colombo.

G. W. Thompson of Colombo..... Plaintiff.

No. 30,296.

Vs.

(1) Munawira Kankanage Dona Elizabeth and her husband (2) Weliwattage Don Juanis, both of 67, Union place, Slave Island Defendants.

BY virtue of the decree entered in the above action and in terms of the order issued to me by court, I shall sell by public auction at the spot at 11 A.M. on Saturday, June 25, 1910:—

All that lot marked A and coloured yellow in the plan No. 482, dated September 29, 1906, made by H. G. Dias, Licensed Surveyor, which said lot marked A is a portion of the premises bearing assessment No. 67, Union place, Slave Island, Colombo, containing in extent 22 40/100 square perches, declared especially bound and executable for the recovery of the sum of Rs. 6,500, with interest at 10 per cent. per annum from November 20, 1909, till March 18, 1910, and thereafter on the aggregate at 9 per cent. per annum, and costs of suit.

For further particulars apply to J. N. Keith, Esq., Proctor, Supreme Court, Colombo, or to—

6, Hulftsdorp.

C. E. KARUNARATNA,
Auctioneer.

Auction Sale of Lands near Nugegoda Station.

In the District Court of Colombo.

W. Hendrick Boteijoe.....Plaintiff.
No. 30,217. Vs.

Egodage Edward William Perera Dissenayake,
Fiscal's Officer of Pagoda Defendant.

IN terms of the decree in the above action and the order issued to me by court, I shall sell the under-mentioned lands by public auction at the respective spots at the hours mentioned below :—

On Saturday, June 25, 1910, at 4 P.M.

(a) Ambalamewatte alias Delagahawatta with the building thereon, situated at Nugegoda, close to railway station, in extent 1 acre 2 roods 14 25/100 perches.

At 4.30 P.M.

(b) Undivided 1/2 share of Kadjugahaowita with buildings, situate at Pagoda, close to Nugegoda, containing about 12 kurunies paddy sowing extent.

At 5 P.M.

(c) Undivided 1/2 of 1/2 share of Delgahawatta and undivided 1/2 share of the building thereon, situate at Pagoda aforesaid, containing in extent 14 acres 9 perches.

The above premises are declared specially bound and executable for the recovery of the sum of Rs. 3,535.83, with interest on Rs. 2,500 at 20 per cent. per annum from December 18, 1909, to February 25, 1910, and thereafter on the aggregate at 9 per cent., and cost of suit.

For further particulars apply to G. L. Cooray, Esq., Proctor, Colombo, or to—

6, Hulftsdorp.

C. E. KARUNARATNA,
Auctioneer.

Auction Sale.

In the District Court of Negombo.

(1) S. Paul Silva, (2) S. Marthelis Silva Plaintiffs

No. 7,675. Vs.

S. Pabiline Silva Hamine of Mellawagedara.... Defendant.

IN terms of the decree in the above action and the order at the spot at 11 A.M. on Monday, June 27, 1910, the premises mentioned below, declared specially bound and executable for the recovery of the sum of Rs. 8,834 with interest thereon at per cent. per annum from August 26, 1909, and costs of suit, viz. :—

Undivided 1/12 share of the land consisting of two contiguous lots called Dunayahena and Siyambalagahahena, situated at Paragoda and Dinedeniya in Yatigaha pattu of the Hapitigam korale, Negombo District, containing in extent 330 acres.

For further particulars apply to H. A. Jayatileke, Esq., Proctor, Negombo, or to—

6, Hulftsdorp, Colombo.

C. E. KARUNARATNA,
Auctioneer.

ARTHUR HECTOR GOONETILLEKE, 1061/15 Raja
Villa, Kollupitiya, Colombo, shall, six weeks hence, apply to the Honourable the Chief Justice and the Justices of the Honourable the Supreme Court of the Island of Ceylon to be admitted and enrolled an Advocate of the said Court.

Colombo, May 31, 1910.

A. H. GOONETILLEKE.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

THE postponed sales of the following properties, seized for non-payment of consolidated rate and previously advertised for sale, will take place as shown below. Sales to commence at 7 A.M. each day :—

No.	Premises.	Original Date fixed for Sale.	Date now fixed.
17	Church street	May 14, 1910	June 11, 1910
18	Do.	do.	do.
28	Do.	do.	do.
29	Do.	do.	do.
30	Do.	do.	do.
78	Do.	do.	do.
1187	Mattakuliya	May 4, 1910	do.
1-1	Kollupitiya road	May 7, 1910	June 13, 1910
14 and 15	First Gabo's lane	May 28, 1910	June 17, 1910
43-48A	Kew street	May 18, 1910	June 20, 1910
1 to 3	Malay street	May 12, 1910	June 21, 1910
19 and 20	Java lane	May 19, 1910	do.
3028-263	Alutmawata	May 26, 1910	June 27, 1910
1965-57A	Wall street	May 28, 1910	June 30, 1910
1966-57AA	Do.	do.	do.
1967-54	Do.	do.	do.
1968-55	Do.	do.	do.
1969-56	Do.	do.	do.
27	Malay street	May 13, 1910	July 1, 1910
28	Do.	do.	do.
52 and 52A	Do.	do.	do.
66	Do.	do.	do.
2 and 3	Glennie street	do.	do.
16 and 17	Do.	do.	do.
7	Java lane	do.	do.
27	Church street	do.	do.
50/51	Do.	do.	do.
74, 77, and 81	Do.	do.	do.
12 and 15	Stewart street	do.	do.
2-8 and 9	Leechman lane	do.	do.

The Municipal Office,
Colombo, May 31, 1910.

R. R. DUNUWILLE,
Secretary.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Special Meeting of the Municipal Council of Kandy, held at the Town Hall on Monday, May 16, 1910, at 5 p.m., summoned in accordance with Notice dated May 11, 1910, to pass a Vote of Grief and Condolence on the occasion of the lamented Death of His Most Gracious Majesty King Edward the Seventh.

Present :—The Hon. Mr. R. B. Hellings, Chairman; Mr. N. E. Beven; Mr. E. L. Wijegoonewardene; Mr. W. C. Price; Mr. R. W. Jonklaas; Mr. V. M. Saravanamuttu.

Pursuant to notice, the Chairman moved—The Municipal Council of Kandy has received with the deepest feelings of sorrow the grievous news of the death of His Most Gracious Majesty King Edward the Seventh, and desires on behalf of the inhabitants of Kandy to tender most respectfully its heartfelt sympathy with His Most Gracious Majesty King George the Fifth and the other members of the Royal Family in the calamity that has befallen them.

The motion was unanimously carried in solemn silence, all the Members standing with heads bowed.

Confirmed, this 21st day of May, 1910 :

R. B. HELLINGS,
Chairman.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on April 16, 1910, at 8.30 a.m., in accordance with Notice dated April 12, 1910.

Present :—Mr. E. Beven; Mr. E. L. Wijegoonewardene; Mr. S. A. Owen; Mr. R. W. Jonklaas; and Mr. V. M. Saravanamuttu.

In the absence of the Chairman, on the motion of Mr. Owen, which was seconded by Mr. Jonklaas, Mr. Beven was voted to the chair.

1. The Minutes of Proceedings of the Meeting held on March 19 having been previously submitted to the Chairman for his approval, and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

- (a) Statements of Receipts and Expenditure from close of 1909 to March 31, 1910, on account of the Municipal Fund, comprising the (No. 1) General Revenue and Consolidated Rate (Police and Lighting) and (No. 2) Water Rate Accounts.
- (b) Progress Report of Works brought up to the same date.
- (c) Health Officer's Report for March.
- (d) Statement of Cases instituted by the several Inspectors and of Work done by the Municipal Magistrate during the month of March.
- (e) The Reservoir Readings for March.

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

3. The following papers were laid on the table :—Reports by the several Inspectors on Laundries, Bakeries, Dairies, Standpipes, and House Service taps inspected during March.

4. Correspondence :—

(1) Letter No. 6 of March 18 from the Hon. the Colonial Secretary intimating that the Council may, if they so desire it, pay to Government the proceeds of the sale of the Hermitage bungalow and grounds in reduction of their debt.

Resolved—That the proceeds be placed in the Mercantile Bank in the fixed deposit.

(2) Letter No. 1,153 of April 14, 1910, from the General Manager, Ceylon Government Railway, intimating that the matters complained of re railway facilities will be borne in mind when next the time table is being revised.—Read.

5. Report of Special Committee on Objections to Assessment.—Moved by Mr. Beven, seconded by Mr. Saravanamuttu that the report be adopted.—Carried.

6. Recommendations of Standing Committees :—

A.—(1) That Mr. A. G. Fraser be allowed, on payment of a nominal rent of cents 25 a year, the use of the Municipal school room at Mahaiyawa to run a school for the cool children.

(2) That the following Colombo Municipal Council by-law be adopted :—

“The driver of every cart, the body of which is not supported on springs, shall while driving keep the cart as near as possible to the left hand edge of the road in the direction in which the cart is proceeding. He shall not drive his bullock or bullocks at a greater pace than a walk, and shall not pass or attempt to pass any similar cart proceeding in the same direction as his own cart, unless that similar cart is halted. He shall not halt his cart at right angles to the road.”

C.—(3) That Mr. B. de Silva be allowed to renew for five years the lease of the grass land at the head of the recreation ground at Rs. 45 a year.

(4) That the sum of Rs. 135 due for old rails to mark the boundaries of (1) land sold to Hon. Mr. S. C. Obeyesekere and (2) portion excluded from the lease of Roseneath and amalgamated estates be paid.

(5) That the post of Head Overseer carry in future an initial salary of Rs. 600 a year rising by biennial increments of Rs. 100 a year to Rs. 1,000 a year.

(6) That the Inspectors be each allowed four pairs of boots for the year.

(7) That the following assessments be sanctioned :—

994, Peradeniya road, Rs. 90 ; 995, Peradeniya road, Rs. 90 ; 996, Peradeniya road, Rs. 90 ; 5, 6, and 7, Uda Talwatta, R. 50.

(8) That rates on No. 7, Cross street, be waived.

D.—(9) That the following estimates be sanctioned :—

(a) Enclosing the latrines near the Police Court with brick walls, Rs. 275 ; (b) building a drain in Lady Torrington's road, Rs. 814 ; (c) fitting the new vegetable market with electric, Rs. 150.

Proposed by Mr. Wijegoonewardene, seconded by Mr. Saravanamuttu, that the recommendations be adopted.—

Carried.

Mr. Jonklaas voted against the adoption of recommendation 9 (b).

Confirmed, this 21st day of May, 1910 :

R. B. HELLINGS,
Chairman

Statement of Receipts and Disbursements to March 31, 1910.

No. 1.—GENERAL REVENUE AND ASSESSMENT TAX ACCOUNT.

REVENUE.	Estimated Amount.		Receipts.		EXPENDITURE.	Estimated Expenditure.		Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Balance from 1909 ..	—		58,001	45	Cemetery account—wages, &c. ..	1,000	0	173	0
Cemetery account—fees and graves ..	1,100	0	157	50	Commutation rate—establishment and sundries ..	1,450	0	267	75
Commutation rate ..	13,000	0	6,379	50	Government loans—repayment ..	1,962	45	—	—
Interest ..	1,000	0	838	90	House of shelter—wages, &c. ..	222	87	31	40
Judicial account—fines ..	4,000	0	773	75	Interest to Government and bank ..	1,144	62	—	—
Lake silt—Government contribution ..	3,000	0	3,000	0	Judicial account—establishment and printing ..	1,808	0	234	40
Licenses ..	19,182	0	6,703	50	Lake silt—clearing of ..	3,000	0	173	67
Miscellaneous receipts ..	600	0	244	82	Legal expenses ..	500	0	—	—
Public market—rents ..	18,800	0	5,070	55	Licenses—printing and advertising ..	80	0	150	16
Rents ..	2,130	0	282	25	Miscellaneous charges ..	2,500	0	491	10
Registration of dogs ..	450	0	156	73	Office charges—establishment and sundries ..	12,821	53	2,088	71
Stamp duties ..	14,085	0	42	75	Pensions ..	1,573	50	267	75
Scavenging—bucket fees ..	14,350	0	3,159	70	Public market—establishment, lighting, &c. ..	4,496	0	951	28
Slaughter-houses—fees ..	7,200	0	1,768	37	Rents—expenses on account cattle shed and Town Hall ..	935	0	330	74
Taxes on vehicles and animals ..	3,015	0	2,345	7	Registration of dogs—seizing and feeding ..	1,000	0	478	37
Tolls ..	25,468	0	6,336	25	Stamp duties—branding carts, &c. ..	720	0	—	—
Public works—Government contribution, &c. ..	2,150	0	1,432	50	Sanitation—establishment and sundries ..	10,075	0	1,398	81
Sundry receipts ..	—		—		Scavenging ..	38,754	32	6,695	58
					Slaughter-house—establishment, grass, &c. ..	2,514	0	558	16
					Taxes—expenses on account vehicles and animals ..	100	0	18	8
					Time charges—wages, powder, &c. ..	200	0	60	0
					Tolls charges—rent of boats and approaches ..	360	0	20	42
					Public works ..	49,879	21	6,623	40

Assessment Tax Account.

Arrears ..	10,000	0	6,110	44
Assessment tax, 1910 ..	32,000	0	647	40
Sundry receipts ..	—		63	9

Arrears—commission, &c. ..	500	0	85	44
Assessment tax charges ..	1,465	0	134	40
Maintenance of police ..	14,500	0	—	—
Street lighting ..	21,800	0	5,588	13
Street names and house numbers ..	400	0	19	3
Sundry disbursements ..	—		65	52

Advance account ..	171,530	0	103,514	52
	—		1,425	86
Total ..	171,530	0	104,940	38

Advance account ..	175,761	50	26,884	30
	—		3,109	50
Total ..	175,761	50	29,993	80

Deposit Account.

	Estimated Receipts.		Disbursements.	
	Rs.	c.	Rs.	c.
Balance brought forward ..	3,513	70		
Securities and sundry deposits ..	1,679	90	2,041	70
Miscellaneous ..	399	20	337	30
Total ..	5,592	80	2,379	0
Grand Total ..	110,533	18	78,160	38
Grand Total ..	110,533	18	110,533	18

	Estimated Expenditure.		Disbursements.	
	Rs.	c.	Rs.	c.
Securities ..	—		2,041	70
Miscellaneous ..	—		337	30
Total ..	—	—	2,379	0
Balance carried forward ..	—	—	78,160	38
Grand Total ..	—	—	110,533	18

No. 2.—WATER-RATE ACCOUNT.

REVENUE.	Estimated Amount.		Receipts.	
	Rs.	c.	Rs.	c.
Balance from 1909 ..	—		55,479	55
Arrears ..	7,400	0	4,069	71
Water-rate, 1910 ..	29,750	0	786	73
Fairland and Roseneath ..	1,000	0	—	—
Water service account ..	4,750	0	1,118	76
Sundry receipts ..	2,950	0	1,567	89
Total ..	45,850	0	63,022	64

EXPENDITURE.	Estimated Expenditure.		Disbursements.	
	Rs.	c.	Rs.	c.
Arrears—commission, &c. ..	250	0	62	5
Water-rate charges ..	5,733	1	860	3
Interest and sinking funds ..	18,154	43	—	—
Waterworks maintenance ..	4,892	0	462	60
Water service account ..	2,700	0	1,538	80
Sundry disbursements ..	—		57	50
Extension of water supply ..	5,000	0	—	—
Diversion of Hermitage stream ..	—		408	86
Fairland and Roseneath ..	—		55	5
Balance carried forward ..	—		59,577	75
Total ..	36,729	44	63,022	64

Kandy, May 25, 1910.

VIVIAN PEREIRA, A.N.F.A. (LOND.), Accountant.

DEPOSIT ACCOUNT, MARCH 31, 1910.

	Remaining on December 31, 1909.	Receipts to the month of March, 1910.	Total.	Disbursements to the month of March, 1910.	Remaining on March 31, 1910.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Securities ..	3,191 30	1,679 90	4,871 20	2,041 70	2,829 50
Miscellaneous ..	322 40	399 20	721 60	337 30	384 30
	<u>3,513 70</u>	<u>2,079 10</u>	<u>5,592 80</u>	<u>2,379 0</u>	<u>3,213 80</u>

Kandy, May 25, 1910.

VIVIAN PEREIRA, A.N.F.A. (Lond.),
Accountant.

Progress Report of Works done brought up to March 31, 1910.

Estimate No.	Heads of Expenditure.	Amount voted for the Year.	Expenditure.		Total Expenditure.	Unexpended Balance.
		Rs. c.	March, 1910. Rs. c.	Up to March, 1910. Rs. c.	Rs. c.	Rs. c.
1	Upkeep of pavements ..	2,635 50	160 85 ^a	493 78	654 63	1,980 87
2	Town streets ..	8,300 0	100 17 ^b	804 97	905 14	7,394 86
3	Alutgantota and Lady Anderson's roads ..	999 0	44 76 ^c	182 66	297 42	701 58
4	Udawattekele roads ..	2,200 0	35 0 ^d	274 11	309 11	1,890 89
5	Halloluwa, Bahirawakanda, Hos- pital, and Huduhumpola roads ..	1,900 0	—	249 70	249 70	1,650 30
6	Municipal buildings ..	2,160 0	147 69 ^e	166 7	314 46	1,845 54
7	Watering streets ..	1,000 50	213 87 ^f	328 2	542 13	458 37
8	Market buildings ..	1,800 0	33 97 ^g	37 47	71 44	1,728 56
9	Ornamental plants ..	496 0	90 12 ^h	131 5	221 66	274 34
10	Tools ..	600 0	19 30 ⁱ	182 51	201 87	398 13
11	Bathing and dhobies' tanks ..	155 0	—	—	—	155 0
12	Recreation ground and esplanade ..	1,000 0	33 77 ^j	97 10	130 87	869 13
13	Sundry minor works ..	400 0	4 92 ^k	59 34	642 6	335 74
14	Repairs to cemetery-keeper's house ..	50 0	—	—	—	50 0
15	Wace park ..	435 0	15 66 ^l	40 49	56 15	378 85
16	Recreation ground improvement ..	1,540 0	134 68 ^m	171 8	306 49	1,233 51
17	Repairs to carriage and ricksha stands ..	100 0	—	—	—	100 0
18	Building barrel drains ..	2,209 60	—	—	—	2,209 60
19	Concreting pavements ..	566 0	—	—	—	566 0
20	Public seats, maintenance ..	175 0	—	7 47	7 47	167 53
21	Clearing silt from Meda-ela ..	200 0	193 99 ⁿ	14 4	208 48	—
22	Constructing a set of cooly lines ..	3,129 50	140 0 ^o	—	140 0	2,989 50
23	Lady Blake's drive ..	570 0	—	65 85	65 85	504 15
24	Egg-shaped drain, Katugastota road ..	3,546 75	414 45 ^p	180 6	595 14	2,951 61
25	Improvements to office ..	1,192 86	230 52 ^q	133 9	364 42	828 44
26	New carpenters' shed ..	540 0	108 0 ^r	—	108 0	432 0
27	Cement concreting bed of Meda-ela ..	193 50	—	34 7	34 7	159 43
28	Building drains opposite jail ..	920 0	60 0 ^s	37 0	97 0	823 28
29	Drainage ..	10,000 0	—	—	—	10,000 0
30	Room at Katukele school ..	600 0	—	—	—	600 0
24/09	Retaining wall, Bahirawakande road ..	49 84	—	—	—	49 84
29/09	Vegetable market ..	104 87	3 70 ^t	1 20	4 90	99 97
34/09	Incinerator for burning rubbish ..	1,099 31	123 27 ^u	209 77	334 4	765 26
35/09	New Lewelle road ..	869 81	8 92 ^v	683 82	692 74	177 7
36/09	Drains at back of public offices ..	3,994 19	929 87 ^w	98 67	1,028 54	2,965 65
38/09	Boat house ..	781 72	240 44 ^x	424 43	664 87	116 85
41/09	Fence round Ward statue ..	520 1	184 94 ^y	188 75	373 69	143 32
	Diversion on stream ..	1,716 15	34 21 ^z	485 52	519 73	1,196 42
A	Clearing vegetation ..	300 0	—	97 48	97 48	202 52
B	Clearing silt from side drains ..	500 0	—	3 0	3 0	497 0
C	Opening and covering in pits ..	2,880 0	194 48 ^{aa}	457 95	652 43	2,227 57
D	Ferry approaches ..	260 0	—	—	—	260 0
E & F	Ferry boats ..	100 0	—	20 42	20 42	79 50
G	House of shelter ..	222 87	13 20 ^{bb}	31 40	44 60	178 27
H	Maintenance of waterworks ..	4,746 0	282 76	464 73	747 49	3,998 58
I	Maintenance of two fountains ..	80 0	—	0 58	0 58	79 42
	Scavenging streets ..	14,727 32	1,244 85	2,701 78	3,946 63	10,780 69
	Extension of waterworks ..	5,743 0	—	—	—	5,743 0
	Fire engine ..	175 0	13 12	32 14	45 26	129 74
	Lake silt ..	3,000 0	136 79	173 67	310 46	2,689 54
	House service ..	1,600 0	150 41	1,303 64	1,454 5	145 95

(a) 16 manhole covers made and 11 repaired Rs. 24.27, gratings cleared Rs. 18.50, 599 yards barrel drain cleared of silt Rs. 89.82, cost of 3 barrels cement Rs. 28.26 = Rs. 160.85.

(b) $7\frac{1}{2}$ cubes metal transported Rs. 9'37, $4\frac{1}{2}$ cubes gravel transported Rs. 5'62, weeded Victoria drive Rs. 6'75, tools repaired Re. 1'55, gravel spread Re. 1'12, 11 cubes gravel screened for path round bund Rs. 8'56, 50 mamoty and pickaxe handles cut Rs. 3'83, $8\frac{3}{4}$ cubes metal spread Rs. 27'02, cost of materials Rs. 37'15 = Rs. 100'17.

(c) $1\frac{1}{2}$ mile sides reduced Rs. 8'65, $1\frac{1}{2}$ miles deepened and cleared side drains Rs. 5'06, cut and cleared jungle Rs. 4'84, proportionate charge of store and line watcher Rs. 52'96, repaired culverts Rs. 22'26, cost of materials Rs. 21 = Rs. 114'76.

(d) Forest Overseer's pay for February = Rs. 35.

(e) Latrines repaired Rs. 28, whitewashed walls and shifted tiles, Peradeniya toll-house, Rs. 15'54, whitewashed latrines 5 squares Rs. 2, and 11 squares slaughter-house Rs. 4'40, shifted tiles, Town Hall, Rs. 16'47, cost of lime and tiles Rs. 46, cost of 6 signboards Rs. 12, whitewashed and repaired roof Rs. 29'72, cost of materials Rs. 5'56 = Rs. 147'69.

(f) Wages of bullocks Rs. 163'75, water carts repaired Rs. 13'12, cost of materials Rs. 37 = Rs. 213'87.

(g) Repaired market floor and roof Rs. 7'85, 9 squares whitewashed Rs. 3'60, made 3 blocks for cutting fish on Rs. 2'60, cost of materials Rs. 19'92 = Rs. 33'97.

(h) Repaired 1 tree guard Re. 1'40, trimming trees, watering hedges, pruning, &c., Rs. 34'72, 36 tree guards painted Rs. 54 = Rs. 90'12.

(i) Cost of 16 mamoties Rs. 16'80 and 2 pruning shears Rs. 2'50 = Rs. 19'30.

(j) Wages of watcher and hire of bullocks for mowing machine Rs. 33'35, cost of 1 bottle of coconut oil 42 cents = Rs. 33'77.

(k) Repaired fences Rs. 2'70, excavated trenches Rs. 2'22 = Rs. 4'92.

(l) Cleared and weeded ground and paths = Rs. 15'66.

(m) Cost of diets Rs. 18'74 and wages of extra guards Rs. 53'04, cost of blasting materials Rs. 56'15, loading and blasting stones Rs. 6'75 = Rs. 134'68.

(n) 171'60 cubes silt cleared Rs. 186'49, cost of baskets Rs. 7'50 = Rs. 193'99.

(o) Cost of 10,000 bricks = Rs. 140.

(p) Cost of 12,000 bricks Rs. 168 and 5 carts lime Rs. 35, 7'19 cubes brickwork Rs. 57'60, laying concrete and plastered Rs. 36'36, transported sand Rs. 16'25, made boards to concrete Rs. 2'55 = Rs. 414'45.

(q) Cost of 3 steel joints Rs. 114'62, 2,000 bricks Rs. 28, 11 carts lime Rs. 105, linseed oil 50 cents, turpentine 30 cents, and coconut oil 42 cents, made 2 window frames Rs. 6'32, transported joists Rs. 3'36 = Rs. 230'52.

(r) Cost of 8 old rails = Rs. 108.

(s) Wages of extra guards Rs. 30, cost of materials Rs. 30 = Rs. 60.

(t) Transported 2 cubes gravel Rs. 2'50, levelled ground Re. 1'20 = Rs. 3'70.

(u) Opened road to incinerator Rs. 59'86, erected chimney Rs. 54'44, cost of materials Rs. 8'97 = Rs. 123'27.

(v) Compensation for 8'92 cubes rock = Rs. 8'92.

(w) Laid 825 lineal feet concrete drain Rs. 101'08, laid 14'24 squares rubble paving Rs. 108'83, transported 32'30 cubes metal Rs. 46'78, transported rubble stone Rs. 29'37, wedged 936 stones Rs. 78'63, cost of 4 cubes broken metal Rs. 27, 55'60 cubes earthwork excavated Rs. 57'65, mended chisels Re. 1'30, cost of 45 barrels cement Rs. 423'90, cost of powder and fuse Rs. 11'96 = Rs. 929'87.

(x) Woodwork of roofing Rs. 78'12, encased 10 rail piles in cement concrete Rs. 25'66, transported sand Rs. 2'50, transported timber Re. 1'25, cost of 4 concrete moulds in galvanized iron Rs. 60, cost of 4 barrels cement Rs. 40, cost bolts and nuts, rope, &c., Rs. 32'91 = Rs. 240'44.

(y) Transported 6 stones Rs. 2'44, 120 superficial feet dressed stones Rs. 180, cost of 5 lb. powder Rs. 2'60 = Rs. 184'94.

(z) Built dam Rs. 8'22, and covered pipes with earth Rs. 25'99 = Rs. 34'21.

(a1) Excavated 125'55 cubes earth in pits and covered in pits Rs. 194'48.

(b1) Wages of caretaker = Rs. 13'20.

Municipal Office,
Kandy, May 21, 1910.

G. FRED. BUULTJENS,
Superintendent of Works.

Health Officer's Report for March, 1910.

Scavenging.—The town and suburbs within Municipal limits were kept clean, and the scavenging was satisfactory.

Drainage.—The condition of the drains, I regret to say, was unsatisfactory and insanitary during the month owing to the drought. I am afraid we must be content to put up with this condition of things in connection with the drains till they are taken in hand and thoroughly rebuilt. I would suggest that a special gang of coolies be set apart to look after the surface drains and insanitary spots during hot weather, so that they may be promptly cleaned and disinfected when and where necessary.

Water Supply.—Good, but not sufficient.

Market.—The market was clean and well kept. The vegetable stalls require reconstruction.

Bakeries.—Clean and well kept.

Dairies.—The dairies are in a satisfactory condition.

Laundries.—Generally well kept.

Alleys.—These are regularly limewashed and kept as clean as possible.

Latrines.—Clean and well kept.

Night Soil Depot.—Satisfactory and well kept.

Exposing Sheds and Slaughter-house.—These buildings were in good order and very well kept.

Fish Boutiques.—Frequent inspections were made. No fish unsuitable for food was exposed for sale.

Food Supply.—The food provided in the market and town was of good quality. During the month 490 cattle, 138 buffaloes, 115 sheep, and 289 goats were slaughtered. 5 head of cattle, 2 buffaloes, and 4 goats were rejected during the month as unfit for human food. The following were condemned and buried:—1 liver of a buffalo, 2 livers of goats, 41 lungs of goats.

Public Health.—The health of the town was good; 1 case of measles, 25 cases of chickenpox, 6 cases of enteric fever, and 2 cases of continued fever over seven days' duration were reported. Five of the cases of enteric fever were from the Industrial School; five boys developed fever at about the same time; I have not been able to trace the source of infection; all necessary precautions were taken.

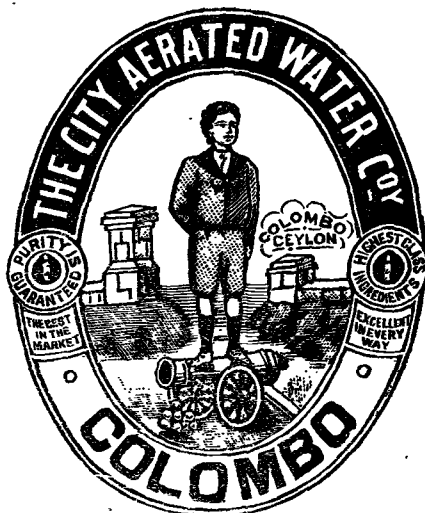
Municipal Office,
Kandy, April 11, 1910.

GEO. P. HAY, L.R.C.P. & S. (Edin.), L.F.P. & S. (Glas.),
Health Officer.

TRADE MARKS NOTICES.

Application No. 465.

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 The City Aerated Water Company of 46, Panchikawatta road, Maradana, Colombo, Aerated Water Manufacturers, 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 mineral and aerated waters, natural and artificial, including ginger beer, in Class 44 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark is the distinctive label.

Registrar-General's Office,
Colombo, June 1, 1910.

P. ARUNACHALAM,
Registrar-General.

Application No. 466.

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. Julius & Creasy of Colombo, Solicitors, have applied for the registration of the following Trade Mark in the name of Actien-Gesellschaft Für Mechanische Holzbearbeitung A. M. Luther, of Reval, in the Empire of Russia, Manufacturers, who claim to be the proprietors thereof in respect of Compound Sheets or Strips of Wood built up of two or more plies of veneers cemented together, and articles made therefrom, such as Barrels, Boxes, Casks, Chair Seatings, and like articles in Class 50 in the Classification of Goods in the above-mentioned Regulations:—

LUTERMA

Registrar-General's Office,
Colombo, June 1, 1910.

P. ARUNACHALAM,
Registrar-General.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted:—

No. 1,129 of April 27, 1910.

Christopher Fassnacht.—"Shipping boxes or cases."

Abstract.—A knock-down box, the side walls being provided with inwardly-facing shoulders abutting against outwardly facing marginal shoulders of the end walls. Stiffening braces extend diagonally across the end walls, interlocking at their ends with the side walls.

Brace wires pass round the box at the ends and middle, and are provided with tongues and eyes to constitute a locking arrangement.

Ten claims: one sheet of drawings.

No. 1,138 of May 18, 1910.

Charles Alexander Henderson.—"Metal-bound box."

Abstract.—A metal-bound knock-down box consisting of sheets of veneer or fiber-board held in a metal binding strip of trough-shaped section.

The strip is bent along the inner side of the trough at points corresponding to the length of the sides of the box, and the divisions have flanges projecting at right-angles, against which the box ends abut.

Four claims: two sheets of drawings.

Colombo, May 30, 1910.

A. F. JOSEPH,
Acting Registrar of Patents.

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 Cinnamon.	Cinchona Chips.	Coconuts.	Copra.	Coconut Oil.	Coconut Pinnac.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Ebony.	Pumbaro.	Coir Rope.	Coir Yarn.	Coir Fibre.	Sapen wood.	Kintu Fibre.	Deer Horns.
COLOMBO.	1910.																					
ss. Hymethus	23-5	Australia	28	237773	20											1315						
ss. Asuta Maru	23-5	London	28	532258	456					4569	2003		62112			121		210	3389			
ss. E. F. Ferdinand.	23-5	China						128573														
ss. Priam	23-5	Straits and China		196118									35776									
ss. Cian Alpine	24-5	London	12	423127																		
ss. Hakata Maru	24-5	Bombay	10	33093				5150								80						
ss. City of Edinburgh	24-5	London		430713	64											488						
ss. Prinz Ethel Fredrick	24-5	Yokohama															85					
ss. Bintang	25-5	Bangkok		7490													280					
ss. Umzinto	25-5	Cape Ports		42523																		
ss. Osterley	25-5	Australia		283104																		
ss. Uganda	25-5	Bombay		1000								100										
ss. Derbyshire	26-5	Rangoon		250																		
ss. Sicilia	26-5	London		176433																		
ss. Yara	26-5	China		47773																		
ss. Duplex	26-5	Calcutta								79												
ss. Oceania	26-5	Marseilles		27850																		
ss. Sontay	27-5	Marseilles		49012	25																	
ss. Austria	27-5	Trieste		1161	100																	
ss. Moltkefels	27-5	New York		457969																		
ss. Delhi	27-5	China		199953						8675	1249											
ss. Capri	27-5	Hong Kong		34540							2970											
ss. Westphalia	28-5	Kobe		39686																		
ss. C. Fred. Laccisz	28-5	Hamburg	1	12629	42			8400	3003	17	1282											
GALLE.																						
ss. Warora	27-5	Calcutta																				
ss. Chan Macnab	28-5	London						5000		1437	596											

* Chips.

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

From	TO COLOMBO	TO GALLE
From Calcutta	22,065	
Tuticorin	6,465	
Rangoon	9,159	
China	1,000	
Singapore	970	
Coconada	200	
Tirumalayasal	192	
Bombay	32	
Total	40,083	Nil.

H. M. Customs,
Colombo, May 31, 1910.

W. T. SOUTHERN,
for Principal Collector.

THE under-mentioned goods having been left in the King's Cask Warehouse beyond the time allowed by law, notice is hereby given that unless the same be previously cleared or bonded, they will be sold by public auction on Monday, June 20, 1910, at 12 noon:—

Date. 1909.	Marks.	Vessel.	From.	Quantity and Description.
December 14 ..	60 in a diamond G H around ..	ss. Fulwell	London ..	2 cases sulphuric acid, (empty, broken)
January 27 ..	J D or Nil ..	ss. Iose Maru	Japan ..	3 bags grain (slack)
February 10 ..	Mrs. A. Bonham ..	ss. Vindobona	— ..	1 parcel
February 15 ..	F C J S around the diamond ..	ss. Persia	Calcutta ..	1 case banians
Do. 19 ..	Bechem ..	ss. Mongolia	London ..	1 case cartridges
Do. 21 ..	K B ..	ss. Pagentun	Hamburg	1 case ashtrays
Do. 28 ..	C. Ponnampalam ..	ss. Austria	— ..	1 parcel
March 1 ..	Nil ..	ss. Pundua	Tuticorin	5 bags manure (slack)
Do. 10 ..	C M ..	ss. Lady McCallum	— ..	1 bag dry fish
— ..	Nil ..	—	— ..	1 reel barbed wire
— ..	Nil ..	—	— ..	3 bundles tea shoos
— ..	Nil ..	—	— ..	2 lots cement sweepings
— ..	Nil ..	—	— ..	2 empty tins

H. M. Customs,
Colombo, May 31, 1910.

W. T. SOUTHERN,
for Principal Collector.

THE under-mentioned packages having been left in the Bonded Warehouse No. 2 beyond the time allowed by law, notice is hereby given that unless the same be previously cleared, they will be sold by public auction on June 17, 1910, at 12 noon:—

Entry No. and Date.	Vessel.	Marks.	Number and Description of Goods.
2,541 of Feb. 26, 1908 ..	ss. Somali ..	N R S	10 cases Schnapps
2,556 of Feb. 26, 1908 ..	ss. Bengali ..	— ..	30 cases gin
2,556 of Feb. 26, 1908 ..	do. ..	— ..	10 cases gin, pints
2,749 of Feb. 28, 1908 ..	ss. Clan Mackenzie ..	S T upon N R S	5 cases whisky
2,750 of Feb. 28, 1908 ..	ss. Lancashire ..	N R S in a triangle	3 cases brandy
1,140 of Mar. 13, 1908 ..	ss. Clan Stewart ..	P T in square	10 cases whisky
1,264 of Mar. 13, 1908 ..	ss. Clan Cameron ..	J E S	50 cases whisky
519 of April 6, 1908 ..	ss. Kanagawa Maru ..	L in a triangle	102 cases whisky

H. M. Customs,
Colombo, May 31, 1910.

F. J. SMITH,
for Principal Collector.

LOCAL BOARD NOTICES.

NOTICE is hereby given that the lands mentioned in the annexed schedule, having been seized for default of payment of Police and Local Board assessment taxes for third quarter, 1909, will be sold by public auction at the Batticaloa Kachcheri, on June 11, 1910, at 1 P.M., by the Government Agent, Eastern Province, in conformity with the Local Board Ordinance, No. 19 of 1905, unless in the meantime the amount owing in respect of the rate, together with the lawful costs of seizure and sale, are duly paid.

Batticaloa Kachcheri,
May 21, 1910.

H. W. MILLIGAN,
for Government Agent.

List of Lands to be sold for Non-payment of Police and Local Board Assessment Tax for Third Quarter, 1909.

No.	Street.	Names of Proprietors.	Estimated Value of Property.			
			Tax. Rs. c.	Costs. Rs. c.	Total. Rs. c.	Rs.
63 ..	Thandavanveli	Santia Jusai	0 25	0 4	0 29	15
98 ..	Maddikali	Sinnakutti Vaikali	0 40	0 4	0 44	15
11 ..	Kottamunai	Asirwatham and others	0 25	0 4	0 29	10
13 ..	Do.	Tambia Tamban	0 25	0 4	0 29	20
114 ..	Do.	G. R. Ambikarpaker's heirs	0 25	0 4	0 29	20
44 ..	New road	Swam's widow Innasiah	0 25	0 4	0 29	20
14 ..	Uppodaimunai	Deogu Anthony	0 25	0 4	0 29	25

ROAD COMMITTEE NOTICES.

Kadugannawa-Paranapattiya Estate Cart Road.

NOTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, the following gentlemen have been elected to form the Local Committee to perform the duties imposed by the said Ordinance in respect of the above road for the term ending April 25, 1912:—

Messrs. A. H. Thomas (Chairman), W. Macgregor, S. J. Rammell, and W. W. Stevens.

R. B. HELLINGS,
Chairman.
Provincial Road Committee's Office,
Kandy, May 30, 1910.

Kadugannawa-Paranapattiya Estate Cart Road.

NOTICE is hereby given in terms of proviso of section 5 of the Estate Roads Ordinance, No. 12 of 1902, that a proposal having been made to include Kakkunagalla estate of 206 acres in extent among the estates liable for assessment for the Kadugannawa-Paranapattiya Estate Cart Road, the Provincial Road Committee will on Saturday, June 18, 1910, at 1.30 P.M., at their office in Kandy, proceed to re-define the limits of the district of Kadugannawa to include Kakkunagalla estate, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

R. B. HELLINGS,
Chairman.
Provincial Road Committee's Office,
Kandy, May 30, 1910.

Kadugannawa-Paranapattiya Estate Cart 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 maintenance to the under-mentioned road during 1910-1911, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, June 18, 1910, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

KADUGANNAWA-PARANAPATTIYA ESTATE CART ROAD.

Government moiety .. Rs. 1,500
Private contributions 2,077

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
C. Schofield	Bellongalla	151

1st and 2nd sections, 2 miles.

D. S. Macappoo	Providence	127
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1st to 3rd section, 3 miles.

A. K. Valaithum	Mercantile	114
D. D. de Silva	Sardikkai	84
M. B. Panabokka	Medrupp	5
Melville Geddes	Nuga Ella	5

1st to 4th section, 4 miles.

E. H. de Silva	Paranapittia	22
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1st to 5th section, 5 miles.

A. H. Thomas	Pollakanda	755
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1st to 6th section, 5½ miles.

W. W. Stevens	Alpitiakanda	513
Do.	Franklands	50
S. J. Rammell	Gona Adikka	369
D. J. Norman	Gadadessa	163
W. Macgregor	Tambawitte	392
H. Don Carolis	Kakkunagalla	206

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

R. B. HELTINGS,
Chairman.

Provincial Road Committee's Office,
Kandy, May 30, 1910.

Gammaduwa-Rattota Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1910-1911, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, June 18, 1910, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

GAMMADUWA-RATTOTA ESTATE CART ROAD.

Government moiety .. Rs. 2,400.00
Private contributions .. Rs. 2,504.73

1st to 5th section, 5 miles.

Proprietors or Agents.	Estates.	Acreage.
F. Hoffman LaRoche	Palleteen	260
Consolidated Estate Co.	Ellagalla	512

1st to 6th section, 5½ miles.

F. Hoffmam LaRoche	Opalgalla	1,085
A. H. D. Bastian de Silva	Kudoya	331

1st to 7th section, 7 miles.

Ankande Estate Co. of Ceylon, Limited	Altwood	102
Eastern Produce and Estates Co., Ltd.	Dromoland, Ewhurst, and Park	503
James Westland	Dooroomadella and Mousakanda	1,111
East Matale Co., Ltd.	Forest Hill	121
Do.	Kensington	325
New Ceylon Plantations Co., Limited	Gammaduwa, Caton, and Ambena	1,446

Proprietors or Agents.	Estates.	Acreage.
F. S. Mitchell	Hinguruwatta	307
F. R. C. Storey	Karagahatenna, Galabodde, Dryburgh, and Moncrieff	1,220
R. K. Symonds	Nargalla	395
James Westland (Sir J. Grinlinton)	Yalam Yalai	461
L. Bellerio, G. Skene, A. H. Lucas, and W. G. L. Powell	Linapitiya	450
R. C. F. Agar	Broham and Baynturn	220
Do.	Sacombe	97

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

Provincial Road Committee's Office, R. B. HELTINGS,
Kandy, May 24, 1910. Chairman.

Proposed Road from Frottoft Estate to Pussellawa.

NOTICE is hereby given that an application having been made to the Provincial Road Committee that the provisions of the Estate Roads Ordinance, No. 12 of 1902, be extended to the Ramboda-Pussellawa district for the construction therein of a cart road of an estimated length of about 7 miles from Frottoft estate to Delta cart road at Pussellawa, the Provincial Road Committee will, on Saturday, June 18, 1910, at 1.30 P.M., at their office in Kandy, proceed to define the limits of the district, the estates in which will, if the proposal for the construction of the said road be assented to by the proprietors of two-thirds of the acreage, in the said district, be assessed for the construction and maintenance of the said road.

And it is further notified that it is proposed to include the following estates in the district to be assessed:—

Proprietors, Agents, and Managers.	Estates.	Acreage.	Cultivated Acreage.
Messrs. Bosanquet & Co. (L. B. Greig)	Frottoft	655	514
Do.	Poojagodde	400	153
Carson & Co. (L. B. Greig and S. P. Shelley)	Maymolly	538	487

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

R. B. HELTINGS,
Chairman.

Provincial Road Committee's Office,
Kandy, May 26, 1910.

Golohenwatte-Yatawatte Branch 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 above-mentioned road for 1910-1911, the Provincial Road Committee, acting under the provisions of the Branch Roads Ordinance, No. 14 of 1896, will on Saturday, June 18, 1910 at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety .. Rs. 1,950.00
Private contributions .. Rs. 1,969.50

1st to 4th section, 4 miles.

Proprietor or Agent.	Estates.	Acreage.
The Lanka Plantations Company, Limited, Colombo	Yatawatta	1,248
The Rubber Plantations, Ltd. (Jas. R. Martin)	Dangan	570
George Greig and G. A. Greig (G. A. Greig)	Laxahena	348

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

Provincial Road Committee's Office, R. B. HELTINGS,
Kandy, May 31, 1910. Chairman.

Embilmegama-Alagalla Estate Cart Road.

NOTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, the following gentlemen have been elected to form the Local Committee to perform the duties imposed by the said Ordinance in respect of the above road, for the term ending February 23, 1912 :—

Messrs. C. C. Dupre Moore (Chairman), R. C. Agar, P. J. Benwell, and V. O. Keyt.

Provincial Road Committee's Office, R. B. HELTINGS,
Kandy; May 31, 1910. Chairman.

Huluganga-Bambra-Ela Branch Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held at Moorogahalla bungalow, on Saturday, June 11, 1910, at 3 P.M.

Business.

1. To elect a Chairman in place of Mr. C. J. Owen who is absent from the Island.

2. To consider and report to the Provincial Road Committee with regard to—

- (a) The acreage of the land belonging to each estate.
- (b) The sections used by each estate.
- (c) The names of the proprietors, resident managers, or superintendents and of the agents of each estate for an assessment on the private contribution of Rs. 1,457.43 on the maintenance estimate for 1910-1911, and to transact such other business as may come before it.

Old Tunisgalla Estate, J. HALL BROWN,
Rangalla, May 27, 1910. for Chairman, Local Committee.

Kandanewera-Wariapola Estate Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee for the above-mentioned road will be held at Bandarapola bungalow at 2 P.M. on June 3, 1910.

Business.

1. To elect a Chairman for the term ending August 10, 1910, and two new Members of the Committee.

2. To frame an estimate for the upkeep of the road for eighteen months (from January 1, 1910, to June 30, 1911).

Bandarapola Estate, J. ANDERSON,
Matale, May 16, 1910. for Chairman, Local Committee.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having granted the under-mentioned sum for the maintenance of the road from Kegalla-Polgahawela road to Lowlands estate during 1910 and up to June 30, 1911, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Monday, June 6, 1910, at 2.30 P.M. at the Kurunegala Kachcheri, proceed to assess the under-mentioned estates to make up the private contributions :—

Proprietors or Agents.	Estates.	Acreage.
Government moiety	..	Rs. 571.00
Private contributions	..	Rs. 576.71
Charles Peris	.. Serapis	.. 60
Lipton, Limited	.. Cairnhill	.. 132
Do.	.. Lower Eadella	.. 20
Do.	.. Lowlands	.. 65
Do.	.. Upper Eadella	.. 438
Do.	.. Lesmair	.. 114

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

Provincial Road Committee Office, L. J. B. TURNER,
Kurunegala, May 19, 1910. Secretary.

NOTICE is hereby given that, under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European Member of the District Committee of Kalutara, rendered vacant by the death of Mr. G. G. Massy, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Western Province, at least 10 days before the day of election. The election will be held on the June 27, 1910, at 12.15 P.M., at the Kalutara Kachcheri.

Provincial Road Committee, G. F. DE LIVEIRA,
Colombo, June 1, 1910. Secretary.

UNOFFICIAL ANNOUNCEMENTS.

(Continued from page 1014.)

The Colombo Fort Land and Building Company, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Friday, June 10, 1910, at 12 noon.

Business.

1. To receive the report of the Directors and accounts to April 30, 1910.
2. To declare a dividend.
3. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

WHITTALL & Co.,
Colombo, June 1, 1910. Agents and Secretaries.

The Parawatte (Ceylon) Rubber Company, Limited (in Liquidation).

NOTICE is hereby given that at an Extraordinary General Meeting of Shareholders of the above-named Company, held at the Adam's Peak Hotel, Hatton, on

Monday, May 23, 1910, the special resolution "That this Company be wound up voluntarily" was confirmed, and Mr. William Moir of No. 22, Baillie street, Fort, Colombo, was appointed Liquidator of the Company.

L. C. MAUDSLAY,
Colombo, June 2, 1910. Chairman.

The Parawatte (Ceylon) Rubber Company, Limited (in Liquidation).

NOTICE is hereby given that the creditors of the above-named Company are required, on or before Saturday, June 18, 1910, to send their names and addresses and the particulars of their debts or claims to William Moir of No. 22, Baillie street, Fort, Colombo, the Liquidator of the said Company, and, if so required by notice in writing from the said Liquidator, to come in and prove their said debts or claims at such time and place as shall be specified in such notice; or in default thereof, they will be liable to be excluded from the benefit of any distribution of the assets of the said company.

June 2, 1910.

W. MOIR,
Liquidator.